

# **NEW BUSINESS**

**4-25-11**

**Brewster Ambulance Service**  
**AMBULANCE SERVICE AGREEMENT**  
**with the Town of Middleborough**

This agreement is entered into between BREWSTER AMBULANCE SERVICE, 285 Hyde Park Avenue, Boston, MA 02130, a licensed ambulance service and Massachusetts corporation, hereafter referred to as "Brewster" and the following municipal corporation: the Town of MIDDLEBOROUGH, Massachusetts, hereafter referred to as "Middleborough" or "Town" acting by and through the Board of Selectmen. Brewster shall provide to the Town an ambulance service, hereafter the "service" for a specific term (July 1, 2011 through June 30, 2014) on the following terms and conditions set forth in this agreement:

**A) Service and Staffing Levels:**

- 1) The primary service shall be Advanced Life Support, (hereafter "ALS"), - Paramedic and the ambulance shall be staffed at all times with a minimum of one (1) Emergency Medical Technician, (hereafter "EMT"), - Paramedic and one (1) E.M.T.-Intermediate, licensed to do ambulance work in accordance with General Laws, Chapter 111C, and the rules and regulations established there under.
- 2) Brewster shall as part of the service provide a back-up ambulance at the ALS level, staffed by one (1) E.M.T.- Paramedic and one (1) E.M.T.- Basic, approved from the Massachusetts Office of Emergency Medical Service, (hereafter "OEMS"), whenever possible. When a Basic Life Support, (hereafter "BLS"), ambulance is utilized in the Town 911 system and the ambulance staff determine that the patient requires Advanced Life Support, they shall make arrangements through the their Communications Center through radio contact for the closest available Advanced Life Support intercept without delay in transport.
- 3) Brewster shall use its existing 911 Public Safety Answering Point, for the Town at no cost to the Town. When a request for medical service is received through the 911 systems, it will be immediately transferred to the Brewster's communication center for Emergency Medical Dispatch (EMD) and to the Fire Department for dispatch. The Ambulance dispatched shall notify its Communication Center of the Dispatch. Should the call be determined to require BLS services, and a BLS ambulance is immediately available within the system, Brewster shall dispatch said ambulance to the scene. Should the call be

determined to require ALS services, or if there is not a BLS unit immediately available within the system, the dedicated ALS unit shall be dispatched. Should the ALS unit arrive on scene and determine that a BLS unit may transport patient, the staff may request through their Communications Center that a BLS unit respond to the scene, provided there would be no delay in transport. Should the ALS unit be prepared to transport and the BLS unit has not arrived on scene, the ALS unit shall transport the patient.

- 4) In any medical emergency, the Town reserves the right to activate a mutual aid ambulance response if the Town personnel, on scene, determine the estimated time of arrival of Brewster's ambulance is greater than the estimated time of arrival of a mutual aid ambulance.

**B) Equipment:**

- 1) Brewster shall provide as part of the service a primary dedicated ambulance as follows: the primary dedicated ALS ambulance shall be, not more than three (3) years old, from the initial date of ambulance certification from the Massachusetts Department of Public Health, Office of Emergency Medical Service, Class I Modular type III ambulance on July 1, 2011 to meet Federal Ambulance Specifications with amendments and Massachusetts Ambulance Regulations to be dedicated to the Town and available twenty-four hours a day, seven days a week, during said three (3) year term starting July 1, 2011. Emergency ambulances shall be provided from quarters maintained in Middleborough. Service shall be provided upon request of police, fire or any agencies as well as any citizen in Middleborough. Vehicles must be operated and maintained, with all equipment and supplies, required for Advanced Life Support in accordance with Chapter 111C, and the Regional Protocols. Brewster under this section must indicate the amount of time required in obtaining a license to provide Advanced Life Support services to the Town. Prior to July 1, 2011, Brewster must sign an Advanced Life Support affiliation agreement with a hospital, which is acceptable to the Town and shall be maintained during the term of this agreement.
- 2) Brewster shall provide a back up Class 1 ambulance to meet federal Ambulance specifications with amendments to be available to the Town. Brewster shall meet or exceed the staffing specification by staffing said back-up ambulance at a minimum of Massachusetts OEMS approval of one (1) E.M.T.- Paramedic and one (1) E.M.T.- Basic, when available, licensed to do ambulance work in accordance with MGL 111C and the Regional Protocols.

- 3) Brewster agrees that all vehicles utilized by Brewster pursuant to this Agreement shall be properly insured and registered and shall display a valid motor vehicle inspection sticker and Massachusetts Ambulance Regulations sticker during the life of the Agreement and shall provide the Town with documentation of such.
- 4) Brewster agrees that all vehicles shall be maintained in good working order and fully equipped at all times. Brewster shall provide a comparable Class I Modular type III ambulance as a substitute for the primary dedicated ambulance being maintained or undergoing repair if said vehicle is out of service for more than 2 days. All vehicles must be registered, have a valid inspection sticker and be certified as a Class I Modular type III ambulance.
- 5) Brewster shall provide the necessary equipment to permit the primary dedicated ambulance to communicate directly with any Town's dispatch centers as well as their own dispatch for the duration of the contract. Brewster shall provide mobile and hand held unit for the primary dedicated ambulance and all back-up ambulances with both the Town Fire and Police frequencies. The backup ambulances shall have the Town's Fire and Police frequency and be equipped as described above with both mobile and portable units for direct two-way radio communications, for the duration of the contract.
- 6) Brewster shall provide radio equipment, for its ambulance(s) serving the Town, which permits direct two-way radio communication between the ambulance(s), and hospital emergency departments to which emergency patients would be transported for the duration of the contract. Such equipment shall be compatible with the Centralized Medical Emergency Dispatch, (hereafter "C-MED)" Radio Network currently in use in Region 5 and Plymouth County C-MED.
- 7) Brewster shall assume all costs of its supplies, telephone, and diesel fuel, gasoline and oil, maintenance, materials, communication system, equipment, and all other items required in the proper operation of the service. The purchase of motor fuel shall be within the response area of each assigned Ambulance.
- 8) All vehicles used in primary dedicated or back-up service shall be fit for duty and meet or exceed all State Maintenance requirements as well as any and all related regulations and standards set forth by the Office of Emergency Medical Services (OEMS).

- 9) The primary dedicated ambulance shall be used exclusively to provide emergency services to the Town. This primary dedicated ambulance shall not be used to perform non-emergency work, inside or outside the Town. The Fire Chief and EMS Committee may request documentation to include incident reports, phone records, and/or dispatch tapes to verify the source and/or nature of any ambulance request.
- 10) Service records of the primary dedicated ALS ambulance shall be made available to the Town at the request of the Fire Chief, EMS Committee, Police Chief or the Board of Selectmen.
- 11) Brewster shall perform its duties and obligations under this contract in accordance with all applicable federal, state laws and regulations.

C) **Area of Operation:**

- 1) Brewster's personnel shall be familiar with Town's streets and landmarks. Brewster agrees that the response time to the location of emergency call, regardless of where the primary dedicated ambulance is housed shall average nine (9) minutes or less 85% of the time. No response time (time that call originates to arrival at the location of the emergency call) shall exceed twelve (12) minutes, without reasonable explanation to the Fire Chief.
- 2) In order to adequately and safely service more than 70 square miles, adjustments must be considered for the back-up response time compliance. Upon dispatch of the primary dedicated ambulance, Brewster shall immediately dispatch a back-up ambulance to Town in order to minimize response time to the next call. The back up ambulance shall report directly to the Central Fire Station at 125 North Main Street. The average response time for the backup ambulance, weather and road conditions permitting, to the Town, shall be five (5) minutes 85% of the time and ten (10) minutes the remainder of the time.
- 3) The Town agrees that Brewster, its agents and employees, are hereby given authority to direct operational procedures with respect to medical policy when rendering services pursuant to this agreement, except that when Town's Fire Department personnel are utilizing extrication equipment, the Senior Fire Department Officer shall have the authority to direct the operational procedures of the overall incident pursuant to the National Incident Management System (NIMS) and Incident Command System (ICS) utilized by the Fire Department.

- 4) Brewster agrees to provide as accurate information as possible when requested by the Fire Chief or his designee, the location of the back-up ambulance at time of dispatch and its anticipated Estimate Time of Arrival, (hereafter ETA). The Fire Chief, Police Chief or the EMS Committee may request documentation to include incident reports, phone records, and/or dispatch tapes.
- 5) The Town comprises an area of more than seventy (70) square miles. Due to this large geographic profile, a 9-minute response from the center of Middleborough might jeopardize the safety of the residents and guests of the Town. When requested, by the Fire Chief or Police Chief, Brewster shall participate and train the Fire and Police personnel in the process of developing and maintaining a successful First Responder Program to include Semi-Automatic External Defibrillator (SAED), Aspirin, Albuterol, E.M.T. Continuing Education classes and use of adult & pediatric Epinephrine pen.
- 6) Brewster shall work to reduce as much as possible the need to utilize a Town employee to augment their personnel in emergency ambulance transports to the hospital. In each instance where Brewster does so utilize Town personnel, the lead E.M.T. on the transport to the hospital shall prepare a report to the Town setting forth the name(s) of the Town personnel utilized and the reason(s) therefore. They shall deliver this report to the Fire Chief and Police Chief, with a copy to the Field Supervisor, within ten (10) days of the date on which the transport occurred. At either Chief's request, the Field Supervisor shall be reasonably available to meet with the Chief to discuss the report. In the event Brewster utilizes a town employee to augment their personnel in an emergency and Brewster bills the patient, patient's insurance company, and/or estate etc. regardless of payment Brewster shall pay to the Town of Middleborough Fire Department the amount billed for the "extra attendant".

**D) Ambulance Operation:**

- 1) Brewster's ambulances assigned to the Town shall participate in all mutual aid agreements with neighboring Towns, participate in all State fire mobilization agreements, and, shall participate in all mobilization and training exercises when requested by the Fire Chief or Police Chief.
- 2) The primary dedicated ALS ambulance assigned to the Town is strictly dedicated to emergency incidents within the Town and is not to be utilized for non-emergency work. All patients will be transported to the nearest Hospital or as required by appropriate State, Local Protocol and applicable State Point of Entry regulations.

3) At the request of the Fire Chief or Police Chief, additional ambulances may be requested for special events and major weather events at no additional cost to the Town.

4) Indemnification:

1) Brewster's Obligations

Brewster shall indemnify, hold harmless and defend the Town, its employees, officers and agents (each of which persons and organization is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by Brewster, or its employees or agents. In addition, Brewster shall indemnify and hold harmless the aforesaid parties from and against any and all Claims or Actions, if they arise out of the acts or omissions of Town Personnel (as hereinafter defined) assisting Brewster on a transport trip utilizing Brewster's vehicle; provided, however that this provision shall not apply with respect to acts or omissions by Town Personnel that constitute willful misconduct or that are outside of the scope of the Town Personnel's performance of emergency medical services in connection with the transport.

2) Town Obligations

The Town shall indemnify and hold harmless (and upon request, defend) Brewster and each of its subsidiaries, affiliates, subcontractors, employees, agents, officers and directors (each of which persons and organizations is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by the Town, or its public employees.

3) Notice and Defense

As a condition of indemnification under paragraphs (1) or (2), the indemnitee shall promptly provide written notice to the indemnitor of any Liability or allegation, including any pending or threatened legal action, for which indemnification may be sought hereunder;

(a) at the request of the indemnitor, turn over control of the defense and/or settlement of such action to the indemnitor and;

(b) cooperate fully in such defense or settlement.

4) Survival

The respective obligations to indemnify, hold harmless and defend shall survive performance of this Agreement and shall apply only to events which occurred while the Agreement was in force and effect.

**E) Insurance:**

1) Brewster agrees that upon execution of a contract, Brewster shall provide a performance bond acceptable to the Town, with a surety company, which is acceptable to the Town in the amount of \$1,000,000.00, during the duration of the contract. If Brewster defaults on its obligations and duties under this contract, the bond shall require the surety company, if requested by the Town, to complete the contract and perform all other obligations of Brewster set forth in this contract.

2) Brewster agrees that upon execution of a contract, Brewster shall provide a certificate of insurance demonstrating that the following insurance coverage is maintained and naming the Town as an additional insured on an annual basis.

3) Brewster agrees to maintain, during the term of this agreement, the following insurance coverage sufficient to satisfy claims in any event no less than certificate attached and made part hereof arising out of services rendered under this agreement. Brewster will maintain a standard limit of liability or at least five million dollars (\$5,000,000).

a. Comprehensive

General Liability

\$ 5,000,000 per occurrence

\$ 5,000,000 aggregate

\$ 5,000,000 Products & Completed  
Operations aggregate

\$ 5,000,000 Personal Injury & Advertising  
Injury aggregate

\$5,000 Medical Payment

b. Automobile Liability

\$5,000,000 per occurrence

Vehicles: owned, non-owned & hired

- c. Ambulance Attendants Liability \$5,000,000 per occurrence & aggregate
- d. Worker's Compensation Insurance Coverage A: Statutory  
Coverage B: \$500,000 per insuring agreement
- e. Medical Malpractice coverage for medical malpractice of not less than \$5,000,000 for professionals, ambulance attendants and other employees or agents
- f. The Town shall be named as additional insured on Brewster's general liability, auto, and Medical Malpractice insurance.

- 4) Brewster agrees that no service shall be rendered under any Agreement hereunder until and unless the company furnishes the Town with certificates of insurance and a performance bond that meets these specifications.
- 5) Brewster agrees that they shall indemnify and save harmless the Town from any and all claims, settlements, lawsuits or litigation which may arise from its performance under this Agreement, the operation of its motor vehicles, its contract with its employees, or damage to any motor vehicles caused while operating under this Agreement. Brewster also agrees to indemnify and save harmless the Town from any liability or expense imposed upon it as a result of this Agreement.

**F) Records & State Regulations:**

- 1) Brewster agrees that any and all regulations promulgated by any department, agency, or division of the Commonwealth or Federal Government, any general laws and bylaws of the Town relative to supplying ambulance service are hereby incorporated in this specification as if fully written out, and covenants to meet at all times such requirements and laws presented. Should any provision of this Agreement be in conflict with said regulations and laws, then said regulations and laws should govern except when the Agreement calls for a higher standard. The Town, or its agent, shall have the right to inspect, without notice, all vehicles and equipment used to perform emergency services to the Town.

- 2) Brewster agrees they shall maintain accurate records of all emergency ambulance runs and services provided as mandated by Mass. General Laws, Chapter 111C and make same available to Town, as requested.
- 3) Brewster agrees that they shall promptly forward to the Fire Chief within 24 hours and a copy forwarded to the E.M.S. Committee, a copy of all inspection reports of the primary ambulance serving Middleborough issued by the Department of Public Health, Office of Emergency Medical Services, and/or the Ambulance Regulations Program. Brewster agrees that any deficiencies noted therein shall be corrected within 24 hours, and any costs incurred shall be the responsibility of Brewster.
- 4) Brewster shall provide to the Town a monthly breakdown of ALS and BLS transports. The report shall describe the patient condition at time of transport; identify the transports that required ALS and BLS services and the number of transports that ultimately received ALS services. Brewster shall ensure that over 90 % of patients on a monthly basis that require ALS, receive such services.
- 5) Brewster also agrees to allow municipal officials of the Town or their duly hired representatives to inspect Brewster's financial records in regards to services rendered under this agreement, said records may be inspected on a semi-annual basis.
- 6) Brewster shall provide the Fire Chief with a copy of its current internal policies and procedures, and will provide a revised copy whenever the existing policies and procedures are updated. Information contained within such policies and procedures may be shared with the EMS Committee if needed.

**G) Operating Conditions:**

- 1) Brewster acknowledges that it is an independent contractor and is solely responsible for all payments to personnel employed by it, all equipment purchased by it and utilized in this contract and that it is not engaged in a partnership, joint venture, or an employer-employee relationship with the Town.
- 2) The Town agrees that Brewster has the separate right to make claims, demands or bring suit against any individual so provided with ambulance service under this agreement in order to effect payment for services rendered by Brewster,

exclusive of Town personnel injured while working, covered under Section K (2).

- 3) Upon request of the Town's Board of Selectmen or EMS Committee, Brewster will make requested data available for quality control and evaluation of emergency services to the Board of Selectmen, EMS Committee or Fire Chief, who requested it.
- 4) All medical supplies used by any Public Safety Agency of the Town shall be replaced on a one to one ratio by Brewster, forthwith.
- 5) The Town makes no guarantee as to the amount of business to be generated under this Agreement.

**H) Training:**

- 1) Brewster shall train, certify and re-certify all firefighters and police officers requested in CPR, First Responder, E.M.T. course and S.A.E.D. (SEMI-AUTOMATIC EXTERNAL DEFIBRILATOR) and E911 medical dispatch training, at no cost to the Town. Training shall occur as requested by the Fire Chief or the Police Chief.
- 2) Brewster shall follow the point-of-entry plan and treatment protocols for the Town, as established by Region 5 of the Regional Emergency Medical Services Advisory Council.

**I) Assigning of Personnel:**

- 1) At any time, the Town may request in writing that the ambulance company reassign an employee currently providing emergency services to the Town, to duties other than duties under this contract. Upon receipt of such request, the company shall take appropriate steps to reassign that employee.
- 2) Brewster shall provide the Fire Chief with an employee roster of all full and part-time EMTs working in the Middleborough ambulance system. The roster will be updated on a quarterly basis, and shall contain the following information for each EMT: Name, date of initial certification, date of hire, and past assignments within Brewster. Brewster shall conduct pre-employment criminal offenders records information (CORI), sexual offenders records information (SORI), driving record and employment history background checks on all employees assigned to provide services in the Town. Brewster agrees to notify

the Fire Chief of any personnel on the roster that are involved in any investigations, medical errors, motor vehicle accidents or any criminal activities, whether or not the incidents were in the Town of Middleborough or other locations. Said incidents shall be reported within five (5) calendar days of notification of Brewster. Any incident which is deemed a reportable offense to the Office of Emergency Medical Services (OEMS) and/or the Department of Public Health (DPH), i.e. medication error resulting in injury or death to the patient, shall be reported to the Fire Chief and the EMS Committee at the same time as when the report is made to the OEMS and/or DPH. Said report shall be in writing with notifications made to the chairperson who will then notify all committee members at the earliest possible moment.

**J) Quality Assurance /Quality Improvement**

- 1) Brewster shall agree to contract with, at their expense, with Girard and Associates, P.O. Box 1144, Westport, Ma 02790, [paul.girard@girardassoc.com](mailto:paul.girard@girardassoc.com) at a cost of \$15,272.00 for the first year, \$15,654.00 second year and \$16,045.00 for the third year of the contract, payable in two equal payments each year due January 1 and July 1. Girard and Associates primary service is developing, implementing and overseeing EMS QA/QI programs. Girard and Associates shall have on staff, member(s) who are credentialed in healthcare compliance or Quality Improvement (QI), and who are familiar with Massachusetts DPH/OEMS regulations to assure that the standards and protocols of patient care are either met or exceeded as per Massachusetts requirements. Brewster shall also agree to maintain said contract with the QA/QI agency for the duration of its contract with the Town. Brewster will submit any and all run reports to the QA/QI firm no later than seven (7) calendar days after the 15<sup>th</sup> of each month and the last day of each month for independent audit and the agency will submit a full report to the Town EMS Committee and the Fire Chief on a quarterly basis.
- 2) The Town reserves the right to obtain a sampling of 911 emergency patient care reports, the amount of the sampling to be determined by the EMS Committee, that may be audited by an independent QA/QI firm, at the expense of the Brewster prior to the awarding of the contract. Any deficiencies discovered by the EMS Committee, Fire Chief or the QA/QI agency shall be corrected by Brewster to the satisfaction of the QA/QI agency and the Fire Chief. A written report of the corrective action by Brewster shall be forwarded to the EMS Committee, QA/QI agency and the Fire Chief within thirty (30) calendar days of notification of the deficiencies. Brewster shall maintain a minimum of 75 % or better of Girard & Associates overall performance rating in

each quarter, utilizing Girard & Associates standards. Brewster shall provide the EMS Committee and Fire Chief with a written plan of correction for all medium risk and high risk protocol deviations within thirty (30) calendar days of the protocol deviation.

- 3) In the event that there is an unresolved dispute between Brewster and the QA/QI contractor over the scoring of any medium risk and high risk protocol deviations the QA/QI firm shall forward the disputed report to the Office of Emergency Medical Services (OEMS), who will then review it and render an opinion as to whether the care was appropriate. Once OEMS has made a determination whether the infraction stands as scored, or determines that it is to be downgraded or upgraded, Brewster and the QA/QI firm shall abide by this ruling as final with the final report being forwarded to the EMS Committee and the Fire Chief.

**K) Compensation:**

- 1) The parties hereto agree that in consideration of the faithful performance of the services provided by Brewster pursuant to this agreement that Brewster shall receive a service fee annually to be paid as follows:
  - A) July 1, 2011 – June 30, 2012 = **\$150,000** in 12 monthly payments of **\$12,500.00**
  - B) July 1, 2012 – June 30, 2013 = **\$175,000** in 12 monthly payments of **\$14,583.33**
  - C) July 1, 2013 – June 30, 2014 = **\$200,000** in 12 monthly payments of **\$16,666.66**
- 2) Said service fee shall include full coverage for all emergency care and transportation of town employees injured in the line of duty.
- 3) Brewster shall supply to the Fire Department, on a loan basis, four (4) Semi Automatic External Defibrillators (S.A.E.D) shall be included with the service fee. The Fire Department shall sign a separate loaner agreement at time of loan of units, for \$1.00 and shall supply the fire department with the necessary equipment and maintenance to keep them in service at all times, including but not limited to, batteries, defibrillator pads and accessories.
- 4) The aforesaid payments to be made under the foregoing paragraphs for the term of this agreement are subject to and conditional upon annual appropriations approved by a duly convened town meeting of the Town. In the event such appropriations are not made, the parties hereto or any party

hereto may terminate this contract, such termination to be effective at the end of the fiscal year in which appropriations were made to fund this agreement. The non-appropriation of any of the funds required for this agreement shall not be considered an event of breach.

**L) Housing and Posting**

Effective July 1, 2011 the Town may allow Brewster to house up to two (2) Ambulances in the Town's Fire Stations at no charge. Brewster shall station the primary dedicated ALS ambulance in the Central Fire Station and the location of the back up ambulance shall be at the Fire Chief's direction. If Brewster decides on an alternative arrangement for housing, Brewster shall obtain housing within one (1) mile of Central Fire Station, with communications tied directly to the Fire and Police Departments. The Town agrees that the activity of the other ambulance shall be governed by Brewster's Communications Center. Should the primary dedicated ambulance be dispatched from Central Fire Station or separate housing area, all back-up ambulances shall be staged at the Central Station for primary dedicated coverage of the Town. Brewster's personnel assigned to the Town's Fire Station shall have access to common areas, be provided overnight accommodations and shall be responsible for their fair share of house duties as defined by the Fire Chief and Brewster's Supervisor.

**M) Termination:**

- 1) Brewster agrees that the Town shall have the right to terminate the Agreement in the Town's judgment, through the Board of Selectmen, if the service being provided is not consistent with the terms of the contract. Before terminating the agreement, the Town shall give notice of the claimed violations in writing, to Brewster and provide an opportunity to be heard and offer resolution therein at a public meeting before the Board of Selectmen.
- 2) The Board of Selectmen shall schedule the meeting not less than 14 days after giving such notice. The Town shall issue such notice in writing to Brewster. Such notice shall include any and all alleged contractual violations. The Town shall send such notice to Brewster at the address set forth on page 1 of this agreement via the US Postal Service, Certified and/or Registered Mail.
- 3) After the meeting with the Board of Selectmen, Brewster shall have the opportunity to cure said violations, within 10 days. Details of the cure shall be provided by Brewster to the Board of Selectmen in writing and shall be sent to

the Board of Selectmen via the US Postal Service, Certified and/or Registered Mail at Brewster's address.

- 4) Should Brewster fail to cure said violations within 30 days, the Board of Selectmen may terminate the contract after providing Brewster notice of termination. Brewster shall be sent notice of termination in writing within 24 hours of the Town's decision. Said notice shall be sent to Brewster via the US Postal Service, Certified and/or Registered Mail at their address of 285 Hyde Park Avenue, Boston, MA 02130.
- 5) Should the Town terminate the contract as aforesaid, the Town shall have the right to contract said service from another qualified party. Brewster shall refund any remaining service fees, if already paid, from the termination date to the end of the respective fiscal year in which the termination occurred. Brewster is in no way liable or financially responsible for any increase in costs, (other than the performance bond to the Town) or service fees paid to the new contractor.
- 6) Brewster shall handle all billing and book keeping in regards to any third party insurance carriers and shall "accept assignment" from said carriers for emergency care and transportation of patients from the Town. In accepting assignment, Brewster is accepting as payment in full, that amount allowable by the third party insurer in accordance with the provisions of federal and state regulations or contracts with insurance companies, HMOs or other carriers, except that patients are responsible for "co-pays" or "deductibles" as required by their insurer.
- 7) Brewster reserves the right to take whatever collection steps necessary in regards to accounts that are paid directly by third party insurers to the patients or their heirs, for services rendered under this agreement.
- 8) Brewster shall provide the Fire Chief and the EMS Committee a copy of their current Usual and Customary Rates ("UCR"), and provide a revised copy whenever the existing UCR is updated.

**N) Replacement Operation:**

Should the Town purchase an ambulance and obtain a State BLS or ALS license for patient transportation and negotiated provisions with the Firefighters' Union contract by the Board of Selectmen, the Town may notify Brewster one (1) year in advance of availability of the Town to provide their own transporting ambulance service (ALS or BLS) as a Primary or Back up provider in the Town of Middleborough.

**O) Amendments to Contract**

The EMS Committee with the fire chief shall negotiate any additional amendments to the contract and present those amendments, in writing, to the Board of Selectmen, for their approval for the duration of this contract.

**P) Violations**

- 1) The Fire Chief shall issue notice of any contract violation(s) in writing to Brewster. The fine for each violation shall be based on the inclusive cumulative total of contract violations, regardless of violation type, during a single Town Fiscal Year (July 1 through June 30). The amount of each fine for a violation shall be as follows:

1<sup>st</sup> violation--- **Warning**

2<sup>nd</sup> violation--- **\$500.00**

3<sup>rd</sup> violation --- **\$1,000** and any subsequent violation(s) shall be increased by \$500.00 per violation. (example: 4<sup>th</sup> violation \$1,500, 5<sup>th</sup> \$2,000 etc.)

All fines assessed under this section shall be paid within thirty (30) calendar days to the Town of Middleborough.

- 5) Brewster may appeal any violation through a written appeal and request for review by the EMS Committee. This request shall be in writing within fourteen (14) calendar days of their receipt of written notice of said violation. The EMS Committee shall investigate the violation and present their findings and recommendations within thirty (30) calendar days to the Board of Selectmen, at their earliest convenience during a regularly scheduled Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

Q) Additional Provisions

- 1) Brewster will offer five scholarships to an EMT class. Upon successful completion the candidate will be placed in a mentoring program at Brewster Ambulance Service and will be considered for future employment.
- 2) Brewster will donate one (1) AED to the Town of Middleborough for placement in a municipal building that does not currently have that equipment. Brewster will train municipal employees to operate AED and CPR equipment.
- 3) Brewster will give all current dedicated Middleborough ambulance providers the opportunity to apply and interview with Brewster. The Fire and Police Chief will be solicited for feedback on employee performance.
- 4) Brewster will offer CPR classes quarterly to residents of the Town of Middleborough.
- 5) Brewster would offer and open to the surrounding community Fire and Police Departments that provide mutual aid to the Town of Middleborough CPR, AED and First Responder training.
- 6) Brewster will secure a garage within the Town which will house additional resources within the Town of Middleborough.
- 7) Brewster will register and insure in Middleborough the vehicles that are committed to the 911 system. Brewster will also register and insure in Middleborough all vehicles garaged in Middleborough.
- 8) Brewster will label the Primary Ambulance as Middleborough Ambulance 1.
- 9) Brewster will establish contracts and commitments to local vendors for fuel, office supplies, etc.
- 10) Brewster's response to the Town's Invitation for Bids is attached hereto and is incorporated in this agreement except where it conflicts with other provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2011.

**BREWSTER AMBULANCE SERVICE**

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**TOWN OF MIDDLEBOROUGH**

BY:

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Town Counsel, Middleborough

\_\_\_\_\_  
Board of Selectmen

Pursuant to M.G.L. c.62C, section 49A, I certify under the penalties of perjury that Brewster Ambulance Service has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature, Brewster Ambulance Service Representative

\_\_\_\_\_  
Date

# EMERGENCY AMBULANCE SERVICE PROPOSAL



Prepared for the Town of Middleborough by  
Brewster Ambulance Service

Agreement Period: July 1, 2011 to June 30, 2014



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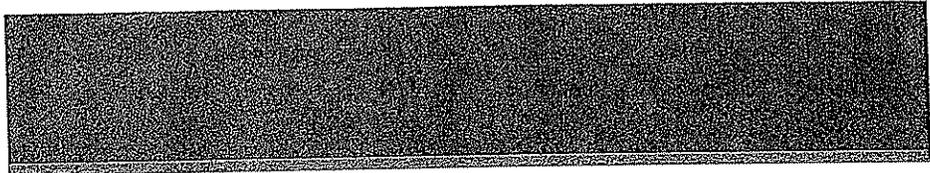


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## EXECUTIVE SUMMARY

### Diverse Experience, Extraordinary Care with a Community Spirit Loved by the Commonwealth

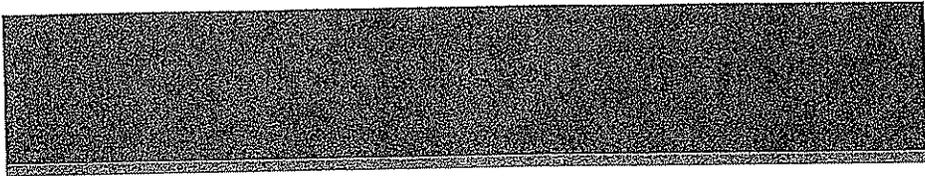
We at Brewster Ambulance Service appreciate the opportunity to offer Emergency Ambulance Service to the Town of Middleborough, Massachusetts. As you will see, Brewster Ambulance Service has a long history of excellent performance throughout the Commonwealth in ambulance service, safety, patient care, response, training and professionalism.

Our team of expert EMTs, Paramedics, dispatch, administration and leadership work in concert to provide a level of service that enhances all the communities we serve.

#### Current Brewster Ambulance Service At-a-Glance Stats

- ✦ We currently have a field personnel roster of 60, broken down by discipline:
  - 34 EMTs
  - 16 Paramedics (EMT-P)
  - 10 chair car operators/drivers
- ✦ Our Operations/Dispatch Center is staffed with two (2) full-time Massachusetts-certified EMTs /EMDs (Emergency Medical Dispatchers) with administrative oversight
- ✦ Our anticipated volume will be 80 ambulance calls per day starting 4/1/11; 75% BLS and 25% ALS, with peak daily demand shown in the chart at right →  

Hour/Time	% Utilization
6:00	0.5
6:30	0.5
7:00	0.5
7:30	1.0
8:00	1.0
8:30	1.5
9:00	1.5
9:30	4.0
10:00	6.0
10:30	6.5
11:00	6.5
11:30	6.0
12:00	5.0
12:30	3.5
13:00	2.5
13:30	1.8
14:00	1.8
14:30	1.0
15:00	1.0
15:30	1.5
16:00	1.0
- ✦ We currently have ten (10) ambulances and six (6) chair cars
- ✦ EMTs average six (6) years pre-hospital experience and Paramedics average 13 years pre-hospital experience
- ✦ Our average response time is nine (9) minutes based on all emergency response times, while within the City of Boston our response time is 5.34 minutes
- ✦ Our monthly on-time performance is 92.7% and year-to-date is 91.9%



# EMERGENCY AMBULANCE SERVICE BID INVITATION RESPONSES

## Emergency Ambulance Service to Persons in Need in the Town of Middleborough, Massachusetts

### CONDITION: Service and Staffing Levels

These boxes indicate the corresponding Condition section and item number from the original IFB document.

**A-1** Brewster Ambulance Service will staff the primary ambulance dedicated to the Town of Middleborough with a minimum of one (1) Paramedic and one (1) Intermediate EMT.

**A-2** When the primary ambulance is deployed, Brewster Ambulance Service will provide a second ambulance staffed with a minimum of one (1) Paramedic and one (1) Intermediate EMT. A BLS ambulance, staffed with two (2) basic EMTs, will be available to the Town of Middleborough as a third ambulance.

**A-3** Brewster Ambulance Service will provide dedicated personnel to staff the PSAP position. This position will be staffed by an APCO certified EMT/EMD. If after Brewster Ambulance Service determines a call to be BLS in nature, Brewster Ambulance Service will respond with the appropriate level of service. If BLS is not available, the ALS unit will be dispatched and the responding unit will be backfilled with another ambulance.

**A-4** Brewster Ambulance Service will comply with this stipulation.

### CONDITION: Equipment

**B-1** Brewster Ambulance Service will comply with this stipulation, and is licensed at the ALS/Paramedic Level. Brewster Ambulance Service, upon award of the bid, will contract with a local regional hospital for a Medical Control and Affiliation Agreement.

**B-2** Brewster Ambulance Service will comply with this stipulation.

**B-3** Brewster Ambulance Service will comply with this stipulation. Brewster Ambulance Service will provide dedicated personnel to staff the PSAP position, of which include an APCO-certified EMT/EMD.

**B-3** Brewster Ambulance Service will comply with this stipulation.

## CONDITION: Equipment (continued)

**B-5** Brewster Ambulance Service will comply with this stipulation. Brewster Ambulance Service has the UHF-radio capability to communicate directly with the Town of Middleborough Fire/Police from all mobile units and our Operations Center. Telephony equipment will be installed at Brewster Ambulance Service, enabling a "ring down" capability between the Town of Middleborough fire alarm and Brewster Ambulance Service's operation center.

**B-6** Brewster Ambulance Service will comply with this stipulation. All Brewster fleet ambulances have C-MED capabilities with all regions.

**B-7** Brewster Ambulance Service will comply with this stipulation.

**B-8** Brewster Ambulance Service will comply with this stipulation.

**B-9** Brewster Ambulance Service will comply with this stipulation.

**B-10** Brewster Ambulance Service will comply with this stipulation.

**B-11** Brewster Ambulance Service will comply with this stipulation.

## CONDITION: Area of Operation

**C-1** Brewster Ambulance Service will comply with this stipulation.

**C-2** Brewster Ambulance Service will comply with this stipulation.

**C-3** Brewster Ambulance Service will comply with this stipulation.

**C-4** Brewster Ambulance Service will comply with this stipulation.

CONDITION: Area of Operation (continued)

**C-5** Brewster Ambulance Service will comply with this stipulation.

**C-6** Brewster Ambulance Service will comply with this stipulation.

CONDITION: Ambulance Operation

**D-1** Brewster Ambulance Service will comply with this stipulation.

**D-2** Brewster Ambulance Service will comply with this stipulation.

**D-3** Brewster Ambulance Service will comply with this stipulation.

**D-4** Regarding all items under the Indemnification condition, Brewster Ambulance Service will comply to all Bidder's Obligations, Town's Obligations, Notice and Defense, and Survival stipulations.

CONDITION: Insurance

**E-1** Brewster Ambulance Service will comply with this stipulation.

**E-2** Brewster Ambulance Service will comply with this stipulation.

**E-3** Brewster Ambulance Service will comply with all of the insurance coverage stipulations listed.

**E-4** Brewster Ambulance Service will comply with this stipulation.

**E-5** Brewster Ambulance Service will comply with this stipulation.

## CONDITION: Records and State Regulations

### CONDITION: Records and State Regulations



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service will comply with this stipulation.

### CONDITION: Operating Conditions



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service acknowledges this stipulation.

CONDITION: Training

CONDITION: Training

F1

Brewster Ambulance Service will comply with this stipulation.

F2

Brewster Ambulance Service will comply with this stipulation.

CONDITION: Assigning of Personnel

F1

Brewster Ambulance Service will comply with this stipulation.

F2

Brewster Ambulance Service will comply with this stipulation.

CONDITION: Quality Assurance and Quality Improvement

J1

Brewster Ambulance Service will comply with this stipulation.

J2

Brewster Ambulance Service will comply with this stipulation.

J3

Brewster Ambulance Service will comply with this stipulation.

CONDITION: Compensation

K1

Brewster Ambulance Service will comply with this stipulation.

K2

Brewster Ambulance Service will comply with these stipulations.

CONDITION: Compensation (continued)

K-3

Brewster Ambulance Service will comply with this stipulation.

CONDITION: Housing and Posting

L-5

Brewster Ambulance Service will comply with this stipulation.

CONDITION: Termination

M-1

Brewster Ambulance Service will comply with this stipulation.

M-2

Brewster Ambulance Service will comply with this stipulation.

M-3

Brewster Ambulance Service will comply with this stipulation.

M-4

Brewster Ambulance Service will comply with this stipulation.

M-5

Brewster Ambulance Service will comply with this stipulation.

M-6

Brewster Ambulance Service will comply with this stipulation.

M-7

Brewster Ambulance Service will comply with this stipulation.

M-8

Brewster Ambulance Service will comply with this stipulation.

CONDITION: Replacement Operation

CONDITION: Replacement Operation



Brewster Ambulance Service will comply with this stipulation.

CONDITION: Amendments to Contract



Brewster Ambulance Service will comply with this stipulation.

CONDITION: IFB Information Sheet



Brewster Ambulance Service acknowledges this stipulation.

CONDITION: Violations



Brewster Ambulance Service will comply with this stipulation.



Brewster Ambulance Service acknowledges this stipulation.

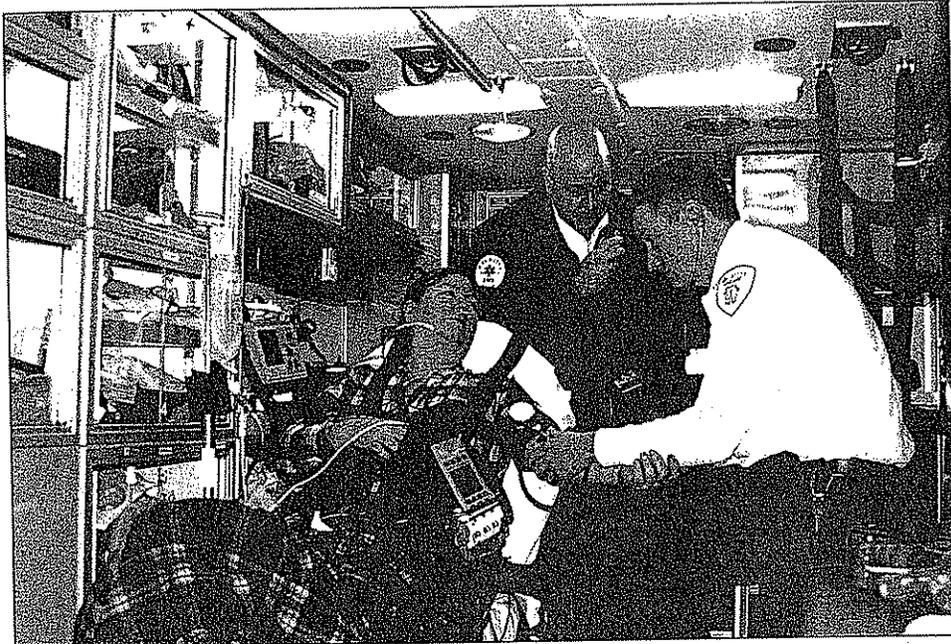


## A CLOSER LOOK AT BREWSTER AMBULANCE SERVICE

### The Brewster Experience and Its Solid History

As the health care industry continues to change and evolve, efficient and effective front-line care becomes even more critical to patients and communities. At Brewster Ambulance Service, we are dedicated to collaboration and local control by partnering with municipalities and health care institutions to reduce response time and ensure the very highest quality medical care possible.

Founded in 1906, Brewster Ambulance Service was New England's largest and longest-serving ambulance service. By 1996, the company had nine locations servicing major



hospitals and communities from Boston to Cape Cod. Brewster Ambulance Service also served 75% of the Boston market with more than 200,000 transports a year.

Once again, Brewster Ambulance Service is proud to continue this tradition of excellence under the leadership of Mark Brewster and George Brewster Jr. Locally owned and family operated, Brewster Ambulance Service is based in Boston and values a strong community commitment, superior training and top-quality medical care.

### A Comprehensive Approach to EMS

Brewster Ambulance Service is committed to a comprehensive approach to EMS (Emergency Medical Services), a driving force behind the many extra and exceptional services we provide our clients. We recognize that public awareness and education, community involvement, advanced training, support programs for public safety officials and special event planning impacts the success of the EMS system. It also contributes immeasurably to creating and promoting a safe, vibrant and attractive community. We were the first to institute these programs decades ago, and continue to offer new initiatives in each of these areas to the municipalities and organizations we serve.

## A Closer Look at Brewster Ambulance Service (continued)

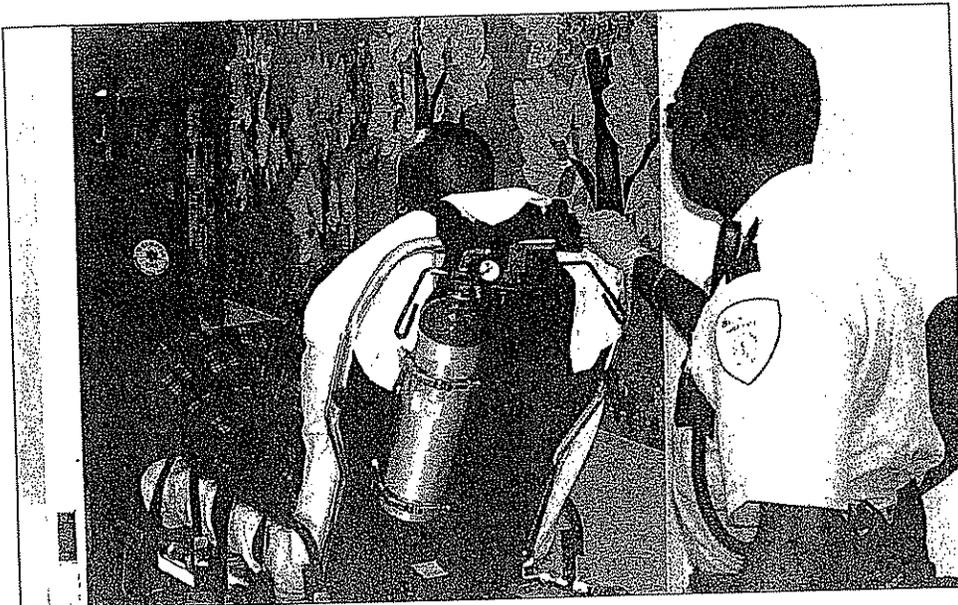
### Top Quality Service and Care

Brewster Ambulance Service has been a trusted family owned and operated industry leader serving Boston and the South Shore with the highest quality care for nearly 100 years. We are ready and eager to bring our philosophy, experience and unique brand of service to the Town of Middleborough. Committing ourselves to being number one when it comes to responding to your current needs, we desire to be proactive in assuring all your future EMS requirements are met or exceeded.

### Team Leadership

At the foundation of Brewster Ambulance Service is a strong leadership team with decades of experience in the ambulance service sector. The operations team at Brewster

Ambulance Service is made up of President and CEO, Mark Brewster, Vice President and COO, George Brewster Jr., Operations Manager, Lorna Venere, and Director of Quality Assurance, Daniel Thomas.



Mark Brewster grew up working at the original Brewster Ambulance Service under the leadership of his father. By 1995, Mark was an operations supervisor for the company and managed the daily operations for 45 ambulances and 170 crew members in the Brewster

Ambulance Service South Division. George Brewster Jr. started his EMS career as an EMT, and then was promoted to Operations Supervisor and managed the daily operations in the Boston Division, which consisted of 80 ambulances and 280 crew members.

Operations Manager Lorna Venere worked with the original Brewster Ambulance Service for more than ten years. She stayed with AMR through the merger, working in all aspects of Operations and Business Development and is a leader in operations management, dispatch and training.

## A Closer Look at Brewster Ambulance Service (continued)

Daniel Thomas worked as an EMT and Operations Supervisor for the original Brewster Ambulance Service, and now acts as Director of Quality Assurance.

With our combined leadership's experience, inspired by the energy and capability of our talented EMS team, Brewster Ambulance Service is able to provide a broad level of service that helps municipal operations achieve greater success for their community.

### Management Response

Brewster Ambulance Service stands ready to conduct operational oversight meetings as frequently as the Town of Middleborough requires. Our tracking capability allows us to immediately monitor on-time performance. Any deviance from the mandatory minimum response times will be immediately addressed by management.



### A Tradition of Excellence Since 1906

- ✦ 1906: George W. Brewster founds Brewster Ambulance Service
- ✦ 1963: Marion Brewster assumes control of the company and runs it successfully for the next 12 years
- ✦ 1985: Marion's son, George, purchases Brewster Ambulance and becomes CEO

## A Closer Look at Brewster Ambulance Service (continued)

- ✦ 1986: Brewster Ambulance Service expands its service capabilities with signed agreements from the towns of Dedham, Brookline and Plymouth to service their 911 system. Brewster also acquires Metro Ambulance
- ✦ 1987: Brewster Ambulance Service develops and implements an advanced 911 system for Dedham and Brookline
- ✦ 1989: The Town of Weymouth seeks and contracts the services of Brewster Ambulance Service
- ✦ 1990: Brewster Ambulance Service continues to grow with the acquisition of Reardon Ambulance
- ✦ 1993: Brewster Ambulance Service acquires Trans-Med and Ages Ambulance
- ✦ 1996: Brewster Ambulance Service effectively serves 75% of the Boston market with more than 200,000 trips a year in the Commonwealth. Hospitals contracting with Brewster Ambulance Service included Beth Israel Deaconess Medical Center, Brigham and Women's Hospital, Caritas Carney Hospital, Boston Medical Center and New England Medical Center, among others.
- ✦ 1997: Brewster Ambulance Service announces its acquisition by Medtrans New England Inc., a subsidiary of Laidlaw Inc.
- ✦ 2010: Brewster Ambulance Service reopens under the new leadership of Mark



Brewster, with the sole purpose of providing municipalities, communities and professional health care facilities the highest quality emergency medical transport care and service

### Vehicles

The Brewster Ambulance Service fleet is comprised of year 2009 or newer vehicles with the latest state-of-the-art equipment. These vehicles exceed local, state and federal guidelines and requirements

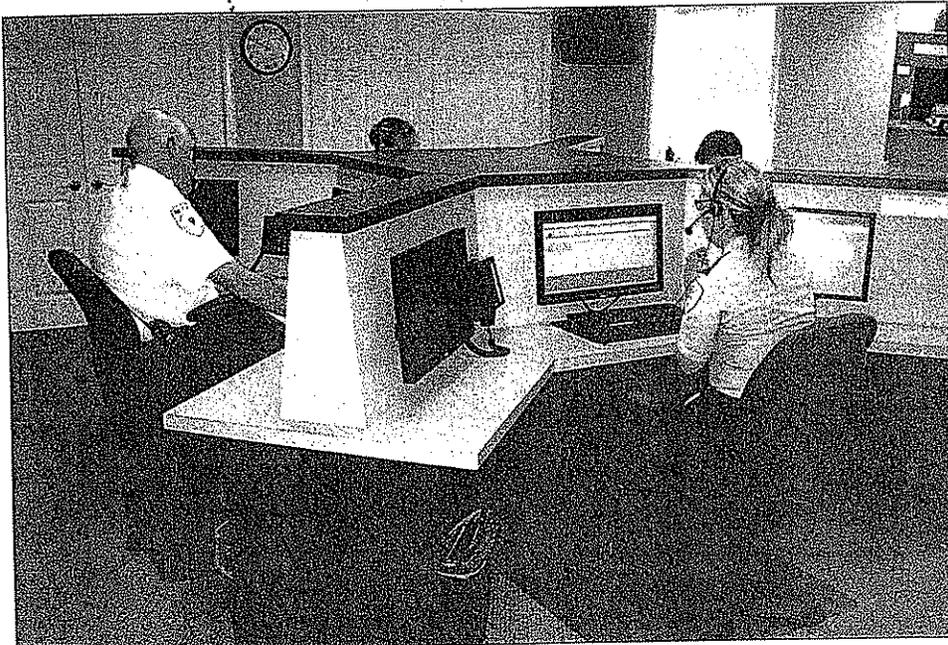
## A Closer Look at Brewster Ambulance Service (continued)

for safety. All vehicles—both ALS and BLS—are equipped with the most technologically advanced equipment to better meet the needs of a more complex and evolving clinical demographic.

We can retrofit Brewster Ambulance Service transport vehicles to accommodate bariatric patients, transporting these patients securely and comfortably with more properly suited equipment.

All Brewster Ambulance Service vehicles undergo daily mechanical and equipment check-outs by the transport staff. Brewster Ambulance Service has a rigorous preventative maintenance inspection (PMI) program which ensures that all vehicles are operating at optimal performance levels.

Brewster Ambulance Service has a dedicated maintenance vendor available to address any service issues 24-hours-a-day.



### Communications and Dispatch

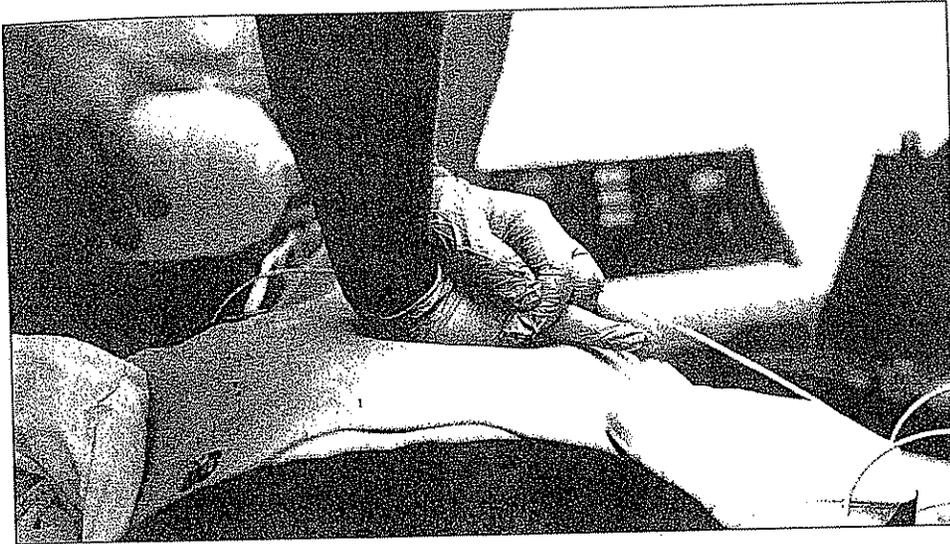
Brewster Ambulance utilizes the Zoll® Rescue Net Dispatch system in our state-of-the-art dispatch center. This CAD solution brings superior efficiency to our dispatch, vehicle tracking and data collection solutions for reporting on performance. Brewster's Communication Center features internal and external backup systems, ensuring that dispatch operations will function without interruption under

all circumstances. We maintain continuous communication with our vehicles through radio, cell phone and GPS. Our reliable, tested technology ensures efficient round-the-clock communication with the Town of Middleborough.

Brewster Ambulance Service's Communications Center uses CAD technology to identify the closest available resource and reduce the time it takes to dispatch a call.

## A Closer Look at Brewster Ambulance Service (continued)

This system's capabilities include configurable response plans and time stamping of all events, which allows us to review Communications Center and field personnel performance based on key points in the response, such as the time on scene and total transport time.



In addition to review of CAD data, Communications Center activity is monitored by recording all radio, telephone lines and reviewing time to initiate a call in the system. Our Communication Center performance reports cover such as vehicle on-time performance, average answer time, average talk time, and compliance to medical dispatch protocols.

Brewster Ambulance Service plans to expand our current infrastructure to accommodate a secondary PSAP capability to meet service requirements with the Town of Middleborough. All Brewster Ambulance Service communications personnel will be EMD-trained and certified.

### Personnel Qualifications and Credentials

Brewster Ambulance Service EMTs and Paramedics exceed EMS certification and training requirements. During orientation and throughout the year, all Brewster Ambulance Service employees are required to take a course or refresher course in infection control, airborne pathogens, blood-borne pathogens, HIPPA, injury prevention, and emergency vehicle operations. Candidates for employment with Brewster Ambulance Service have their driving record thoroughly scrutinized before hiring.

- ✦ EMTs and Paramedics are responsible for maintaining their credentials and certifications. Brewster Ambulance Service sponsors continuing education support in order for employees to maintain their certifications and credentials

## A Closer Look at Brewster Ambulance Service (continued)

- ✦ Brewster Ambulance Service provides in-house EMT and paramedic training and certification (CPR, ACLS, PALS, PHTLS) programs, as well as refresher courses and continuing education programs. All certification programs are videotaped to confirm trainee attendance
- ✦ All of our communications staff is trained and certified EMD communications specialists as well as being EMT-P or EMT-B certified
- ✦ Under the direction of our Medical Director, all Brewster Ambulance Service employees are required to attend monthly medical rounds and a skills lab twice per year at the Brigham and Women's Hospital SIM lab





## ADDITIONAL PROPOSED SERVICE AS PART OF THE AWARDED CONTRACT

We Believe in a Wholistic Approach to Creating Community with Safe and Professionally Trained Responders

At Brewster Ambulance Service, we know that providing municipal support to a community involves more than just excellent ambulance service and medical care. When managing an emergency response team, we believe that thoroughly-trained professionals with the necessary equipment to perform is what reduces risk, helps manage to budgets and saves lives.

As part of an awarded contract, Brewster Ambulance Service will provide to the Town of Middleborough the following *additional* items:

- ✦ Brewster Ambulance Service will award five (5) scholarships to our EMT class. Upon successful completion, each graduate will be placed in a mentoring program and, if desired, considered for future employment with Brewster Ambulance Service
- ✦ Brewster Ambulance Service will donate one (1) AED to the Town of Middleborough for placement in a municipal building currently without an AED device. Brewster Ambulance Service will train municipal employees to operate the AED device and perform CPR
- ✦ If so desired, all existing Middleborough ambulance providers will have the opportunity to apply and interview with Brewster Ambulance Service. The Town of Middleborough Fire and Police Chief is encouraged to participate in feedback on employee performance
- ✦ Brewster Ambulance Service will provide free quarterly CPR training classes to Town of Middleborough residents and coordinate the scheduling and promotion of these training classes
- ✦ In a gesture of community-building among fellow first responders, Brewster Ambulance Service will offer free CPR, AED device and first responder training to surrounding community fire and police department personnel who provide mutual aid to the Town of Middleborough



## WORKING AS A TEAM, WINNING AS A TEAM

Brewster Ambulance Service and the Town of  
Middleborough: Caring for the Town's Emergency Needs

All of us at Brewster Ambulance Service would like to thank the Town of  
Middleborough for the opportunity to provide this proposal.

For questions or clarifications, please don't hesitate to contact Mark Brewster directly  
at 617.983.1000.

**BREWSTER**  
AMBULANCE SERVICE

Brewster Ambulance Service

285 Hyde Park Avenue  
Boston, MA 02130

Phone: 617.983.1000  
Fax: 617.983.4025

[www.BrewsterAmbulance.com](http://www.BrewsterAmbulance.com)

**BREWSTER**  
AMBULANCE SERVICE

20

# Detailed Costs Information Sheet

# IFB Information Sheet

## Primary Service

Middleborough with one dedicated ALS (Paramedic-Intermediate) ambulance

- A) July 1, 2011 – June 30, 2012 = \$ 150,000.00 in 12 monthly payments of \$ 12,500.00
- B) July 1, 2012 – June 30, 2013 = \$ 175,000.00 in 12 monthly payments of \$ 14,583.33
- C) July 1, 2013 – June 30, 2014 = \$ 200,000.00 in 12 monthly payments of \$ 16,666.66

Five hundred and twenty five thousand dollars and zero cents = \$ 525,000.00  
Total Lump Sum in Words Total Price in Numbers

## Option A

Middleborough with one dedicated ALS (paramedic-Intermediate) ambulance and one dedicated BLS backup ambulance

- A) July 1, 2011 – June 30, 2012 = \$ 200,000.00 in 12 monthly payments of \$ 16,666.66
- B) July 1, 2012 – June 30, 2013 = \$ 225,000.00 in 12 monthly payments of \$ 18,750.00
- C) July 1, 2013 – June 30, 2014 = \$ 250,000.00 in 12 monthly payments of \$ 20,833.33

Six hundred and seventy five thousand dollars and zero cents = \$ 675,000.00  
Total Lump Sum in Words Total Price in Numbers

## Option B

Middleborough with two dedicated ALS (paramedic-Intermediate) and the other at Paramedic-Basic level

\*\*\*\*Brewster will staff at a minimum of a paramedic and Intermediate

- A) July 1, 2011 – June 30, 2012 = \$ 250,000.00 in 12 monthly payments of \$ 20,833.33
- B) July 1, 2012 – June 30, 2013 = \$ 275,000.00 in 12 monthly payments of \$ 22,916.66
- C) July 1, 2013 – June 30, 2014 = \$ 300,000.00 in 12 monthly payments of \$ 25,000.00

Eight Hundred and twenty five thousand dollars and zero cents = \$ 825,000.00  
Total Lump Sum in Words Total Price in Numbers

Commonwealth Of  
Massachusetts  
Tax Certification

TAX CERTIFICATION - CORPORATION

The undersigned hereby certifies under penalties of perjury that George w Brewster JR has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

George w Brewster JR

\*Signature of Individual or  
Corporate Name (Mandatory)

George w Brewster JR

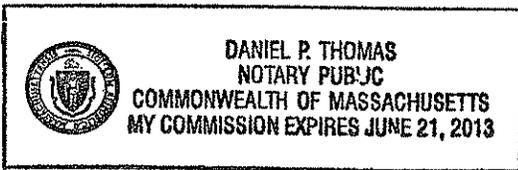
By: Corporation Officer  
(Mandatory, if Applicable)

80-0553448

\*\*Social Security # (Voluntary) or  
Federal Identification Number

\*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Board of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. c 62C. s. 49A.



Don Thomas 3/15/11

Certificate of Authority  
By Clerk/Secretary  
Of  
Corporate Bidder

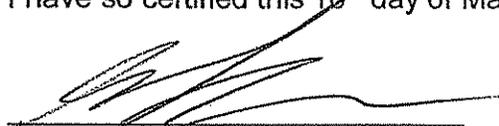
BREWSTER AMBULANCE SERVICE, INC.

Certificate of Authority by Secretary

I, GEORGE W. BREWSTER, JR., certify that I am the duly elected, qualified and acting Secretary of Brewster Ambulance Service, Inc., a Massachusetts corporation (the "Company"), and in my capacity as such Secretary, that:

1. Attached hereto as Exhibit A is the resolution of the Board of Directors of the Company duly adopted on March 16, 2011 in accordance with law and the bylaws of the Company. Such resolution has not been amended or repealed and remains in full force and effect on the date hereof.
2. The persons whose names appear on Exhibit B hereto are the duly elected, qualified and acting officers of the Company occupying the offices set forth opposite their respective names, and the signatures set forth above their respective names are their true signatures.
3. By a vote of the Directors of the Company, Mark E. Brewster, its President has been duly authorized to submit bids on behalf of the Company to the Town of Middleborough to provide emergency ambulance service to persons in need within the town limits.

I have so certified this 16<sup>th</sup> day of March 2011.

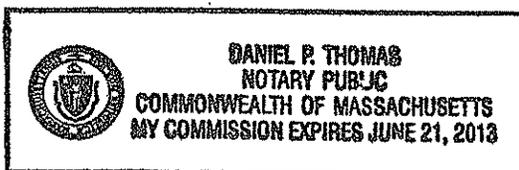
  
GEORGE W. BREWSTER, JR

Secretary

I, Mark E. Brewster, certify that I am the President of the Company, and that appearing above is the true signature of GEORGE W. BREWSTER, JR, the Secretary of the Company.

  
Mark E. Brewster

President



*Daniel Thomas* 3/16/2011

Exhibit A

BREWSTER AMBULANCE SERVICE, INC.

Directors' Resolutions

RESOLVED:

That Mark E. Brewster as President of this Company is authorized from time to time, on behalf of the Company, to execute, acknowledge and deliver a bid or bids on behalf of the Company to the Town of Middleborough to provide emergency ambulance services to persons in need within the town limits. And that Mark E. Brewster is authorized to sign any and all other documents necessary to consummate the above transaction.

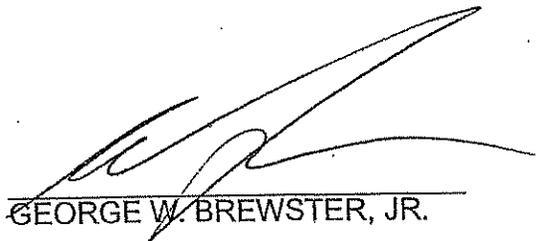
The undersigned, being all the Directors of the Company, hereby unanimously consent to and ratify the action taken as set forth in this Resolution.

Date: March 16, 2011



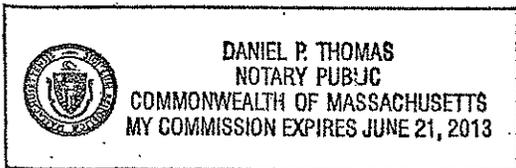
MARK E. BREWSTER

Director



GEORGE W. BREWSTER, JR.

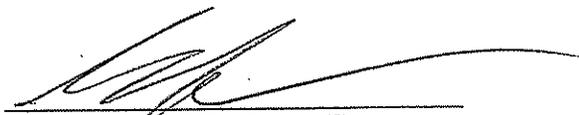
Director



*Daniel Thomas 3/16/2011*

EXHIBIT B

The following persons are the duly elected, qualified and acting officers of the Company occupying the offices set forth opposite their respective names, and the signatures set forth above their respective names are their true signatures.



GEORGE W. BREWSTER, JR

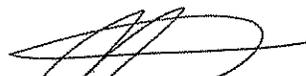
Secretary



Mark E. Brewster

President and Treasurer

Acknowledged by the Board of Directors this 16<sup>th</sup> day of March 2011.



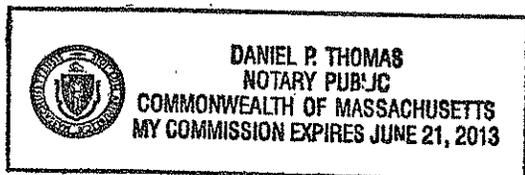
MARK E. BREWSTER

Director



GEORGE W. BREWSTER, JR.

Director

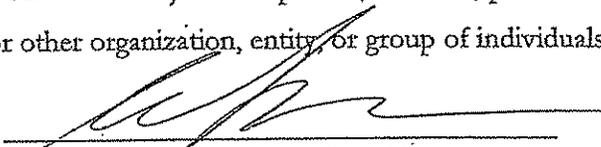


*Daniel Thomas* 3/16/2011

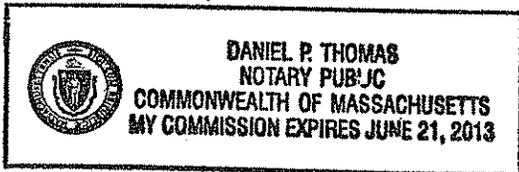
# Non-Collusion Affidavit

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or quotation has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

  
\_\_\_\_\_  
Signature of person submitting bid or quotation

Brewster Ambulance Service, Inc  
Name of Business



Sullivan 3/15/2011

# Customary rates For services

**Charge**

ALS Detail	\$200.00
ALS1 Emergency	\$1,300.00
ALS1 Non Emergency	\$1,200.00
ALS2	\$1,450.00
Ambulance Mileage	\$40.00
BLS Detail	\$150.00
BLS Emergency	\$1,100.00
BLS Non-Emerg	\$950.00
Chair Car	\$80.00
Chair Car 2nd patient	\$10.45
Chair Car Detail	\$90.00
Chair Car Mileage	\$15.00
Interest	\$0.01
SCT	\$1,600.00

Financial Statements  
Will be furnished  
Upon Award of the  
Contract

## Financial References:

Mobility Works  
810 Moe Drive  
Akron, OH 44310  
330-633-1118

Ferno  
70 Weil Way  
Wilmington, Ohio 45177  
937-382-1191

menders, torrey & Spencer, inc.

architecture ■ preservation

123 North Washington Street  
Boston, Massachusetts 02114  
(p) 617.227.1477 (f) 617.227.2654

► April 14, 2011

**Charles Cristello, Town Manager**  
**Town of Middleborough**  
**Town Hall**  
**10 Nickerson Avenue**  
**Middleborough, MA 02453**

**Re: Cupola Restoration and Reinstallation**

Dear Charles:

We are pleased to present this proposal for services for the Cupola Restoration and Reinstallation.

**Project Team:**

The project team will comprise Project Architect Patrick Guthrie, and Architectural Designer Kevin Horne. Patrick Guthrie, RA, LEED AP, has practiced architecture for almost 20 years and worked on numerous restoration and rehabilitation projects. He was the project architect for the cupola removal project. He specializes in historic structures, their construction, materials and appropriate historic treatments. Kevin Horne is a key member of the MTS design and production staff and has worked with Patrick on numerous projects including the design of the Adams Heritage Center in Kingston, MA.

We have also included the services of John Wathne, PE of Structures North. John would serve as engineer of record for structural issues related to cupola anchorage and dome drum evaluation.

**Scope of Services:**

Services for the Cupola Restoration and Reinstallation are budgeted at \$24,560 to include the following:

1. Field investigation for existing conditions and details.
2. Preparation of plans and specifications (construction documents), to be submitted to Town for bidding purposes. Town to provide front end documents (administrative and project requirements) and assemble with plans and specifications provided by Architect.
3. Participating in the bidding through a competitive process administered by the Town, with

advertising by the Town, MTS attendance of a bidder meeting at the site, MTS checking of references of the lowest qualified bidder and recommendation to the Town. Assistance with the preparation of the contract for construction, assuming that the actual preparation is the Town's responsibility.

4. Construction administration which will include review of submittals (products and procedures), regular site visit to ensure that the construction documents are being followed, and approval of contractor invoices for payment.
5. Preparation of a final completion report and final close-out.

**Products:**

1. Deliver to the Owner of paper and electronic copy of construction documents.
2. Deliver to the Owner of the recommendation on the references of the lowest qualified bidder.
3. Deliver to the Owner of paper copy of the completion report
4. The Owner shall have unlimited rights, for the benefit of the Owner, in all reports, programs, drawings, designs, and specifications, developed in the performance of this contract, including the right to use same on any other Projects without additional cost to the Owner for use on this Project, for reference in connection with Owner's use, maintenance or occupancy of this Project, or for additions or renovations to this Project; and with respect thereto, the Designer agrees and hereby grants to the Owner an irrevocable royalty-free license to all such reports, programs, drawings, designs and specifications which he may cover by copyright and to all designs as to which he may assert any rights or establish any claim under any patent or copyright laws. The Designer shall not be responsible for changes made in the documents without the Designer's authorization, nor for the Owner's use of the documents on Projects other than the Project, unless this is a contract for design service for a master plan or prototype.

**Fees and Payments:**

The services herein are to be provided for a lump sum fee of \$24,560, which is to be invoiced based upon progress of the work as illustrated in the attached spreadsheet – titled:

Middleborough Town Hall Cupola Repair Design and Construction Administration

Additional terms are incorporated in this agreement as contained in Standard Terms and Conditions, 2011, attached to the agreement.

**Reimbursable Expenses:**

The following are not included in the above Scope of Work and if requested by the Owner will be payable as Reimbursable Expenses at cost plus 10%. It is prudent to budget \$700 for:

1. Delivery of materials other than US Postal Service.
2. Travel.
3. Printing of 10 sets of Bid Documents.

**Acceptance of proposal:**

Our experience is that the role of the client is essential to the success of the project. We look forward to continuing what is truly a meaningful and satisfying collaboration.

If you have any questions, please give me a call. If this proposal is accepted, please sign below and return.

Sincerely,

Lynne Spencer  
President and Principal, Historic Preservation

For Town of Middleborough,

---

Authorized Signature  
Title

Date

**Attachments:**

Task and Fee Breakdown  
MTS Architects Standard Terms and Conditions, 2011

**Menders, Torrey & Spencer, Inc.**  
**TERMS AND CONDITIONS**  
**2011**

**Professional Services**

Time of all professional, technical and clerical employees engaged on the project will be charge at the following hourly rates:

Principals .....	\$135
Architect .....	\$ 110
Architectural Designer.....	\$ 80
Historic Preservation Specialist.....	\$ 80
Architectural Intern .....	\$ 50

These rates will remain in effect for the Agreement to which this Schedule of Terms and Conditions is attached, for one year. For services performed in subsequent years, the Architect's then current rates will apply.

**Consultants**

Services and expenses of consultants will be charged 1.10 times actual cost to Menders, Torrey & Spencer Inc. Such consultants may, as appropriate, include mechanical, electrical, structural and civil engineers; acoustical, lighting, elevator, traffic, parking, landscaping, food service, environmental and other consultants. Architect will obtain approval of the Client prior to retaining consultants billable to the project.

**Reimbursable Expenses**

Out-of-pocket expenses incurred by Menders, Torrey & Spencer Inc. in providing services are reimbursable and will be charged at 1.10 time actual costs. Such expenses may include, as appropriate, transportation; long distance telephone; paper mail, shipping and courier services; reproduction and copying costs. Additional expenses, for which the Architect shall obtain prior approval from the Client, may include: living costs while traveling; consumable supplies for drafting, model making, photography, videotaping and exhibits; cost of models, films, videotapes and exhibits made by others; expense of overtime work when required by the Client; site and topographic surveys, including information on existing conditions, utility services, easements, zoning, deed and other restrictions; investigations of subsoil conditions including borings and test pits, percolation, water flow and other tests; soils engineering services for analysis of data and recommendations for soils and rock stabilization, foundation design methods and criteria and water control measures; tests with analysis of data and recommendations for the design of the building structure and enclosure, and control of the wind velocities in pedestrian areas; structural, mechanical, chemical and other tests, reports and inspections; services related to the discovery, identification, presence, handling, disposal, or removal of hazardous materials pre-existing in any form at the project including, but not limited to asbestos and asbestos products; legal matters relating to property; auditing and insurance counseling services; marketability and financial feasibility studies; security systems analysis; and other similar services and information.

**Photographs**

The Client agrees to allow Menders, Torrey & Spencer Inc. to take photographs of the Work while in progress and at the completion of construction for professional publications.

**Payment Schedule**

Invoices are rendered in accordance with the rates and charges set forth in this document, and are due within thirty (30) days after invoice date. Invoice balances remaining unpaid for thirty (30) days after invoice date will bear interest from invoice date at 1.5 percent per month or at the maximum

lawful interest rate, if such lawful rate is less than 1.5 percent per month. If Client fails to pay any invoice in full within thirty (30) days after invoice date, Menders, Torrey & Spencer Inc. may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of Services upon ten (10) days prior written notice to Client. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, Menders, Torrey & Spencer Inc. shall be entitled to full reimbursement of all such costs, including reasonable attorney fees, as part of this Agreement. The laws of the State of Massachusetts shall apply to this Agreement. Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

#### **Ownership of Documents**

All drawings, Specifications, project manuals, reports, field data and notes, estimates and other documents prepared as instruments of service shall remain our property. Client agrees that all work we furnish to you or your agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever. We will retain all pertinent records relating to services performed for a period of six years following completion of our contract, during which period the records will be made available to you at all reasonable times.

#### **Insurance**

We are protected by Worker's Compensation, Professional Liability insurance and General Business Liability Insurance. We will furnish information and certificates upon request. We will not be responsible for any loss, damages, or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, subcontractors and agents, or from those of any person for whose conduct we are not legally responsible.

#### **Standard of Care**

In accepting this agreement for architectural services, Client acknowledges the inherent risk associated with construction. In performing our professional services, we will use the degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same of similar locality.

#### **Limitation of Liability**

For any damages on account of any error, omission or other professional negligence, our liability will be limited to a sum, not to exceed \$25,000, or our fee received under this agreement less third party costs, whichever is greater. If you prefer not to limit our professional liability to this sum, we will waive this limitation upon your written request provided that you agree to pay the premium for the additional insurance coverage, which you request and we are able to secure.

**Middleborough Town Hall Cupola  
Repair Design and Construction Administration**

4/15/2011

Task	Responsibility	Patrick Guthrie, Project Architect	Kevin Horne, Architectural Designer	Structures- North	TOTAL
<b>Existing Conditions Investigation &amp; Construction Documents - Cupola</b>					
Field visit to measure cupola, catalog deficiencies for repair (on cupola pick-day)	Architect (MTS)	6	6		
Engineer visit to document cupola anchorage.	Structures-North			600	
Prepare architectural and structural drawings (from engineer sketches) for cupola	Architect (MTS)	4	32		
Prepare architectural restoration specifications for cupola	Architect (MTS)	8			
Prepare Structural sketches and specifications for cupola and anchorage to dome (dome listed separately below) MTS time for coordinating with restoration details	Structures-North			1,000	
Prepare architect's opinion of costs for cupola restoration	Architect (MTS)	2			
<b>Subtotal Hours</b>		<b>20</b>	<b>38</b>		<b>58</b>
<b>Subtotal Fee</b>		<b>2,200</b>	<b>3,230</b>	<b>1,600</b>	<b>7,030</b>
<b>Existing Conditions Investigation &amp; Construction Documents - Dome</b>					
Additional Engineer visits to document dome+A1 structural conditions (value for 2).	Structures-North (MTS)	4		1,200	
Prepare plans and specifications, including engineers services*	Architect (MTS)	4	16	3,000	
<b>Subtotal Hours</b>		<b>8</b>	<b>16</b>		<b>24</b>
<b>Subtotal Fee</b>		<b>880</b>	<b>1,360</b>	<b>4,200</b>	<b>6,440</b>

**Middleborough Town Hall Cupola  
Repair Design and Construction Administration**

4/15/2011

<b>Task</b>	<b>Responsibility</b>	<b>Patrick Guthrie, Project Architect</b>	<b>Kevin Horne, Architectural Designer</b>	<b>Structures- North</b>	<b>TOTAL</b>
<b>Bidding</b>					
Coordinate with Town of Preparation of IFB (assumes town will prepare IFB, technical specifications will be provided by architect), attend pre-bid walkthrough, respond to RFI's, prepare up to three addenda.	Architect (MTS)	12	16		
Print and send 10 CD sets to Town for bidders, provide 2 sets to town. 12 sets total.	Architect (MTS)		2		
<b>Subtotal Hours</b>		<b>12</b>	<b>18</b>		<b>30</b>
<b>Subtotal Fee</b>		<b>1,320</b>	<b>1,530</b>		<b>2,850</b>
<b>Construction Administration</b>					
Administer contract document during a 8 week construction period.	Architect (MTS)	12	32	3,500	
<b>Subtotal Hours</b>		<b>12</b>	<b>32</b>		<b>44</b>
<b>Subtotal Fee</b>		<b>1,320</b>	<b>2,720</b>	<b>3,500</b>	<b>7,540</b>
<b>REIMBURSEABLE EXPENSES</b>					
Travel					200
Printing and postage (Plans and specifications - 10 copies)					500
<b>Subtotal</b>					<b>700</b>
<b>COMBINED AMOUNT</b>					
<b>Subtotal Hours</b>		<b>52</b>	<b>104</b>		
<b>Subtotal Expenses</b>					<b>700</b>
<b>TOTAL FEE</b>		<b>5,720</b>	<b>8,840</b>	<b>9,300</b>	<b>24,560</b>
* Engineer fee for dome based on preliminary site visit only.					

# AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768  
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499  
WWW.AMORYENGINEERS.COM

## MEMORANDUM

**TO:** Mr. Charles Cristello, Town Manager

**FROM:** Richard S. Johnson, P.E.  
Amory Engineers, P.C.

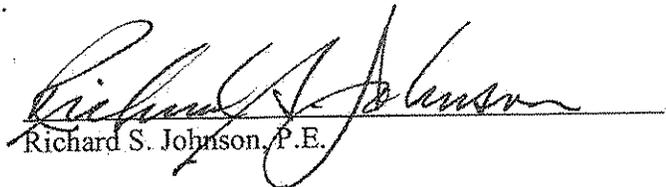
**RE:** Water Management Act – Seasonal Water Use Restrictions

**DATE:** April 20, 2011

### SUMMARY:

This memo is to confirm our discussion at yesterday's meeting regarding the Town's Water Management Act (WMA) Permit. As we discussed, the Town's existing WMA Permit includes a number of Special Conditions. Specifically, it contains Special Condition No. 7 Summer Limits on Withdrawals, which allows the Town to select either a calendar trigger or the stream flow trigger for implementing restrictions on non-essential outdoor water use between May 1 and September 30 of each year. Historically, the calendar trigger has been used by the Town when implementing water use restrictions. Included with recent correspondence between the Town and MassDEP was Attachment A<sup>1</sup> which sets forth "Seasonal Limits on Non Essential Outdoor Water Use". These are minimum restrictions required by MassDEP under the Permit. I understand that you will be presenting this item for implementation of the "Seasonal Limitation on Outdoor Water Use" to the Board of Selectmen at their next meeting.

Please call me if you have any question.

  
Richard S. Johnson, P.E.

RSJ:vs  
Enc  
cc: Joseph Silva  
Andrew Bagas

<sup>1</sup> Copy attached.

Town of Middleborough  
WMA Permit #9P425182.01  
Amendment Application Transmittal # X234282

April 8, 2011

## ATTACHMENT A

### Seasonal Limits on Nonessential Outdoor Water Use

Middleborough shall limit nonessential outdoor water use through mandatory restrictions from May 1<sup>st</sup> through September 30<sup>th</sup> as outlined in Table 3 below.

The Town shall be responsible for tracking streamflows and drought advisories and recording when restrictions are implemented if streamflow triggered restrictions are implemented. See Accessing Streamflow and Drought Advisory Website Information in Table 4 for instructions. Middleborough shall document compliance with the seasonal limits on nonessential outdoor water use annually in its Annual Statistical Report (ASR), and indicate whether it anticipates implementing calendar triggered restrictions or streamflow triggered restrictions during the next year.

Nothing in this permit shall prevent the Town of Middleborough from implementing water use restrictions that are more restrictive than those set forth in this permit.

#### Water Uses Restrictions

Nonessential outdoor water uses that are subject to mandatory restrictions include:

- irrigation of lawns and landscaping via sprinklers or automatic irrigation systems;
- washing of vehicles, except in a commercial car wash or as necessary for operator safety; and
- washing of exterior building surfaces, parking lots, driveways or sidewalks, except as necessary to apply surface treatments such as paint, preservatives, stucco, pavement or cement.

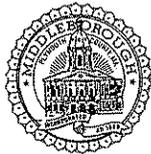
The following uses may be allowed when mandatory restrictions are in place:

- irrigation to establish a new lawn and new plantings during the months of May and September;
- irrigation of public parks and recreational fields by means of automatic sprinklers outside the hours of 9 am to 5 pm; and
- watering lawns, gardens, flowers and ornamental plants by means of a hand-held hose.

Water uses NOT subject to mandatory restrictions are those required:

- for health or safety reasons;
- by regulation;
- for the production of food and fiber;
- for the maintenance of livestock; or
- to meet the core functions of a business (for example, irrigation by golf courses as necessary to maintain tees, greens, and limited fairway watering, or irrigation by plant nurseries as necessary to maintain stock).

*Incorporated 1669*  
*335 Years of Progress*



CRANBERRY CAPITAL  
OF THE WORLD



**Town of Middleborough**  
**Massachusetts**

Town Manager

508-947-0928  
FAX 508-946-2320

April 22, 2011

Eric C. Stebbins, Sr.  
66 Mayflower Avenue #36  
Middleborough, MA 02346

Dear Mr. Stebbins:

I am happy to appoint you to the Conservation Commission subject to the approval of the Board of Selectmen pursuant to Massachusetts General Laws Chapter 40, Section 8C for a term to expire in March 2013.

By copy of this letter, I am asking the Selectmen to approve your appointment at their meeting Monday, April 25, 2011.

You will need to be sworn in by the Town Clerk at her office at 20 Centre Street, prior to assumption of your duties on the Commission.

Thank you for your willingness to serve the Town of Middleborough.

Very truly yours,

Charles J. Cristello  
Town Manager

CJC/ajf

cc: Board of Selectmen  
Eileen S. Gates, Town Clerk  
Conservation Commission

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CRANBERRY CAPITAL  
OF THE WORLD



**Town of Middleborough**  
**Massachusetts**

Town Manager

508-947-0928  
FAX 508-946-2320

April 22, 2011

John Joseph Medeiros  
34 Fernway  
Middleborough, MA 02346

Dear Mr. Medeiros:

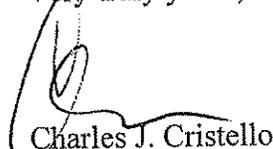
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Thank you for your willingness to serve the Town of Middleborough.

Very truly yours,



Charles J. Cristello  
Town Manager

CJC/ajf  
cc: Board of Selectmen  
Eileen S. Gates, Town Clerk  
Conservation Commission

# MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET  
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates  
Chief of Police

April 12, 2011

Board of Selectmen  
Town Hall  
Middleborough, MA 02346

Request for a list of candidates from Civil Service.

Honorable Board,

This is a request to the Board to requisition from Civil Service a list of candidates to fill one of the open Police Officer positions. The Board will need to authorize the Chairman to sign the requisition form as the Board is the appointing authority.

This Police Officer position can be filled within the FY2011 and FY2012 Police Department budget. This will not require any additional funds.

As you are aware the Police Department has several unfilled positions and recently an officer was activated for military service and deployed to the Middle East. He is not expected to return until 2012.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Bruce Gates".

Bruce Gates,  
Chief of Police

c/c  
Charles Cristello  
Town Manager  
Town of Middleborough

The Commonwealth of Massachusetts  
Human Resources Division, Civil Service Unit  
One Ashburton Place  
Boston, MA 02108

Telephone (617) 727-3777  
Toll Free within MA: 1-800-392-6178  
Fax: (617) 727-0399  
TTY: (617) 878-9762

## Civil Service Requisition (Form 13)

**Please complete the following information.**

City/Town or State Agency: MIDDLEBOROUGH Date: APRIL 25, 2011  
Department: POLICE DEPARTMENT  
Division: \_\_\_\_\_  
Mailing Address: 99 N. MAIN STREET  
City: MIDDLEBOROUGH State: MA Zip Code: 02346  
Phone: 1-508-947-1212 Fax: 1-508-947-1009 Email: bruce.gates@mpdmail.com

**Please select an option and complete the requested information below:**

To the Personnel Administrator:

I hereby certify that I have the power of appointment and that there are no employees entitled to reinstatement in this position (General Laws, Chapter 31, Section 39) and therefore call for a requisition as follows:

I request a CERTIFICATION from an existing:  Open Competitive  Re-employment List

Position Title: POLICE OFFICER Title Code: \_\_\_\_\_

Number of Vacancies: 1

Status Type (check one): Permanent  Temporary  Military Substitute

Employment Type (check one): Full Time  Reserve  Intermittent  Call

Other Requirements: \_\_\_\_\_  
(for example: unusual hours, driver's license, etc.)

Do you require an alternative certification? If yes, please check the box that applies below.

Number of vacancies to be filled using PAR.10: \_\_\_\_\_ Female: \_\_\_\_\_ Minority: \_\_\_\_\_

Please note that PAR.10 Minority certification may not be utilized for entry level appointments in departments subject to NAACP or Castro consent decrees. PAR.10 may be requested for promotional titles.

Do you require a selective certification? If yes, please check the box that applies below.

Selective Certification: Gender: \_\_\_\_\_ EMT: \_\_\_\_\_ Bilingual: \_\_\_\_\_ specify language: \_\_\_\_\_

\_\_\_\_\_  
Signature of the officer authorized by law to make appointments. ALFRED P. RULLO JR., CHAIRMAN, BOARD OF SELECTMEN APRIL 25, 2011  
Typed name, title and date

BRUCE GATES, CHIEF OF POLICE  
Interviewer/Contact: Name and title. Give the full address of the location where the interviews are to be held.

MIDDLEBOROUGH POLICE DEPARTMENT

99 N. MAIN ST., MIDDLEBOROUGH MA 02346



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

February 16, 2011

Board of Selectman  
10 Nickerson Ave.  
Middleboro, MA 02346

Dear Sir or Madam:

We are requesting to run a road race on Saturday, June 4, 2011 and a Triathlon on Sunday, July 10, 2011. The course for the road race and triathlon will begin at Camp Yomechas and run along Rt. 28 to Rocky Gutter, Purchase St., Thomas St., Tispaquin St. and back on Rt. 28 to the camp.

I will be notifying the police department that we will be need police detail that day. If you have any questions please feel free to contact me at 508-947-1390.

Sincerely,

Stephanie Mancini  
Sr. Program Director  
Old Colony Y Middleboro Branch  
61 E. Grove St.  
Middleboro, MA 02346

XC: Police, Fire, DPW for comments

**Jacqueline Shanley**

---

**From:** Lance Benjamino  
**Sent:** Tuesday, April 12, 2011 1:54 PM  
**To:** Jacqueline Shanley  
**Subject:** RE: YMCA Road Race

Jackie,

I have a couple of concerns regarding the Triathlon:

1. What safety precautions will be in place for fatigued swimmers in the water ie. rescue swimmers, divers, rescue boat(s) etc.?
2. Will there be emergency medical personnel on staff to tend to runners, cyclists or swimmers that may need it?

If not, the fire department can provide them with rescue divers and emts at the going detail rate, which is

Any further questions, please feel free to contact me,

*approximately \$55./hr. depending on if an officer or private works the detail.*

Lance Benjamino  
Chief of Department  
125 North Main Street  
Middleborough, MA 02346  
508-946-2461  
Firechief@middleborough.com

- > Recommends 2 divers/emts and a boat.
- > They may contact the chief.

---

**From:** Jacqueline Shanley  
**Sent:** Tue 4/12/2011 1:02 PM  
**To:** Chief Bruce Gates; Lance Benjamino; Andy Bagas  
**Subject:** YMCA Road Race

Good Afternoon:

Please review the attached and let me know if you have any objections, concerns, requests relative to the Board approving the attached request. This matter is scheduled for 4/25/11 Selectmen's meeting.

Thank you!

Jackie

**Jacqueline Shanley**

---

**From:** Chief Bruce Gates [bruce.gates@mpdmail.com]

**Sent:** Wednesday, April 13, 2011 7:14 AM

**To:** Jacqueline Shanley

**Subject:** YMCA

Jackie,

I don't have any opposition to these as they are usually run every year. We would hope the organizers of the race caution the runners to stay on one side of the road and if possible stay single file especially on Rt 28.

Thanks

Bruce

*Incorporated 1669*  
*338 Years of Progress*



CRANBERRY CAPITAL  
OF THE WORLD



**Town of Middleborough**  
**Massachusetts**

508-947-4095

ZONING BOARD OF APPEALS

April 19, 2011

Board of Selectmen  
Middleboro Town Hall  
10 Nickerson Avenue  
Middleboro, MA 02346

Re: Re-appointments

Dear Honorable Board:

The Zoning Board of Appeals would like to request that Norman Diegoli of Sunset Avenue, Middleboro, MA 02346 and Eric Priestly of 31 Rocky Gutter Street, Middleboro, MA 02346, be reappointed to the Zoning Board with a term to expire April 2016.

The board would like to inform you that Norman Diegoli has served as a Zoning Board member for over 40 years.

Please contact the Zoning Office if you need any further information.

Sincerely,

Bruce G. Atwood, Chairman  
Zoning Board of Appeals

# MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET  
MIDDLEBOROUGH, MA 02346

(508) 947-1212  
Fax (508) 947-1009



**Bruce D. Gates**  
Chief of Police

March 31, 2011

Board of Selectmen  
Middleborough, MA 02346

Re: Surplus Property

Honorable Board:

The Middleborough Police Department respectfully requests that the Board declare the following item surplus:

2005 Ford Crown Vic Sedan                      2FAFP71W95X107516                      120,244 Miles

We'd like to keep the above for parts to be used for fleet maintenance.

If you have any questions please feel free to contact me.

Respectfully,

A handwritten signature in cursive script that reads "Bruce Gates".

Bruce Gates  
Chief of Police

cc: Town Manager

CRANBERRY CAPITAL OF THE WORLD



Phone: 508-946-2406 Fax: 508-946-0058

Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE April 11, 2011
NAME OF APPLICANT William Fuller - Breeding Service of New England LLC
ADDRESS OF APPLICANT 13 West End Ave
ASSESSORS MAP & LOT 49R/5595
NAME OF BUSINESS Alley Theater - Book Signing
OWNER OF PROPERTY TO BE LICENSED HOWARD INVESTMENT TRUST
ADDRESS OF PROPERTY TO BE LICENSED 133 Center St.
ASSESSORS MAP & LOT 50P/5389

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture
Class I License
Class III License
Common Victualler
2nd Hand Clothing
Class II License
Liquor License [checked] All Alcohol
Other

Anticipated Start Date for Business April 28, 2011
Hours requested: 6pm - 10pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:

YES, SIMILAR REQUESTS AND SUBSEQUENT APPROVAL

Signature [Handwritten Signature]
DATE OF HEARING 4/25/11

APPROVED/DENIED

Do not write below line: To be Completed by Treasurer/Collector:

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO

[Large handwritten signature]



**Jack Conway & Company, Inc. Realtor®**

*Serving the real estate needs of Massachusetts*

April 10, 2011

Middleborough Board of Selectmen  
10 Nickerson Ave.  
Middleborough, MA 02346

Dear Selectmen,

The Lakeville office of Jack Conway & Co. Realtor is planning a road race to benefit the Conway House in Middleboro. The race scheduled for October 1<sup>st</sup> is to start and finish at Conway's sales office located on 10 Main Street Lakeville. Starting at 10:00am with an expected finish time of 12:00 the 5 mile course will take runners through the streets of Lakeville and Middleboro in addition to a section of Route 105.

Enclosed please find a map depicting the route of the "Conway Country Road Race" for your review and consideration. Should you have any questions or concerns please give me a call.

Sincerely,

Bob Joyal, Sales Associate  
Jack Conway & Co.  
(508) 479-9633  
bobjoyal@jackconway.com

*XC: Police, Fire, DPW*  
**'CONWAY COUNTRY'™**

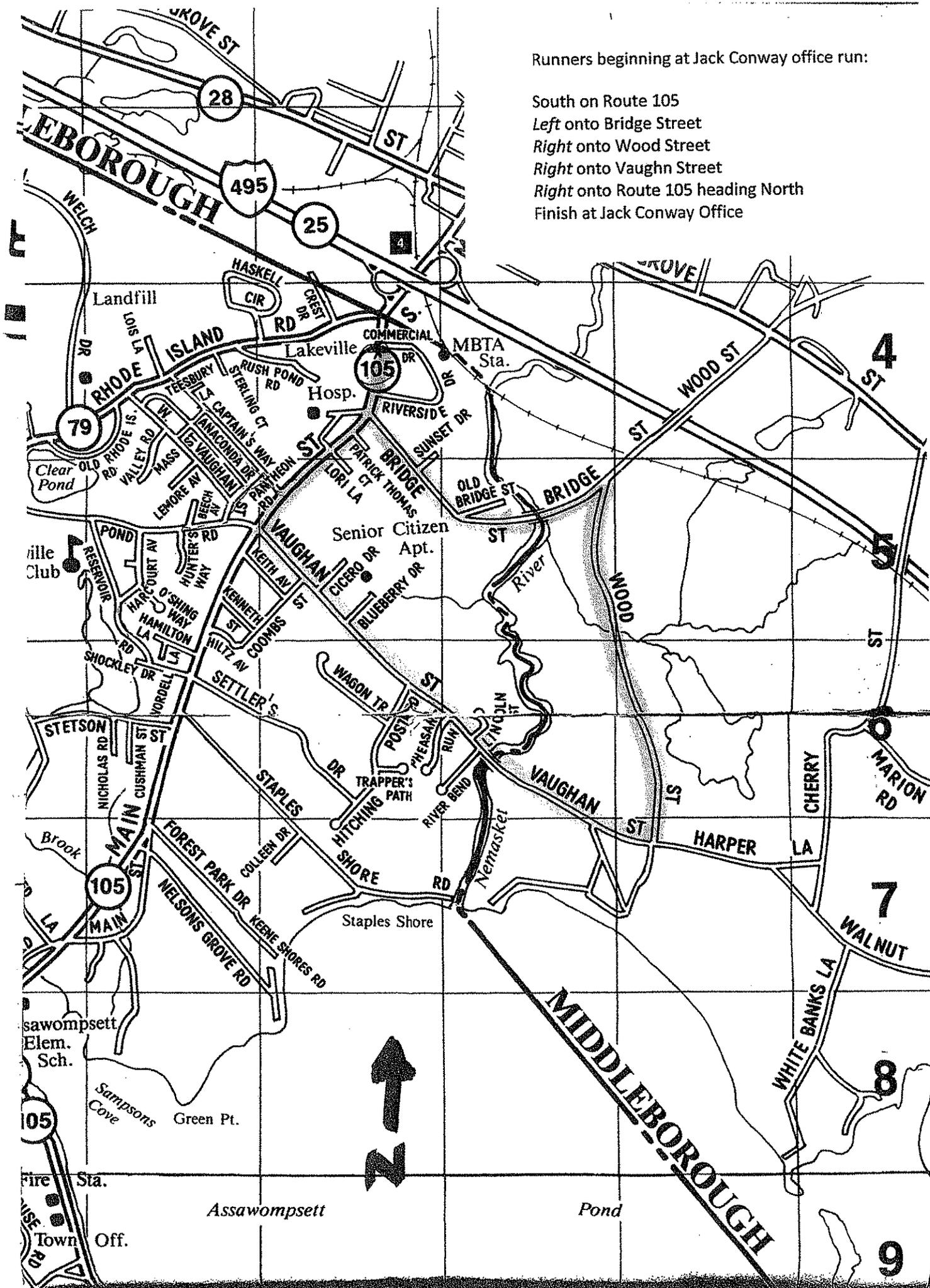


10 Main Street • Lakeville, Massachusetts 02347  
Tel: 508-946-2290 • Fax: 508-946-0662  
www.jackconway.com



Runners beginning at Jack Conway office run:

- South on Route 105
- Left onto Bridge Street
- Right onto Wood Street
- Right onto Vaughn Street
- Right onto Route 105 heading North
- Finish at Jack Conway Office



# EVENT NOTIFICATION FORM

Date: \_\_\_\_\_

Mr. Bernard McCourt  
District Highway Director, District Five  
MassDOT, Highway Division  
1000 County Street  
Taunton, MA 02780

Dear Sir:

Please be advised that the City/Town of Middleborough has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct road work/parade/race/other events impacting State Highways on Route(s) 105 (LAKEVILLE) in or through the City/Town(s) of Middleborough + LAKEVILLE

The Board of Selectmen/City Council understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed work or event.

The Grantee must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit. All officials listed below shall assume all responsibility and liability for all activity associated under their jurisdiction.

## LOCAL POLICE DEPARTMENT

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

## FIRE DEPARTMENT

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

## BOARD OF SELECTMEN/CITY COUNCIL

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

## STATE POLICE DEPARTMENT

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

City/Town: \_\_\_\_\_

Event Notification

**Jacqueline Shanley**

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**From:** Chief Bruce Gates [bruce.gates@mpdmail.com]  
**Sent:** Thursday, April 14, 2011 11:29 AM  
**To:** Jacqueline Shanley  
**Subject:** RE: Conway Road Race 10-1-11

Jackie,  
Same concerns as the last one, be safe stay on one side of the road and recommend single file .  
Bruce

---

**From:** Jacqueline Shanley [mailto:jshanley@middleborough.com]  
**Sent:** Thursday, April 14, 2011 11:06 AM  
**To:** Chief Bruce Gates; Lance Benjamino; Andy Bagas  
**Subject:** Conway Road Race 10-1-11

Good Morning All:

It looks like we have another road race application. Please provide any concerns or objections.

Thank you.

Jackie

} Fire Chief: No concerns other than what is their plan in the event of an emergency?

} DPW: No concerns at this time.

**Jacqueline Shanley**

---

**From:** Andy Bagas  
**Sent:** Thursday, April 14, 2011 1:18 PM  
**To:** Jacqueline Shanley  
**Subject:** RE: Conway Road Race 10-1-11  
Jackie: No concerns at the present time. Andy

---

**From:** Jacqueline Shanley  
**Sent:** Thursday, April 14, 2011 11:06 AM  
**To:** Chief Bruce Gates; Lance Benjamino; Andy Bagas  
**Subject:** Conway Road Race 10-1-11

Good Morning All:

It looks like we have another road race application. Please provide any concerns or objections.

Thank you.

Jackie

Board of Selectman -

I am requesting permission to put up two sandwich board signs on the lawn of the Town Hall as well as the Rotary (Rt 44/Rt 18)

These signs are advertising a yard sale fundraiser for Mullen Hill Christian Academy on Sat, April 30<sup>th</sup>.

I would like to post them the week before the sale.

Thank you for the  
consideration.

Jennifer Dalosa

1000 ...  
1000 ...

DECAS, MURRAY & DECAS ATTORNEYS AT LAW  
132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

GEORGE C. DECAS (RETIRED)  
DANIEL F. MURRAY, ESQUIRE  
WILLIAM C. DECAS, ESQUIRE

REPLY TO POST OFFICE BOX 201  
MIDDLEBORO, MA 02346-0201  
FAX (508) 947-7147

WAREHAM OFFICE:  
219-B MAIN STREET  
(508) 947-4433

**HAND DELIVER**

April 20, 2011

Charles J. Cristello, Town Manager  
Middleboro Town Hall  
Nickerson Avenue  
Middleboro, MA 02346

RE: South Middleborough land exchange – White McGill Realty

Dear Charlie:

I enclose a draft petition which I received from White McGill's attorney. The attorney proposes to file either the petition or a petition on a form of the Probate Court to obtain a decree to resolve the problem that no one can be identified as holders of the right of entry for condition broken held by the members of the South Middleboro Protective Association Trust.

Please review and advise whether the Board will authorize me to join in the petition on behalf of the Town. You will recall that the Board generally authorized a court action by White McGill's attorney to resolve the problem so long as there was no cost to the Town. I expect that the Town will not incur any expense related to or arising from the proposed petition except for whatever time I devote to the matter as Town Counsel. I don't think my involvement in the proceeding will be substantial as I anticipate White McGill's attorney will be lead counsel in the matter.

Very truly yours,

  
Daniel F. Murray  
Town Counsel

DFM/s  
Enclosure



which claim was denied by the Trustees. See Plymouth County Probate Court Docket No. E-1189. The parties filed a Stipulation of Dismissal and so no determination of the Corporation's status with respect to the Trust was ever made by the Court. A copy of the Complaint, the Trustees' Answer and the Stipulation of Dismissal are attached as Exhibit D.

5. The Trustees and the Corporation, as Grantors of the 1991 Deed, retained a right of entry for condition broken, described as follows:

"5. If the Town of Middleborough fails to use the real estate for fire station purposes and such failure continues for a period of six months after written notice thereof from grantors to the Town of Middleborough (provided that if the Town of Middleborough proceeds with due diligence during such six-month period to reinstate such use and is unable to do so within such time, said six-month period shall be extended by the time reasonably necessary to reinstate such use) then the grantors at any time thereafter may enter upon the property in order to revert title whereupon the real estate conveyed herein shall revert to the grantors."

6. The Trust terminated by its terms on March 15, 1995, 20 years after the death of the survivor of the three named Trustees, as provided by paragraph 7 of the Trust<sup>1</sup>, owning the right of entry hereinabove described.
7. No conveyance of the right of entry was ever made by the Trustees.
8. A diligent search has failed to identify any persons claiming to be members of the South Middleboro Protective Association in 1995 or currently.
9. All of the original named and successor Trustees have died<sup>2</sup> and the Trust contains no mechanism by which a successor Trustee, with authority to dispose of such right of entry, may be appointed.
10. General Laws chapter 183 §49 provides as follows:

"If land is subject to a vested or contingent remainder, executory devise, conditional limitation, reversion or power of appointment, the probate court for the county where such land is situated may, upon the petition of any person having an estate or interest therein, either present or future,

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<sup>1</sup> The last surviving named trustee, William L. Greeley, died on March 14, 1975. See Appointment of William L. Greeley, Jr. as successor Trustee dated March 31, 1975 and recorded with Plymouth County Registry of Deeds at Book 4057, page 474. Trustee Ralph W. Tripp died on September 22, 1970. See Appointment of Perley S Warren as successor Trustee dated February 8, 1971 and recorded with Plymouth County Registry of Deeds at Book 3652, Page 432.

Trustee Harold A. Williams died April 29, 1964. See Appointment of Successor Trustee Cleon P. Smith dated April 6, 1965, recorded with said Registry of Deeds at Book 3209, Page 440.

<sup>2</sup> Successor Trustee Perley S. Warren died on April 2, 1976. See appointment of Lawrence A. Cannon as successor Trustee dated May 7, 1976 and recorded with Plymouth County Registry of Deeds at Book 4161, Page 459. Successor Trustee Cleon P. Smith died on September 18, 1989. See Affidavit of Lawrence A. Cannon recorded with Plymouth County Registry of Deeds at Book 10762, Page 264. See also 89P1652E1. Successor Trustee William L. Greeley, Jr. died February 25, 2004. See [need recordable documentary proof of death]. Successor Trustee Lawrence A. Cannon died April 27, 2004. See [need recordable documentary proof of death].

vested or contingent, and after notice and other proceedings as hereinafter required, appoint one or more trustees and authorize him or them to sell and convey such land or any part thereof in fee simple, if such sale and conveyance appears to the court to be necessary or expedient, or to mortgage the same for such an amount, on such terms and for such purposes as may seem to the court judicious or expedient; and such conveyance or mortgage shall be valid and binding upon all parties."

11. The parties seek the appointment of a Trustee, with the authority to sell and convey any interest in real estate owned by the Trust, including the right of entry retained by the Trustees in the 1991 Deed. *nominal*
  
12. Wherefore, the Petitioners pray that this honorable Court:
  - A. Issue a citation and order such notice to the South Middleboro Protective Association, the South Middleboro Protective Association, Inc., and to the Attorney General of the Commonwealth of Massachusetts, as the Court may deem appropriate.
  
  - B. Appoint a Trustee of the Trust for the benefit of the South Middleboro Protective Association, with authority to join with the Town of Middleboro and the South Middleboro Protective Association, Inc. in conveying parcel B to White McGill Realty, LLC, in fee simple, free of the right of entry retained in the 1991 Deed. ?

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

Petitioner, White McGill Realty, LLC,  
by his attorney,

\_\_\_\_\_  
Joanne Craig, Esquire  
Tennant & Ewer, P.C.  
29 Crafts Street, Suite 500  
Newton, MA 02460  
617-964-1300  
BBO #554537

The Town of Middleboro, by its attorney:

\_\_\_\_\_  
Daniel F. Murray, Esquire  
Decas, Murray & Decas  
132 North Main Street  
Middleboro, MA 02346  
508-947-4433  
BBO # \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

Probate Court  
Docket No. \_\_\_\_\_

\_\_\_\_\_)  
 IN RE: )  
 )  
 Trust f/b/o The South Middleboro Protective Association )  
 )  
 \_\_\_\_\_)

At a Probate Court held at Plymouth, in and for said County of Plymouth, on the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and eleven.

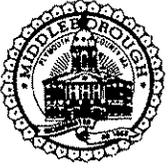
On the petition of the **Town of Middleboro**, in the County of Plymouth, Massachusetts, and **White McGill Realty, LLC**, a limited liability company with offices at 16 West Mill Street, Medfield, Massachusetts 02052, praying that some suitable person be appointed trustee of the Trust for the benefit of the South Middleboro Protective Association, a written instrument dated July 29, 1952, and recorded in the Plymouth County Registry of Deeds in Book 3209, Page 440, and that he/she may be exempt from giving a surety on his/her bond; It appearing by said Petition that the Trustees thereof held certain property therein described as a right of entry retained by Deed dated November 15, 1991 and recorded with the Plymouth County Registry of Deeds in Book 10762, Page 260, in trust for the use and benefit of the said South Middleboro Protective Association, and that all of the Trustees have died before the objects of said trust have been accomplished, that there is no adequate provision made in said instrument for supplying the vacancy; that all persons interested in said Trust having been notified, and no objections being made thereto, and the Court having waived the appointment of a Guardian ad Litem.

IT IS DECREED that \_\_\_\_\_ of

\_\_\_\_\_ of  
be appointed Trustee as aforesaid, first giving bond, without sureties, for the due performance of said trust, with authority to join with the Town of Middleboro and the South Middleboro Protective Association, Inc. in conveying a portion of said parcel, referred to as parcel B in the Purchase and Sale Agreement dated May 3, 2010 by and between the Town of Middleboro and White McGill Realty, LLC, to White McGill Realty, LLC, in fee simple, free of the right of entry retained in the 1991 Deed.

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
, Judge of Probate Court.



## MIDDLEBOROUGH PUBLIC SCHOOLS

FLORA M. CLARK ADMINISTRATION BUILDING, 30 FOREST STREET  
MIDDLEBOROUGH, MASSACHUSETTS 02346  
Telephone 508-946-2000

Michael F. Malone  
Superintendent of Schools

Theresa A. Craig  
Assistant Superintendent

Kathleen C. Piatelli  
Director of Business & Finance

April 19, 2011

Middleborough Board of Selectmen  
Town of Middleborough  
10 Nickerson Avenue  
Middleborough, MA 02346

RE: Donation/Gift Account

Dear Board of Selectmen,

The auditor for the Town of Middleborough, Richard Bienvenue of Malloy, Lynch Bienvenue, LLP has recommended that the school department set up a donation/gift account with the treasurer's office. This account will be similar to the existing revolving accounts that are presently in place with money be expended through the school warrant.

At the Middleborough School Committee meeting on April 14, 2011, the School Committee voted to approve that a donation/gift account be set up by the Town Accountant, Steven Dooney.

Sincerely,

A handwritten signature in cursive script, appearing to read "M. F. Malone".

Michael F. Malone  
Superintendent of Schools

MFM/pjr

Cc: Middleborough School Committee  
Charles Cristello, Town Manager



## MIDDLEBOROUGH PUBLIC SCHOOLS

FLORA M. CLARK ADMINISTRATION BUILDING, 30 FOREST STREET  
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Telephone 508-946-2000

Michael F. Malone  
Superintendent of Schools

Theresa A. Craig  
Assistant Superintendent

Kathleen C. Piatelli  
Director of Business & Finance

April 19, 2011

Mr. Charles Cristello, Town Manager  
10 Nickerson Ave.  
Middleborough, MA 02346

Dear Mr. Cristello,

It has come to my attention that Mayflower Avenue where the Henry B. Burkland and the Mary K. Goode Schools are located, does not have any signage designating the street as a "School Zone." In the safety of the children and families that walk in this area, I highly endorse to have proper signs posted as soon as possible.

Sincerely,

A handwritten signature in cursive script, appearing to read "M. F. Malone".

Michael F. Malone

Superintendent of Schools

MFM/pjr

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**From:** Andy Bagas  
**Sent:** Wednesday, April 06, 2011 1:39 PM  
**To:** Charles Cristello  
**Cc:** Chief Bruce Gates  
**Subject:** RE: School zone

I just spoke with Linda Briggs from the bus company to get an idea of what hours would be appropriate to School Zone speed limits. I would recommend that the hours for the S4-1P placards would be 8:00-9:30 am and 2:30-4:00 pm.

---

**From:** Chief Bruce Gates [mailto:bruce.gates@mpdmail.com]  
**Sent:** Tuesday, April 05, 2011 3:00 PM  
**To:** Charles Cristello  
**Subject:** RE: School zone

I think because of the design of the access road to the complex off Mayflower Ave is why it may have never been designated a school zone, that's where the buses that do use Mayflower Ave enter & exit. If they do decide to post it a "SCHOOL ZONE" I would recommend a specific time, such as S4-1P instead of S4-2P "when children are present". This is because kids are out there at all times and I think if something occurred well outside school hours and we tried to enforce a "when children are present" speed zone we would be getting away from what the "School Zone" is intended for.

---

**From:** Andy Bagas  
**Sent:** Wednesday, March 23, 2011 2:02 PM  
**To:** Charles Cristello  
**Subject:** RE: School zone

Charlie:

The BOS should vote to designate Mayflower Ave as a School Zone. I have no record of this being done in the past.  
Then we could post one sign on Mayflower near South Main Street and one sign on Mitchell near the intersection of Mayflower. This would cover each end of the roadway. We could also paint "SCHOOL" on the pavement at each sign.  
The signs would be S1-1 with an S4-3P placard as shown on the attachment.  
In addition we could install S4-3P, R2-1, and S4-2P which sets the speed limit at 20MPH when children are present.  
If speeding cars are still a problem, then it would be an enforcement issue.

Andy

---

**From:** Charles Cristello  
**Sent:** Monday, March 21, 2011 7:20 AM  
**To:** Andy Bagas  
**Subject:** FW: School zone

Bruce is on vacation. What do you suggest?

---

**From:** BRIDGET SMALL [mailto:gidgettone2@verizon.net]

**Sent:** Friday, March 18, 2011 3:58 PM

**To:** Charles Cristello

**Subject:** School zone

Mr. Cristello,

My name is Bridget Small and I live on Mayflower Avenue. On Tuesday March 15th I attended a Drivers Ed course for parents. During the class, discussion of road signs in Middleboro was brought up. Sergeant Perkins was in attendance and suggest I contact you about NO signs on Mayflower Ave stating speed limit or school zone!! Mayflower Ave is the main street for both Mary K. Goode and Henry B. Burkland children walk to and from school on this street. I have lived here 7.5 years the cars speed up and down the street( including teachers) and in some cases even drag race! When baseball season starts in March (practice) the speeding is a major problem. The parents are speeding down to the fields to get there before the kids. Something needs to be done for the safety of the children both who live on this street and who attend the schools and walk!! I would like to see some kind of action taken for this problem is not just mine but the community as well.

Thank you,

Bridget Small

34 Mayflower Ave

Middleboro

[Gidgettone2@verizon.net](mailto:gidgettone2@verizon.net)