

# **NEW BUSINESS**

**8-10-15**



Deborah B. Goldberg  
Chairman, State Treasurer

John K. McCarthy  
Executive Director

**INITIAL COMPLIANCE CERTIFICATION**  
**Town of Middleborough**  
**Memorial Early Childhood Center**  
**MSBA Project No. 201501820011**

*This Initial Compliance Certification must be completed by all Eligible Applicants who have submitted a Statement of Interest to the Massachusetts School Building Authority (the "MSBA") and have been invited to participate in the MSBA's Accelerated Repair Program. The MSBA will not consider a district to be eligible for a school building grant until the district has properly submitted an Initial Compliance Certification in the form and manner prescribed by the MSBA. Each District shall exercise due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the following statements, acknowledgements, agreements, and representations. The Eligible Applicant shall also have a continuing duty throughout a Proposed or Approved Project to inform the MSBA in writing when it becomes aware of information that impairs the truth, completeness, or accuracy of any of the following statements, acknowledgements, agreements, or representations. The MSBA's reference to certain regulations, policies, procedures, guidelines, and standards, or portions thereof, in this ICC shall not be construed in any way as a waiver of any other regulations, policies, procedures, guidelines, or standards and the MSBA's reference to a portion of a regulation, policy, guideline, or standard shall not be construed as a waiver of the remainder.*

*Unless otherwise specified, all capitalized terms shall have the meanings ascribed to such terms in M.G.L. c. 70B or 963 CMR 2.00 et seq.*

1. The TOWN OF MIDDLEBOROUGH ("District") hereby certifies that it shall remain in compliance with the provisions of (a) M.G.L. c. 70B, (b) chapter 208 of the Acts of 2004, (c) 963 CMR 2.00 et seq., and (d) all other applicable statutes, rules, policies, procedures, guidelines, and standards of the MSBA, including, without limitation, the rules of the MSBA's Accelerated Repair Program set forth in the attached Exhibit A.
2. The District hereby acknowledges and agrees that the Accelerated Repair Program is a discretionary program based on need, as determined by the MSBA. The District hereby further acknowledges and agrees that it shall have no entitlement to receive approval or funding for a proposed Accelerated Repair project or any other purpose except at the sole discretion of the MSBA.

3. The District hereby acknowledges and agrees that the eligible scope of Projects funded through the Accelerated Repair Program shall be determined by the MSBA.
4. The District hereby acknowledges and agrees that the MSBA will not award any incentive reimbursement points for Accelerated Repair Projects, and the reimbursement rate for any Accelerated Repair Projects approved by the MSBA will be the District's base reimbursement rate as determined by M.G.L. c. 70B § 10.
5. The District hereby acknowledges and agrees that it has demonstrated and shall continue to demonstrate a commitment to maintaining its existing educational facilities with the existence of (1) a capital maintenance program, (2) an ongoing financial commitment towards maintenance, and (3) dedicated professional staff to manage and direct the District's participation in the Accelerated Repair Program;
6. The District hereby agrees that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program has been and will remain in use as a public K-12 school facility, serving public school students, for the useful life of any repair project in which the MSBA may participate.
7. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program (a) is structurally, functionally, and educationally sound, except of the condition of its roof, windows, and/or boilers, to the extent noted in the Statement of Interest, (b) that no other known deficiencies exist in addition to those identified in the Statement of Interest, and (c) that all other building systems are operational, safe, and adequate for the delivery of the required educational program, or that, if there are other conditions that may impair the structural, functional, and educational integrity of the school building, the District has notified the MSBA in writing prior to the execution of this Initial Compliance Certification and such written notification is attached hereto.
8. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program has sufficient space to deliver the District's required educational program.
9. The District hereby agrees to comply with M.G.L. c. 70B and 963 CMR 2.00 *et seq.* and work in collaboration with the MSBA in all phases of the process, including: (a) identifying perceived deficiencies with school buildings, (b) validating those deficiencies, (c) identifying educationally and financially sound solutions to validated deficiencies, (d) agreeing on a project scope(s) and budget(s), (e) implementing a solution(s) as agreed upon, and (f) the final project audit(s) and close-out(s). The District hereby further acknowledges and agrees that, to remain eligible for project approval and potential funding from the MSBA, the District must work with the MSBA through all phases of the MSBA's process including, at a minimum, the phases described above, to the satisfaction of the MSBA. The District hereby further acknowledges and agrees that any actions taken, costs

incurred or agreements entered into for the repair of school facilities without the explicit prior written approval of the MSBA shall not be eligible for grant funding.

10. The District hereby acknowledges and agrees that it will comply with the MSBA's Accelerated Repair Program consultant assignment policy and use the MSBA's pre-qualified owner's project managers and designers that were procured by the MSBA for the Accelerated Repair Program and will be assigned to each Accelerated Repair Project by the MSBA. The District further agrees to use the MSBA's standard Accelerated Repair Program contracts for owner's project manager services and designer services.
11. The District hereby acknowledges and agrees that it shall complete the proposed project, if such project is approved by the MSBA, within eighteen (18) months of the date of the MSBA Board vote inviting the District into the MSBA's Accelerated Repair Program.
12. The District hereby certifies, and can demonstrate, that it has expended at least the minimum amount of the District's calculated foundation budget amounts for the purposes of foundation utility and ordinary maintenance expenses and extraordinary maintenance allotment as defined in M.G.L. c. 70 and as required by the provisions of M.G.L. c. 70B, § 8 and 963 CMR 2.10(2)(c) & 2.17, and hereby further acknowledges and agrees that the MSBA may not approve any project for any school district that fails to meet such minimum maintenance expenditure requirements.
13. The District hereby certifies that the perceived deficiencies, as set forth in the Statement of Interest submitted to the MSBA for the school facility, are not the result of negligence; are not under warranty with material suppliers or installers; are not the subject of, nor could be the subject of, ongoing litigation by the District; are not the result of lack of adequate routine or capital maintenance by the District; and, are not covered by available insurance proceeds.
14. The District hereby acknowledges and agrees that, before the MSBA can grant final approval of a Project, the District must vote to authorize and appropriate the full amount of funding for the potential project that is necessary to meet the total project budget for the Accelerated Repair project, as agreed to by the MSBA and as described in 963 CMR 2.10 (10)(c) and shall use any standard language established or developed by the MSBA to draft local warrant articles, motions, orders, votes, and ballot questions related to the funding for the proposed Accelerated Repair projects.
15. The District hereby acknowledges and agrees that, in connection with a proposed Accelerated Repair project or an Approved Project that is part of the Accelerated Repair Program, it shall use any standard forms, standard formats for local votes and approvals, standard contract documents, and any standard contract language

and clauses that may be established or developed by the MSBA and as may be amended by the MSBA from time to time.

16. The District hereby acknowledges and agrees that it shall submit to the MSBA, and comply with the terms of, any certifications, statements, forms, and affidavits that the MSBA may require for a proposed Accelerated Repair project or an Approved Project that is part of the Accelerated Repair Program, and that any such certifications, statements, forms, and affidavits shall be prepared, executed, and submitted in a form and manner prescribed by or otherwise acceptable to the MSBA.
17. The District hereby acknowledges and agrees that no Total Facilities Grant, or any portion thereof, shall be disbursed by the MSBA for a proposed Accelerated Repair project or Approved Project that is part of the Accelerated Repair Program until after a Project Funding Agreement has been fully executed by duly authorized representatives of both the District and the MSBA.
18. The District hereby acknowledges and agrees that it may make monthly requests for reimbursement to the MSBA for an Approved Project, but it shall not make any requests for reimbursement that total less than \$50,000. If the total value of a request for reimbursement is less than \$50,000, the District hereby agrees that it shall hold that request until such time as it can meet the \$50,000 threshold.
19. The District hereby certifies that it has provided or will provide the MSBA with all audit materials requested by the MSBA in connection with any Assisted Facility including, but not limited to, Prior Grant Projects, Waiting List Projects, and any other school building projects for which the District has received or will receive funding from the MSBA. The District hereby further acknowledges and agrees that it shall continue to cooperate with the MSBA and provide any additional documentation or information that may be requested by the MSBA in connection with any Assisted Facility.
20. The District hereby certifies that the school building for which it has submitted a Statement of Interest for consideration under the Accelerated Repair Program is not a school that has been the site of an approved school project pursuant to M.G.L. c. 70B or chapter 645 of the Acts of 1948 within the ten (10) years prior to the submission of the Statement of Interest, respectively, or that the proposed Accelerated Repair project would be unrelated to such previously approved project in the same school building. The District acknowledges and agrees that only the MSBA in its sole discretion shall make the final determination as to whether a proposed Accelerated Repair project is unrelated to a previously approved project in the same school building and that any such determination shall be in writing.
21. The District hereby certifies that prior to submitting its Statement of Interest for the school that is the subject of the proposed Accelerated Repair project, it has not sold, leased, closed, or otherwise removed from service any school building or facility, or

portion thereof, within the last ten (10) years, or that, if it has done so, the District has notified the MSBA in writing and the MSBA has determined in writing, pursuant to M.G.L. c. 70B, § 15(c): (1) that the grant sought by the District is not for the purpose of replacing such schoolhouse, or (2) that the need for the proposed Accelerated Repair project could not have been reasonably anticipated at the time that such schoolhouse was sold, leased, or otherwise removed from service. Further, the District acknowledges and agrees that the MSBA in its sole discretion shall make the final determination about whether a proposed Accelerated Repair project or Approved Project replaces a school facility that was sold, leased, closed, or otherwise removed from service.

22. The District hereby acknowledges and agrees that, if it sells, leases, closes, or otherwise removes from service an Assisted Facility, or portion thereof, that the MSBA may stop making grant payments associated with the Assisted Facility, may recapture the financial assistance that the Assisted Facility has received from the MSBA, and may decline to approve any future grants.
23. The District hereby acknowledges and agrees that throughout the planning and construction of an Approved Project, if such final approval is received from the MSBA, the District shall follow procedures and practices satisfactory to the MSBA such as will assure maximum attention to the operating and capital cost effects of program and design decisions, materials and systems selections.
24. The District hereby certifies that it is current on any payments that it may owe to the MSBA and does not have any outstanding amounts past due to the MSBA.
25. The District hereby certifies that it is unaware of any lawsuit pending against the MSBA to which the District is a party and further certifies that it is unaware of any other lawsuits pending against either the District or the MSBA in relation to the District's Statement(s) of Interest, proposed Accelerated Repair project, or any Approved Project.
26. The District hereby certifies that it has specifically read the provisions of 963 CMR 2:03 (2)(a)-(q) and certifies that it has met or will meet each of the requirements described therein and further acknowledges and agrees that the District's failure to comply with each requirement, as determined by the MSBA, may result in the MSBA rescinding its Total Facilities Grant or the suspension, termination, or recoupment of reimbursement payments made by the MSBA to the District.
27. The District hereby acknowledges and agrees that if the District and the MSBA execute a Project Funding Agreement, the District shall promptly develop, implement and actively pursue a fraud, waste, and abuse detection and prevention program in connection with any proposed Accelerated Repair project or Approved Project that is part of the Accelerated Repair Program, if any, and develop written procedures to detect and prevent fraud, waste and abuse.

28. The District hereby certifies that the Eligible Applicant or its designee who will be in charge of the procurement for any proposed Accelerated Repair project or any Approved Project that is part of the Accelerated Repair Program is designated as a Massachusetts Certified Public Purchasing Official ("MCPPO") for design and construction contracting in the MCPPO Program as administered by the Inspector General of the Commonwealth of Massachusetts.
29. The District hereby acknowledges and agrees that any Approved Project that is part of the Accelerated Repair Program for which the District is seeking partial funding from the MSBA shall materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program.
30. The District hereby certifies that it has read and understands the provisions of 963 CMR 2.19 and acknowledges and agrees that if the MSBA determines that any false or intentionally misleading information or documentation is submitted to the MSBA by or on behalf of the District either in relation to this Initial Compliance Certification or in support of any effort to influence any action by the MSBA or if the District or its agents do any other act affecting the integrity of the MSBA's Program, the MSBA may permanently revoke any and all grant payments due to the District; may recover any previous payments made to the District; and, may prohibit the District from receiving a Total Facilities Grant for a period of time to be determined by the MSBA.
31. The District hereby acknowledges and agrees that the MSBA shall have free access to, and open communication with, any Owner's Project Manager hired by and/or assigned to Projects under the Accelerated Repair Program by the District and that the MSBA shall have full and complete access to all information and documentation relating to the Projects to the same extent that the District has such access. The District agrees that it shall require any such Owner's Project Manager to fully cooperate with the MSBA in all matters related to the Projects; to promptly communicate, transmit, and/or make available for inspection and copying any and all information and documentation requested by the MSBA; to fully, accurately and promptly complete all forms and writings requested by the MSBA; and to give complete, accurate, and prompt responses to any and all questions, inquiries and requests for information posed by the MSBA. The District agrees that it shall not in any way, directly or indirectly, limit, obstruct, censor, hinder or otherwise interfere with the free flow of communication and information between the Owner's Project Manager and the MSBA in all matters related to the Project and as provided herein; that it shall not suffer the same to occur by the act or omission of any other person or entity; and that it shall not retaliate against the Owner's Project Manager for communicating information to the MSBA as provided herein. The District agrees to execute, deliver and/or communicate to the Owner's Project Manager any and all authorizations, approvals, waivers, agreements, directives, and actions that are necessary to fulfill its obligations under this paragraph. The District further agrees that the MSBA shall bear no liability whatsoever arising out of the MSBA's knowledge or receipt of information communicated to the MSBA by the Owner's

Project Manager and that the District shall remain responsible for the management and completion of the Projects.

32. The District has exercised due diligence in ascertaining and certifying the truth, completeness, and accuracy of each of the statements, acknowledgements, agreements and representations contained in this Initial Compliance Certification
33. The District hereby acknowledges and agrees that the MSBA reserves the right to modify and supplement the Initial Compliance Certification form at any time and may require the District to complete a revised Initial Compliance Certification.

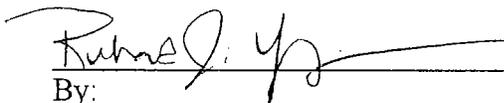
By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

\_\_\_\_\_  
By:  
Title: Chief Executive Officer  
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

  
\_\_\_\_\_  
By:  
Title: Superintendent of Schools  
Date:

By signing this Initial Compliance Certification, I hereby certify that I have read and understand the terms of this Initial Compliance Certification and further certify on behalf of the Eligible Applicant that each of the above statements is true, complete and accurate.

  
\_\_\_\_\_  
By:  
Title: Chair of the School Committee  
Date:



**Town of Middleborough**

**Massachusetts**

**BOARD OF SELECTMEN**

**APPLICATION FOR LICENSE  
(PLEASE TYPE OR PRINT CLEARLY)**

DATE 8/4/15  
NAME OF APPLICANT William Fuller  
ADDRESS OF APPLICANT 13 WEST END AVE  
ASSESSORS MAP & LOT 4A2/5575  
DAYTIME TELEPHONE 508 923 4044

NAME OF BUSINESS Alley Theatre  
OWNER OF PROPERTY TO BE LICENSED HOWARD INV. TRUST  
ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST.  
ASSESSORS MAP & LOT 50P/5389

**TYPE OF LICENSE REQUESTED (Check One)**

- 2<sup>nd</sup> Hand Furniture \_\_\_\_\_
- Class I License \_\_\_\_\_
- Class III License \_\_\_\_\_
- Common Victualer \_\_\_\_\_
- Entertainment \_\_\_\_\_
- 2<sup>nd</sup> Hand Clothing \_\_\_\_\_
- Class II License \_\_\_\_\_
- Liquor License  PROF/WINE
- Automatic Amusement \_\_\_\_\_
- Other \_\_\_\_\_

Anticipated Start Date for Business August 23, 2015  
Hours requested: 6pm - 10pm 1pm - 7pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?  
If yes, explain: YES, SIMILAR PERMITS AND SUBSEQUENT RENEWAL

Signature [Handwritten Signature]

DATE OF HEARING \_\_\_\_\_

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? \_\_\_\_\_

Incorporated 1669



CRANBERRY CAPITAL  
OF THE WORLD



DIVISIONS  
Highway  
Sanitation  
Insect & Pest Control  
Tree Warden  
Wastewater  
Water

**Town of Middleborough**

Massachusetts

Department of Public Works

48 Wareham Street

Middleborough, MA 02346

Phone 508-946-2481 Fax 508-946-2484

Christopher Peck  
D. P. W. Director

August 7, 2015

Mr. Robert Nunes, Town Manager  
Town Hall  
10 Nickerson Ave  
Middleborough, Ma 02346

**Subject: SERSG - 2016 Contract Award for DPW Supplies, Water and Sewer Treatment Chemicals**

After reviewing the 2016 SERSG bid documents I recommend that the Board of Selectmen sign the 2016 DPW Supplies IFB for the Middleboro D.P.W. as received from the Southeastern Regional Services Group.

The bids were reviewed by SERSG and determined to be the lowest responsible bidders meeting specifications. Please find below a summary of the 2016 bid amounts and the difference between the two bids broken down by the supply.

**DPW SUPPLIES**

<u>Item</u>	<u>FY15</u>	<u>FY16</u>	<u>Difference</u>
Drain Manholes and Covers	\$300.68	\$299.00	-\$1.68 each
Manhole Extension Rings (1 1/2")	\$110.00	\$105.00	-\$5.00 each
Catch Basin Frames/Grates (3 flange)	\$308.05	\$305.31	-\$2.74 each
Catch basin Frames/grates (4 flange)	\$313.10	\$310.31	-\$2.79 each
Catch Basin square grates	\$126.25	\$125.00	-\$1.25 each
Catch Basin extension Rings	\$110.00	\$109.00	-\$1.00 each
Bit Conc. Patching Mix	\$86.00	\$84.00	-\$2.00/Ton
Class I Bit Conc. Hot Mix	\$64.00	\$61.83	-\$2.17/Ton
Class I Bit Conc. Winter Mix	\$89.50	\$89.93	+\$0.43/Ton

<u>Item</u>	<u>FY15</u>	<u>FY16</u>	<u>Difference (Continued)</u>
Calcium Chloride/Agriculturally Based De-Icer	\$1.18	\$1.28	+\$0.20 per Gallon
Regular Unleaded Gasoline	\$.0371	\$.037	-\$0.0001/Gallon (Bid Increment)*
Ultra Low Sulfur Diesel	\$0.0187	\$0.0185	-\$0.0005/Gallon (bid Increment)*
#2 Distillate Oil	\$0.075	\$0.135	+.06/gallon (bid increment)*

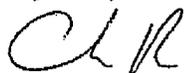
\*(Bid Increment and tax (where applicable) are added to the Boston Low from the Journal of Commerce for the date of fuel delivery.

#### Water and Sewer Treatment Chemicals

<u>Item</u>	<u>FY15</u>	<u>FY16</u>	<u>Difference</u>
Liquid Potassium hydroxide	\$3.56714/Gallon	\$3.6640/gallon	+\$0.09686/Gallon
Hydrated Lyme	N/A	\$0.170/pound	N/A
Liquid Ferric Chloride	\$0.839/Gallon	\$0.839/Gallon	No Difference
Sodium Bisulfite	\$2.79/Gallon	\$2.9325/Gallon	+\$0.1425/gallon
Sodium Hypochlorite	\$70.015/ 55 Gal. Drum	\$73.15/ 55 Gal. Drum	+\$3.135/ 55 Gal. Drum
	\$20.796/15 Gal. Cont.	\$21.45/15 gal Cont.	+\$0.654/ 15 Gal. Cont.
Polymer (55 Gallon Drums)	\$108.00/Drum	\$108.50/Drum	+\$0.50/Drum

If you have any questions concerning this letter please feel free to give me a call.

Very Truly Yours,



Christopher Peck  
Director of Public Works

The Board of Selectmen of the Town of Middleborough voted at its meeting held on \_\_\_\_\_, 2015 to award contracts *for fuel items* to the bidders listed below under the SERSG DPW Supplies IFB for a twelve month period commencing 7/1/15. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

<i>winning vendor</i>	<u>Estimated Quant.</u>	<u>Bid Price</u>	<u>Est. Value</u>
<b>42. Regular Unleaded Gasoline</b>			
Peterson Oil Service, Inc., Worcester, MA	140,000	2.2425 per gallon**	313,950.00
		Bid Increment*	0.0370
<b>45. Ultra Low Sulfur Diesel</b>			
Peterson Oil Service, Inc., Worcester, MA	65,000	2.2505 per gallon**	146,282.50
		Bid Increment*	0.0185
<b>46. #2 Heating Oil</b>			
Peterson Oil Service, Inc., Worcester, MA	12,000	2.0900 per gallon**	25,080.00
		Bid Increment*	0.1350
<b>Total Estimated Value</b>			<b>\$ 485,312.50</b>

\*Bid increment and tax (where applicable) are added to the Boston Low from the Journal of Commerce for the date of fuel delivery.

\*\*Price on 4/24/15

Signature(s)

\_\_\_\_\_  
Chair, Board of Selectmen

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\_\_\_\_\_

\_\_\_\_\_

**SERSG DPW Supplies  
Contract Award Sheet**

**Middleborough**

**SERSG Contracts FY16  
DPW Supplies - Contact Sheet**

For Price Adjustments July 1, 2015-June 30, 2016

Mass DOT Liquid Asphalt Price, April 2015      \$542.50 per ton  
Mass DOT Diesel Price, April 2015                 \$2.2790 per gallon

<i>winning vendor</i>	<u>Estimated Quant.</u>	<u>Bid Price</u>	<u>Est. Value</u>
<b>T. L. Edwards, Inc.</b> <b>100 Wales Avenue, Rear</b> <b>Avon, MA 02322</b> <b>Phone: 508-583-2029</b>			
<b>34. Class I Bituminous Concrete Patching Mix</b>			
<b>FOB - Cold Patch - Zone E</b>	200	84 tons	16,800.00
<b>35. Class I Bituminous Hot Mix</b>			
<b>FOB Plant - Zone D</b>	200	61.83 tons	12,366.00
<b>36. Class I Bituminous Winter Mix</b>			
<b>FOB Plant - Zone C</b>	100	89.83 tons	8,983.00

<b>E. J. USA Co.</b> <b>1125 Pearl Street</b> <b>Brockton, MA 02301</b> <b>Phone:508-586-3130</b>			
<b>24. Plain Manhole Frames and Covers</b>	12	299 each	3,588.00
<b>25. Drain Manhole Frames and Covers</b>	12	299 each	3,588.00
<b>30. Catch Basin Square Grates</b>	12	125 each	1,500.00
<b>31. Catch Basin Extension Rings</b>			
<b>1"</b>	0	99 each	0.00
<b>1-1/2"</b>	12	109 each	1,308.00
<b>2"</b>	0	119 each	0.00

<b>SPK Steel Fabrication</b> <b>83 River Street</b> <b>Fitchburg, MA 01420</b> <b>Phone: 978.342.2338</b>			
<b>27. Manhole Extension Rings</b>			
<b>1"</b>	0	100 each	0.00

**SERSG DPW Supplies  
Contract Award Sheet**

1-1/2"	12	105 each	1,260.00
2"	0	115 each	0.00

**Vellano Companies**  
3 Bert Drive, Units 8&9  
West Bridgewater, MA 02379  
Phone: 508.580.2445

28. Catch Basin Frames (3 flange) includes	12	305.31 each	3,663.72
29. Catch Basin Frames (4 flange) includes	12	310.31 each	3,723.72

**All States Asphalt**  
PO Box 91  
Sunderland, MA 01375  
413-665-7021

39. Calcium Chloride and Agriculturally Based De	12000	1.28 gallons	15,360.00
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**Wendy Renzi, Commercial Sales Manager**  
Peterson Oil Services, Inc.  
75 Crescent Street  
Worcester, MA 01605  
Cell Phone: 508-688-4728  
Office: 508-368-1009  
Fax: 508-368-1159  
E-mail: wrenzi@petersonoil.com

42. Regular Unleaded Gasoline	140,000	2.2425 per gallon**	313,950.00
		Bid Increment*	0.0370
45. Ultra Low Sulfur Diesel	65,000	2.2505 per gallon**	146,282.50
		Bid Increment*	0.0185
46. #2 Heating Oil	12,000	2.0900 per gallon**	25,080.00
		Bid Increment*	0.1350

\*Bid increment and tax (where applicable) are added to the Boston Low from the Journal of Commerce for the date of fuel delivery.

\*\*Price on 4/24/15

TOTAL 557,452.94

Signature(s)

\_\_\_\_\_  
Chair, Board of Selectmen  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

February 20, 2015

Mr. Robert Nunes  
Town Manager  
Town of Middleborough  
10 Nickerson Avenue  
Middleborough, MA 02346

**Re: Recreation Complex Feasibility Study**

Dear Mr. Nunes:

We are pleased to submit this letter proposal to perform a Feasibility Study in relation to the potential development of a four-season Recreation Complex within the Town of Middleborough. We believe that Middleborough is an ideal location, with immediate proximity to Routes 44 and 495, to become a venue for sports fields that support both local and regional league play. In addition to these improvements, we will be exploring the development of a supporting recreational use that would foster the creation of a successful public-private partnership by generating operating revenue. Possible programming includes, but is not limited to: high ropes course with zipline and "vertical reality" features, golf course alternatives (18-hole, par-three, Frisbee), cross-country skiing tracks, sledding hill with tow rope, adventure race training course, dog park and off leash recreation area, etc. The feasibility study will include market research on the programming with the highest likelihood of success.

As part of our initial work we will review up to ten public and privately owned parcels throughout the town. Inherent site characteristics related to parking, access, total available area, topography, terrain, soils and vegetation will be identified, particularly as it relates to the potential creation of this recreational facility. We will also explore opportunities to extend utilities into the site so that appropriate support structures, lighting, and buildings can be included in the master plan.

As part of our work effort, we will prepare initial concept plans and budget considerations for the three (3) most promising parcels. Specifically, concept plans will include:

- Parking provisions
- Circulation and entrance locations
- Playing field layout with support structures
- Neighborhood playground elements and adult fitness course
- Fencing and/or other facility enclosures
- Furnishings (benches, picnic tables, shade shelters)
- Conceptual layout of utility systems
- Footprints for the privately operated recreation component
- Other elements as deemed necessary and important

Our work will include the following:

1. **Meetings (3)** - to confirm all project goals and outcomes and to review the development of concept plans and details with representatives from the Town and potential private development partners.

2. **Initial Concept Plans** - develop initial concept plans for up to three parcels to identify the potential scope and layout of improvements and include layout options, cost implications, phasing options, and an implementation strategy and timeline.
3. **Technical Memo** - prepare a written summary to set forth all major findings and outcomes of the recreation facility feasibility study to include recommendations to the town.
4. **Request for Proposal Support** – provide support to the Town purchasing agent to develop a Request for Proposals that will be advertised and sent to potential private partners.

The work described herein will be accomplished in accordance with the following timeline:

Initial meeting with Town to review parcels:	14 days after Notice to Proceed or PO
Conceptual plans for three preferred parcels:	45 days after Notice to Proceed or PO
Feasibility study memorandum:	70 days after Notice to Proceed or PO

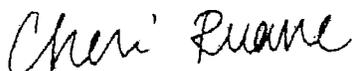
To help inform all conversations and decisions, we will also be prepared to report on other recreation facility precedents that have been established through public-private partnerships in nearby communities.

Weston & Sampson will perform the work described above for a lump sum cost of twenty four thousand five hundred dollars (\$24,500). Services will be invoiced monthly based on the extent of work completed as of that date. Fees do not include field testing to confirm soil characteristics.

We greatly appreciate the opportunity to be of service to the Town of Middleborough.

Yours very truly,

WESTON & SAMPSON



Cheri Ruane, RLA  
Vice President

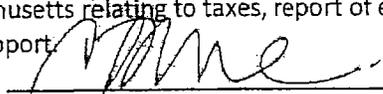
ACCEPTED BY:

\_\_\_\_\_  
Name:

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

A signature and date above, in addition to a signed copy of Weston & Sampson's Standard Terms and Conditions (attached) will serve as a Notice to Proceed. The Standard Terms and Conditions are part of this letter Proposal Agreement.

The undersigned certifies under penalties of perjury that Weston & Sampson Engineers, Inc. has complied with all laws of the Commonwealth of Massachusetts relating to taxes, report of employees and contractors, and withholding and remitting child support.

  
\_\_\_\_\_  
Cheri Ruane, RLA

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## WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Letter Proposal attached hereto and dated February 20, 2015 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein. Liability is limited.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable

attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site.

6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
  7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
    - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
    - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
    - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
    - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, TOWN is required to furnish WESTON & SAMPSON reports regarding surface and subsurface conditions.
  - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
  - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
  - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
  - h. WESTON & SAMPSON requires the TOWN to furnish various maps.
  - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
  - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.
  9. The OWNER and WESTON & SAMPSON waive claims to the extent of insurance coverage. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.

10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON'S independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON'S independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON requires non-binding mediation of disputes.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of

this Agreement or WESTON & SAMPSON'S performance of services hereunder.

15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.
17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
18. The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such

transmission, communication, or transfer. For purposes of this Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

Approved by:

OWNER Name Town of Middleborough

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

T:\Administrative\Templates\WSE Standard Contracts\General Terms and Conditions.dot

# ARL HEALTHCARE, INC.

## GIFT AGREEMENT

Agreement made this 10<sup>th</sup> day of August, 2015 by and between **ARL Healthcare, INC.**, a Massachusetts nonprofit corporation of Newton, MA (hereinafter "Donor") and the **Town of Middleborough**, a Massachusetts municipal corporation of Middleborough, Plymouth County, Massachusetts (hereinafter "Town") acting by and through its Board of Selectmen.

Donor hereby agrees to make the following donations to the Town, and the Town hereby agrees to accept said donations, on the following terms and conditions:

1. Donor shall give to the Town the sum of Twenty-Four Thousand Dollars (\$24,000.00) upon commencement of operation of a Registered Marijuana Dispensary ("RMD") in the Town of Middleborough by Donor or an entity affiliated with Donor.
2. Donor shall give to the Town the sum of Twenty-Four Thousand Dollars(\$24,000.00) at the beginning of the second year of Donor's or its affiliate's operation of an RMD in the Town of Middleborough.
3. At the commencement of the third year of the Donor's or its affiliate's operation of an RMD in the Town of Middleborough and at the beginning of each successive year of operation thereafter, Donor shall give to the Town for each such year a sum of money equal to the amount of the annual base salary of the lowest paid police officer of the Town's Police Department in effect at the time of each yearly donation.

WITNESS the hands and seals of the undersigned.

ARL Healthcare, Inc.  
By:

Town of Middleborough  
Board of Selectmen  
By:

\_\_\_\_\_  
Timothy R. Shaw, Director

\_\_\_\_\_  
Allin Frawley, Chairman

CRANBERRY CAPITAL  
OF THE WORLD



Phone: 508-946-2405

Fax: 508-946-0058

# Town of Middleborough

Massachusetts

Board of Selectmen

The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street  
Boston, Massachusetts 02108-4619

To Whom It May Concern:

The Middleborough Board of Selectmen does hereby provide support to ARL Healthcare, Inc. to operate a Registered Marijuana Dispensary in the Town of Middleborough. I have been authorized to provide this letter on behalf of the Board of Selectmen by a vote taken at a duly noticed meeting held on August 10, 2015.

The Middleborough Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Sincerely,

For BOARD OF SELECTMEN

Allin Frawley, Chairman

\_\_\_\_\_  
Date