

# **NEW BUSINESS**

**10-27-14**

**AGREEMENT**  
**BETWEEN**  
**THE**  
**TOWN OF MIDDLEBOROUGH**  
**AND THE**  
**GENERAL MUNICIPAL EMPLOYEES GROUP**

**July 1, 2014 – June 30, 2015**

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**ARTICLE 1**  
**GMEG BARGAINING UNIT RECOGNITION CLAUSE**

1. The Middleborough Board of Selectmen recognizes the General Municipal Employees Group ("GMEG") as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for the Administrative Assistant-Fire Department, Animal Control Officer, Animal/Health Inspector, Assessor/Appraiser, Assistant to Executive Director of COA, Assistant Town Clerk, Assistant Treasurer/Collector, Building Commissioner, Cable Access Administrator, Certified Nurses Aide, Chief Mechanic, Conservation Administrator, Construction Administrator-Planning, Deputy Fire Chief, Executive Director of COA, Groundskeeper, Head Groundskeeper, Health Inspector, Health Officer, Highway Superintendent, IT Administrator, IT Administrative Technical Assistant, Local Inspector I, Planning Director, Plumbing and Gas Inspector, Police Department Custodian, Public Health Nurse I, Public Health Nurse II, Public Works Director, Senior Wastewater Plant Operator, Superintendent of Parks, Town Clerk, Wastewater Lab Technician, Wastewater Superintendent, Water Superintendent, Veterans Agent and Wiring Inspector but excluding the Town Accountant, Library Director, Executive Assistant to the Board of Selectmen, the Assistant to the Town Manager, Assistant to the Police Chief, E-911 Coordinator (as long as the E-911 position is regularly scheduled for less than 20 hours a week), all confidential, managerial and casual employees and all other employees.
2. Any employee who has completed six (6) months of continuous service of 20 or more hours per week and who continues to work a minimum of twenty (20) hours per week will be considered a permanent part-time employee.
3. References to "Department Head" in this Agreement shall mean the employee's Department Head. For some employees, including some Department Heads, the Board of Selectmen serves as the Department Head. References to "Appointing Authority" shall mean the person, Board or Commission with the legal authority to appoint and terminate appointments to the position in question. Addendum A includes the Department Head and Appointing Authority for each position covered by the Agreement.
4. There shall be a six-month probationary period for all positions covered by this agreement, except where the person has been continuously employed by the Town for at least one year immediately prior to assuming the position or has already served a six-month probationary period in the employee's position with the Town. During the probationary period, the employee is not entitled to any benefits or protections under the Agreement. Following the successful completion of the probationary period, the six-month period will be credited as service time in determining the employee's benefits under this Agreement. In the discretion of the Town Manager, a probationary employee may be granted bereavement leave or advanced sick leave during the probationary period. The employee shall be obligated to pay back the advanced sick leave. It may be deducted from sick leave subsequently accrued or, if there is an insufficient accrual, from any compensation owed the employee by the Town.
5. Employees regularly scheduled to work less than an average of 8 hours per day and/or 40 hours per week will be considered part time. Benefits set forth in this Agreement shall be

pro-rated for employees working less than full time based on the number of hours in a regular workweek compared to 40 hours. For example four hours will equal one sick "day," one vacation day or one personal day for an employee who is regularly schedule to work 20 hours per week. (The formula is 20 divided by 40 times 8.0 = 4 hours. Under this formula, the monthly sick time accrual for a 20 hour employee will be 6 hours because sick time accrues at 1.5 days per month.)

6. A general reference to a "Board" in this Agreement shall mean an elected or appointed Board or Commission of the Town of Middleborough.

## ARTICLE 2 NON-DISCRIMINATION

1. The Town will not discriminate against any employee in violation of state or federal laws.

## ARTICLE 3 MANAGEMENT RIGHTS

The Town reserves and retains all the regular and customary functions, rights and prerogatives of municipal management which have not been specifically relinquished, abridged or limited by this Agreement. The exercise of such functions, rights or prerogatives shall not be subject to the grievance and arbitration procedure.

## ARTICLE 4 OPPORTUNITY TO BE HEARD

1. Any permanent employee who works an average of twenty (20) or more hours per week during the fiscal year shall have the right to a hearing before the person or Board who appointed them ("the Appointing Authority") if the employee is suspended without pay or dismissed. The employee shall be advised of the basis of the action in writing no later than five (5) calendar days following the action. The employee must request the hearing in writing within five (5) calendar days from the receipt of the written notice setting forth the basis of the action. Failure to request the hearing within that time frame will constitute a waiver of the right to a hearing.
2. The hearing will be held within seven (7) calendar days of the employee's request for a hearing unless the Appointing Authority is the Board of Selectmen or another Town Board. If the Appointing Authority is a Board, the hearing will be held, at the Board's option, either at the next regularly scheduled Board meeting taking place no sooner than seven (7) days after the employee's request or a specially scheduled Board meeting. To the extent allowed by law or the Town Charter, a hearing that takes place in accordance with these provisions will satisfy any right to a hearing that the employee may have under the law or Town Charter. The above hearing provisions shall not apply if their application would result in an employee being provided with more than one hearing before the Appointing Authority regarding the same matter.
3. The employee shall have the right to be represented by counsel. Time lines may be extended by mutual agreement between the employee and the Appointing Authority.

4. An employee will be not suspended without pay or dismissed without just cause.

**ARTICLE 5**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance shall be defined as a dispute about the express provisions of this Agreement as they are applied to a position in the GMEG Bargaining Unit.

- a. Step 1. Filing of Initial Grievance: A grievance shall be filed in writing within ten (10) calendar days of when an employee or GMEG knew or should have known of an occurrence giving rise to a grievance. It shall be filed with the Town Manager and/or the Board of Selectmen. The Town Manager or the Board will respond to the Grievance within ten (10) calendar days, either with an answer to the grievance or a date to meet with the Town Manager or the Board to hear the grievance. If a grievance meeting is scheduled, the answer to the Grievance will be provided within ten (10) calendar days after that meeting.
- b. Step 2. Unresolved Grievance: For a resolution of a grievance to be binding on the parties, it must be approved by GMEG and the Board. If the grievance is not resolved to GMEG's satisfaction at Step 1, GMEG and only GMEG may advance the grievance to arbitration by filing a Demand for Arbitration with the Board within 10 (ten) calendar days of the Town's answer to the grievance, or within 10(ten) calendar days after the Board's answer was due. Unless the parties can agree on an Arbitrator within 10 (ten) calendar days of the filing, GMEG will file the Demand with the American Arbitration Association and it shall be processed under the labor arbitration rules of the American Arbitration Association. The parties shall share equally the Arbitrator's fees.
- c. Arbitrator's Authority: An Arbitrator shall have no power to add to, subtract from or otherwise amend the provisions of this Agreement. The Arbitrator's decision shall not violate any Charter provisions or By-Laws in effect as of the signing of this Agreement, any Massachusetts statutes or regulations pursuant to such Statutes or any federal laws or regulations. The arbitrator's decision shall be final and binding except that it may be reviewed under G.L. c. 150C or on the grounds that the award: (1) is arbitrary or capricious, or (2) misinterprets or misapplies any provision of law.
- d. Modification of timelines: GMEG's failure to meet the timelines above will mean that the grievance is waived. The timelines may be modified for any grievance by mutual agreement between GMEG and the Town.

**ARTICLE 6**  
**FILLING OF VACANCIES IN GMEG BARGAINING UNIT**

When filling a vacancy in the GMEG Bargaining Unit, the Board will be guided by the Employees Pay Step Chart and benefits contained within this agreement. If the Board believes it is necessary to deviate from the Chart and/or the benefits to fill a vacancy, it will notify GMEG of its intentions. If GMEG requests it and it does not delay the filling of the vacancy, the Board will meet with GMEG to discuss its intentions before it fills the vacancy. However, the Board will make the final decision and its decision shall not be grievable or arbitrable. If the deviation results in the placement of the new employee at a Step higher than the Step held by one of the

named employees in the same Pay Group and GMEG requests to bargain over the impact on the Pay Group and any higher Pay Group affected, the Board will bargain after the new employee is hired. However, neither the Board's decision to hire or the benefits, terms or conditions of employment for the new employee as determined by the Board will be affected by the outcome of the bargaining unless the Board agrees to do so. If the Employer determines that a bargaining unit position will be filled, it will be posted for a minimum of ten (10) work days in a place where notices for employees are posted. The posting will include the name of the position, a summary of the duties and qualifications and the pay. This posting provision shall not preclude the Employer from simultaneously advertising for outside applicants.

**ARTICLE 7**  
**REQUESTS FOR RECLASSIFICATION DURING THE TERM OF AGREEMENT**

The Pay Group reclassification of a GMEG Bargaining Unit position during the term of the Agreement shall be based on changes in job duties since the position was last rated and classified. Either GMEG or the Board may make a request for a position to be reclassified and both parties will participate in the process. The starting point will be the completion of a job description that includes the qualifications for and duties of the position and that is subject to final approval of the Board. The position will then be rated under the Job Rating Specification process set forth in the November, 19, 2002 Personnel Wage and Classification Plan. Following this process, the parties will meet to try and resolve any issues over whether the position should be reclassified. The Board will make the final decision but its decision shall not be arbitrary or capricious. A position will not be classified into a lower Pay Group while it is filled unless there is mutual agreement between the Board and GMEG.

**ARTICLE 8**  
**NEW POSITIONS IN THE GMEG BARGAINING UNIT**

If a new position is to be added to the GMEG Bargaining Unit, both parties will participate in the process. The starting point for determining its Pay Group classification and pay will be the completion of a job description that includes the qualifications for and duties of the position and that is subject to final approval of the Board. The position will then be rated under the Job Rating Specification process set forth in the November 19, 2002 Personnel Wage and Classification Plan. Following this process, the parties will meet to try and resolve any remaining issues. The Board will make the final decision but its decision shall not be arbitrary or capricious.

**ARTICLE 9**  
**REDUCTION IN FORCE**

The Employer retains all rights related to the funding of positions, including without limiting the number of positions to be funded and which positions will be funded. When the Employer knows definitively that it will not be funding a position that is filled, it will notify GMEG of its intentions and provide it with an opportunity to discuss alternatives. These discussions shall not affect the Employer's right to make the final decision and implement that decision.

If a member of the bargaining unit is separated from employment based on a position not being funded, the member shall be placed on a recall list at the member's option. If the same or substantially similar (job duties) bargaining unit position in the same Department is funded again within two (2) years of the separation, the member is available and continues to maintain the

qualifications for the position, the Town will offer the member of the position. A member's failure to accept the first position offered on the terms offered will end any recall rights.

**ARTICLE 10**  
**LEAVE OF ABSENCE**

An employee may apply in writing to the employee's Department Head for a temporary leave of absence without pay or benefits. The Department Head shall not be arbitrary or capricious in deciding requests for unpaid leaves of absence. In those situations where the Board of Selectmen is not the Department Head, all requests for leaves of absence and responses to the requests will be reported to the Board of Selectmen and the Board of Selectmen will be provided with copies of all related documents.

**ARTICLE 11**  
**BEREAVEMENT LEAVE**

Employees shall be granted up to three (3) days bereavement leave for the death of the employee's spouse, partner or significant other, children, father, mother, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, stepmother, stepfather, step-children, aunts, uncles, nieces, nephews, brother-in-law, sister-in-law, son-in-law, daughter-in-law and other members of the household who reside with the employee. Each employee shall be granted one (1) day of leave, without loss of pay, in the event of the death of a relative not included in the enumerated persons covered by this Article or in the event of the death of a non-relative close to the family, and an additional two (2) days may be granted for a funeral out-of-state. It is management's intent to grant funeral leave to an employee as necessary.

**ARTICLE 12**  
**PERSONAL DAYS**

Each employee shall be entitled to four (4) personal days per fiscal year (July 1 – June 30). Use of a personal day shall require advance request and approval of the employee's Department Head. Where the Board of Selectmen or another Town Board is the Department Head, the employee shall notify the Board or its designee as soon as the employee knows of the employee's intent to take a personal day and no later than a week after the day is used. Advance approval of the Board shall not be required if the Board does not meet until after the employee has used the personal day, but the employee shall still notify the Board that the employee has used a personal day no later than a week after the day is used. Approval shall not be unreasonably withheld.

**ARTICLE 13**  
**SICK LEAVE**

1. Sick leave shall accrue at the rate of one and a half (1 ½) day per month to a maximum of eighteen (18) days per year. Maximum accumulation of sick leave will be two hundred seventy-five (275) days.
2. An employee will be allowed to use up to five (5) days of accumulated sick leave per fiscal year from that current fiscal year's accrual of sick leave to attend to the needs of a ill member of the employee's immediate household/family.

3. Upon retirement under the Massachusetts General Laws or death, an employee or the employee's estate will receive one day's pay (at the daily rate applicable to the employee when the employee last worked) for each three days of accumulated sick leave, up to a maximum of seventy-five (75) days' pay.

#### ARTICLE 14 LONGEVITY PAY

Upon completion of five years of continuous service, an employee will be paid longevity of one hundred twenty-five dollars (\$125.00). For each additional year of continuous service thereafter, an employee will be paid longevity of an additional twenty-five dollars (\$25.00) (i.e., after six years = \$150; after seven years = \$175, etc.). Employees hired prior to June 1, 2001, with less than five (5) years of employment will receive longevity payments in accordance with the existing schedule of \$25.00 per year.

#### ARTICLE 15 VACATION

1. The vacation year shall be the period between January 1<sup>st</sup> and December 31<sup>st</sup>, inclusive.

Employees with at least five (5) years continuous service with the Town may accumulate vacation based on the following schedule:

After completion of 30 weeks	
But less than five (5) years	10 days
After completion of five (5) years	15 days
After completion of six (6) years	16 days
After completion of seven (7) years	17 days
After completion of eight (8) years	18 days
After completion of nine (9) years	19 days
After completion of ten (10) years	
Through (15) years	20 days
After completion of sixteen (16) years	21 days
After completion of seventeen (17) years	22 days
After completion of eighteen (18) years	23 days
After completion of nineteen (19) years	24 days
After completion of twenty (20) years	25 days

- 1) A maximum of twenty-five (25) days of vacation will be paid.
  - 2) Upon an employee's retirement or death, any unused vacation time shall go to the employee/estate.
2. An employee has the right to carry over up to one (1) year's vacation (based on the table above) to be used in the next calendar year with the Department Head's advance approval. Approval must be given four (4) months in advance.

**ARTICLE 16**  
**PAID HOLIDAYS**

New Year's Day  
Martin Luther King Day  
President's Day  
Patriot's Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

1. If a holiday falls on a day that an employee is using paid vacation, the employee will be provided with an additional day off with pay.
2. Any employee not regularly scheduled to work on a holiday who works the holiday shall receive another day off or compensatory time (at time and a half) for the holiday worked.
3. All holidays falling on a Sunday will be observed on the following Monday. All holidays falling on a Saturday will be observed on the previous Friday.
4. Any employee covered under this agreement shall be entitled to three (3) hours off their regular workday on the working days preceding Christmas and New Year's day.
5. Part time employees will be entitled to holiday pay for the hours the employee was scheduled to work when the holiday falls on the employee's regularly scheduled work day.

**ARTICLE 17**  
**SALARIES**

1. Please refer to attached "Employee Paystep Chart" for salary schedule of GMEG employees. As reflected in the Paystep Chart, effective the first full pay period after July 1, 2014, the wage schedule will be increased by 2% (two percent).

**ARTICLE 18**  
**OVERTIME/COMPENSATORY TIME**

1. To be eligible to be compensated for overtime, an employee must have the overtime work approved in advance by the Department Head.
2. Compensatory time as payment for overtime work, credited at the rate of time and one-half (one and a half hours off for each hour worked), is available provided:
  - 1) It shall be the choice of a Department Head to pay employees either overtime pay or substitute compensatory time.
  - 2) To be eligible for overtime, an employee must have the overtime work and the method of payment approved in advance by the Department Head. Compensatory time as payment for overtime work shall be credited as straight time, up to the normal working hours for that employee (40 hours or 36.25 hours) and at the rate of one and a half hours off for each hour worked beyond the regular week hours worked. Compensatory time is available provided that:
3. The Department Head approves in advance the arrangement to provide compensatory time as payment for overtime;
4. The compensatory time is then used with advance approval of the Department Head;
5. At any one time, employees may have accumulated no more than 80 (eighty) hours of compensatory time.
6. Compensatory time must be used within the fiscal year in which it was accumulated.

**ARTICLE 19**  
**EMERGENCY LEAVE**

Department Heads may grant up to three (3) days Emergency Leave of absence to employees for legitimate hardship or emergency situations, without loss of pay to the employee. In those situations where the Board of Selectmen is not the Department Head, the denial or non-extension of the emergency leave for unusual and extreme hardship by the Department Head may be appealed to the Board. However, the employee shall be allowed to use any other accrued time pending decision by the Board of Selectmen.

**ARTICLE 20**  
**COFFEE BREAKS**

Two (2) fifteen-minute coffee breaks: one (1) in the morning and (1) in the afternoon daily.

**ARTICLE 21**  
**MATERNITY LEAVE**

1. A female employee who has completed her probationary period and who is absent from her employment with the Town for a period not exceeding eight (8) weeks for the purpose of giving birth, shall be granted maternity leave without pay if her request for such leave and her intention to return is provided to the Department Head at least two (2) weeks in advance of the anticipated date of departure.
2. At the expiration of the maternity leave, an employee will be restored to her previous position or similar position with the same status, pay and length of employment credits as of that date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to the employees of equal length of employment in the same or similar position in the department.
3. Notwithstanding any other provision of the Agreement, the maternity leave granted under this Article shall not affect the employee's right to receive any benefits for which she was eligible at the time of her leave. The period of any unpaid maternity leave shall not be included in any computation of such benefits, rights or advantages.
4. The Town will pay for health insurance benefits to individuals on maternity leave provided they exhaust their sick leave, vacation leave, personal days, compensatory time and obtain a letter from their physician stating that they are unable to return to work within the eight (8) week period of maternity leave.

**ARTICLE 22**  
**HEALTH INSURANCE**

- A. The Town's contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium for employees hired prior to July 1, 2013. The Town's contribution to the HMO plan it offers will be 70% (seventy percent) of the monthly premium for employees hired on or after July 1, 2013. Except for the Town's contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage. "In consideration of the terms of the settlement of a successor collective bargaining agreement for 2013-2014, including the reduction of the Town's contribution to the HMO premium cost for employees hired on or after July 1, 2013 to 70%, the Town agrees that it will not further reduce the Town's percentage contribution toward the premium cost of the HMO plans for the three year period ending June 30, 2016."
- B. The Amended October, 2014 Memorandum of Agreement To Provide Health Insurance Through The Group Insurance Commission July 1, 2014, under which the Town health insurance program will move to the GIC effective July 1, 2014, is incorporated by reference ("2013 PEC Agreement") and attached hereto as Addendum C.

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees the participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

- C. The Town will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.
- D. Effective July 1, 2013, a bargaining unit member who is otherwise eligible for enrollment in a town health insurance plan, and has been enrolled in a Town plan continuously for two consecutive fiscal years, will receive an annual stipend for opting out/waiving participation in Town health insurance in the amount of \$1,000 (individual plan) or \$2,500 (family plan). In addition to the above, other conditions for the annual stipend are:
- The employee is not covered under a Town plan subscribed to by another employee of the Town or School Department; and,
  - The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

If there is a qualifying event, which means that an employee who is receiving an opt out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.

Assuming the employee stays off the health insurance for a full year, the first half of the stipend will be paid during the 6<sup>th</sup> month and the second half of the stipend will be paid during the 12<sup>th</sup> month.

### **ARTICLE 23** **UNION DUES**

Employees shall tender monthly membership dues, or in the alternative, an agency service fee established by GMEG, by signing an authorization form provided by the Middleborough Treasurer/Collector. In accordance with M.G.L. c.180, §17A, the Town agrees to deduct weekly union membership dues and/or agency service fees from the pay of each employee in the unit who executes such form and remit the aggregate amount to GMEG's treasurer. An employee who declines to pay union dues or agency service fees based upon religious tenets or reasons of conscience shall instead pay a recognized charitable organization in an amount equal to the agency service fee established by GMEG from time to time.

Any employee who fails to tender required dues or fees under this Article shall be given written notice of such failure by GMEG with a copy to the Town Manager. If within thirty (30) days of such notice such employee has failed to tender the dues or fees owed to GMEG, the Town will suspend the employee without pay for one day for each month that the employee fails to tender the dues or fees.

GMEG agrees to indemnify and hold harmless the Town, its officers, agents, employees and elected officials for any liability in connection with the administration or enforcement of this provision, including but not limited to any proceeding in which the Town is made a party. Liability shall mean any costs or damages incurred by the Town including without limitation back pay and attorneys' fees.

**ARTICLE 24**  
**PROFESSIONAL DEVELOPMENT**

Employees shall be given the opportunity to develop and refresh professional knowledge and skills and maintain educational requirements for licenses and certifications (job related education and training). With advance notice to and approval of the Town Manager, the Town will reimburse a bargaining unit member for conferences, seminars, courses and/or training that enhance the member's ability to perform job duties ("job-related education/training"). In making a decision as to any proposed job-related education/training, the Town Manager will reasonably consider the cost, available funds, how much it will enhance the member's performance of job duties, whether and how much funding the Town has provided for the member in the past and competing requests for such reimbursements. A member will be eligible for a maximum reimbursement of \$500 per fiscal year.

**ARTICLE 25**  
**UNION REPRESENTATIVES**

Up to five (5) bargaining unit members will be allowed time off without loss of pay or benefits to attend bargaining sessions that are scheduled by mutual agreement during the regular work day.

**ARTICLE 26**  
**WORKING OUT OF PAY GRADE**

Any bargaining unit member, who, with the written approval of the Town Manager, is assigned to a position in a higher classification in the bargaining unit, will receive compensation at Step 1 of the Pay Grade of that position beginning with the twenty-first (21<sup>st</sup>) consecutive day of the new assignment, subject to budget availability or Town Meeting appropriation.

**ARTICLE 27**  
**TERM OF AGREEMENT**

The term of this Agreement shall be from July 1, 2014 through June 30, 2015.

In the event that the Town voluntarily agrees to provide any Town-side bargaining unit with a more generous base salary increase in FY14 than the 2% provided to the Union, the Town agrees to reopen bargaining on that issue only with the Union if the Union so requests. No bargaining unit in the Middleborough Gas & Electric Department constitutes a Town-side bargaining unit for the provisions of this section.

**ARTICLE 28**  
**MISCELLANEOUS**

- A. Protective Clothing: Protective, weather or specialty clothing/footwear and equipment shall be provided for GMEG Employees who are required to perform 30% or more of their duties in the field, outdoors or in hazardous/damaging environments. Employees shall be reimbursed for up to three hundred dollars (\$300) per employee per fiscal year as necessary as determined by the Department Head. Employees who perform more than 30% of their duties as specified herein are listed on the attached sheet attached as Addendum D.
- B. New Employees: The Town agrees that GMEG employee James Brown will continue to get the 80/20 HMO premium split notwithstanding his hiring on or after July 1, 2013 in consideration of GMEG ratifying the new Contract by October 7, 2013 (before Town Meeting).

FOR THE TOWN OF MIDDLEBOROUGH

FOR THE GENERAL MUNICIPAL EMPLOYEES  
GROUP

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DATED:

DATED:

**ADDENDUM A**

<b>POSITION</b>	<b>DEPARTMENT HEAD</b>	<b>APPOINTING AUTHORITY</b>
Admin. Assistant-Fire Dept.	Fire Chief	Fire Chief
Animal Control Officer	Health Officer	Town Manager
Animal/Health Inspector	Health Officer	Town Manager
Assessor/Appraiser	Board of Assessors	Board of Assessors
Assistant to Council on Aging Director	Council on Aging Director	Council on Aging Board of Directors
Assistant Town Clerk	Town Clerk	Town Manager
Assistant Treasurer/Collector	Treasurer/Collector	Treasurer/Collector
Building Commissioner	Town Manager	Town Manager
Cable Access Administrator	Information Technology Director	Town Manager
Certified Nurse's Aide	Health Officer	Town Manager
Chief Mechanic	Park Superintendent	Park Commissioners
Conservation Administrator	Conservation Commission	Conservation Commission
Construction Administrator-Planning	Planning Director	Planning Board
Deputy Fire Chief	Fire Chief	Fire Chief
Executive Director of Council on Aging	Council of Aging Board of Directors	Council on Aging Board of Directors
Dispatcher	Police Chief	Town Manager
Groundskeeper	Park Superintendent	Park Commissioners
Head Groundskeeper	Park Superintendent	Park Commissioners
Health Inspector	Health Officer	Town Manager
Health Officer	Town Manager	Town Manager
Highway Superintendent	Public Works Director	Town Manager
Information Technology Director	Board of Selectmen	Board of Selectmen
IT Administrator	Information Technology Director	Information Technology Director
IT Administrative Technical Assistant	Information Technology Director	Information Technology Director
Local Inspector I	Building Commissioner	Town Manager
Planning Director	Planning Board	Planning Board
Plumbing and Gas Inspector	Building Commissioner	Building Commissioner
Police Department Custodian	Police Chief	Police Chief
Public Health Nurse I	Health Officer	Town Manager
Public Health Nurse II	Health Officer	Town Manager
Public Works Director	Town Manager	Town Manager
Senior Wastewater Plant Operator	Wastewater Superintendent	Town Manager
Superintendent of Parks	Park Commissioners	Park Commissioners
Town Clerk	Board of Selectmen	Board of Selectmen
Wastewater Lab Technician	Wastewater Superintendent	Town Manager

Wastewater Superintendent	Public Works Director	Town Manager
Water Superintendent	Public Works Director	Town Manager
Veterans Agent	Board of Selectmen	Board of Selectmen
Wiring Inspector	Building Commissioner	Board of Selectmen

ADDENDUM B GMEG PAY STEP CHART

FISCAL 2015										
EMPLOYEES PAY STEP CHART										
2 % increase										
GMEG										
<b>Director</b>	Steps	1	2	3	4	5				
		43,6677	44,9779	46,3274	47,7172	49,1487				
		1	2	3	4	5	6	7	8	9
<b>Department Head</b>	Steps	35,5059	36,5711	37,6683	38,7983	39,9623	41,1611	42,3960	43,6679	44,9779
		1	2	3	4	5	6	7	8	9
<b>Technical Services</b>	Steps	27,2125	28,0287	28,8697	29,7357	30,6278	31,5466	32,4930	33,4680	34,4719
		1	2	3	4	5	6	7	8	9
<b>Administrative</b>	Steps	26,4199	27,2125	28,0287	28,8696	29,7357	30,6278	31,5466	32,4930	33,4680
		1	2	3	4	5	6	7	8	9
<b>Skilled Services</b>	Steps	20,1835	20,7889	21,4126	22,0551	22,7167	23,3982	24,1001	24,8231	25,5678
		1	2	3	4	5	6	7	8	9
<b>Support Services</b>	Steps	18,4655	19,0194	19,5900	20,1777	20,7829	21,4065	22,0488	22,7102	23,3915

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ADDENDUM C

ADDENDUM D

**GMEG PROTECTIVE CLOTHING REIMBURSEMENT  
EMPLOYEES WITH GREATER THAN 30% OF TIME IN FIELD, OUTDOORS OR  
IN HAZARDOUS/DAMAGING ENVIRONMENTS**

	<u>GMEG GRADE/POSITION</u>	<u>EMPLOYEE</u>		
	<i>DEPARTMENT HEAD</i>			
1	WASTEWATER SUPT	Todd Goldman		
2	HEALTH OFFICER	Jeanne Spalding		
3	PUBLIC WORKS DIRECTOR	Chris Peck		
4	WATER SUPER	Joe Silva		
5	BLDG. COMMISSIONER	Robert Whalen		
6	CONSERVATION ADMIN	Patricia Cassady		
7	PARKS SUPERINTENDANT	Fran Cass		
	<i>TECHNICAL SERVICES</i>			
8	Animal Control Officer	James Brown		
9	Animal Inspector	Jessica Gardner		
10	Construction Admin. Planning	Paul Fellini		
11	Sr. Wastewater Plant Operator	Craig Smail		
12	Plumbing and Gas Inspector	Jay Catalano		
13	Local Inspector I	not presently filled		
14	Wiring Inspector/	Bill Gazza		
15	Health Inspector	Catherine Hassett		
	<i>ADMINISTRATIVE SERVICES</i>			
	<i>SKILLED SERVICES</i>			
16	Wastewater Lab Technician	Wayne Pittsley		
	<i>SUPPORT SERVICES</i>			
17	Groundskeeper	Thomas Estes		
18	Chief Mechanic	Joseph Mendonca		

October 20, 2014

Mr. Charles J. Cristello  
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 #8 (WP #95710): August 2014**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in August 2014 related to Design Development (50% Design) - Phase B, Task 2.A.19.

Environmental Partners has reviewed WP's invoice and the progress on the tasks during this period. The work includes finalizing a response to comments from EPG on the 50% design submittal documents. In our opinion, the invoice is commensurate with progress on the specific task shown in the invoice breakdown and equal to 100% complete for the 50% design submittal. This Task is now complete.

Environmental Partners recommends that the invoice be paid in full in the amount of \$36,514.00 for this billing period. If you have any questions or require additional information, please do not hesitate to contact me at [pcm@envpartners.com](mailto:pcm@envpartners.com) or (617) 657-0276.

**ENVIRONMENTAL PARTNERS GROUP, INC.**

Paul C. Millett, P.E.  
*Project Manager*

*Attachments:*

WP invoice and cover letter Sept. 18 2014. #95710.

September 18, 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 August 2014 Invoices

Dear Paul:

Please find the attached summary of progress completion and accompanying invoices for engineering services completed through July 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 B – 50% Design** ←

- Task 2.A.19 – Finalized responses to comments from the Owner's Project Manager on 50% design submittal.

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

- Task 3.A.1. – Preparation of Final Calculations
  - Updated hydraulic calculations throughout the WPCF.
  - Finalized design calculations and layout requirements for the new primary and waste active sludge pumps.
  - Finalized design calculations for the new dewatering feed pumps.
  - Updated design calculations requirements for the new aeration tanks mixers and mixer aerators.
  - Updated design calculations for the new aeration tanks mixers and mixer aerators.
  - Updated design calculations for the sludge holding tank mixers.
  - Updated design calculations for new sludge dewatering press and screw conveyors.
- Task 3.A.2. – Preparation of Final Construction Drawings
  - Further developed civil site and yard piping plans.
  - Continue to develop drawings for the pretreatment area including Pretreatment Building Addition.
  - Continue to develop drawings for the Control Building and Control Building Addition.



- Continue to develop layout of the new dewatering presses in the Sludge Dewatering Building.
- Further developed layout of new sodium hypochlorite chemical feed system in Sludge Dewatering Building.
- Further developed layout of new polymer and sodium bisulfite chemical feed system in Tertiary Treatment Building.
  
- Task 3.A.3. – Preparation of Final Technical Specifications in CSI format
  - Developed specification sections for new tertiary filters.
  - Developed specification sections for new WAS pumps.
  - Develop specifications for the new chemical feed systems.
  - Developed Architectural Specifications.
  - Developed Structural Specifications.
  - Developed Mechanical Specifications.
  - Developed Instrumentation Specifications.
  - Developed Electrical Specifications.
  - Started to develop front end specifications.

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

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

**Invoice # : 95710  
Project : 12760  
Phase : B  
Project Name : Middleborough MA - WPCF Upgrade  
Invoice Date : Sep-12-2014**

**Attention: Charles Cristello, Town Mgr.**

---

**For Professional Services Rendered for the Period Jul-26-2014 To Aug-29-2014**

RELATED TO: Design Upgrades Ph (50%)  
REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	626,514.00
Percent Complete as of 8/29/2014	<u>100.00</u>
Fee Earned To Date	626,514.00
Less Previous Billings	590,000.00
<b>Amount Due this Invoice</b>	<b><u><u>36,514.00</u></u></b>

---

**BILLING RECAP**

Previous Billings	590,000.00
Current Billing Amount	36,514.00
Fee Earned To Date	<u>626,514.00</u>
Amount Received	501,211.20
<b>Balance Due</b>	<b><u><u>125,302.80</u></u></b>

Invoices are due upon receipt. If not paid by Oct-12-2014, 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 B - 50% Design Phase Development**  
**Work Progress by Task**

Period: July 26, 2014 Through August 29, 2014

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments on Work Performed
<b>2.0 DESIGN DEVELOPMENT PHASE</b>		<b>626,514</b>	<b>6%</b>	<b>36,514</b>	<b>100.0</b>	<b>626,514</b>	
2.A.1	Complete selection and size of all major process equipment (screenings, grit removal, clarifiers, aeration basins, filters, disinfection, sludge handling, odor control, etc.)		0%	-	100%	-	
2.A.2	Prepare mechanical drawings (plans, sections and elevations as necessary) for all process improvements		0%	-	100%	-	
2.A.3	Complete a constructability and operability review		0%	-	100%	-	
2.A.4	Prepare site plans that include facility layouts, site access, grading, drainage, and utilities		0%	-	100%	-	
2.A.5	Coordinate with other disciplines on final room sizes and layouts. Prepare and develop building floor plans, elevations, and sections for all buildings		0%	-	100%	-	
2.A.6	Finalize structural requirements for buildings and facilities. Prepare preliminary structural plans, sections, and details		0%	-	100%	-	
2.A.7	Coordinate with electrical and building services on all interior utility routing		0%	-	100%	-	
2.A.8	Finalize major and ancillary equipment sizing and line sizing calculations. Assemble catalog cut sheets and prepare equipment data sheets for all process equipment		0%	-	100%	-	
2.A.9	Prepare sizing calculations for HVAC equipment based on energy code requirements and selected building construction materials		0%	-	100%	-	
2.A.10	Prepare HVAC system block diagrams and confirm HVAC system control philosophy		0%	-	100%	-	
2.A.11	Finalize P&IDs for all processes. Summarize I&C, SCADA, and other control interfaces and equipment requirements (including location, number, manufacturer, and size).		0%	-	100%	-	
2.A.12	Finalize facility security features and plans.		0%	-	100%	-	
2.A.13	Finalize the number and location of motor control centers (MCCs) to be provided and location of MCCs, and equipment to be powered from each MCC		0%	-	100%	-	
2.A.14	Update one-line electrical diagrams and confirm all facility loads and power distribution		0%	-	100%	-	
2.A.15	Develop infrastructure requirements and layout for telephone communications, data highways (LAN, WAN, SCADA), cable, and radio communications		0%	-	100%	-	
2.A.16	Develop lighting concepts and layouts for facility interior and exterior lighting		0%	-	100%	-	
2.A.17	Prepare a first draft of all facility technical specifications		0%	-	100%	-	
2.A.18	Prepare an estimate of probable construction costs after completion of the Design Development Phase.		0%	-	100%	-	
2.A.19	Attend one (1) two-day value engineering workshop to identify alternatives and cost savings, and review these with the Client and OPM - Address OPM 50% comments		5%	-	100%	-	
2.A.20	Attend one (1) two-day workshop to review the work products with the Client and OPM		100%	-	100%	-	

**Total:**

626,514

6%

36,514

100%

626,514

Wright-Pierce  
29-Aug-2014

October 20, 2014

Mr. Charles J. Cristello  
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 #9 – Final Design  
(WP #95711): August 2014**

Dear Mr. Cristello:

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

Environmental Partners has reviewed WP's invoice and the work progress indicated in the cover letter. WP is currently completing the final design documents, including calculations for process equipment, final construction drawings, and specifications. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown and equal to approximately 70% complete for the overall Final Design scope.

Environmental Partners recommends that the invoice be paid in full in the amount of \$244,582.30 for this billing period. If you have any questions or require additional information, please do not hesitate to contact me at [pcm@envpartners.com](mailto:pcm@envpartners.com) or (617) 657-0276.

**ENVIRONMENTAL PARTNERS GROUP, INC.**



Paul C. Millett, P.E.  
*Project Manager*

*Attachments:*

WP invoice August 2014. #95711

Rec'd EPG 10/7/14

Water  
Wastewater  
Infrastructure

September 18, 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 August 2014 Invoices

Dear Paul:

Please find the attached summary of progress completion and accompanying invoices for engineering services completed through July 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 B – 50% Design**

- Task 2.A.19 – Finalized responses to comments from the Owner's Project Manager on 50% design submittal.

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

- Task 3.A.1. – Preparation of Final Calculations 
  - Updated hydraulic calculations throughout the WPCF.
  - Finalized design calculations and layout requirements for the new primary and waste active sludge pumps.
  - Finalized design calculations for the new dewatering feed pumps.
  - Updated design calculations requirements for the new aeration tanks mixers and mixer aerators.
  - Updated design calculations for the new aeration tanks mixers and mixer aerators.
  - Updated design calculations for the sludge holding tank mixers.
  - Updated design calculations for new sludge dewatering press and screw conveyors.
- Task 3.A.2. – Preparation of Final Construction Drawings
  - Further developed civil site and yard piping plans.
  - Continue to develop drawings for the pretreatment area including Pretreatment Building Addition.
  - Continue to develop drawings for the Control Building and Control Building Addition.



- Continue to develop layout of the new dewatering presses in the Sludge Dewatering Building.
- Further developed layout of new sodium hypochlorite chemical feed system in Sludge Dewatering Building.
- Further developed layout of new polymer and sodium bisulfite chemical feed system in Tertiary Treatment Building.
  
- Task 3.A.3. – Preparation of Final Technical Specifications in CSI format
  - Developed specification sections for new tertiary filters.
  - Developed specification sections for new WAS pumps.
  - Develop specifications for the new chemical feed systems.
  - Developed Architectural Specifications.
  - Developed Structural Specifications.
  - Developed Mechanical Specifications.
  - Developed Instrumentation Specifications.
  - Developed Electrical Specifications.
  - Started to develop front end specifications.

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

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

**Invoice # : 95711  
Project : 12760  
Phase : C  
Project Name : Middleborough MA - WPCF Upgrade  
Invoice Date : Sep-12-2014**

**Attention: Charles Cristello, Town Mgr.**

---

**For Professional Services Rendered for the Period Jul-26-2014 To Aug-29-2014**

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

Total Project Fee Authorized	793,689.00
Percent Complete as of 8/29/2014	<u>70.00</u>
Fee Earned To Date	555,582.30
Less Previous Billings	311,000.00
<b>Amount Due this Invoice</b>	<b><u><u>244,582.30</u></u></b>

---

**BILLING RECAP**

Previous Billings	311,000.00
Current Billing Amount	244,582.30
Fee Earned To Date	<u>555,582.30</u>
Amount Received	0.00
<b>Balance Due</b>	<b><u><u>555,582.30</u></u></b>

Invoices are due upon receipt. If not paid by Oct-12-2014, 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: July 26, 2014 Through August 29, 2014

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments on Work Performed
<b>3.0 DESIGN DEVELOPMENT PHASE</b>		<b>793,689</b>	<b>31%</b>	<b>244,582</b>	<b>70.0</b>	<b>555,582</b>	
3.A.1	Preparation of final calculations.		30%	-	70%	-	
3.A.2	Preparation of final construction drawings.		30%	-	70%	-	
3.A.3	Preparation of final technical specifications in Construction Specifications Institute (CSI) format (Div. 0-1-2...16).		20%	-	60%	-	
3.A.4	Preparation of an estimate of probable construction costs at 90% design completion.		25%	-	25%	-	
3.A.5	Submit progress submittals at 90% design completion milestones to the Client and OPM for review.		0%	-	0%	-	
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.		0%	-	0%	-	
3.A.7	Incorporate workshop review comments into the final plans and specifications.		0%	-	0%	-	
<b>Total:</b>		<b>793,689</b>	<b>31%</b>	<b>244,582</b>	<b>70%</b>	<b>555,582</b>	<i>Wright-Pierce 29-Aug-2014</i>

October 23, 2014

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

**RE: Owner's Project Management Services  
Middleborough Water Pollution Control Facility Upgrade  
Comprehensive Wastewater Management Plan (CWMP)  
Invoice WP #96175 and #96176: September 2014**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoices submitted by Wright Pierce (WP) for services provided in September 2014 for services related to the Comprehensive Wastewater Management Plan (CWMP).

Environmental Partners has reviewed WP's invoice #96175 dated October 17, 2014 and the progress on the project during this period. It is our understanding that WP completed work on Phase III of their scope, focused on Study Area 24 Savery Pond and Area 28 Woods Pond, with lifecycle cost estimates for alternatives. A second public hearing was held. The report was submitted as a draft to the MADEP. WP reports that they are now 95% complete, which appears reasonable given the work completed to date.

Environmental Partners recommends that the invoice #96175 be paid in full in the amount of \$32,475.00.

In addition, the Environmental Notification Form (ENF) was prepared and submitted to MEPA, as required. Invoice #96176 for work on the ENF in the amount of \$4,850.00 is recommended for payment.

If you have any questions or require additional information, please do not hesitate to contact me at [pcm@envpartners.com](mailto:pcm@envpartners.com) or (617) 657 0276.

**ENVIRONMENTAL PARTNERS GROUP, INC.**



Paul C. Millett, P.E.  
Project Manager

*Attachments:*

WP invoice, September 2014. #96175 and #96176



Rec'd EPG 10/20/14

Water  
Wastewater  
Infrastructure

October 17, 2014  
W-P Project No. 12760 Phase H

Mr. Charles J. Cristello  
Town of Middleborough - Town Manager  
10 Nickerson Avenue  
Middleborough, MA 02346

Subject: Middleborough, Ma- Comprehensive Wastewater Management Plan (CWMP)  
Wright-Pierce September 2014 Invoices

Dear Charles:

Please find the attached invoice for engineering services completed through September 2014 related to the Middleborough Comprehensive Wastewater Management Plan (CWMP) and Environmental Notification Form (ENF). A brief summary of the work completed for the CWMP and ENF is summarized below:

**Middleborough CWMP Phase III – Wright Pierce Project #12760 Phase H**

- Prepared for and attend second Public Hearing for CWMP
- Updated a 20 year present worth cost for both study areas.
- Developed figures, tables, are appendixes for Phase 3 CWMP
- Submitted draft Phase 3 CWMP to DEP

**Middleborough Environmental Notification Form (ENF) – Wright Pierce Project #12760 Phase I**

- Developed ENF and submitted to MEPA

We appreciate the opportunity to work with the Town 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

Offices Throughout New England | [www.wright-pierce.com](http://www.wright-pierce.com)

40 Shattuck Road, Suite 305  
Andover, MA 01810 USA  
Phone 978.416.8000 | Fax

978.470.3558

**WRIGHT-PIERCE**   
Engineering a Better Environment

Water  
Wastewater  
Infrastructure

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

Invoice #: 96175  
Project: 12760  
Phase: H  
Project Name: Middleborough MA - WPCF Upgrade  
Invoice Date: Oct-14-2014

Attention: Charles Cristello, Town Mgr.

---

For Professional Services Rendered for the Period Aug-30-2014 To Sep-26-2014

RELATED TO: CWMP

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	140,500.00
Percent Complete as of 9/26/2014	<u>95.00</u>
Fee Earned To Date	133,475.00
Less Previous Billings	101,000.00
Amount Due this Invoice	<u><u>32,475.00</u></u>

---

BILLING RECAP

Previous Billings	101,000.00
Current Billing Amount	32,475.00
Fee Earned To Date	<u>133,475.00</u>
Amount Received	51,300.00
Balance Due	<u><u>82,175.00</u></u>

Invoices are due upon receipt. If not paid by Nov-14-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

**WRIGHT-PIERCE**   
Engineering a Better Environment

Water  
Wastewater  
Infrastructure

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

Invoice # : 96176  
Project : 12760  
Phase : I  
Project Name : Middleborough MA - WPCF Upgrade  
Invoice Date : Oct-14-2014

Attention: Charles Cristello, Town Mgr.

---

For Professional Services Rendered for the Period Aug-30-2014 To Sep-26-2014

RELATED TO: CWMP - ENF

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	9,700.00
Percent Complete as of 9/26/2014	<u>50.00</u>
Fee Earned To Date	4,850.00
Less Previous Billings	0 00
Amount Due this Invoice	<u><u>4,850.00</u></u>

---

**BILLING RECAP**

Previous Billings	0 00
Current Billing Amount	4,850 00
Fee Earned To Date	<u>4,850 00</u>
Amount Received	
Balance Due	

Invoices are due upon receipt. If not paid by Nov-14-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

---

Serving Clients Throughout the Northeast | [www.wright-pierce.com](http://www.wright-pierce.com)

99 Main Street  
Topsham, ME 04086 USA  
Phone 207.725.8721 | Fax 207.729.8414

October 17, 2014  
W-P Project No. 12760 Phase H

Mr. Charles J. Cristello  
Town of Middleborough - Town Manager  
10 Nickerson Avenue  
Middleborough, MA 02346

**Subject: Middleborough, Ma- Comprehensive Wastewater Management Plan (CWMP)  
Wright-Pierce September 2014 Invoices**

Dear Charles:

Please find the attached invoice for engineering services completed through September 2014 related to the Middleborough Comprehensive Wastewater Management Plan (CWMP) and Environmental Notification Form (ENF). A brief summary of the work completed for the CWMP and ENF is summarized below:

**Middleborough CWMP Phase III – Wright Pierce Project #12760 Phase H**

- Prepared for and attend second Public Hearing for CWMP
- Updated a 20 year present worth cost for both study areas.
- Developed figures, tables, are appendixes for Phase 3 CWMP
- Submitted draft Phase 3 CWMP to DEP

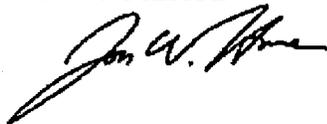
**Middleborough Environmental Notification Form (ENF) – Wright Pierce Project #12760 Phase I**

- Developed ENF and submitted to MEPA

We appreciate the opportunity to work with the Town 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



Water  
Wastewater  
Infrastructure

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

Invoice #: 96175  
Project: 12760  
Phase: H  
Project Name: Middleborough MA - WPCF Upgrade  
Invoice Date: Oct-14-2014

Attention: Charles Cristello, Town Mgr.

---

For Professional Services Rendered for the Period Aug-30-2014 To Sep-26-2014

RELATED TO: CWMP

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	140,500.00
Percent Complete as of 9/26/2014	<u>95.00</u>
Fee Earned To Date	133,475.00
Less Previous Billings	101,000.00
Amount Due this Invoice	<u><u>32,475.00</u></u>

---

**BILLING RECAP**

Previous Billings	101,000.00
Current Billing Amount	32,475.00
Fee Earned To Date	<u>133,475.00</u>
Amount Received	51,300.00
Balance Due	<u><u>82,175.00</u></u>

Invoices are due upon receipt. If not paid by Nov-14-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume



Water  
Wastewater  
Infrastructure

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

Invoice # : 96176  
Project : 12760  
Phase : I  
Project Name : Middleborough MA - WPCF Upgrade  
Invoice Date : Oct-14-2014

Attention: Charles Cristello, Town Mgr.

---

For Professional Services Rendered for the Period Aug-30-2014 To Sep-26-2014

RELATED TO: CWMP - ENF  
REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	9,700.00
Percent Complete as of 9/26/2014	<u>50.00</u>
Fee Earned To Date	4,850.00
Less Previous Billings	0.00
Amount Due this Invoice	<u><u>4,850.00</u></u>

---

BILLING RECAP

Previous Billings	0.00
Current Billing Amount	4,850.00
Fee Earned To Date	<u>4,850.00</u>
Amount Received	
Balance Due	

Invoices are due upon receipt. If not paid by Nov-14-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

**MIDDLEBOROUGH WATER POLLUTION CONTROL FACILITY UPGRADE  
DESIGN SERVICES AGREEMENT**

**AMENDMENT NO. 2**

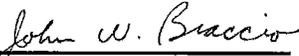
**BIDDING PHASE**

The Agreement for Design Services between the Town of Middleborough (the "Owner") and Wright-Pierce (the "Engineer") on the Middleborough Water Pollution Control Facility Project (the "Project"), is revised, as follows:

1. The Owner hereby authorizes the Engineer to perform Bidding Phase services, including the costs of printing multiple copies of the Bid Documents as described in the Summary of Probable Costs prepared by Wright-Pierce, a copy of which is attached hereto.
2. The fee for the additional engineering services during the Bidding Phase shall be in the "not-to-exceed" amount of \$57,267 and the "not-to-exceed" amount of \$4,507 shall apply to the "Other Direct Costs" incurred by the Engineer.
3. The Engineer shall be reimbursed for the actual costs the Engineer incurs for the printing of multiple copies of the Bid Documents, in the "not-to-exceed" amount of \$30,000.
4. The total amount of the Bidding Phase Amendment is in the "not-to-exceed" amount of \$91,773.
5. See attached Wright-Pierce scope of services.

Signed and sealed this 23rd day of October 2014.

**Engineer**

  
Wright-Pierce

**Owner**

Town of Middleborough  
**Town Manager**  
**Charles J. Cristello**

**AGREEMENT BETWEEN**

**Town of Middleborough**

**AND**

**WRIGHT-PIERCE**

**FOR**

**Water Pollution Control Facility Upgrade**  
**Bid Phase Services**

**SECTION 1 - SCOPE OF SERVICES**

**IV. Bidding Phase**

During the Bidding phase, ENGINEER shall perform the following services:

- A. Make such revisions to the construction Contract Documents as may be necessary to comply with Federal, State or CLIENT requirements.
- B. Assist in advertising for bids for the construction contract in appropriate newspapers and with the usual construction industry bidding information services.
- C. Print and distribute bidding documents.
- D. Respond to bidders' questions.
- E. Prepare for and attend one pre-bid conference. Notify bidders of the conference.
- F. Prepare two addenda to the bid documents.
- G. Attend two bid openings for the construction contract. One for general bids and one for filed sub-bids.
- H. Review all bids and prepare bid tabulation.
- I. Review the qualifications of the apparent low bidder(s) and compliance with other contract requirements. Report on the results of the reviews and issue a Recommendation for Award.
- J. The length of the Bidding Phase is assumed to be 3 months.

**SECTION 2 - COMPENSATION**

**I. Payments to ENGINEER**

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section of this Agreement is as follows:

For Scope Items a lump sum fee as outlined in table below:

<b>Description</b>	<b>Estimated Cost</b>
Engineering Services	\$57,267
Bid Phase Expenses	\$ 4,507
Printing Services	\$30,000
<b>Total Bidding Services Estimated Fee =</b>	<b>\$91,773</b>

**TOWN OF MIDDLEBOROUGH, MA  
MIDDLEBOROUGH WATER POLLUTION CONTROL FACILITY UPGRADE  
SUMMARY OF PROBABLY COST  
BIDDING PHASE**

<b>Labor Categories</b>	<b>Staff Hours</b>	<b>Labor Rates</b>	<b>Estimated Cost</b>
Principal-in-Charge	12		
Project Manager	102		
Lead Project Engineer	116		
Project Engineer	108		
Office Assistant	82		
QA/QC Review Engineer	0		
Engineering Technician	8		
Architectural	12		
Structural	12		
Electrical	22		
Instrumentation	12		
Mechanical	12		
Civil Engineer	8		
Total Labor Hours	506		
<b>Sub-Total Labor</b>			<b>\$57,267</b>
<b>Other Direct Costs</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Estimated Costs</b>
Mileage	442	\$0.57	\$250
Meals	2	\$8.50	\$17
Phone	100	\$1.00	\$100
Photocopies	10000	\$0.10	\$1,000
Rental Car	2	\$70.00	\$140
Lodging	0	\$125.00	\$0
Postage	2000	\$1.00	\$2,000
Miscellaneous	1000	\$1.00	\$1,000
Direct Cost Total			\$4,507
<b>Subcontractors</b>			<b>Estimated Costs</b>
MBE Subcontract Printing Price (Based on 100 Sets)			\$30,000
Subcontractors Total			\$30,000
<b>Total Bidding Phase Cost</b>			<b>\$91,773</b>

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**

October 24, 2014

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

RE: new Cross Street well site

Dear Charlie:

I enclose:

1. Six (6) copies of agreement with Cain/Nelson family; and
2. Mylar plan of well site.

Please ask the Board on Monday (10/27/14) to sign all six (6) copies of Item 1; each in two places.

Please ask the Board to sign Item 2 in the place provided at the lower left. The date of October 27, 2014 should be inserted in the space provided above the signatures.

Please return all documents to me after they are completed. Thank you.

Very truly yours,



Daniel F. Murray  
Town Counsel

DFM/s  
T-1782  
Enclosures

PURCHASE AND SALE AGREEMENT

From the Office of:  
Daniel F. Murray, Esquire  
P.O. Box 201  
Middleboro, MA 02346

This 29th day of August, 2014

1. PARTIES AND MAILING ADDRESSES

Wanda Y. Cain of Dorchester, MA and Mary Nelson, Leonita Nelson, Kristan Nelson and Donna Nelson, all of Montgomery, Alabama hereinafter called SELLER, agrees to SELL and Town of Middleborough, Town Hall, Nickerson Avenue, Middleboro, MA 02346 hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION (include title reference)

See DESCRIPTION in paragraph 32 of Attachment A attached hereto. The property interests to be conveyed hereunder are described in paragraph 32 of Attachment A.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES (fill in or delete)

~~Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and~~

4. TITLE DEED (fill-in) Include here by specific references any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven .....days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except  
(a) Provisions of existing building and zoning laws;  
(b) Existing rights and obligations in party walls which are not the subject of written agreement;  
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;  
(d) Any liens or municipal betterments assessed after the date of this agreement;  
(e) ~~Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;~~

~~—\*(f)~~

5. PLANS

~~If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.~~

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE (fill-in); space is allowed to write out the amounts if desired

The agreed purchase price for said premises is Sixty-Six Thousand Five Hundred Dollars (\$66,500.00) of which \$51,500.00 is to be paid at the time of delivery of the deed by a check signed by the Town of Middleborough Treasurer/Collector drawn on an account of the Town of Middleborough. The sum of \$15,000.00 will be paid by Buyer at the signing of the agreement as a deposit to be held in escrow by Sellers' attorney, Robert G. Funke, Esquire, subject to the provisions of paragraph 20.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 12:00 noon on the 28th day of October, 2014 at the Plymouth County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. Delivery of the deed shall be at the Plymouth, MA office of the Plymouth County Registry of Deeds.

9. POSSESSION AND CONDITION OF PREMISE  
*(attach a list of exceptions, if any)*
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM  
*(Change period of time if desired).*
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, ~~then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto,~~ unless the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
  - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
- The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- ~~To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.~~
15. INSURANCE  
*(Insert amount (list additional types of insurance and amounts as agreed)*
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | Type of Insurance            | Amount of Coverage |
|------------------------------|--------------------|
| (a) Fire & Extended Coverage | \$ NONE REQUIRED   |
16. ADJUSTMENTS  
*(list operating expenses, if any, or attach schedule)*
- ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties; provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE  
*(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))* A Broker's fee for professional services of ~~is due from the SELLER to~~ **The parties represent that no person is entitled to a broker's fee or commission on account of the sale under this agreement.** ~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the.~~
19. BROKER(S) WARRANTY  
*(fill in name)* The Broker(s) named herein ~~and warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.~~
20. DEPOSIT  
*(fill in name)* All deposits made hereunder shall be held in escrow by **Robert G. Funke, Esquire** as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages **as Seller's sole remedy at law or in equity.** ~~unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing~~
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any ~~provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.~~
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS  
*(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made* The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously ~~made in writing, except the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):~~
26. MORTGAGE CONTINGENCY CLAUSE In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ ~~\_\_\_\_\_~~ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before ~~\_\_\_\_\_~~ the

*(omit if not provided  
for in Offer to  
Purchase)*

~~BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before \_\_\_\_\_.~~

27. CONSTRUCTION AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. CARBON MONOXIDE DETECTORS

For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F or that the Premises are otherwise exempted the Statute.

31. ADDITIONAL PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

See attached ATTACHMENT A which is incorporated in this agreement.

~~FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"~~

NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLERS

*Wanda Y. Cain*  
Wanda Y. Cain

*Mary Nelson*  
Mary Nelson

*Leonita Nelson*  
Leonita Nelson

*Kristan Nelson*  
Kristan Nelson

*Donna Nelson*  
Donna Nelson

BUYER

Town of Middleborough  
By:

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

Board of Selectmen

ESCROW AGENT:

\_\_\_\_\_  
Robert G. Funke, Esquire

ATTACHMENT A

32. The premises/property interests to be conveyed hereunder are:

(a) A parcel of land off Cross Street in Middleboro, Massachusetts containing 0.54 acres of land more or less and being part of Lot 3029 on Assessors Map 40 and being part of the land described in a deed recorded in the Plymouth County Registry of Deeds in Book 6526, Page 215. The parcel is shown as PARCEL-B on a plan entitled "PLAN OF LAND PREPARED FOR THE TOWN OF MIDDLEBOROUGH, CROSS STREET IN MIDDLEBOROUGH, MASSACHUSETTS" dated October 21, 2013 prepared by Outback Engineering Incorporated. PARCEL-B is shown on the plan as containing 0.54 acres (23,707 square feet).

(b) A perpetual access and utility easement in, over, under and through land on the easterly side of Cross Street in Middleboro, Massachusetts being part of Lot 3029 on Assessors Map 40 running from the easterly side of Cross Street along the southerly line of said Lot 3029 for about 203.00 feet and thence turning northeasterly to connect with the existing bridge over Josie's Meadow Brook and thence to connect with said PARCEL-B as described above in paragraph 32(a).

The easement to be conveyed is shown on the plan described in paragraph 32(a) as ACCESS AND UTILITY EASEMENT (10,899 square feet). The easement shall permit passage on foot and by vehicle over the easement area between Cross Street and a municipal water well site which Buyer intends to develop. The easement shall permit Buyer to pave or otherwise improve the easement area, to install utilities including water pipes in, over, under and through the easement area, to construct, reconstruct or replace a bridge over Josie's Meadow Brook and to maintain, repair and replace structures and facilities constructed or installed by Buyer in the easement area. The easement shall be appurtenant to land to be acquired by Buyer for a municipal water well site. The easement shall recite that the easement may not be relocated or changed.

(c) A temporary construction easement over part of said Lot 3029 on Assessors Map 40. The temporary construction easement shall be fifteen (15) feet wide and abut and be parallel to the northerly side of the ACCESS AND UTILITY EASEMENT described in paragraph 32(b) above and run from the easterly side of Cross Street over Josie's Meadow Brook to PARCEL-B described in paragraph 32(a) above. The easement shall permit passage on foot and vehicle and the use of machinery and equipment to construct and install structures and facilities which may be installed pursuant to the perpetual easement described in paragraph 32(a) above. The temporary construction easement shall terminate four (4) years after the date the conveyance by Seller to Buyer hereunder is recorded.

33. Buyer intends to make a confirmatory order of taking by eminent domain of the premises to be conveyed hereunder to Buyer. Seller hereby waives and releases all claims for damages with respect to said intended order of taking and agrees to accept payment under this agreement as full compensation for the premises and any damages which might arise out of said order of taking. The provisions of this paragraph shall survive performance of this agreement.

34. Buyer's performance of this agreement shall be contingent upon the following:

(a) Approval by the Massachusetts Department of Environmental Protection of the property described in paragraph 32(a) of Attachment A of this agreement as a municipal well site.

BUYER

Town of Middleborough

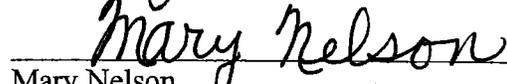
By:

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

Board of Selectmen

SELLERS:

  
Wanda Y. Cain

  
Mary Nelson

  
Leonita Nelson

  
Kristan Nelson

  
Donna Nelson