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CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

JOHN J. CRISTELLO
Town Manager

508-947-0928
FAX 508-946-2320

TOWN MANAGER'S REPORT
JANUARY 30, 2012

Attached please find correspondence from the office of the Town Manager for your review. Thank you.

Charles J. Cristello
Town Manager

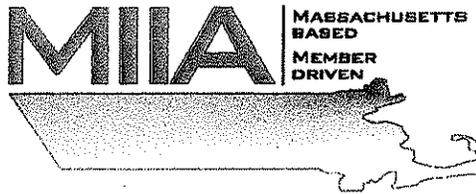
Charles Cristello

From: Lance Benjamino
Sent: Wednesday, January 25, 2012 10:10 AM
To: Charles Cristello
Cc: Andy Bagas
Subject: FEMA Reimbursement

Charlie,

I have been notified by Judy's office that we have received the long awaited FEMA reimbursement for Vernon, River and Summer Streets work (\$48,380.08) and the remaining portion of Pratt Farm (\$585.00).
Finally!

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

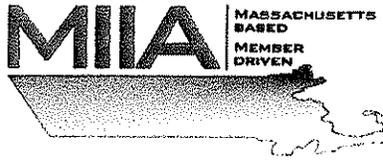


MIIA Annual Meeting, January 21, 2012

Wellness Awards

Three awards for wellness programs will be awarded – one for Most Progress in a Wellness Program, the second for Best Newcomer, and the third being the Above and Beyond Award.

- **Salem:** The City of Salem received the Wellness Award for Most Progress in a Wellness Program. The City's Wellness Committee is strong and highly engaged and has a diverse representation from Labor and Management. Mayor Driscoll has also been extremely supportive. There were seven programs offered that targeted diabetes, obesity, musculoskeletal and other lifestyle related conditions. Salem offered these programs throughout the year and had very good attendance and participation.
- **Middleborough:** The Town of Middleborough received the Best Newcomer Award. This award is given to the account that demonstrates a high level of engagement and success for the first two years of its Health Trust Membership. Middleborough's Wellness Committee is very active and embraces the mission and success of the program. There is very good employee participation and Town Manager Charlie Cristello strongly supports the program and participates actively.
- **West Brookfield:** The Town of West Brookfield has received the Above and Beyond Award. The Town has demonstrated an unusually high level of commitment to wellness. Employees of West Brookfield have even traveled to other towns to participate in many wellness programs. Town Accountant Marie Arsenaault has been extremely enthusiastic about the wellness program and can truly be considered the Town's "wellness ambassador." The Town selectmen also have also been highly supportive of the wellness program.



MIIA Annual Meeting, January 21, 2012

Loss Control Awards

Awards for “Excellence in Loss Control” will be presented to the following nine members of the MIIA Property and Casualty Group:

- **Essex:** The Town of Essex continues to be a leader in risk management. The town frequently consults MIIA on issues that could impact risk and prevent claims. They continue to participate in MIIA Rewards regional seminars and their safety committee actively meets to not only discuss safety concerns but to implement timely corrective actions. Their consistent efforts to manage risk have translated into reduced claims year in and year out.
- **Amesbury:** The Town of Amesbury has improved their Rewards participation and resulting credits each of the past seven years. In FY11 they maxed out their credits in all but one line of coverage, which requires serious dedication to the Rewards Program. The Town is also very diligent about the MIIA Grant Programs and collectively works to find the best option for the Town to reduce risk. The Police, Fire and DPW departments conduct regular driving training. The Town and School facilities department consistently participate in the Property Conservation program and all Town departments are active in MIIA training.
- **Middleborough:** The Town of Middleborough has demonstrated a commitment to Loss Control in many ways. They have an active safety committee, which encompasses all aspects of town operations. Middleborough has participated in several webinars and seminars. They have also hosted numerous regional training programs. All departments continue to participate in loss prevention efforts and the Town has a very proactive approach to risk management.
- **Douglas:** Each year Douglas actively participates in MIIA’s Reward and Loss Control Grant Program. Douglas’s commitment to risk management starts with the Town Administrator Michael Guzinski and Administrative assistant Suzanne Kane. Town departments participate in webinars and regional seminars throughout the year. Douglas has established a relationship with an Occupational Health Center for pre-placement physical exams and continues to encourage injured employees to be seen by the occupational health facility for their initial treatment.
- **West Boylston:** The Town of West Boylston continues to excel in the area of Loss Control. Commitment to risk management remains a very high priority in

the town. The Town has an active safety committee and works diligently toward achieving safety goals with great success. The Town participates in most webinars, and consistently attends MIIA's leadership conferences. The Town maintains and extremely diligent sanitary sewer overflow prevention plan and aggressively addresses infrastructure issues.

- **Hubbardston:** The Town of Hubbardston has significantly increased its risk management and loss prevention efforts over the past couple of years. The Town has participated in many webinars and leadership conferences. The Town was proactive in last year's snow removal efforts. The Town also utilizes MIIA resources regularly to anticipate and address emerging issues. Hubbardston had addressed auto-related concerns and has seen a great improvement in loss experience.
- **Southwick:** The Town of Southwick consistently meets MIIA's benchmark regarding loss experience. The Town has participated in several of MIIA's leadership conferences and maintains a regular presence at MIIA's webinars. The Town has focused on many areas such as human resources, law enforcement, workers' compensation and auto over the past year. The Town is committed to employee safety and successfully trained employees in the use of chainsaws and confined space entry/rescue, both extremely hazardous activities. Southwick is also committed to roof inspections, which are critical in reducing property claims. The Town proactively seeks advice from MIIA staff before undertaking projects as part of its decision making process.
- **Granby:** As a newer MIIA member, the Town of Granby has emerged as a leader in the area of risk management and loss control prevention. The Town consistently consults with MIIA prior to undertaking high risk activities. Granby recently had two employees trained as MCAD trainers. MCAD issues are a growing trend and the town is taking proactive measures to avoid such claims. The Town consistently participates in regional seminars as well as webinars. They have demonstrated a genuine concern for the safety of its employees and citizens, as well as controlling liability exposures.
- **Massachusetts Municipal Wholesale Electric Company:** This workers' compensation member has a stellar loss experience record. It has been nearly a decade since the MMWEC suffered a worker injury with lost time. Given the nature of the operations, this is remarkable. MMWEC has a very sophisticated safety program and an active safety committee, which diligently accomplishes its goals. MMWEC has a consist safety training program and ensures that all employees are up to date with relative training. MMWEC also consistently and proactively utilizes MIIA's resources when approaching difficult safety challenges. MMWEC is a true safety leader among MIIA members.



McMAHON ASSOCIATES, INC.
300 Myles Standish Boulevard | Taunton, MA 02780
p 508-823-2245 | f 508-823-2246
www.mcmtrans.com



January 23, 2012

Mr. Charles Cristello
Town of Middleborough
Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

PRINCIPALS
Joseph W. McMahon, P.E.
Joseph J. DeSantis, P.E., PTOE
John S. DePalma
William T. Steffens
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE

ASSOCIATES
John J. Mitchell, P.E.
Christopher J. Williams, P.E.
John F. Yacapsin, P.E.
R. Trent Ebersole, P.E.

RE: Engineering Design Services
East Main Street Improvements

Dear Mr. Cristello:

McMahon Associates is pleased to submit this proposal for the design of traffic calming and roadway geometry improvements on East Main Street (Route 105) in Middleborough, MA.

The scope of work includes the design of roadway geometry/traffic calming improvements on East Main Street, in the vicinity of the Winthrop-Atkins property and Montello Street.

Scope of Services

- Obtain base map information from MassDOT's "Nemasket River Drainage Improvements" project. It is anticipated that the base map data and AutoCAD files are of sufficient detail for the design. If additional survey is required, a revised proposal will be provided for those services.
- Prepare preliminary design plans, including proposed geometric changes in the immediate vicinity of the intersection. The proposed improvements are anticipated to include modifications to the existing curb lines and pedestrian ramps to accommodate bump-outs and pedestrian crossings, as illustrated in the attached sketch. Pavement milling and overlay of approximately 350 linear feet of East Main Street in the vicinity of Montello Street is also included. Improvements will include new granite curbing, catch basin relocation, pavement marking and signage modifications, and adjustment of utility structures within the curb modification and pavement mill and overlay areas.
- Submit the preliminary design plans and obtain review comments from Town staff.
- Prepare final design plans in accordance with Town of Middleborough standards. We will review construction staging and provide standard detail plans to address maintenance of traffic during construction, as necessary.

Corporate Headquarters: Fort Washington, Pennsylvania

Serving the East Coast from 10 offices throughout the Mid-Atlantic, New England, and Florida

- The final design plans will include reconstructing the existing sidewalks along with the bump-out construction. The sidewalk reconstruction will only include the sidewalk beyond the limits being reconstructed under the "Nemasket River Drainage Project". Detailed grading information will be included in the design plans, as necessary.
- Prepare final design plans and construction documents, including detailed geometry plans, pavement details, construction details, specifications, and quantities, suitable for bidding and construction.
- This design is not anticipated to require significant modifications to existing utilities or drainage. Utility modifications included in this scope of work are limited to adjusting surface structures and catch basin relocation. Any additions to the existing drainage system or subsurface utility modifications are beyond this scope of work and would require an addendum to this proposal.

Schedule

The following schedule is estimated based on the scope of work outlined above and available information and durations have been rounded to the nearest 1 week increment. The schedule assumes timely review of plans submitted to the Town. McMahon will work with the Town to meet the needs of the project schedule as the project progresses.

<u>Milestone</u>	<u>Duration</u>
Complete electronic base plans and conceptual layout	2 week
Submit concept plans and obtain Town review comments	1 weeks
Prepare and submit design plans for review	3 weeks
Prepare final design plans and bid documents	<u>3 weeks</u>
Total:	9 weeks

Fee

The tasks on this project will be completed on a fixed-fee basis, exclusive of out-of-pocket expenses. The fee is identified below:

<u>Task</u>	<u>Fee</u>
East Main Street Roadway Geometry/Traffic Calming	\$10,700.00

Meetings

It is not anticipated that attendance at meetings will be required related to this design effort. Should our attendance at additional meetings be requested, McMahon is available to participate

in these meetings as requested, on a time and materials basis, in accordance with the attached Standard Provisions for Professional Services.

Conditions

The conditions of our agreement call for the execution of this contract in the space provided below with the understanding that invoices will be provided monthly and are payable within 30 days. Invoices not paid within 30 days are subject to a 1.5% monthly interest rate charge, in accordance with the attached standard provisions. If invoices are not paid within 90 days, the client will be notified and work on the project will be stopped until outstanding invoices have been paid. The fee quoted above is valid for a period of 90 days from the date of this contract. Any changes in the specific work program described above will result in an adjustment in the conditions and fees.

If you should have any further questions or require further information, please feel free to contact me. We appreciate the opportunity to submit a proposal on this project and look forward to continuing our work with the Town of Middleborough.

Very truly yours,



Gary R. McNaughton, P.E., PTOE
Vice President & General Manager

Attachment

Accepted for town of Middleborough:

By: _____ Title: _____
(Signature of Authorized Representative)

_____ Date: _____

McMAHON ASSOCIATES, INC.
STANDARD PROVISIONS FOR PROFESSIONAL SERVICES
FEBRUARY 1, 2011

SERVICES

McMahon Associates, Inc. reserves the right to make adjustments for individuals within these classifications as may be desirable in its opinion by reason of promotion, demotion, or change in wage rates. Such adjustments will be limited to the manner in which charges are computed and billed and will not, unless so stated in writing, affect other terms of an agreement, such as estimated total cost. The following rates will apply to actual time devoted by McMahon Associates, Inc. staff to this project computed to the nearest one-half hour.

<u>PERSONNEL</u>	<u>HOURLY RATES</u>
Principal	\$250.00
Senior Associate	\$225.00
Senior Engineer/Planner VIII/Associate	\$200.00
Senior Engineer/Planner VII/Associate	\$190.00
Senior Engineer/Planner VI/Associate	\$185.00
Senior Engineer/Planner V/Associate	\$175.00
Senior Engineer/Planner IV/Associate	\$155.00
Senior Engineer/Planner III	\$145.00
Senior Engineer/Planner II	\$135.00
Senior Engineer/Planner I	\$125.00
Chief of Surveys	\$135.00
Traffic Control/Construction Specialist	\$125.00
Party Chief	\$100.00
Engineer VI	\$120.00
Engineer V	\$115.00
Engineer IV	\$110.00
Engineer III	\$100.00
Engineer II	\$ 95.00
Engineer I	\$ 90.00
Technician/Word Processor IV	\$ 85.00
Technician/Word Processor III	\$ 80.00
Technician/Word Processor II	\$ 75.00
Technician/Word Processor I	\$ 65.00
Survey Technician	\$ 65.00
Field Traffic Count Personnel	\$ 40.00

TERMS

1. **Invoices** - Invoices will be provided on a monthly basis and will be based upon percentage of completion or actual hours, plus expenses. Payment is due to McMahon Associates, Inc. within 30 days of the invoice date. Unpaid balances beyond 30 days are subject to interest at the rate of 1.5% per month. This is an annual percentage rate of 18%.
2. **Confidentiality** - Technical and pricing information in this proposal is the confidential and proprietary property of McMahon Associates, Inc. and is not to be disclosed or made available to third parties without the written consent of McMahon Associates, Inc.
3. **Commitments** - Fee and schedule commitments will be subject to renegotiation for delays caused by the client's failure to provide specified facilities or information, or any other unpredictable occurrences.
4. **Expenses** - Automatic Traffic Recorder equipment usage will be billed at \$25.00 per 24-hour count. Incidental expenses are reimbursable at cost, plus an administration fee of 10%. These include subconsultants, reproduction, postage, graphics, reimbursement of automobile usage at the IRS-approved rate, parking and tolls. Expenses which by company policy are not billed as reimbursable expenses to clients and therefore, will not be billed as part of this contract include the following: air travel, rental car, lodging, meals, and long distance phone charges between McMahon Associates offices. If it becomes necessary during the course of this project to travel elsewhere, those travel costs will be treated as reimbursable expenses. These expenses will be reflected in the monthly invoices.
5. **Attorney's Fees** - In connection with any litigation arising from the terms of this agreement, the prevailing party shall be entitled to all costs including reasonable attorney's fees at both the trial and appellate levels.
6. **Ownership and Use of Documents** - All original drawings and information are to remain the property of McMahon Associates Inc. The client will be provided with copies of final drawings and/or reports for information and reference purposes.
7. **Insurance** - McMahon Associates, Inc. will maintain at its own expense Workman's Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance and, upon request, will furnish the client a certificate to verify same.
8. **Termination** - This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.
9. **Binding Status** - The client and McMahon Associates, Inc. bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.



Figure 1
Traffic Calming Concept
East Main Street
Middleborough, MA

DRAFT

Ms. Susan McCusker, Secretary
Middleborough Retirees Insurance Group (MRIG)

Dear Ms. McCusker,

Thank you for your letter of January 12, 2012 regarding the Mandatory Medicare law that was included in the State budget last year. The answers to your questions are as follows:

The Mandatory Medicare law requires us to pay the Medicare penalties for our retirees. The Town Manager estimates that amount to be approximately \$ annually. The Treasurer's Office has been giving our retirees the section of the law dealing with payment of penalties so they can present the information to the Social Security Office when they enroll. Treasurer/Collector Judy MacDonald has been in contact with the local Social Security office to sign a contract so that the billing for the penalties comes directly to the Town of Middleborough.

The Treasurer's Office has spent the past several months working with Blue Cross and MIIA to identify and contact all retirees and spouses who are eligible for Medicare. Treasurer/Collector Judy MacDonald is confident that they have contacted everyone that is eligible.

The Town Manager estimates a net savings of \$, after the \$ in annual penalties are accounted for.

The cost of current and future retiree health benefits to the Town is \$92 million or \$7.8 million annually according to the Town's Other Post Employment Benefits (OPEB) consultant. The Town is underfunding its OPEB obligation by \$4.5 million annually. The Town is not in any position to pay any more for retiree health care.

The Town is still evaluating its health care options for next year.

Sincerely,

Board of Selectmen

9

TOWN OF MIDDLEBORO RETIREES INSURANCE GROUP (MRIG)
MIDDLEBORO.RETIREES.INS.GROUP@GMAIL.COM

To: Town of Middleborough Board of Selectmen
Date: January 12, 2012
Subject: Implementation of New Municipal Health Insurance Law

Many of our members have been asking questions about how the Town is planning to implement the new Municipal Health Insurance Law and how it is going to affect them. As of this date the only official communication from the Town has come from the Town Treasurer asking various groups of retirees to make changes to their health insurance, or to provide additional information by different dates, or they will lose their health insurance coverage. The following is a list of the most common concerns we are hearing:

- What is the Town's plan to pay Medicare penalties? We have been asked by some retirees for something in writing to verify the Town's plans.
- What is the Town doing to insure all retirees have been contacted?
- What costs savings to the Town are being realized by moving retirees to Medicare?
- Is the Town planning to pass on any cost savings to the retirees who are seeing their health insurance double again?
- Is the Town planning to change to the GIC plan where the retirees have an option of six different supplement plans all at less cost than what the Town is offering?

Because the window for signing up for Medicare is limited (1/1/12 to 3/31/12) these questions are of importance to our members. A response to these questions would be appreciated by February 1st.

For the MRIG Executive Committee,



Susan McCusker, Secretary	Gene Turney, Chairman
Gail Twomey	Barbara Hadsell
Betty Wainwright	Tom Rogers
Charles Armanetti	Lynn Leary
George Chace	Mary Cook
Jim Farrah	