

NEW BUSINESS

1-12-15

Jacqueline Shanley

From: Donald Thompson <betardo@verizon.net>
Sent: Tuesday, January 06, 2015 2:01 PM
To: ClerkWeb; Allison Ferreira
Cc: Steve McManus; Tom Churchill; Robert G. Nunes; Jacqueline Shanley
Subject: RE: E.W. Pierce GAR Post No. 8 in Middleboro

Allison,

Thanks for your response and advising the Board of Selectmen have to approve my offer to donate the E.W. Pierce Post No. 8 Bookkeeping Ledger to the town of Middleboro per State law.

I just want to emphasize to the Selectmen that my offer is freely given, without reservation, as a gift to the Town and I am not looking for compensation of any kind whatsoever. I suppose, in a sense, I'm trying to ensure a part of the world is set right again.

Much thanks,
Donald

On Tue, 1/6/15, Allison Ferreira <aferreira@middleborough.com> wrote:

Subject: RE: E.W. Pierce GAR Post No. 8 in Middleboro
To: "Donald Thompson" <betardo@verizon.net>, "ClerkWeb" <ClerkWeb@middleborough.com>
Cc: "Steve McManus" <SMcManus@mccormickpriore.com>, "Tom Churchill" <tschurchill@comcast.net>, "Robert G. Nunes" <rnunes@middleborough.com>, "Jacqueline Shanley" <jshanley@middleborough.com>
Date: Tuesday, January 6, 2015, 11:02 AM

Mr. Thompson,

Thank you for your below e-mail and your generous offer to the Town of Middleborough. Please be advised, I consulted with our Town Counsel and pursuant to Massachusetts General Law Chapter 44, Section 53A 1/2 any gifts of tangible personal property may only be accepted by our Board of Selectmen (see attached).

I have requested the Board of Selectmen add this as an agenda item at their meeting to be held on Monday, January 12, 2015. I will contact you after the Board of Selectmen meeting.

I sincerely appreciate your kindness and generosity.

Regards,
Allison

Allison J. Ferreira
Town Clerk
Town of

Jacqueline Shanley

From: Allison Ferreira
Sent: Tuesday, January 06, 2015 11:03 AM
To: 'Donald Thompson'; ClerkWeb
Cc: Steve McManus; Tom Churchill; Robert G. Nunes; Jacqueline Shanley
Subject: RE: E.W. Pierce GAR Post No. 8 in Middleboro
Attachments: 20150106090124657.pdf

Mr. Thompson,

Thank you for your below e-mail and your generous offer to the Town of Middleborough. Please be advised, I consulted with our Town Counsel and pursuant to Massachusetts General Law Chapter 44, Section 53A 1/2 any gifts of tangible personal property may only be accepted by our Board of Selectmen (see attached).

I have requested the Board of Selectmen add this as an agenda item at their meeting to be held on Monday, January 12, 2015. I will contact you after the Board of Selectmen meeting.

I sincerely appreciate your kindness and generosity.

Regards,
Allison

Allison J. Ferreira
Town Clerk
Town of Middleborough
20 Centre Street, 1st Floor
Middleborough, MA 02346
(508) 946-2415 phone
(508) 946-2308 fax
afferreira@middleborough.com

-----Original Message-----

From: Donald Thompson [[mailto:!](mailto:)]
Sent: Monday, January 05, 2015 10:52 AM
To: ClerkWeb
Cc: Steve McManus; Tom Churchill
Subject: E.W. Pierce GAR Post No. 8 in Middleboro

Ms. Ferrira,

I don't know if you'll recall, but about two years ago we communicated and you gave me permission to review and copy two volumes of the membership records for the E.W. Pierce Post No. 8 of the Grand Army of the Republic at the Middleboro Town Hall. We never did get to meet as you were on vacation at the time, however, your staff's cooperation was very much appreciated.

Yesterday, January 4th, I was the high bidder on an eBay auction for the Pierce Post Bookkeeping Journal, which covers outlays to and receipt of funds from members of the Post from 1876 to 1888.

I would like to donate this item to the Town of Middleboro as it is a part of the E.W. Pierce Post No. 8 history and would, in my estimation, compliment the Post's membership volumes already in possession of the town.

Please let me know if the town would have interest in receiving this item.

Sincerely,
Donald Thompson

The link to the item, as listed on eBay is as follows: (copy and paste the link)

http://www.ebay.com/itm/GAR-Bookkeeping-Journal-Post-8-Middleborough-MA-1876-1888-Civil-War-Vets-/391014569092?rmvSB=true&nma=true&si=%252Btkyk0LSlmpElf7R2USq3lu%252Fo%253D&orig_cvip=true&rt=nc&trksid=p2047675.l2557



THE 188TH GENERAL COURT OF
THE COMMONWEALTH OF MASSACHUSETTS

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General Laws

PART I	ADMINISTRATION OF THE GOVERNMENT	NEXT
TITLE VII	CITIES, TOWNS AND DISTRICTS	PREV NEXT
CHAPTER 44	MUNICIPAL FINANCE	PREV NEXT
Section 53A1/2	Gifts of tangible personal property; acceptance	PREV NEXT

Section 53A1/2. A city council, with the mayor's approval if the charter so provides, or a board of selectmen or town council may, in its sole discretion and authority, accept gifts of tangible personal property on behalf of the city or town from the federal government, a charitable foundation, private corporation, individual, or from the commonwealth or any political subdivision thereof, and may, in its sole discretion and authority, use said gifts, without specific appropriation thereof, for the purpose of such a gift or, if no restrictions are attached to the gift, for such other purposes as it deems advisable.

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**COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)**

NOTICE OF BETTERMENT AGREEMENT December 29, _____, 2014 _____.
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated February 25, 2014 with Carol A. Tardiff
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 100 Highland Street
(insert address of property)

in Middleboro, Massachusetts and described in a deeds recorded in the Plymouth County Registry of Deeds in Book 11279, Page 350, and Book 29229, Page 219
(insert book and page)

or filed as Document Number _____ with the Plymouth
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Twenty Thousand Nine Hundred Four & .96/100 Dollars (\$20,904.96).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Allin Frawley, Chairman

Leilani Dalpe, Vice Chairman

John M. Knowlton

Diane Stewart

Stephen J McKinnon

**Board of Selectmen
Town of Middleborough**

**Commonwealth of Massachusetts
County of Plymouth**

**On This _____ day of _____ 20____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

**Signature of Notary
Caroline R. LaCroix**

**(Seal)
My commission expires:**

Town of Middleborough Permanent Cable Committee

To: Board of Selectmen
From: Robert W. Silva, Chairman
Permanent Cable Committee
Date: January 5, 2015
Re: Video Production Technician

Board of Selectmen:

Since the inception of MCCAM in 2011, the department has grown and the workload has increased immensely. The Government and Public Access Channels that once shared a single channel are now on separate channels (Government and Public). MCCAM has added web-viewing on-demand through the MCCAM website as well as LIVE streaming video of the Government Channel. Involvement in the Community has increased which has resulted in more training, editing, scheduling and programming. It is important to get programming on air in a timely manner and the only way to do that is to have reliable, hardworking, dedicated employees accessible on site.

For the past 6 months, Permanent Cable Committee/MCCAM has had a contractor working 18 hours a week to help the Cable Access Administrator catch up on the backlog of programs that needed to be edited and uploaded to the playback system. Having the contractor here has increased productivity and allowed the Cable Access Administrator to work on other projects like community outreach, scheduling of new programs, filling the new time slots made available by the splitting the one former channel into separate Government and Public channels, equipment research and upgrades, website design upgrades, as well as improving the visibility of MCCAM in the public as well as among the other municipal departments.

The Permanent Cable Committee has determined, after review of the years since the inception of MCCAM, that adding the position of Video Production Technician to the staff at MCCAM would be in the best interest of MCCAM, the Town and the Community.

With two full-time employees, MCCAM will continue to supply excellent coverage of town meetings and events and will expand our programming, promote more locally produced programming by volunteers, continue to expand the latest production technologies available to the Community, and increase MCCAM's presence on the internet and social media.

Permanent Cable Committee/MCCAM is responsible for all financial responsibility for the position Cable Access Administrator and would be financially responsible for this new position as well. Once the Board of Selectmen decide on this new position, the Permanent Cable Committee, will meet with the Town Manager to discuss his negotiation with GMEG, as we did with the past Town Manager Charles Cristello.

The Permanent Cable Committee/MCCAM would like to meet with the Board of Selectmen at their earliest convenience, to discuss or answer any questions that the Board may have.

Please see below for Job Description that will be posted:

Video Production Technician **for Middleborough Community Cable Access Media**

QUALIFICATIONS

The Video Production Technician position requires experience in all areas of television production and post-production. The candidate must understand single and multi-camera production and have editing skills to create final programs ready to be broadcast on the local cable channels.

- Video experience in Public Access TV or related industry.
- Digital video, studio production, and both PC and Mac OSX computer experience.
- Video production skills are required, ie: studio directing, lighting, operation of cameras (JVC & SONY), switchers, audio equipment, graphics computers and editing software.
- Knowledge of Adobe Premiere, Final Cut Pro, Microsoft Office, Tightrope Media Systems, DataVideo equipment, Sony & JVC video camera (single and multi-camera set ups), use of microphones, mixers and portable lighting,

and Broadcast Pix. Web-viewing Video on Demand and Streaming LIVE video knowledge a plus.

- Video uploading/downloading using PC and Mac OSX
- Video teaching experience.
- Ability to work with volunteers, town departments and the community.
- Strong customer service, communication, and interpersonal skills.
- Flexible work schedule, some weekends and evenings required.
- Ability to prioritize tasks and to carry out responsibilities with little supervision and to be able to work in high-pressure situations, handle multiple tasks simultaneously while maintaining a professional and appropriate demeanor.
- Valid MA driver's license.
- Must be able to lift 50lbs and stand for long periods of time while operating equipment.
- Bachelor's degree or substantial professional broadcast or production experience.

RESPONSIBILITIES

- Programming MCCAM Tightrope system, uploading incoming programs, media storage, DVD duplication.
- Assist with archiving of MCCAM covered meetings/events both on DVD and off-site storage.
- Editing and uploading meetings and events covered by volunteers.
- Responsible for maintenance and scheduling of public bulletin board.
- Checking equipment in/out for volunteers using WASP system
- Coverage of meetings/events when volunteers are not available
- Assist producers/volunteers in the use of editing software, field cameras, audio systems, Broadcast Pix system with robotic cameras, portable lighting, etc.
- Conduct regularly scheduled training workshops for volunteers and as needed.
- Assist with troubleshooting equipment problems.
- Understand and adhere to MCCAM Policies & Procedures.

Any other special projects and duties deems necessary by the Cable Access Administrator.

SUPERVISION

Reports directly to the Cable Access Administrator, the Permanent Cable Committee or it's designee.

SPECIAL REQUIREMENTS

Possession of a Massachusetts Class D motor vehicle operator's license.

Background, CORI and SORI check shall be done prior to any interview.

PHYSICAL REQUIREMENTS

Minimum physical effort generally required for work performed in the office. Must be able to lift up to 50 lbs minimum. Certain situations may have to climb, stoop, kneel, crouch, crawl and reach with hands and arms.

WORK HOURS

Shall be based on 40 hours per week, which include some weekday evenings and/or occasional weekend or holiday special event coverage. Regular scheduled hours are to be Monday-Friday from 2pm-10pm. Funding for this position will be the responsibility of the Middleborough Permanent Cable Committee from funds received from Comcast and Verizon.

WORK LOCATION

The MCCAM Office, 10 Nickerson Avenue, Middleborough, MA 02346.

Also at other Town locations, as needed, to perform needed coverage of meetings & events for MCCAM.

South Shore Race Management, LLC

January 2, 2015

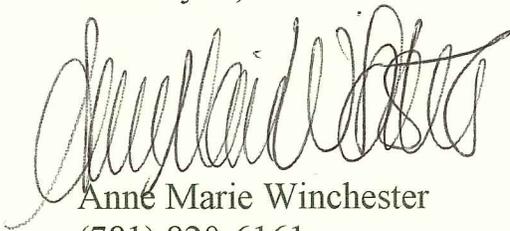
Town of Middleboro
Board of Selectmen
10 Nickerson Avenue
Middleboro, MA 02346

Board of Selectmen,

I am requesting the use of public roads to hold the 2nd Annual Colleen Celia Memorial 5K Walk/Run on Saturday, July 18th, 2015 at 8:00 am. The event would begin and end at Henry B. Burkland Elementary School located at 41 Mayflower Avenue. Request for school use has been submitted per school use request guidelines. All participants are expected to be off the roads in less than an hour. The course map is attached.

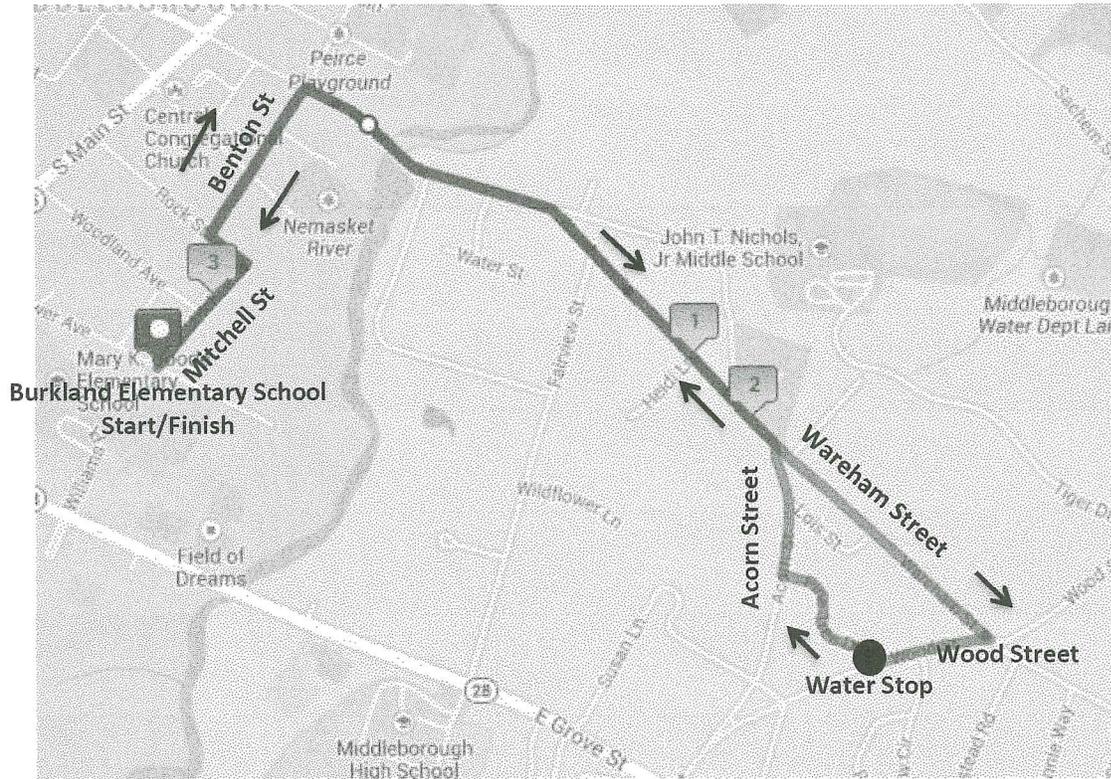
The event will serve as a fundraiser, organized at the request of her family, to raise money to help the family with living expenses.

Thank you,



Anne Marie Winchester
(781) 820-6161

COLLEEN CELIA MEMORIAL 5K WALK/RUN





Disabled American Veterans
Cpl. William F. Reardon
Chapter 57
P.O. Box 57
Taunton, Massachusetts 02780
(508) 823-0409



Officers 2014 - 2015

Commander
Morton Morin

Sr. Vice Commander
William Kreger

Jr. Vice Commander
Alfred Hinds

Adjutant:
Guy Maroon

Treasurer:
Neil Theisen

Quartermaster:
Norman Willoughby

Board of Selectman
Town Of Middleboro
10 Nickerson Ave
Middleboro, Ma. 02346

Jan. 1 2015

Dear Sir/Madam

Once again the Disabled American Veterans Cpl. William F Reardon, Chapter 57 requests permission to conduct our annual Forget-Me-Not Fund Raising event in the Town of Middleboro on July 3rd thru 6th, 2015.

This is the only fundraising drive the D.A.V. conducts to Raise the funds which enable us to assist Disabled Veterans, Veterans And Their families. As we see more and more young disable veterans returning home from proudly serving their country, we find ourselves more in need now than ever before of the resources needed to help serve them. Chapter 57 makes itself available to assist all Veterans and their families, not just members of our Chapter. Requests for assistance are judged on a case by case basis. We fear that without your help we will not have the funds available to help serve our worthy veterans.

All members of Wm. F. Reardon, Chapter 57 are volunteers And 100% of Forget-Me-Not donations go to help Veterans. We appreciate your assistance with our annual Fund Raiser

Sincerely

A handwritten signature in blue ink that reads "William F Kreger".

William F Kreger
Sr. Vice Commander
Chairman: Fundraising



DAV Chapter 57 is a non-profit 501 (c) (3) Org.

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE
LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

LICENSEE NAME:

Puriba Inc DBA Capeway Convenience

ADDRESS:

578 Wareham Street

CITY/TOWN:

Middleboro

STATE Ma

ZIP CODE

02346

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours
 Change of DBA
 Charity Wine License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND
SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396**

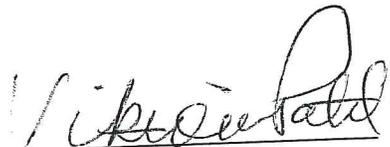
Corporate Vote

Puriba, Inc.

On this 24th day of November, 2014, the Officers of Puriba Inc. met and resolved as follows:

- To change alcohol sale time from 12 noon to 10 AM;
- To do all things necessary and appropriate to operate under a liquor license from the Massachusetts Alcoholic Beverages Control Commission.

Resolved this 24th day of November, 2014



Viktoria A. Patel, Treasurer



Purushattam Patel, President

December 22, 2014

Ms. Caroline Lacroix
Assistant to the Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Design Development Invoice #11 – Final Design
(WP #96721): October 2014**

Dear Ms. Lacroix:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in October 2014 for services related to Design Development (Final Design) - Phase C, Task 3.A.1 through 3.A.7. This invoice was approved on December 12, 2014.

Environmental Partners has reviewed WP's invoice and the work progress stated in the cover letter. WP is currently completing the final design documents (drawings, specifications and updated construction cost estimate). The final design submittal is being reviewed by the Massachusetts Department of Environmental Protection. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown and equal to approximately 98% complete for the overall Final Design scope.

A separate invoice for subcontractor services (Invoice 96722) was submitted. This invoice is for surveying, lead and asbestos testing, soils/geotechnical testing and environmental testing. WP indicates that these services are now 90% complete, which appears reasonable.

Environmental Partners recommends that Invoice #96721 be paid in full in the amount of \$23,810.67 and Invoice #96722 be paid in full for \$4,621.30, for this billing period. If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657-0276.

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul C. Millett, P.E.
Project Manager

Attachments:

WP invoice October 2014. #96721 and #96722

Hyannis:
396 North Street, Hyannis, MA 02601
TL 508.568.5103 • FX 508.568.5125

Headquarters:
1900 Crown Colony Drive, Suite 402, Quincy, MA 02169
TL 617.657.0200 • FX 617.657.0201

Woburn:
18 Commerce Way, Suite 2000, Woburn, MA 01801
TL 781.281.2542 • FX 781.281.2543



Approved Dec 12 2014 by EPG

Water
Wastewater
Infrastructure

November 19, 2014
W-P Project No. 12760

Mr. Paul C. Millett
Environmental Partner's Group, Inc.
Town of Middleborough - Owner's Project Manager
1900 Crown Colony Drive
Suite 402
Quincy, MA 02169

Subject: Middleborough, Ma- Water Pollution Control Facility (WPCF) Upgrade
Wright-Pierce October 2014 Invoices

Dear Paul:

Please find the attached summary of progress completion and accompanying invoices for engineering services completed through October 2014 related to the Middleborough WPCF Upgrade. A brief summary of the work completed for each of the phases is summarized below:

Middleborough WPCF Upgrade – Wright Pierce Project #12760 Phase C – Final Design

- Task 3.A.1. – Preparation of Final Calculations
 - Finalized hydraulic profile throughout the WPCF.
 - Finalized design calculations requirements for the new Water Champ chemical Mixers.
 - Finalized design calculations for plant water system.
 - Finalized electrical and instrumentation calculations.

- Task 3.A.2. – Preparation of Final Construction Drawings
 - Finalized layouts for water champ and chemical feed systems.
 - Finalized layout for the Tertiary Building and the plant water system.
 - Finalized layout of the Sludge Dewatering Building.
 - Finalized all process demo sheets
 - Finalized all process detail sheets

- Task 3.A.3. – Preparation of Final Technical Specifications in CSI format
 - Updated Division 0 Specifications
 - Finalized all Process Specifications.
 - Further developed Mechanical Specifications.
 - Further developed Instrumentation Specifications.
 - Further developed Electrical Specifications.

Middleborough WPCF
November 19, 2014
Page 2 of 2



- Task 3.A.4. – Preparation of Opinion of Probably Cost Estimate - Completed
- Task 3.A.5. – Submit Progress Submittal – Completed
- Task 3.A.6. – Attendance at workshops with Town/ OPM - Completed
- Task 3.A.7. – Incorporate Review Comments from Town/OPM - Completed

Middleborough WPCF Upgrade – Wright Pierce Project #12760 Phase G – Sub-Contractor Services

- Finalized sub-contractor services to 90% complete
 - L & A testing and invoice.
 - Other miscellaneous subcontractor services (printing, posting, etc.).

We appreciate the opportunity to work with the Town and EPG on this important project. Please feel free to contact me on my direct line if you have any questions at (978) 416-8030.

Very truly yours,

WRIGHT-PIERCE

Jon W. Hume, P.E.
Project Manager

Approved Dec 12 2014 by EPG



Water
Wastewater
Infrastructure

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Invoice #: 96721
Project: 12760
Phase: C
Project Name: Middleborough MA - WPCF Upgrade
Invoice Date: Nov-19-2014

Attention: Charles Cristallo, Town Mgr.

For Professional Services Rendered for the Period Sep-27-2014 To Oct-31-2014

RELATED TO: Final Design
REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	793,689.00
Percent Complete as of 10/31/2014	<u>98.00</u>
Fee Earned To Date	777,815.22
Less Previous Billings	754,004.55
Amount Due this Invoice	<u><u>23,810.67</u></u> ←

BILLING RECAP

Previous Billings	754,004.55
Current Billing Amount	23,810.87
Fee Earned To Date	<u>777,815.22</u>
Amount Received	555,582.30
Balance Due	<u><u>222,232.92</u></u>

Invoices are due upon receipt. If not paid by Dec-19-2014, interest will be computed at the rate stated in the agreement.

CC. Jon W. Hume

**Middleborough - Water Pollution Control Facility (WPCF) Upgrade
Wastewater Engineering Services - Wright-Pierce Project # 12760 Phase C - Final Design Phase
Work Progress by Task**

Period: September 27, 2014 Through October 31, 2014

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments on Work Performed
3.0 DESIGN DEVELOPMENT PHASE		793,689	3%	23,810	98.0	777,815	
3.A.1	Preparation of final calculations.		5%	-	100%	-	
3.A.2	Preparation of final construction drawings.		3%	-	98%	-	
3.A.3	Preparation of final technical specifications in Construction Specifications Institute (CSI) format (Div. 0-1-2...16).		5%	-	95%	-	
3.A.4	Preparation of an estimate of probable construction costs at 90% design completion.		5%	-	100%	-	
3.A.5	Submit progress submittals at 90% design completion milestones to the Client and OPM for review.		5%	-	100%	-	
3.A.6	Coordination and attendance of two (2) one-day workshops to review the work products with the Client and OPM. Workshops to be scheduled at approximately 90% design completion.		20%	-	100%	-	
3.A.7	Incorporate workshop review comments into the final plans and specifications.		50%	-	100%	-	
Total:		793,689	3%	23,810	98%	777,815	<i>Wright-Pierce 31-Oct-2014</i>

Approved by EPG Dec 12 2014



Water
Wastewater
Infrastructure

Town of Middleborough
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02345

Invoice # : 96722
Project : 12760
Phase : G
Project Name : Middleborough MA - WPCF Upgrade
Invoice Date : Nov-19-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Sep-27-2014 To Oct-31-2014

RELATED TO: Subcontractor Services
REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	77,357.00
Percent Complete as of 10/31/2014	<u>90.00</u>
Fee Earned To Date	69,821.30
Less Previous Billings	65,000.00
Amount Due this Invoice	<u><u>4,621.30</u></u> ←

BILLING RECAP

Previous Billings	65,000.00
Current Billing Amount	4,621.30
Fee Earned To Date	<u>69,621.30</u>
Amount Received	<u>65,000.00</u>
Balance Due	<u>4,621.30</u>

Invoices are due upon receipt. If not paid by Dec-19-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) - Subcontracts

Wastewater Engineering Services (Wright-Pierce Project # 12760 Phase G)

Work Progress by Task

Period: September 27, 2014 Through October 31, 2014

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments
I. Design	Development Subcontractor Services	77,357	6%	4,621	90%	69,621	
1.B.1	Survey		0%	-	100%	-	
1.B.2	Lead & Asbestos Testing		0%	-	100%	-	
1.B.3	Geotechnical		0%	-	100%	-	
1.B.4	Environmental Testing		0%	-	0%	-	
1.B.5	Others Services		6%	-	50%	-	
Total:		77,357	6%	4,621	90%	69,621	<i>Wright-Pierce 31-Oct-2014</i>

Incorporated 1669
344 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

ROEBRT G. NUNES
Town Manager

508-947-0928
FAX 508-946-2320

MEMORANDUM

TO: Board of Selectmen

FROM: Caroline R. LaCroix, Assistant to the Town Manager 

RE: Lease Agreement with T-Mobile Northeast LLC for Leased Space for Wireless Communication Facility in Middleborough Town Hall

DATE: January 9, 2015

The Middleborough Town Hall has housed a wireless communications facility through a lease agreement with T-Mobile. The lease agreement expired earlier this year and the Town prepared a Request for Proposals (attachment). One proposal was received from T-Mobile Northeast LLC. Subsequently, Town Manager Cristello was in contact with T-Mobile to review their proposal and develop a contract document to reflect the components of their proposal.

Town Manager Cristello, Town Counsel Murray and I met with the T-Mobile Northeast representative in October to review the draft contract agreement to ensure that Town Counsel's comments were incorporated into the contract. The final lease is attached for approval by the Board of Selectmen (attachment).

Highlights of the lease agreement include a ten year lease agreement with a rental payment due annually. The annual payment amount is \$25,010.40. The rent shall be increased by one hundred and three percent annually on the anniversary date of the lease agreement. Secondly, should T-Mobile desire to make changes to the current installation relative to power service and telephone cable service beyond their identified leased area and antenna facilities will require written permission from the Town of Middleborough. Lastly, the agreement highlights the hours of operation that the building is open for access and instructs the tenant to contact the Fire Department during non-business hours to obtain access to the building. Our experience has been that T-Mobile accesses the building during normal business hours.

**TOWN OF MIDDLEBOROUGH – REQUEST FOR PROPOSALS
TO LEASE SPACE FOR WIRELESS COMMUNICATION FACILITY IN THE
MIDDLEBOROUGH TOWN HALL**

The Town of Middleborough, Massachusetts, by its Board of Selectmen, invites sealed Proposals relative to the installation and operation of a Wireless Communication Facility in the Town Hall, 10 Nickerson Avenue, Middleborough, Massachusetts 02346, Assessors Map 50P Lot 6189 (the property) and for access thereto. The Successful Applicant shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to install its facility in an existing cupola and designated equipment area in the Middleborough Town Hall Property, including without limitation antennas, cables, an equipment cabinet or cabinets and related telecommunications equipment and provision of power and telephone service to the Site. The Successful Applicant shall be responsible for avoiding any possible damage to the Town Hall Property during the work.

Proposals will be received in the Board of Selectmen's Office at the Town Hall, 10 Nickerson Avenue, Middleborough, Massachusetts 02346 until Friday, April 18, 2014 at 2:00 PM when at such time all proposals shall be opened and publicly read aloud in the Selectmen's Meeting Room. Requests for Proposals (including instructions, specifications and forms) are available on the Town of Middleborough website www.middleborough.com, under the Town Procurements section.

The Board of Selectmen reserve the right to accept or reject any and all proposals and to award contracts as the Middleborough Board of Selectmen deems to be in the best interest of the community.

**Stephen J. McKinnon
Allin Frawley
Ben Quelle
Leilani Dalpe
John M. Knowlton
BOARD OF SELECTMEN**

**TOWN OF MIDDLEBOROUGH – REQUEST FOR PROPOSALS
TO LEASE SPACE FOR WIRELESS COMMUNICATION FACILITY IN THE
MIDDLEBOROUGH TOWN HALL**

Deadline, Friday, April 18, 2014, 2:00 PM

The Town of Middleborough (Town) acting by and through its Board of Selectmen will accept written proposals by interested applicants for the leasing of a site for the installation and operation of a Wireless Communication Facility in the Town Hall, 10 Nickerson Avenue, Middleborough, Massachusetts 02346. Assessors Map 50P, Lot 6189 (the property) and for access thereto. The Successful Applicant shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to install its facility in an existing cupola and designated equipment area in the Middleborough Town Hall Property, including without limitation antennas, cables, an equipment cabinet or cabinets, and related telecommunications equipment and provision of power and telephone service to the Site.

The purpose of this Request for Proposals (RFP) is to make a site available on a fair and competitive basis for the location of a Wireless Communication Facility designed in accordance with guidelines established by the Town which will not detract from the appearance or use of the Middleborough Town Hall Property.

1. **Location of Site:** The location of the site is described in Exhibit A, attached, hereto.
2. **Procedure for Obtaining RFP and Submitting Proposals:**
 - 2.1 Copies of the RFP are available on the Town of Middleborough website, www.middleborough.com, under the Town Procurements section.
 - 2.2 All proposals must be submitted to: Town of Middleborough Board of Selectmen at the following address:

Town of Middleborough
Board of Selectmen's Office
10 Nickerson Avenue
Middleborough, MA 02346

Telephone 508-946-2405
Fax 508-946-0058

- Proposals should be clearly marked on the outside of the envelope "Wireless Facility Lease Proposal" with the name, address and telephone number of the proposer on it.
- 2.3 Written questions concerning this RFP may be submitted to the Town Manager via email to ccristello@middleborough.com no later than Friday, April 11. The Town will endeavor but shall not be required to answer any such requests for information. Responses to questions shall be posted as an addendum on the website.
 - 2.4 Proposals will be publicly opened and recorded on April 18, 2014 at 2:00 PM in the Board of Selectmen's Meeting Room. The Town will evaluate the proposals based on the criteria listed in section 3 and will accept one or more proposals on or before July 31, 2014. The Successful Applicant will be required to execute a lease for the site in a form mutually acceptable to the Town and the Applicant within thirty days from the date of notice of acceptance of a proposal, or within such further time as the Board of Selectmen agrees.
 - 2.5 The selected proposer must comply with M.G.L. c.7, section 40J, which requires a disclosure of beneficial interests to be filed with the Division of Capital Planning and Operations. This form is attached.

3. Evaluation Criteria

All proposals must comply with the requirements listed in section 4. Proposals which comply with those requirements will be chosen, based on the sum of rental payments payable to the Town of Middleborough for the term of the lease (10 year), and evaluation of the proposed design of the facility under the criteria in Section 5.1. The Town reserves the right to reject any and all Proposals, wholly or in part, and to accept any Proposal or part thereof deemed to be in the best interest of the Town.

4. Instructions and Conditions for Applicants

- 4.1 Each applicant shall submit seven copies of its proposal.
- 4.2 Each Applicant shall include the proposed rent to be paid under a ten-year lease on the form found in Exhibit D.
- 4.3 Each applicant shall answer all questions contained in Exhibit B, shall agree to execute a lease in a form satisfactory to the Town and shall execute the certificates attached hereto as Exhibits C-1 through C-3. These shall be fully completed and submitted with the proposal.
- 4.4 The Town reserves the right to interview or to seek additional information from any applicant after opening of Proposals but before entering into a Lease Agreement, to reject any proposal if it deems it to be in the best interests of the Town, and to award a lease to the next qualified applicant.
- 4.5 Proposals may be corrected, modified, or withdrawn prior to the deadline for submission of proposals by submitting the required number of copies of such correction, modification, withdrawal or a new submission, clearly marked on the

outside envelope with the appropriate heading, by deadline listed in Section 2. Proposals may not be withdrawn or modified for a period of sixty (60) days after the opening of proposals.

5. Construction and Installation of Facilities:

- 5.1 The Successful Applicant shall furnish all labor, supervision, services, equipment, transportation, required materials, supplies, insurance and other resources to install its facility in an existing cupola and designated equipment area in the Middleborough Town Hall Property including without limitation antennas, cables, an equipment cabinet or cabinets and related telecommunications equipment and provision of power and telephone service to the Site. The Successful Applicant shall be responsible for avoiding any damage to the Town Hall Property during the installation. The facility shall be concealed within the Town Hall Building and shall not compromise the historic and architectural integrity of the structure. If an applicant submits more than one alternative design, each alternative must clearly be referenced to the price proposal for that alternative. The Board of Selectmen reserves the right to reject any proposal, which the Board deems, in its sole discretion, to be incompatible with the site and/or use of the surrounding land.
- 5.2 The Successful Applicant shall be responsible for the construction of its facility and installation of all equipment necessary to operate the facility, including necessary utility and telecommunications connections. The Successful Applicant shall avoid any damage to the Town Hall Property during construction and will be responsible for any repairs required.
- 5.3 The Town makes no representations of any kind with respect to the site, its adequacy to support the equipment, or its appropriateness for the intended use. Applicants will be permitted to inspect any plans, and other records relating to the property in the possession of the Town and will have access to the site to make inspections, perform engineering surveys and tests at its own expense and with the prior approval of the Town, and otherwise to assure itself that the site will be suitable for the proposed use. Each Applicant will be responsible for determining the suitability of the site for its intended purposes, and agrees to indemnify the Town for any damage to the property of the Town or to any person arising out of its inspection or testing of the site.
- 5.4 The Successful Applicant shall take out and maintain insurance satisfactory to the Town covering the facility as required in Section 8, and shall indemnify the Town for any damages arising from construction or use of the facility by the Successful Applicant as permitted by the Lease Agreement.
- 5.5 The Town shall have a right of access to the Leased facility/premises at all times, to take necessary actions to protect the Property or persons in the Town, to enforce the terms of the Lease Agreement, or for any other purpose. Except in cases of emergency, the Town will give the Lessee at least twenty-four hours notice of any request for access to the facility. Notwithstanding the foregoing, the Town shall not be entitled to inspect the interior of the equipment cabinet(s) except in the case of emergency threatening persons or property.

- 5.6 The Lessee shall agree that the installation of its equipment and its use will not interfere with use of the Town's property for any purpose for which the Town Hall is being used at the commencement of the lease.
- 5.7 At the end of the Lease period the Lessee shall remove all its personal property and equipment installed at the site, including any utility connections, and shall restore the site, including sub-surface installations, to its pre-existing condition, reasonable wear and tear excepted.
- 5.8 If the Applicant fails to apply for all permits necessary to construct or install its facilities within six months after execution of the lease, and to proceed to construct or install such facilities within three months after obtaining such permits, the Lease shall terminate and the Town shall be free to lease or otherwise dispose of the site as it may determine.

6. Provisions of Lease

- 6.1 Lease of the space within the Town Hall Property for up to ten years has been authorized by vote of the Town's Board of Selectmen pursuant to M.G.L. c.40 sec. 3.
- 6.2 The Applicant shall not be permitted to begin construction or installation of equipment before executing a Lease in a form satisfactory to the Town and obtaining all necessary permits as provided in section 7.
- 6.3 The term of the Lease shall be ten years, commencing on the date construction commences. The Lessee shall notify the Town's Board of Selectmen in writing of the date construction commences.
- 6.4 Rent shall be payable semi-annually in advance commencing with the execution of the Lease.

7. Other Permits and Approvals

The Successful Applicant shall obtain all necessary permits, licenses, and approvals (collectively permits) from the United States, the Commonwealth of Massachusetts, and the Town, necessary for the location and operation of its facilities at the property and shall furnish the Town with copies of such permits before commencing construction or installation of equipment at the site. The Successful Applicant shall comply with all statutes, regulations and by-laws relating to the maintenance and operation of its facility.

The Town believes that approval of the Town of Middleborough Board of Appeals is required for the proposed operation of a wireless communication facility in the Town Hall.

There is a Preservation Restriction Agreement between the Commonwealth of Massachusetts by and through the Massachusetts Historical Commission and the Town of Middleborough. The Massachusetts Historical Commission may review the proposal to assess their impact on the structure (copy attached).

8. Insurance

The Successful Applicant shall maintain insurance coverage on the facility as required by the Town with minimum limits of coverage for bodily injury and property damage during the term of the lease as follows and shall send with the signed Lease Agreement, within ten (10) days from Notice of Award, a "Certificate of Insurance" indicating that such insurance is in force and naming the Town as an additional insured. Arrangements shall be made with the Applicants insurance company to notify the Town of any termination or material change in the aforementioned insurance at least thirty (30) days prior to the date on which the termination or change takes place:

General Liability:

1. Limit of Liability \$2,500,000
 \$2,500,000 per occurrence
 Bodily Injury & Property Damage Combined
2. General Aggregate Applicable solely to the Town
3. Contractual Liability Must include the duty to defend
4. The Town shall be named as additional insured

Automobile Liability:

1. Limit of Liability \$2,000,000 per occurrence
2. Coverage Automobiles Hire, Owned and Non-Owned
3. The Town shall be named as additional insured

Workmen's Compensation and Employer's Liability:

The Applicant shall carry Workman's Compensation insurance for the protection of all his employees throughout the entire period that the lease is in effect with coverage limits of liability as required under the Chapter 152 Commonwealth of Massachusetts General Laws and any amendments thereto, and the Tenant shall comply with all the requirements thereof.

9. Indemnification

The successful Applicant shall indemnify the Town against all claims arising from their respective use of the facility.

10. Form of Lease

The Successful Applicant shall enter into a Lease with the Town in a form mutually satisfactory to the Town and Successful Applicant. The Town may in its sole discretion request or agree to changes or additions to the Lease.

11. Real Estate Taxes

Each Tenant shall pay all real estate taxes assessed by the Town pursuant to General Laws, Chapter 59, Section 2B during the lease term.

12. Site Visit

A Proposer prior to submission of its proposal may arrange for a visit to the site to the proposed lease by contacting Charles Cristello, Town Manager at 508-947-0928.

Exhibit A

Description of Available Site:

Property located at 10 Nickerson Avenue – Assessor’s Map 50P Lot 6189.

Cupola of existing Town Hall – originally built in 1872 – major renovation 1998 – 2000

Area available for lease starts at the roof line of the building, extending up into the cupola, and includes a small room adjacent to the stairway access.

Exhibit B

Questionnaire

The following questions must be answered in full by each Applicant and the certificate executed by an authorized officer of the Applicant.

1. Provide the full name and address of the Applicant, which shall be the company or other entity that is licensed and will operate the wireless facility, and the name, address telephone and fax number of the person who is authorized to act for the Applicant and to execute the Lease Agreement.
2. Provide the name, address, telephone and fax number of the person and persons who will (a) be responsible for construction and installation of the facility (hereafter called Project Manager) and (b) is able to answer questions concerning technical aspects of the proposed facility (hereafter called the Technical Representative).
3. List all Town Hall locations in Massachusetts and any other locations where the Applicant has installed or been permitted to install a wireless communication facility entirely and substantially within a building within the last five years and the name, address and telephone number of the owner of the site.
4. Provide a list of towns, public bodies and private entities in Massachusetts where the Applicant has either sought permission to install a Wireless Communication Facility entirely and substantially within a building within the past five years or is presently engaged in negotiating, or has in the last five years negotiated for a lease or permission to use a site for installation of such a facility.
5. Provide a description of the facility you propose to install, including (1) a plan showing the location of the facility, (2) a plan showing the location of all equipment you propose to install and the means of making such installation/attachment, (3) a description of all cabinets or other structures necessary to support or contain your equipment, including (a) a list of the proposed equipment to be installed, and the means of making such installation/attachment (b) any utility or telecommunication services needed to operate the facility, and the location of such service connections, and the means of making such connections, and (c) landscaping and security measures you propose. Detailed plans and specifications for the proposed facility are not required. However, plans or pictures of similar facilities you have installed in other locations will assist the Town in considering your proposal.

The Successful Applicant (Lessee) shall be required to provide detailed plans and specifications for the facility to be installed and operated pursuant to the lease, which shall be incorporated in the lease.

6. The following certificate must be signed by an authorized officer of the Applicant:

“I represent and agree that the enclosed proposal by (Name of Applicant) will remain subject to acceptance by the Town of Middleborough for 30 days after (date of submission of proposals), and that (Applicant) will execute a Lease Agreement satisfactory with the Town of Middleborough (subject to the review authority of the Massachusetts Historical Commission and consistent with the Preservation Restriction Agreement between the Town and the Massachusetts Historical Commission, dated 5/28/98) within 30 days from award of the contract or such further time as the Board of Selectmen agree.”

Name of Applicant

By: _____ Authorized Officer

Exhibit C-1

CERTIFICATE AS TO CORPORATE BIDDER

I, _____ (Name of Officer), certify that I am the
_____ (Title) of the Corporation named as Applicant in the within proposal;
that _____ (Name of Officer signing form) who signed said Proposal on behalf
of the Applicant was then _____ (Title) of said Corporation and
that said Proposal was duly executed for and on behalf of said Corporation.

Exhibit C-2

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number, or
Federal Identification Number

Signature of Individual or
Corporation Name

By: _____
Corporate Officer & Title
(if applicable)

Exhibit C-3

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal 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 Individual, or
Corporation Name

By: _____
Corporate Officer & Title
(if applicable)

AFFIX CORPORATE SEAL

Exhibit D

PROPOSAL FORM

Compensation to the Town for each year of the ten-year lease shall be:

Year No. 1 \$ _____

Year No. 2 \$ _____

Year No. 3 \$ _____

Year No. 4 \$ _____

Year No. 5 \$ _____

Year No. 6 \$ _____

Year No. 7 \$ _____

Year No. 8 \$ _____

Year No. 9 \$ _____

Year No. 10 \$ _____

Total \$ _____

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

For acquisition or disposition of Real Property by the Town of Middleborough the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

1. REAL PROPERTY DESCRIPTION:
2. TYPE OF TRANSACTION:
3. SELLER or LESSOR:
4. BUYER or LESSEE:
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME

RESIDENCE

6. None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below:

7. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties or perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STEEPLE LEASE

THIS STEEPLE LEASE (this "Lease") is by and between Town of Middleborough acting by and through its Board of Selectman ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

1. Landlord hereby leases to Tenant that portion of certain space in the steeple of and within the building (the "Building") located on the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and right of access for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 10 Nickerson Avenue, Middleborough, Massachusetts, comprises approximately 200 square feet. Notwithstanding anything contained herein to the contrary, the Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and the installation of power, telephone and other utility service cables, but such items shall not be included in the calculation for the square footage comprising the Premises.

2. Term. The initial term of this Lease shall be ten (10) years commencing on April 7, 2014 (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Testing and Approvals.

During the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities, including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") (collectively, "Governmental Approvals"), including all land use and zoning permit applications. During the Initial Term and any Renewal Term of this Lease, Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property.

4. Rent. (a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, Twenty Five Thousand Ten and 04/100 dollars (\$ 25,010.40) annually ("Rent"). Landlord and Tenant acknowledge that a holdover rental payment in the amount of Twenty Three Thousand Eight Hundred Eight Two and 44/100 Dollars (\$23,882.44) was paid to the Landlord on or about April 3, 2014. The first payment of pro rated Rent in the amount of One Thousand One Hundred Twenty Seven and 96/100 Dollars (\$1,127.96) shall be due within twenty (20) days following the the full execution of the Agreement and thereafter Rent will be payable annually in advance by the fifth day of the anniversary of the Commencement Date to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of the lease year, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant.

(b) During the Initial Term, the Rent shall be increased on each annual anniversary of the Commencement Date to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the anniversary date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Rights of Access (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant must remove the Antenna Facilities within thirty (30) days upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, with Landlord approval, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service, including fully cooperating with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Tenant shall install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building. Prior to the installation of any conduit or sleeving, Tenant shall obtain written consent from Landlord, not to be unreasonably withheld, conditioned or delayed.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant right of access on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not

limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Rights of Access"). The Rights of Access provided hereunder shall have the same term as this Lease. Any changes to Tenants power service, and telephone service cable outside of the Premises and Antennas Facilities shall require written approval from the Landlord, not to be unreasonably withheld, conditioned or delayed.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant. Access to the Premises outside of 8:45a.m. to 5:00p.m. Monday through Friday shall require Tenant to notify the Middleborough Fire Department at 508-946-2461 in order to gain access to the Premises. Except for reasonable vehicular access, external to the Building, all access shall be on foot.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business at the Premises;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property, the Building or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises, the Building or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant attributed to the period after the date of such damage or destruction. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises, the Building and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall carry during the Initial Term, at its own cost and expense, the following insurance i) "All Risk" property insurance for its property's replacement costs; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand and no/100 Dollars (\$2,500,000.00) combined single limit for bodily injury or death/property damage arising out of any one occurrence, such limit may be satisfied by a combination of primary and umbrella policies; (iii) Workers' Compensation Insurance as required by law; and (iiii) automobile insurance in the amount of One Million and no/100 Dollars (\$1,000,000.00). It is understood and agreed that the coverage afforded by Tenant's commercial general liability and auto insurance also applies to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Tenant shall within thirty days after the execution of this Agreement provide Landlord with a Certificate of Insurance with the limits set forth above and annually thereafter.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile Northeast LLC
c/o T-Mobile USA
12920 S.E. 38th Street
Bellevue, WA 98006
Attn. Lease Compliance
Site Number 4BS0712B

With a copy to:

If to Landlord, to:

Town of Middleborough
Board of Selectman
Town Hall-10 Nickerson Avenue
Middleborough, MA 02346

With a copy to:

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease and the Rights of Access (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(b) Landlord shall have the right to assign or otherwise transfer this Lease and the Rights of Access granted herein, upon written notice to Tenant, except that any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be granted or withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment document and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(c) Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and, as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and, as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Rights of Access granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder, between the parties hereto, shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease. (k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

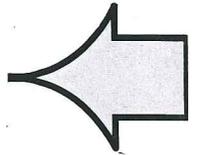
The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date Executed: _____

LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date Executed: _____



LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date Executed: _____

LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date Executed: _____

LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date Executed: _____

TENANT: T-MOBILE NORTHEAST LLC

By: _____
Printed Name: _____
Title: _____
Date Executed: _____

EXHIBIT A
Legal Description

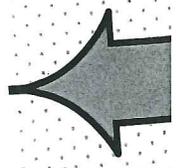
The Property is legally described as follows:

Know all Men by these presents that Edward H. Washburn of the City of New York Doctor of Divinity Gideon Nye Jr. of Canton in Ohio To
Mehmet F. Mary E. Nye wife wife of said Gideon George D. Monroe Town of
of Brooklyn in the State of New York Broker Paulina S. Monroe Middleboro'

358/191

wife of said George Lewis G. Hopkins of Bridgewater in the County
of Plymouth & State of Massachusetts Physician & Francis W. Hopkins
wife of said Lewis Wm R. P. Washburn of the City of Boston and
Philander Washburn of Middleborough in the State of Massachusetts

In consideration of Three thousand Dollars paid by the Inhabitants
of the town of Middleborough, the receipt whereof is hereby acknowledged
do hereby give, grant, bargain, sell and convey unto the said Town
of Middleborough a certain piece or parcel of land situated in said
Middleborough bounded & measuring as follows to-wit beginning
at the corner of a passage way near the house of William King and
running Northwest on said passage way and the land of the Baptist
Central Society there on measuring four hundred and seventy feet
then turning and running South West on land of the grantors
one hundred and seventy five feet to a stone placed there as a corner
boundary thence turning and running East to Main Street
there measuring four hundred and thirty feet; thence turning and
running North East on Main Street thence measuring one hundred
and seventy five feet to the place of beginning and this land is conveyed
to the Inhabitants of said Town on the conditions or restrictions follow-
ing to-wit that said lot shall be used as a location or site for a
Town House for the use of the Inhabitants and Officers of said Town
and as a site for a monument in honor of the soldiers and mariners
of said Town who were killed or died in the late rebellion if said
Town should so authorize and shall erect such monument and
bow sheds for horses and carriages and privies for the use of the
Inhabitants may be built in the rear of said Town House if
said Town shall permit to build them but on condition that no other
building shall ever be erected on said land and on condition that
said Town house shall be set back at least two hundred feet from
Main Street and as nearly as practicable at an equal distance
from the side lines hereby granted and said Town House and said
Town House may be used for School purposes and for any and all
purposes for which Town houses are or shall be ordinarily used in
this Commonwealth said Town undertakes and shall build
and keep in good repair a suitable fence between the land hereby
granted and the other lands of said Grantors or those holding under them
To Have and to hold the above granted premises with all the



privileges and appurtenances to the same belonging to the said Inhabitants of said town of Middleborough and their successors to their use and behoof forever subject to the conditions (and restrictions herein contained) And the said grantors for themselves and their heirs, executors and Administrators, do covenant with the said grantees and their successors, that they are lawfully seized, in fee simple of the aforegranted premises, that they are free from all incumbrances, that they have good right to sell and convey the same to the said grantees and their successors forever as aforesaid, and that they will and their heirs, executors and Administrators shall warrant and defend the same to the said grantees and their successors forever against the lawful claims and demands of all person subject always to the conditions & restrictions here in contained.

In witness whereof we the said Edward A. Washburn, Edwin Nye Jr. Mary E. Nye, George D. Munroe, Paulina J. Munroe, Lewis S. Hopkins, Francis W. Hopkins, W. R. P. Washburn, Philander Washburn and Paulina J. Washburn lately wife of Abel Washburn deceased, Francis H. Washburn wife of Edward A. Washburn and Elizabeth H. Washburn wife of Philander Washburn in token of their release of all right and title of or to down in the granted premises, have hereunto set our hands and seals this twentieth day of April in the year of our Lord eighteen hundred and sixty seven.

The word "lately" was interlined before the word "wife" in this line of this page before signing this instrument. - E. A. Washburn (Seal)

signed, sealed and in presence of Fanny Loring Washburn (Seal)

The words here & signers being read in four different places, to the words successively interlined before signing. The words of the "were" interlined before this word and substituted on the 27th page of the first page before the signing of this instrument Elinor Washburn } Susan E. Washburn (Seal)

Witness to W. R. P. Washburn } Paulina J. Washburn (Seal)

Witness to G. D. Munroe } G. D. Munroe (Seal)

Witness to Paulina J. Munroe } Paulina J. Munroe (Seal)

signed, sealed and in presence of Mary E. Nye (Seal)

Witness to P. T. Nye } P. T. Nye (Seal)

Witness to G. D. Munroe } G. D. Munroe (Seal)

Witness to F. W. Hopkins } F. W. Hopkins (Seal)

Witness to W. R. P. Washburn } W. R. P. Washburn (Seal)

Witness to Edwin Nye Jr. } Edwin Nye Jr. (Seal)

Witness to F. H. Washburn } F. H. Washburn (Seal)

Witness to Lewis S. Hopkins } Lewis S. Hopkins (Seal)

Witness to Fanny S. Hopkins } Fanny S. Hopkins (Seal)

Physicians for May 11th 1869, them personally appeared the within named William R. P. Washburn and Philander Washburn and acknowledged

2 Stamps
of 3c. 10.
Cancelled

The foregoing instrument to be their free act and deed before me
Cornelius B. Wood Justice of the Peace

Received October 26th 1869 11 A.M. & Recorded Tim Edinger Secy

Know all Men by these Presents That I Wm A. Thompson of Mid. Thompson
Middleboro' in the County of Plymouth & State of Massachusetts, for
consideration of seventy five Dollars paid by Stephen B. Gibbs of said Middleboro'
Middleboro' the receipt whereof is hereby acknowledged, do hereby
give grant bargain sell and convey unto the said Gibbs a certain
lot of land situated in said Middleborough and bounded as follows
to wit: Beginning at the Northwest corner thereof at the corner
of land sold by Laban P. Forbes & wife to said Gibbs, thence commencing
Southwesterly 34 3/4° East on line of land of Middleboro' & Taunton Rail
road to the fence separating it from other land of said Thompson,
two rods, thence South 55° E. on line of said fence to the way
known as Pearl St. six rods, thence N. 34 3/4° parallel with the
first mentioned line & in line of said Pearl two rods to land of said
Gibbs, thence on line of Gibbs land North 55° West to the point begun
at containing twelve rods, and being the Northwest corner of
the lot conveyed to me by Laban P. Forbes & wife by deed dated
August first eighteen sixty seven & entered in Plymouth
Registry of Deeds.

To Have and to Hold the above granted premises with all
the privileges and appurtenances thereto belonging to the said Gibbs
and his heirs and assigns to his and their use and behoof forever,
And I the said William A. Thompson for myself and my heirs,
Executors and administrators do covenant with the said Gibbs
and his heirs and assigns that I am lawfully seized in fee simple
of the above granted premises, that they are free from all incumbrances
that I have good right to sell and convey the same to the said Gibbs
and his heirs and assigns forever as aforesaid; and that I will and
my heirs, Executors and Administrators shall warrant and defend
the same to the said Gibbs, and his heirs and assigns forever,

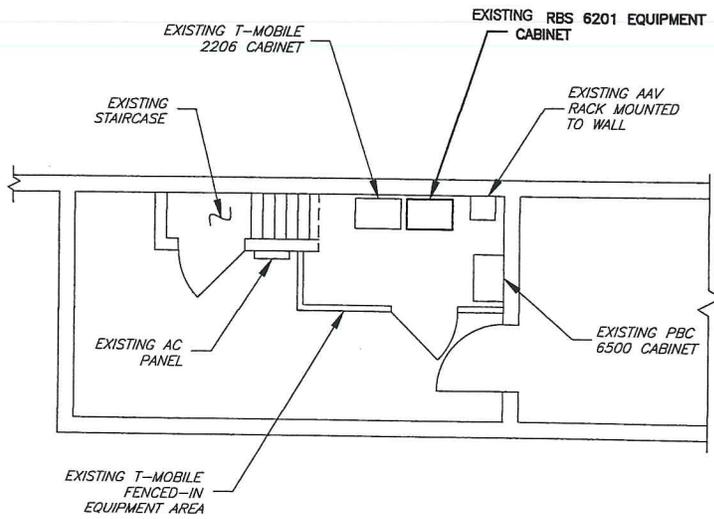
Stamp
50 Cents
Cancelled

against the lawful claims and demands of all persons
I warrant whereof I the said Wm A. Thompson and I Ella W.
Thompson wife of said Thompson in token of my release of all
right and title of or to both danger & harmless in the granted premises
have accounts set our hands & seals this eighteenth day of September in
the year of our Lord eighteen hundred and sixty nine

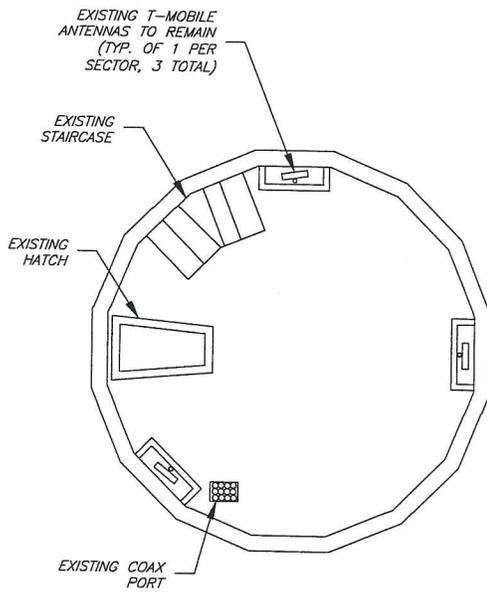
Witnessed and set in presence of
Wm A. Thompson (Seal)
Cornelius B. Wood Ella W. Thompson (Seal)
(The words "Thompson" being twice erased
& "Gibbs" written over same before delivery)

EXHIBIT B

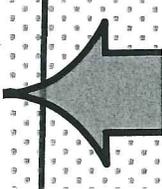
**The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:**



1 EQUIPMENT PLAN
LE-1 SCALE: 1/8"=1'-0"



2 ANTENNA PLAN
LE-1 SCALE: 1/8"=1'-0"



PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. LESSEE/LICENSEE IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. LESSEE/LICENSEE RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.

DEVELOPMENT CONTRACTOR SIGNATURE BLOCK:

LEASING: _____ DATE: ___/___/___
 ZONING: _____ DATE: ___/___/___
 RF: _____ DATE: ___/___/___
 CONSTRUCTION: _____ DATE: ___/___/___

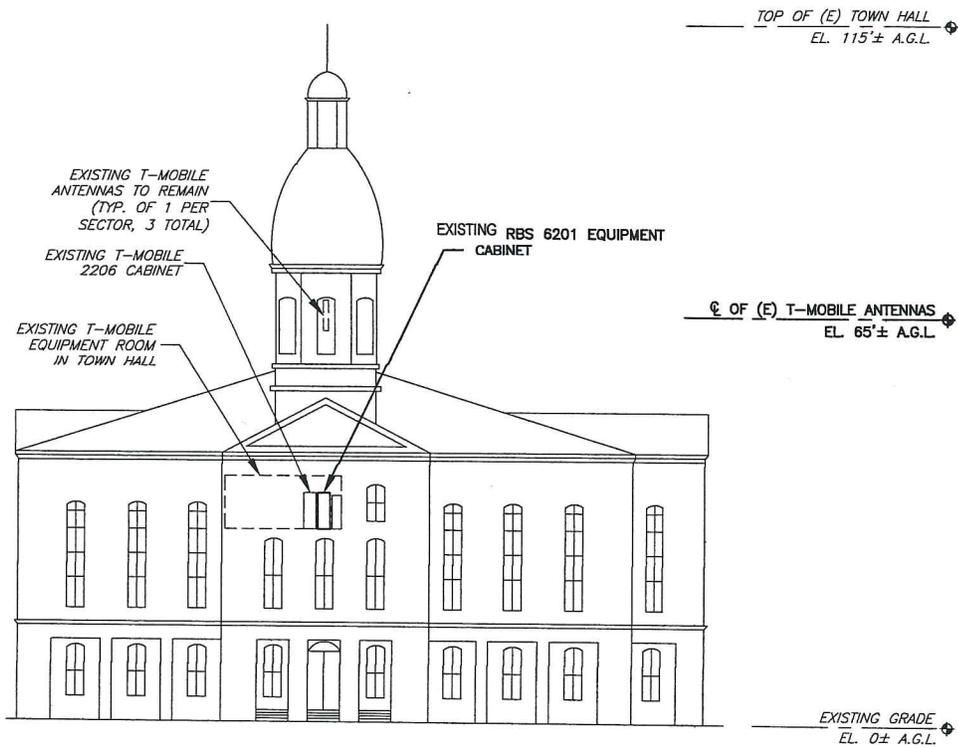
NB&C
ENGINEERING
SERVICES, LLC.
 7380 COCA COLA DRIVE, SUITE 106
 HANOVER, MD 21078
 P: 410.712.7092

T-Mobile
 T-MOBILE NORTHEAST LLC
 15 COMMERCE WAY, SUITE B
 NORTON, MA 02766
 OFFICE: (508) 286-2700
 FAX: (508) 286-2893

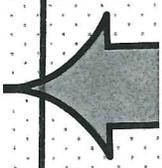
4BS0712B
 MIDDLEBOROUGH TOWN HALL
 10 NICKERSON AVENUE
 MIDDLEBOROUGH, MA 02346

SUBMITTALS

A	03/31/13
B	04/10/13



1 ELEVATION
LE-2 SCALE: 1/32"=1'-0"



PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. LESSEE/LICENSEE IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. LESSEE/LICENSEE RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.

DEVELOPMENT CONTRACTOR SIGNATURE BLOCK:

LEASING: _____ DATE: ___/___/___

ZONING: _____ DATE: ___/___/___

RF: _____ DATE: ___/___/___

CONSTRUCTION: _____ DATE: ___/___/___

NB&C
ENGINEERING
SERVICES, LLC.
7380 COCA COLA DRIVE, SUITE 105
HANOVER, MD 21076
P: 410.712.7092

T-Mobile
T-MOBILE NORTHEAST LLC
15 COMMERCE WAY, SUITE B
NORTON, MA 02766
OFFICE: (508) 286-2700
FAX: (508) 286-2893

4BS0712B
MIDDLEBOROUGH TOWN HALL
10 NICKERSON AVENUE
MIDDLEBOROUGH, MA 02346

SUBMITTALS	
A	03/31/13
B	04/10/13



DESIGN ENGINEERS, INC.

ENGINEERS & ENVIRONMENTAL SCIENTISTS



December 12, 2014

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

**Re: *Proposed Waterline Extension
Cordial Road, Clayton Road, Mill Street
Middleborough, MA
ADE Project #2780.00***

Dear Board Members:

On behalf of McLean Patrick Enterprises, the developers of a proposed 16,000 SF medical office facility at 15 Cordial Road, we are respectfully requesting your review and acceptance of a proposed 2,300 foot extension of the City of Taunton water system to serve the proposed facility. The property is presently not served by any municipal water system and the Town of Middleborough does not serve this area of Town. The City of Taunton, however, does supply water to certain areas in this section of Middleborough, primarily along Route 44, to the west of the Cordial Road site.

The proposed 8" water main extension is proposed to be constructed within the right of ways of the following Town of Middleborough streets – Cordial Road, Mill Street and Clayton Street. (See attached figure.) All work will be done to the City of Taunton Water Department specifications and any areas disturbed within the right of ways will be restored to existing conditions. Project costs will be paid for entirely by the developer, McLean Patrick Enterprises.

If you have no objection to this proposed waterline extension, please provide a letter to the developer stating such, so that we may present the project formally to the City of Taunton. See developer's address below.

If you have any questions, please do not hesitate to call me at (508) 888-9282. Thank you for your consideration in this matter and we look forward to working with you.

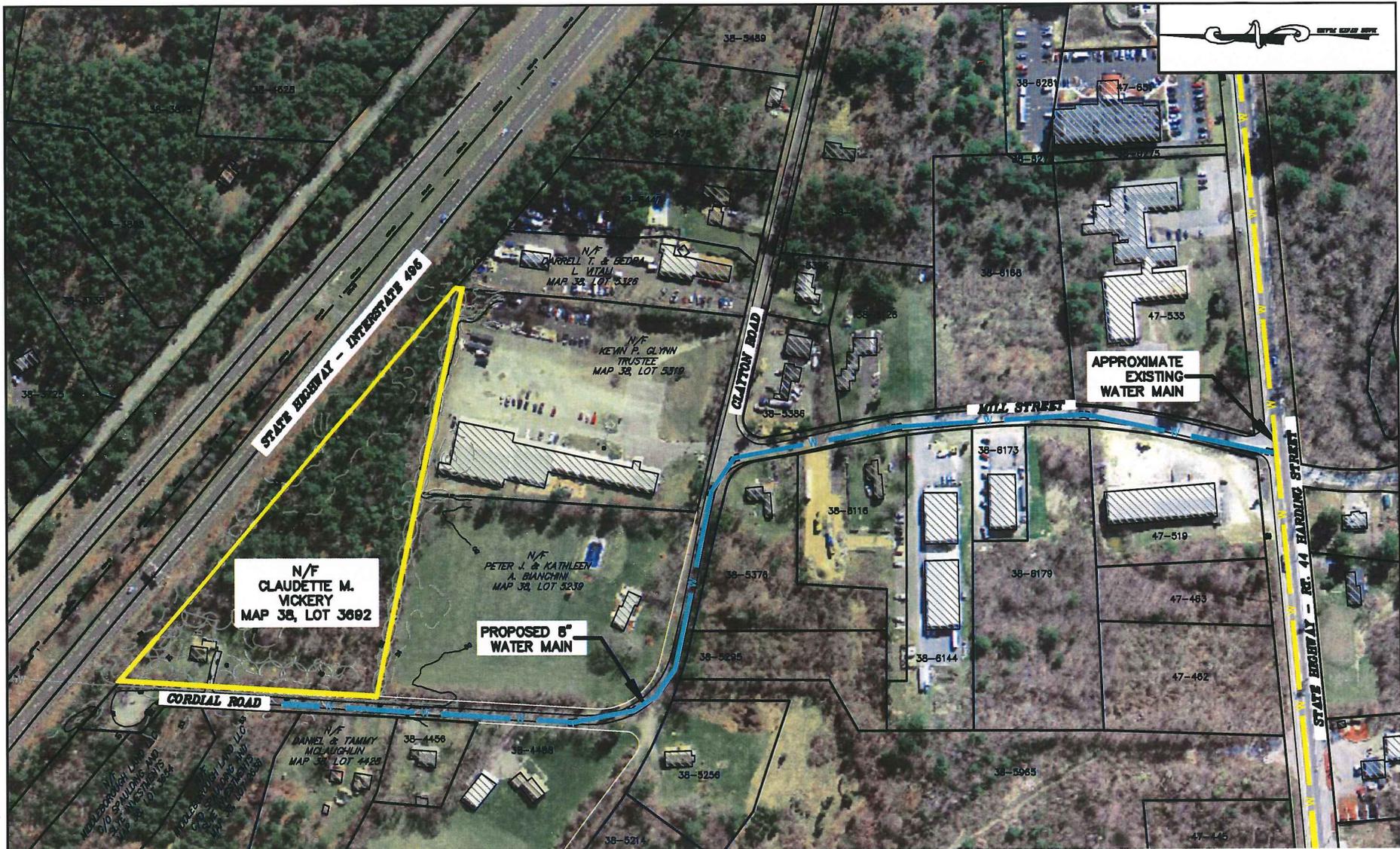
Sincerely,

ATLANTIC DESIGN ENGINEERS, INC.

Richard J. Tabaczynski, P.E.
Vice President

cc. McLean Patrick Enterprises, P.O. Box 1328, Hyannis, MA 02601
Middleborough Planning Board
Middleborough Department of Public Works

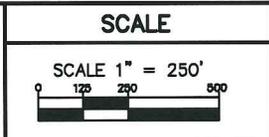
P.O. Box 1051
Sandwich, MA 02563
(508) 888-9282 • FAX 888-5859
email: ade@atlanticcompanies.com
www.atlanticcompanies.com



Atlantic® DESIGN ENGINEERS, INC.
 P.O. Box 1051, Sandwich, MA 02563 (508) 888 - 9282

FILE 2780.00-WATER-EXTENSION-FIGURE-COLOR

Designed by : _____
 Drawn by : _____
 Checked by : _____
 Survey chk. by : _____
 Approved by : _____



PREPARED FOR:
CONSERV GROUP, INC.
 110 STATE ROAD
 SAGAMORE BEACH, MA 02562

CONCEPTUAL WATER EXTENSION PLAN
 FOR
15 CORDIAL ROAD
 MIDDLEBOROUGH MASSACHUSETTS
 OCTOBER 21, 2014

Sheet	of
1	1
JOB NUMBER	
2780.00	

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

PHONE: (508) 947-4433
FAX: (508) 947-7147

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
DECASMURRAYDECAS@YAHOO.COM

Hand Deliver

December 30, 2014

Steve Dooney, Town Accountant
Middleboro Town Offices
20 Center Street
Middleboro, MA 02346

RE: Engineering contract – Mizaras well site/pumping station
(Amory Engineers, P.C.)

Dear Steve:

I enclose:

1. Two (2) letters, both dated December 16, 2014 from Amory Engineers, P.C.
2. Agreement for Engineering Services (3 originals)

Town Manager Nunes asked me to forward the enclosures to you.

Very truly yours,



Daniel F. Murray
Town Counsel

DFM/s
14-103-4
Enclosures
cc: Robert G. Nunes, Town Manager

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

December 16, 2014

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

Subject: Proposal for Engineering Services for Mizaras Well and Pumping Station

Dear Mr. Nunes:

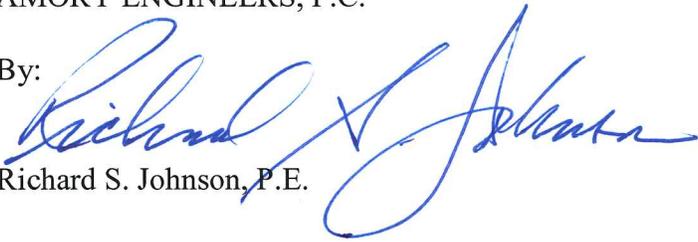
In response to Mr. Silva's request, we are transmitting three copies of our proposal and Agreement for engineering services in connection with a proposed well and pumping station at the Mizaras Well Site. Updated insurance certificates will be forwarded to Mr. Silva when they are received.

We appreciate the opportunity to submit this proposal and look forward to working with you on the project.

Please call if you have any question.

Very truly yours,
AMORY ENGINEERS, P.C.

By:


Richard S. Johnson, P.E.

RSJ

cc: Mr. Joseph Silva
Mr. Christopher Peck

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

December 16, 2014

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

Subject: Proposal for Engineering Services for Mizaras Well and Pumping Station

Dear Mr. Nunes:

In response to Mr. Silva's request, we are pleased to submit this proposal for engineering services in connection with a proposed well and pumping station at the Mizaras Well Site.

Background

The Mizaras well site was initially identified as a potential municipal supply site in 1953 and believed to have the potential for approximately 160 gpm. At that time the Town acquired the land surrounding the site, however because the potential yield was low development of the site was not pursued. In 2002, the possibility of a larger yield from a site closer to the Taunton River was discussed. Over the period 2002 through 2005 additional test well work was conducted and a site approximately 275 feet away from the original site indicated greater supply potential.

In 2007 a prolonged pumping test was conducted at the new site and indicated suitability for additional evaluation as a potential municipal water supply site. In 2011 the Source Final Report was submitted and on April 26, 2011 MassDEP issued a letter approving the Mizaras Site for installation of permanent pumping works with a maximum daily withdrawal not to exceed 0.658 million gallons per day (457 gpm). The approval was subject to the Town complying with the following conditions:

1. Obtain a Water Management Act permit amendment prior to construction.
2. Secure permit BRP WS20 from MassDEP for installation of the production well and construction of the pumping facilities.
3. Amend the Water Resource Protection District to include the Zone II delineation for the proposed Mizaras Well (completed at the Fall 2014 Special Town Meeting).

In addition due to agricultural activities adjacent to the site, a Groundwater Monitoring Plan was submitted as part of the Final Source Report and approved by MassDEP.

Description of Work

Development of the proposed Mizaras Well will include a gravel-packed well at the site of the 8-in. test well, a combined pumping and treatment facility, access road from the well site across two existing easements to Plymouth Street and watermain connecting the new facility to the existing watermain in Plymouth Street.

The pumping/treatment facility will consist of a brick and block, single story building, on a reinforced concrete foundation with a sloping concrete-panel roof. The building will incorporate two separate rooms, one for the pump, stand-by power, electrical equipment and controls and the other for chemical feed equipment for pH adjustment and disinfection treatment facilities. Ancillary building services, including lights, heating and ventilation will be provided. The pumping unit will be a vertical turbine pump driven by electric motor and variable frequency drive. Standby power will be provided by a liquid propane fueled emergency generator. Site work will include construction of a gravel access road from the well site and installation of approximately 2,500 feet of watermain along the access road to the new station. The station will be enclosed by fencing.

Instrumentation will provide communication with the Town's SCADA system by radio. Transmitted information will include pump status, well water level and metered flow as well as other desired functions.

Water will be treated for corrosion control by pH adjustment, using potassium hydroxide, and disinfected using sodium hypochlorite.

Scope of Services

The new facilities will be constructed under two construction contracts, one for the new production well and one for all other facilities. The pumping station contract will include bid alternatives for the watermain being installed by a) the General Contractor or by b) Water Department staff.

We propose to provide the following engineering services:

A. Design Services

1. Collect available data on utilities, easements and right-of-way layout information for the well site to Plymouth Street.
2. Provide field identification of wetlands.
3. Conduct an instrument survey of the well site and access road topography, including field staking of easement.¹

¹ Survey work will be performed by Outback Engineering under subcontract to Amory Engineers.

4. Prepare access road and watermain design with layout at a scale of 1 inch = 40 feet, including topography at 1-foot contour intervals.
5. Submit a Water Management Act (WMA) permit amendment to add the site to the Town's existing WMA permit.
6. Design the production well and pumping/treatment facility in accordance with Town and MassDEP requirements.
7. Submit plans, specifications and application for construction of the source and water treatment (BRP WS 20 and WS 23c) to MassDEP for approval.
8. Prepare a Notice of Intent for submittal to the Conservation Commission and attend the Conservation Commission hearing.
9. Prepare permit application for submittal to the Zoning Board of Appeals and attend the Zoning Board public hearing.
10. Prepare construction contract documents (10 sets) for competitive bidding and construction of the production well.
11. Prepare construction contract documents (25 sets) for competitive bidding and construction of all other work (pumping/treatment facility, access road, watermain). Provide a set of drawings in electronic format to the Town.
12. Prepare estimates of probable cost of construction for each contract.
13. Meet with Town officials as appropriate during progress of the design work.

B. Construction Services

1. Prepare a notice for advertising in Central Register and assist the Town in obtaining bids for each contract.
2. Evaluate bids received and recommend award of each construction contract.
3. Administer the construction contracts, including preparation of pay estimates and review of construction schedule, and address other matters as they may occur relating to execution of the work.
4. Review shop drawings and other technical material submitted by the contractors for conformance with specification requirements.
5. Provide periodic field inspection while the work is in progress. We assume that the Town will provide full-time resident inspection for the watermain portion of this work.

6. Evaluate results of a) soil analyses of samples obtained during construction of the production well, b) short-term (48-hour) pumping test on the completed production well and c) laboratory analyses of water quality samples obtained during the pumping test.
7. Prepare a letter report on construction and test pumping of the production well and provide a record drawing of well construction.
8. Evaluate results of concrete cylinder testing for the pumping/treatment facility.
9. Evaluate results of pressure and leakage testing of the watermain.
10. Conduct acceptance test on the completed facilities and make recommendation on final acceptance of the work as appropriate.
11. Prepare and submit two copies of an operation and maintenance manual for the facility.
12. Request final inspection of the completed facilities by MassDEP for approval of operation.
13. Conduct training for Water Division personnel on operation of the facility.

Work of the Contractor

We will endeavor to protect the Town of Middleborough from defects and deficiencies in the construction work. However, we cannot assume liability for the acts, omissions, performance, construction procedures or safety precautions of the construction contractors, nor of his suppliers, agents or subcontractors.

Compensation

Our fees for the above scope of engineering services will be in accordance with the following table. Fee for Design is lump sum. Fee for Construction Services is time-charge-plus-expense. Construction Services fee is a budget estimate and is based on proficient completion of work by the contractor.

<u>Task</u>	<u>Fee Basis</u>	<u>Amount</u>
A. Design	Lump Sum	\$70,000
B. Construction Services	Time-Charge-Plus-Expense	\$50,000 ¹

Lump-sum charges are based upon percentage completed and are payable monthly. Time-charge fees are payable monthly in accordance with the fee schedule below.

Principal:	\$125 - \$145
Staff:	
Project Engineer	\$85 - \$100
Engineer	\$65 - \$85
Engineering Technician	\$35 - \$45
Subcontractor	1.10 x cost
Expenses: (including travel, postage and printing)	Direct cost

Hourly rates are effective through June 30, 2016.

Assistance from the Town

We assume that the Town will:

1. Provide information available in Town files relating to the project.
2. Provide test pits as necessary.
3. Identify location of existing mains.
4. Advertise for construction bids.
5. Pay costs associated with laboratory analyses relative to soil, water and concrete sampling/testing.
6. Provide resident inspection for installation of watermain.

¹ Estimated amount for budgetary purposes.

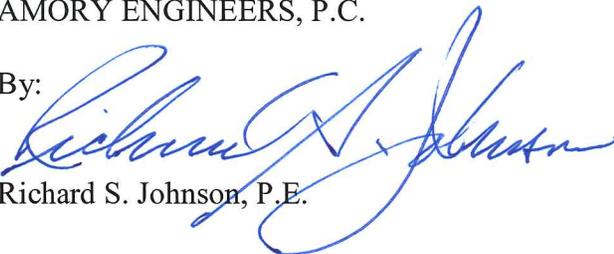
Mr. Robert G. Nunes
December 16, 2014
Page 6

We appreciate the opportunity to submit this proposal and look forward to working with you on the project.

Please call if you have any question.

Very truly yours,
AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

RSJ

cc: Mr. Joseph Silva
Mr. Christopher Peck

Jacqueline Shanley

From: Connie Miller <constancem100@comcast.net>
Sent: Tuesday, January 06, 2015 2:55 PM
To: Jacqueline Shanley
Cc: Bill Rogers
Subject: Gift Fund Account

Hi Jackie,

The Middleborough Agricultural Commission would like to have an account to hold funds to support activities or projects. At this time we need funding for "Right to Farm" signs which would be put on incoming roads to Middleborough. We need a legitimate account for this money. We hope to raise money by obtaining grants and by fundraising.

Could you put on the next Selectmen's Agenda a request for approval of this account? I believe it is called a Gift Fund Account. If you have any questions, please contact Bill Rogers, Chairman of the Agricultural Commission. If it is on the Agenda, Bill Rogers will present the request at their meeting.

Thank-you for helping us with this.

Sincerely,
Connie Miller
Secretary
Middleborough Agricultural Commission

Police Station Building Committee
20 Center Street, Middleboro, MA 02346

January 7, 2015
Allin Frawley, chairman
Middleboro Board of Selectmen
Town Hall
Nickerson Avenue
Middleboro, MA 02346

Dear Mr. Frawley and members of the board:

At its Dec. 2, 2014 meeting, the Police Station Study Committee learned that the possibility of a shared police facility had been discussed at a meeting of the Lakeville selectmen. The building committee voted to ask if you would authorize Town Manager Robert Nunes to contact Lakeville officials to learn more about what they have in mind.

Mr. Nunes, who serves on the building committee, was in attendance at our Dec. 2 meeting and is aware of our request.

Please feel free to contact the committee chairman, Ted Eayrs, for any further information.

Sincerely,

Jane Lopes
Secretary



DESIGN ENGINEERS, INC.



July 1, 2014

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

**RE: WRPD Review
Lorden Propane
Wareham Street – Middleborough, MA
ADE Project #2518.27**

Dear Mr. Cristello:

Enclosed please find our invoice for Professional Services that were rendered on your behalf during our June 1, 2014 through June 15, 2014 billing period.

This invoice reflects completion of our initial review and 6/4/14 comment letter.

If you have any questions, please do not hesitate to call me at (508) 888-9282.

Sincerely,

ATLANTIC DESIGN ENGINEERS, INC.

Richard J. Tabaczynski, P.E.
Vice President

RJT/rp

P.O. Box 1051
Sandwich, MA 02563
(508) 888-9282 · FAX 888-5859
email: ade@atlanticcompanies.com
www.atlanticcompanies.com



DESIGN ENGINEERS, INC.

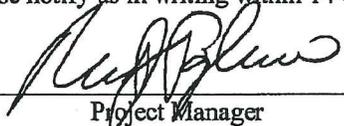


Invoice

For Services Through
6/1 - 6/15/14

Bill To:
Charles J. Cristello Town Hall Building 10 Nickerson Ave. Middleborough, MA 02346

Invoice Date:	6/27/2014
Invoice #:	14-8180
Project No.	02518.27

Description	Hours/Qty	Rate	Amount
WRPD Review - Lorden Propane - Wareham Street - Middleborough, MA			
PE Eng'g/Plan - Richard Tabaczynski	10	100.00	1,000.00
<p>DATE <u>1.12.15</u> WARRANT _____</p> <p>INVOICE _____</p> <p>ACCT. NO. <u>29-3274</u></p> <p>ACCT. NAME <u>WRPD Reviews</u></p> <p>VENDOR _____ VOUCHER _____</p> <p>AMOUNT <u>\$1,000</u></p> <p>APPROVED BY _____</p>			
<p>If you have a dispute with this invoice please notify us in writing within 14 days.</p> <p> Project Manager</p>			

Total	\$1,000.00
Payments/Credits	\$0.00
Balance Due	\$1,000.00

P.O. Box 1051
Sandwich, MA 02563
(508) 888-9282 · FAX 888-5859
email: ade@atlanticcompanies.com
www.atlanticcompanies.com



DESIGN ENGINEERS, INC.



July 17, 2014

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

**RE: WRPD Review
Lorden Propane
Wareham Street – Middleborough, MA
ADE Project #2518.27**

Dear Mr. Cristello:

Enclosed please find our invoice for Professional Services that were rendered on your behalf during our June 16, 2014 through June 30, 2014 billing period.

This invoice reflects completion of our review of the revised plans and calculation resubmitted by the applicant and preparation of our final engineering review letter.

If you have any questions, please do not hesitate to call me at (508) 888-9282.

Sincerely,

ATLANTIC DESIGN ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Richard J. Tabaczynski'.

Richard J. Tabaczynski, P.E.
Vice President

RJT/rp

P.O. Box 1051
Sandwich, MA 02563
(508) 888-9282 • FAX 888-5859
email: ade@atlanticcompanies.com
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DESIGN ENGINEERS, INC.



Invoice

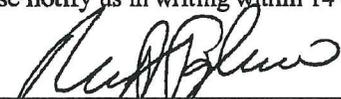
Bill To:
Charles J. Cristello Town Hall Building 10 Nickerson Ave. Middleborough, MA 02346

For Services Through
6/16 - 6/30/14

Invoice Date:	7/17/2014
Invoice #:	14-8210
Project No.	02518.27

Description	Hours/Qty	Rate	Amount
WRPD Review - Loren Propane - Wareham Street - Middleborough, MA			
PE Eng'g/Plan - Richard Tabaczynski	6	100.00	600.00
DATE <u>1-12-15</u>		WARRANT	
INVOICE _____			
ACCT. NO. _____		<u>29-3274</u>	
ACCT. NAME _____		<u>WRPD Review</u>	
VENDOR _____		VOUCHER _____	
AMOUNT _____		<u>\$1,600</u>	
APPROVED BY _____			

If you have a dispute with this invoice please notify us in writing within 14 days.


Project Manager

Total	\$600.00
Payments/Credits	\$0.00
Balance Due	\$600.00

P.O. Box 1051
Sandwich, MA 02563
(508) 888-9282 · FAX 888-5859
email: ade@atlanticcompanies.com
www.atlanticcompanies.com

Jacqueline Shanley

From: Robert Norvish <
Sent: Tuesday, January 06, 2015 12:30 PM
To: Jacqueline Shanley
Subject: CSX Train Idling Complaint

Hello Jacqueline,

My name is Robert Norvish and I would like to bring an issue to your attention. For many years now, the CSX trains stored by my house on 26 Court End Avenue have been kept idling 24/7 through the winter. Not only are they loud which disrupts my sleeping, and are noticeable whenever I go outside but there is also an offensive smell of diesel fuel exhaust at any given time. I have looked into the issue on their end and an auxiliary power unit (block warmer) could be installed to instead plug the trains in to keep them warm as opposed to constantly idling them. It is very possible that this specific location and the company are receiving EPA credit for using those block warmers but they clearly aren't. I trust that you will attempt to remedy this issue as not only myself but my neighbors are also annoyed by this issue.

If you would like to contact someone at CSX, Josh Green's number is: 260-312-7179.

Thank you and I hope to hear back from you,
Robert Norvish
26 Court End Avenue
Middleboro, MA 02346

Jesse Heikkila Foundation
"Knocking Out Neuroblastoma"

January 2, 2015

Mr. Allin Frawley, Chairman
Town of Middleborough Board of Selectmen
10 Nickerson Avenue
Middleboro, MA 02346

**RE: Jesse Heikkila Foundation
5K Road Race**

Dear Mr. Frawley:

The Jesse Heikkila Foundation is a volunteer-run 501(c)(3) organization whose mission is to raise awareness for childhood cancer and raise funds for childhood cancer research. It was founded this year in memory of Jesse Heikkila, a Middleboro resident who was diagnosed with Stage 4 Neuroblastoma at the age of three years old. With the support of Middleboro and the surrounding community, Jesse and his family fought this cancer. Unfortunately, Jesse died in January 2014. Jesse's family founded the organization with the hope that they might raise money for childhood cancer research so that other children and their families do not have to go through what Jesse and his family did.

In accordance with the Jesse Heikkila Foundation's mission, we are seeking approval to conduct a 5K Road Race fundraiser through the Town of Middleborough. The race will begin at Middleborough High School, through the center of town, and back to the high school.

We have received approval from the Police Department, Fire Department, and School Committee (see enclosed). We would appreciate your approval and support of our fundraiser. Please sign the enclosed Event Notification Form and return it to the Jesse Heikkila Foundation at the address below.

If you have any questions or require any further information, please feel free to contact me at (508) 946-6071.

Very truly yours,

Jeffrey Heikkila, President

Encl. (as stated)

JESSE HEIKKILA FOUNDATION
5K ROAD RACE
SUNDAY, SEPTEMBER 20, 2015

Start: Middleborough High School
71 East Grove Street

Straight onto Fairview Street;

Left onto Wareham Street;

Straight onto Center Street;

Left onto High Street;

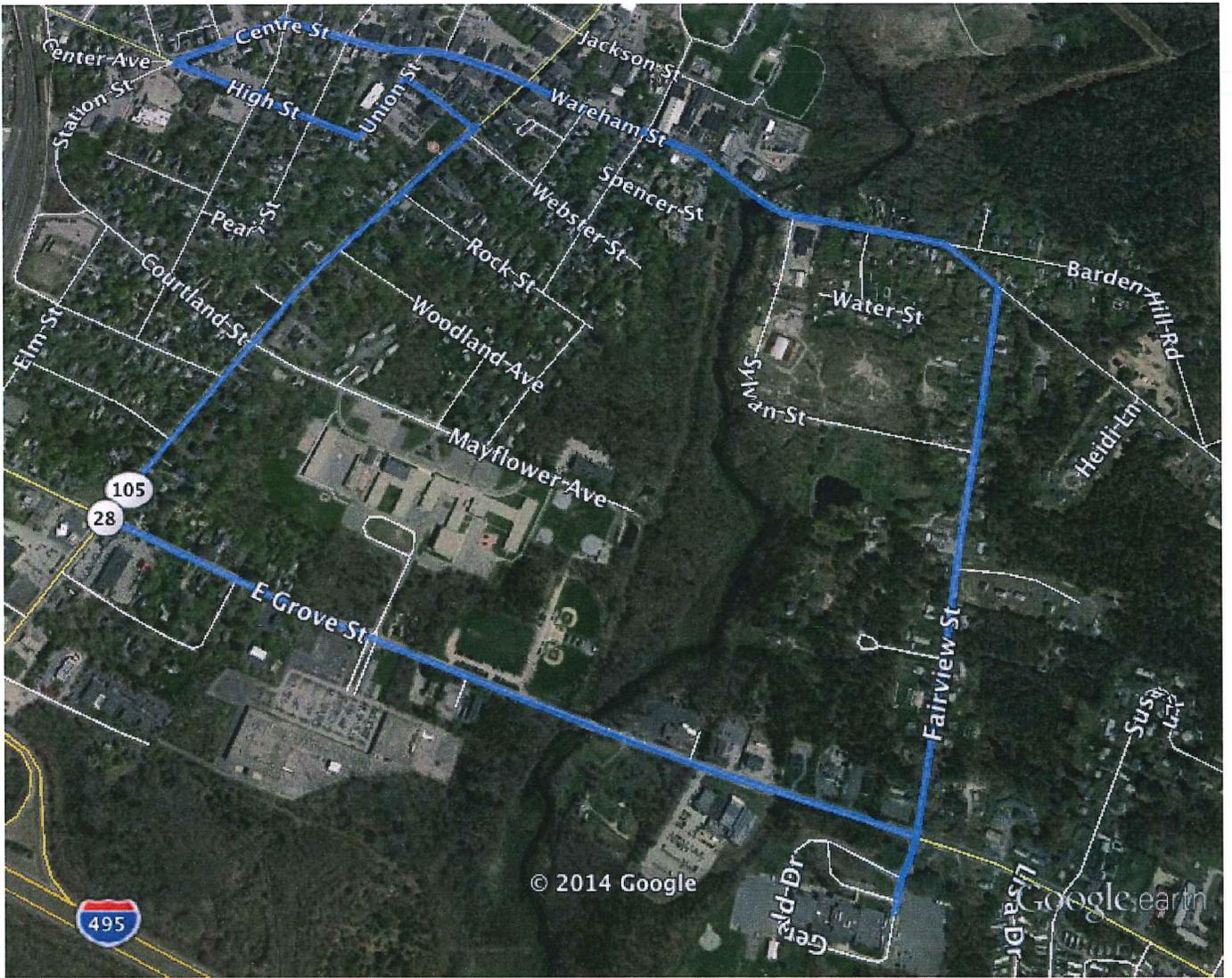
Left onto Union Street;

Right onto Nickerson Avenue;

Right onto South Main Street / MA Route 105;

Left onto East Grove Street / MA Route 28;

End: Middleborough High School
71 East Grove Street



Google earth



Jacqueline Shanley

From: Lance Benjamino
Sent: Wednesday, January 07, 2015 7:25 PM
To: Selectman Diane Stewart
Cc: Jacqueline Shanley; Robert G. Nunes; Police Chief Joseph Perkins
Subject: Re: Agenda Item for 1/12 - Jesse Heikkila 5k

No issues here

Chief Lance Benjamino

On Jan 7, 2015, at 7:17 PM, Selectman Diane Stewart <dstewart@middleborough.com> wrote:

Hi Jackie - I have attached a request for road use for a 5k charity run on 9/20/2015 to support the Jesse Heikkila Foundation.

I am cc'ing Chief Perkins and Chief Benjamino; I submitted this to the chiefs (Benjamino and Gates) back in July and neither had any issues (provided any barriers used are readily moveable, which they will be), but wanted to get an updated approval from them.

Can you please put this on the agenda for the 1/12 meeting? I will recuse myself from any vote, as I am on the board of this foundation.

Thanks!

Diane C. Stewart
Board of Selectmen
Town of Middleborough

<Jesse Heikkila 5k route.pdf>

<Jesse Run - Event Notification.pdf>

<Jesse Run - Letter to Town.pdf>

Jacqueline Shanley

From: Joseph Perkins <jperkins@mpdmail.com>
Sent: Thursday, January 08, 2015 8:01 AM
To: Selectman Diane Stewart; Jacqueline Shanley; Robert G. Nunes
Cc: Lance Benjamino
Subject: RE: Agenda Item for 1/12 - Jesse Heikkila 5k

All good from PD.

Joe

-----Original Message-----

From: Selectman Diane Stewart [<mailto:dstewart@middleborough.com>]
Sent: Wednesday, January 07, 2015 7:17 PM
To: Jacqueline Shanley; Robert G. Nunes
Cc: Police Chief Joseph Perkins; Lance Benjamino
Subject: Agenda Item for 1/12 - Jesse Heikkila 5k

Hi Jackie - I have attached a request for road use for a 5k charity run on 9/20/2015 to support the Jesse Heikkila Foundation.

I am cc'ing Chief Perkins and Chief Benjamino; I submitted this to the chiefs (Benjamino and Gates) back in July and neither had any issues (provided any barriers used are readily moveable, which they will be), but wanted to get an updated approval from them.

Can you please put this on the agenda for the 1/12 meeting? I will recuse myself from any vote, as I am on the board of this foundation.

Thanks!

Diane C. Stewart
Board of Selectmen
Town of Middleborough

CRANBERRY CAPITAL
OF THE WORLD



Phone: 508-946-2405

Fax: 508-946-0058

Town of Middleborough

Massachusetts

Board of Selectmen

January 12, 2015

Michael J. Labonte, Chairman
Middleborough Planning Board
20 Centre Street, 2nd Floor
Middleborough, MA 02346

Re: Fernway Estates – Certification of Completeness

Dear Chairman Labonte:

The Board of Selectmen voted, at their November 18, 2014 meeting with the Planning Board, to request that the Planning Board Certify Fernway Estates Subdivision (Fernway and Lookout Circle) Complete in its current as-built condition. Once the project is Certified Complete, the Selectmen intend to Layout Fernway and Lookout Circle for acceptance at the spring 2015 Annual Town Meeting.

Although Fernway Estates was not constructed in accordance with the Middleborough Subdivision Rules and Regulations or the approved Definitive Subdivision Plans, the Board of Selectmen request that Fernway Estates be Certified Complete by the Planning Board, as it is currently built.

Respectfully,

Allin Frawley, Chairman
for the Board of Selectmen