

NEW BUSINESS

11-4-13



Middleboro Christmas Parade 2007

October 27, 2013

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

Chairman McKinnon,

This is an official request to the Board of Selectmen for a Parade permit for our 54th annual Christmas parade which will be on Saturday, November 30, 2013, with a rain/snow date of Sunday, December 1, 2013.

The parade will begin at 1:00p.m from Burkland School, continue up Mayflower Avenue to Courtland Street, around Station Street, down Centre Street, continue to South Main Street, and return to the Burkland School.

In addition, we would also like to request a parking ban on Centre Street from 12:30PM until the conclusion of the parade. This is a request that has been approved by Selectmen in the past. Centre Street becomes extremely congested during the parade and we request the ban for the safety of all involved.

Finally, the committee recently got a text message from Santa Claus, and he would once again like to request the use of a fire engine. We are hoping you can accommodate his request.

Thank you for your consideration.

Wishing you the best this holiday season!

Greg & Jen Thomas
Chairpeople, Middleboro Christmas Parade

Jacqueline Shanley

From: Lance Benjamino
Sent: Wednesday, October 30, 2013 9:12 AM
To: Jacqueline Shanley
Subject: RE: Christmas Parade Request

Good Morning Jackie,

No concerns and we will provide Santa with a ride in Tower 3.



Lance Benjamino
Chief of Department
Middleborough Fire Department
125 North Main Street
Middleborough, MA 02346
firechief@middleborough.com

From: Jacqueline Shanley
Sent: Wednesday, October 30, 2013 8:36 AM
To: Lance Benjamino; Chief Bruce Gates
Subject: Christmas Parade Request

Good Morning,

Please see attached and advise of any concerns, objections, or requirements. Please note Santa is asking to ride on a fire engine and they are asking to close off the road.

Thank you.

Jackie

Jackie Shanley
Executive Assistant to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

Jacqueline Shanley

From: Chief Bruce Gates <bruce.gates@mpdmail.com>
Sent: Friday, November 01, 2013 9:24 AM
To: Jacqueline Shanley
Subject: RE: Christmas Parade Request

Ok, no problem with that.



From: Jacqueline Shanley [mailto:jshanley@middleborough.com]
Sent: Friday, November 01, 2013 8:40 AM
To: Chief Bruce Gates
Subject: RE: Christmas Parade Request

Hi Chief,

Yes. It would be from School Street to the four corners.



Jackie

Jackie Shanley
Executive Assistant to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tpl.
508 946-0058 Fax
jshanley@middleborough.com

From: Chief Bruce Gates [mailto:bruce.gates@mpdmail.com]
Sent: Thursday, October 31, 2013 3:04 PM
To: Jacqueline Shanley
Subject: RE: Christmas Parade Request

I am

From: Jacqueline Shanley [mailto:jshanley@middleborough.com]
Sent: Thursday, October 31, 2013 3:02 PM
To: Chief Bruce Gates
Subject: RE: Christmas Parade Request

Thanks. I don't know if it's from School Street to the four corners. Are you referring to Jane Kudcey's request to close the street? If so, I will ask her. Please clarify.

Thanks

Jackie Shanley
Executive Assistant to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

From: Chief Bruce Gates [<mailto:bruce.gates@mpdmail.com>]
Sent: Wednesday, October 30, 2013 1:41 PM
To: Jacqueline Shanley
Subject: RE: Christmas Parade Request



Jackie,

I see no problems with the annual parade and the additional request to keep Center St. closed until 5 PM. I assume this part of Center St would be from School st. to the 4 corners?

Bruce

From: Jacqueline Shanley [<mailto:jshanley@middleborough.com>]
Sent: Wednesday, October 30, 2013 8:36 AM
To: Lance Benjamino; Chief Bruce Gates
Subject: Christmas Parade Request

Good Morning,

Please see attached and advise of any concerns, objections, or requirements. Please note Santa is asking to ride on a fire engine and they are asking to close off the road.

Thank you.

Jackie

Jackie Shanley
Executive Assistant to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax

Jacqueline Shanley

From: Jane Kudcey
Sent: Wednesday, October 30, 2013 10:53 AM
To: Jacqueline Shanley
Subject: Request for Road Closure for the 11/4 BOS meeting

Jackie,

Would you please put the following on the agenda:

The OECD is requesting that the Board approve the closing of Center St. immediately following the end of the Christmas Parade until 5:00 p.m. for the Downtown Holiday Festival. Chief Gates has been notified and agrees to it.

Thanks,

Jane

HIPAA UPDATE AND BUSINESS ASSOCIATE CONTRACT

Recent changes to the regulations implementing HIPAA (the Health Insurance Portability and Accountability Act of 1996) require changes to the Business Associate Contracts between covered entities and their business associates. The HIPAA Omnibus Final Rule now requires that Business Associate Contracts include, among other things, reporting requirements regarding improper disclosures of protected health information, as well as pledges regarding the Business Associate's compliance with the HIPAA Privacy Rule and the HIPAA Security Rule. Your town's/district's health plan is considered a "covered entity" under HIPAA. As your health plan shares its subscribers' protected health information (such as medical claims and related information) with the MIA Health Benefits Trust, the Trust is considered a Business Associate of your health plan. When the Trust shares that same information with Blue Cross Blue Shield of Massachusetts (in order that subscribers' claims can be paid), Blue Cross acts as a Business Associate of the Trust. HIPAA requires that a health plan maintain a business associate contract with its business associates. Thus, your health plan is required to have a business associate contract with the Trust and the Trust must have a business associate contract with Blue Cross (as well as with other parties, such as health consultants, with which protected health information may be shared).

The respective business associate contracts outline the protections that the business associate must extend to the information that is being shared with it. A covered entity may not share protected health information with a business associate unless it has in effect a valid business associate contract.

We have enclosed a revised Business Associate Contract between the Trust and your town/district that contains the changes required by the new regulations. This contract will authorize your town/district to continue to share with the Trust the claims and other information necessary for the processing and payment of your subscribers' claims.

Please have the contract executed and returned to us as soon as possible. Thank you for your assistance in this matter. Thank you.

Please return the enclosed agreement to:

Ann Ludlow, Manager
MIA Health Benefits Trust
One Winthrop Square
Boston, MA 02110

Business Associate Contract
Between the MIA Health Benefits Trust and
The Town of Middleborough and its Health Plan

This contract is between the MIA Health Benefits Trust, hereinafter referred to as "the Trust", and the Town of Middleborough, hereinafter referred to as "the Member", and its health plan, hereinafter referred to as "the health plan." It is understood that, in the performance of its services for the health plan, the Trust will have access to and/or receive from the health plan certain "protected health information" ("PHI") (see 45 C.F.R. § 164.501 for the definition of that term). This Contract is entered into by the above named parties to satisfy their respective obligations under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated pursuant to that Act.

1.) Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Massachusetts Interlocal Insurance Association Health Benefits Trust.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Member's health plan.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2.) Obligations and Activities of the Trust

(a) The Trust agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

(b) The Trust agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.

(c) The Trust agrees to mitigate, to the extent practicable, any harmful effect that is known to the Trust of a use or disclosure of Protected Health Information by the Trust in violation of the requirements of this Agreement.

(d) The Trust agrees to report to the health plan any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware.

(e) In accordance with 45 CFR 164.502(g)(1)(ii) and 164.308(b)(2), if applicable, the Trust agrees to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Trust agree to the same restrictions, conditions, and requirements that apply to the Trust with respect to such information.

(f) The Trust agrees to make available, at the request of the health plan, and in the time and manner designated by the health plan, Protected Health Information in a Designated Record Set, to the health plan or, as directed by the health plan, to an Individual or the Individual's designee as necessary to satisfy the health plan's obligations under 45 C.F.R. 164.524.

(g) The Trust agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the health plan directs or agrees to pursuant to 45 C.F.R. 164.526 or to take other measures as necessary to satisfy the health plan's obligations under 45 CFR 164.526.

(h) The Trust agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Trust on behalf of the health plan available to the health plan, or at the request of the health plan to the Secretary, in a time and manner designated by the health plan or the Secretary, for purposes of the Secretary determining the health plan's compliance with the HIPAA Rules.

(i) The Trust agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the health plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

(j) The Trust agrees to provide to the health plan or an Individual, in the time and manner designated by the health plan, information collected in accordance with sub-section (i) of this Agreement, to permit the health plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

(k) To the extent the Trust is to carry out one or more of the health plan's obligations under Subpart E of 45 CFR Part 164, the Trust shall comply with the requirements of Subpart E that apply to the health plan in the performance of such obligations.

(l) The Trust agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the health plan as required by 45 C.F.R. Part 164, Subpart C.

(m) The Trust agrees to ensure that any agent, including a subcontractor, to whom it provides such electronic protected health information agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect it.

(n) The Trust will report to the health plan, following discovery and without unreasonable delay, any incident determined by the Trust to constitute a "breach" of "unsecured protected health information," as these terms are defined by the Breach Notification Rule.

3.) Permitted Uses and Disclosures by the Trust

(a) The Trust may use or disclose Protect Health Information to perform functions, activities, or services for, or on behalf of, the health plan as specified in the MIA Health Benefits Trust Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the health plan. The Trust and its subcontractors are authorized to use protected health information to de-indentify the information in accordance with 45 CFR 164.514

(a) - (c).

(b) The Trust may use or disclose protected health information as required by law.

(c) The Trust agrees to make uses and disclosures and requests for protected health information consistent with the health plan's minimum necessary policies and procedures.

(d) The Member and its health plan agree that, with respect to the PHI of health plan participants, the Trust (and its Business Associates) may, except as otherwise limited in this Agreement:

(i) Use Protected Health Information for the proper management and administration of their operations or to carry out their legal responsibilities;

(ii) Disclose Protected Health Information for the proper management and administration of their operations or to carry out their legal responsibilities, provided that:

- The disclosures are required by law, or

- The Trust (or its Business Associate) obtains reasonable assurances from the person to whom the information is disclosed that said information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Trust of any instances of which it is aware in which the confidentiality of the information has been breached;
- (iii) Provide data aggregation services as permitted by 45 C.F.R. 164.504(e)(2)(i)(B);
- (iv) Report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. 164.502(j)(I); and
- (v) Use and disclose Protected Health Information as permitted by law, including but not limited to disclosing Protected Health Information for medical research studies in accordance with federal law.

4.) Provisions for the Health Plan to Inform the Trust of Privacy Practices and Restrictions.

- (a) The health plan shall provide the Trust with the notice of privacy practices that the health plan produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice.
- (b) The health plan shall provide the Trust with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect the Trust's permitted or required uses and disclosures of PHI.
- (c) The health plan shall notify the Trust of any restriction to the use or disclosure of Protected Health Information that the health plan has agreed to or is required to abide by under 45 C.F.R. 164.522 to the extent that such restriction may affect the Trust's use or disclosure of protected health information.

5.) Permissible Requests by the health plan

The health plan shall not request the Trust to use or disclose Protected Health Information in any manner that would not be permissible under the Subpart E of 45 CFR Part 164 if done by the health plan.

6.) Term and Termination

- (a) Term. This Agreement shall be effective as of the date that it is executed by the Trust's and Member's authorized representatives, and shall continue as long as the Member is a participating governmental unit in the Trust. Thereafter the obligations created under this Agreement shall extend until all of the PHI provided by the Member's health plan to the Trust, or created or received by the Trust on behalf of the Member and its health plan, is returned to the Member's health plan or destroyed (or, with regard to PHI that is in the possession of Blue Cross Blue Shield of Massachusetts, is retained by Blue Cross in accordance with the Blue Cross records retention policies) or, if it is not feasible to return the PHI,

protections are extended to such information in accordance with section (c) below.

(b) Termination for Cause. The Trust authorizes termination of this Agreement by the health plan if the health plan determines that the Trust has violated a material term of this Agreement and the Trust has not cured the breach or ended the violation within a reasonable period. If the Trust does not cure the breach or end the violation within a reasonable period, the health plan may terminate this Agreement and the underlying contractual relationship (i.e. the health plan's participation in the Trust) as of the health plan's (and Member's) succeeding anniversary date of participation under the MIA Health Benefits Trust Agreement.

(c) Obligations of Trust Upon Termination.

Upon termination of this agreement for any reason, the Trust, with respect to protected health information received from the health plan, or created, maintained, or received by the Trust on behalf of the health plan shall:

- (1) Retain only that protected health information which is necessary for the Trust to continue its proper management and administration or to carry out its legal responsibilities;
- (2) Return to the health plan or destroy the remaining protected health information that the Trust still maintains in any form;
- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as the Trust retains the protected health information;
- (4) Not use or disclose the protected health information retained by the Trust other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Sections 2(f) and (g) which applied prior to termination; and
- (5) Return to covered entity or destroy the protected health information retained by the Trust when it is no longer needed by the Trust for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of the Trust under this Section shall survive the termination of this Agreement.

7.) Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Prior Agreement. This Agreement shall replace and supersede any prior HIPAA Business Associate Contract between the Trust, the Member and its health plan.
- (c) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Trust and

the health plan to comply with the requirements of the HIPAA Rules and any other applicable law.

- (d) Survival. The respective rights and obligations of the health plan and the Trust under Section 6(c) of this Agreement shall survive the termination of this Agreement.
- (e) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- (f) Nothing expressed or implied in this Agreement is intended to or shall be deemed to confer upon any person other than the Trust and the health plan (and their respective successors or assigns) any rights, remedies, obligations, or liabilities whatsoever.

WHEREFORE the parties have executed this agreement on the dates set forth, below.

For the MIA Health Benefits Trust

For the Town of: Middleborough
on behalf of itself and its health plan

DATE: _____

DATE: _____

Carver-Middleboro Cranberry Company
c/o Robert J. Mather, Esquire
P.O. Box 688
Middleboro, MA 02346
October 10, 20013

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

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

Planning Board
Bank Building
20 Centre Street – 2nd Floor
Middleboro, MA 02346

Conservation Commission
Bank Building
20 Centre Street – 2nd Floor
Middleboro, MA 02346

Department of Conservation and Recreation
251 Causeway Street, Suite 900
Boston, MA 02114-2104
Attention: Commissioner

RE: Notice of Intent to Sell for residential use a portion of
land which is or was taxed and classified as agricultural/
horticultural land under Chapter 61A of Massachusetts
General Laws.

Dear Sir or Madam:

The above entitled notice is being herewith provided to you pursuant to the applicable provisions of Section 14 of Chapter 61A of the Massachusetts General Laws.

The property in question is located on Wall Street and is a portion of the property shown as Map 45, Lot 6486 (formerly Map R-30, Lot 26) on the Middleborough Assessor's Map as set forth in an Agricultural or Horticultural Land Tax Lien recorded in Plymouth County Registry of Deeds in Book 12255, Page 218. The current owner of this property is Carver-Middleboro Cranberry Company, 190 Brook St., Plympton, MA 02367, Tel: 781-585-9920. A copy of the Lien is attached hereto for your reference. The portion of Lot 6486 that is in question is shown as Lot 1 on a plan of land entitled "Division of Land, Wall Street, Middleborough, MA, Prepared For Carver-Middleboro Cranberry Co. Inc.", which plan is recorded at the Plymouth County Registry

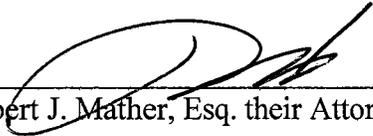
of Deeds in Plan Book 57, Page 1082. A copy of this plan is also attached for your reference. Please note that this plan is also attached to the Purchase and Sale Agreement as Exhibit "A", which means that you will have two copies of the plan.

This is notice to you of the intention of the owner to sell this land for residential use for the construction of a single family dwelling. This lot contains 80,194 ft square feet, more or less. A bona fide offer to purchase this land has been received in the amount of \$100,000.00. Enclosed please find a certified copy of the Purchase and Sale Agreement for your reference. As a result, the Town of Middleboro has a first refusal option to meet this offer to purchase the land.

Although your town is entitled to a one hundred twenty (120) day period to exercise its option to purchase this land for that same price, it would be greatly appreciated if the matter could be expedited sooner. Any notification to the undersigned owners that the option will not be exercised must be made in writing signed by the Board of Selectmen, and should be mailed to Carver-Middleboro Cranberry Company, c/o Robert J. Mather, Esquire, P.O. Box 688, Middleboro, MA 02346. Attorney Robert J. Mather is the duly authorized attorney for Carver-Middleboro Cranberry Company. I have prepared a form for you to use to release your option to purchase, if the Board should make that decision. You may, of course use your own form for this release. I am sending my form as a convenience only for you. If you have any questions, please do not hesitate to contact the undersigned.

Thank you.

Carver-Middleboro Cranberry Company

BY: 

Robert J. Mather, Esq. their Attorney

THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form A/H 2

Received & Recorded
PLYMOUTH COUNTY
REGISTRY OF DEEDS
01 OCT 1993 09:00AM
JOHN D. RIORDAN
REGISTER

MIDDLEBOROUGH
Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS
AGRICULTURAL OR HORTICULTURAL LAND TAX LIEN

The Board of Assessors of the ~~city~~/town of MIDDLEBOROUGH hereby state that it has accepted and approved the application of CARVER-MIDDLEBORO CRANBERRY CO., INC.

owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61A for the fiscal year ending June 30, 1994.

DESCRIPTION OF LAND

138.26 ACRES OF LAND LOCATED ON WALL & ROCKY MEADOW STREETS IN THE TOWN OF MIDDLEBOROUGH SHOWN AS LOT 26 ON ASSESSORS MAP R30 AND RECORDED IN BOOK 8560 PAGE 68. AT THE PLYMOUTH COUNTY REGISTRY OF DEEDS.

Statement made this SEP 02 1993 day of _____, 19 _____.

William L. Sukeforth 9/1/93
BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH ss.

September 2, 1993

Then personally appeared WILLIAM SUKEFORTH a member of the Board of Assessors of the ~~city~~/town of MIDDLEBOROUGH and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of MIDDLEBOROUGH before me,

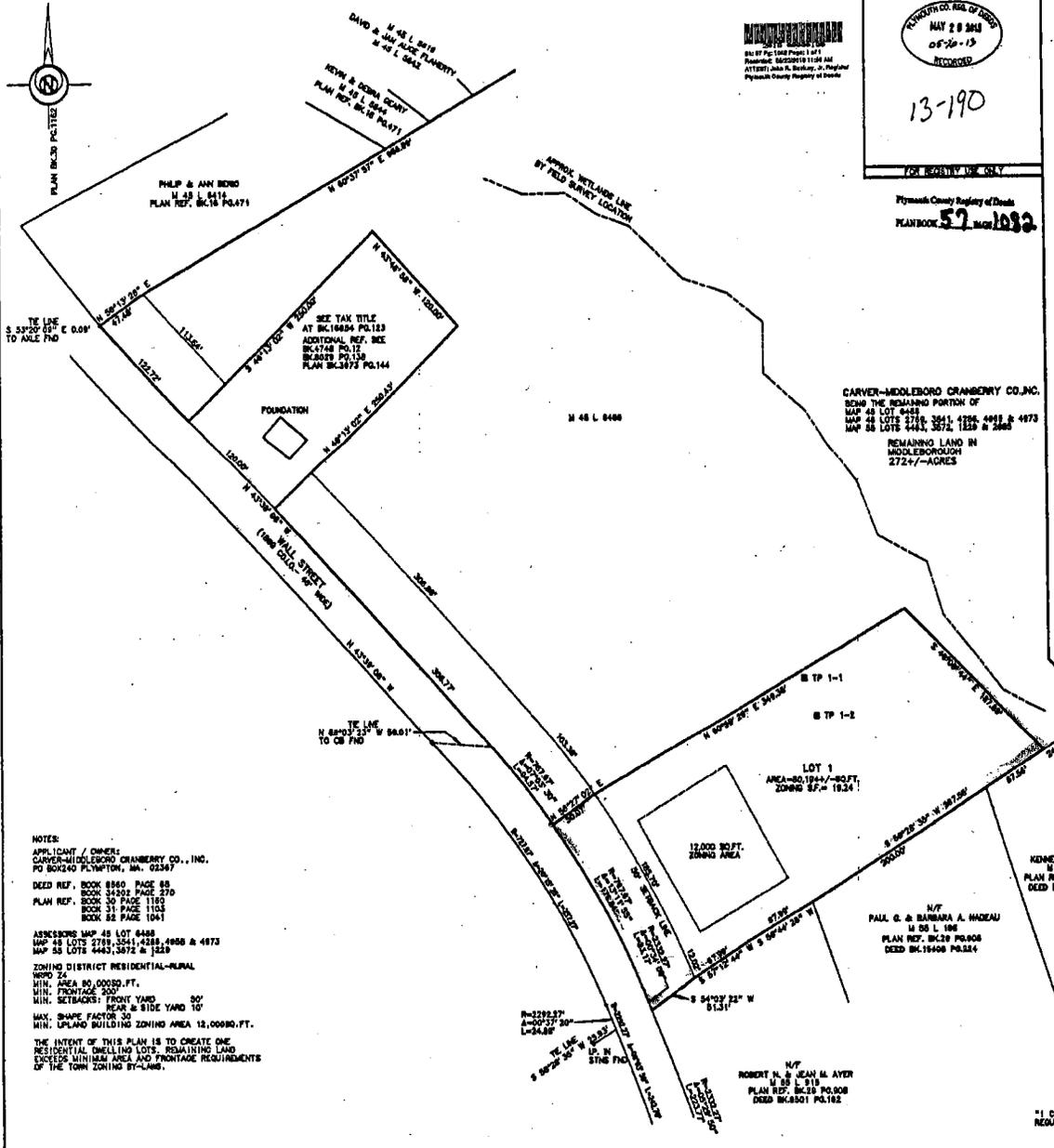
Sandra K. Bernier
Notary Public - State of Massachusetts

Sandra K. Bernier
4/19/97

_____, 19_____, at _____ o'clock and _____ minutes _____ M.

Received and entered with _____ Registry of Deeds
Registry District
Book _____, Page _____, Document No. _____ Certificate of Title No. _____

Attest: _____ Register



PLAT OF THE
2007
RECORDED
REGISTERED
ATTEST: John G. Sullivan, Jr., Register
Plymouth County Registry of Deeds

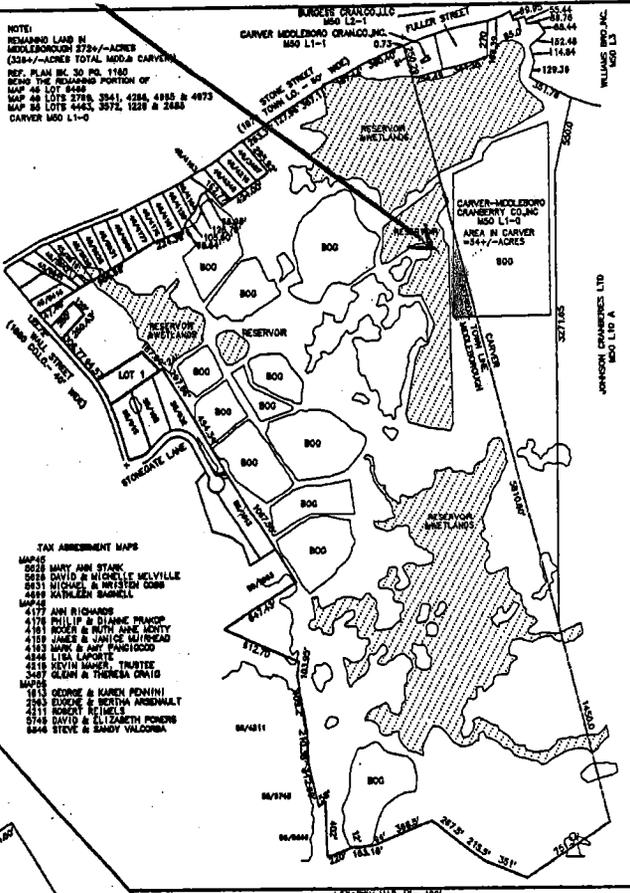
RECORD
MAY 28 2008
05:10:15
13-190

Plymouth County Registry of Deeds
PLANBOOK 57, PAGE 1082

CARVER-MIDDLEBORO CRANBERRY CO. INC.
REMAIND THE REMAINING PORTION OF
MAP 48 LOTS 4483
MAP 48 LOTS 2789, 3841, 4286, 4885 & 4973
MAP 58 LOTS 4483, 3872, 1228 & 2688
REMAINDING LAND IN
MIDDLEBOROUGH
272+-ACRES

NOTE:
REMAIND LAND IN
MIDDLEBOROUGH 272+-ACRES
(234+-ACRES TOTAL) WOLA CARVER
REF. PLAN BK. 30 PG. 1160
BEHIND THE REMAINING PORTION OF
MAP 48 LOT 8488
MAP 48 LOTS 2789, 3841, 4286, 4885 & 4973
MAP 58 LOTS 4483, 3872, 1228 & 2688
CARVER M50 L1-0

- TAX ASSESSMENT MAPS
- MAP 48
0288 MARY ANN STARK
0288 DAVID & NICHELLE MELVILLE
0288 MICHAEL & KRISTEN COBB
4888 KATHLEEN BARNELL
4888
- MAP 49
4177 ARI RICHARDS
4178 PHILIP & DIANNE FRANK
4179 ROSE & WYNN ANNE MCINTY
4159 JAMES & JANICE MURPHY
4160 MARK & NAT FANGCICCO
4886 LISA LAPORTE
4887 KEVIN MAHER, TRUSTEE
3487 GLENN & THERESA CRAIG
- MAP 58
3613 GEORGE & KAREN PENNINI
3261 EDWINE & BERTHA ARDENWALT
3211 ROBERT F. KELLY
3248 DAVID & ELIZABETH POWERS
3246 STEVE & SANDY VALCONIA



NOTES:

APPLICANT / OWNER:
CARVER-MIDDLEBORO CRANBERRY CO., INC.
PO BOX 240 PLYMOUTH, MA 02867

DEED REF. BOOK 8860 PAGE 88
BOOK 34302 PAGE 270

PLAN REF. BOOK 30 PAGE 1160
BOOK 31 PAGE 1103
BOOK 82 PAGE 1041

ASSESSORS MAP 48 LOT 8488
MAP 48 LOTS 2789, 3841, 4286, 4885 & 4973
MAP 58 LOTS 4483, 3872 & 1228

ZONING DISTRICT RESIDENTIAL-RURAL
WORD 24
MIN. AREA 80,000 SQ. FT.
MIN. FRONTAGE 300'
MIN. SETBACKS: FRONT YARD 30'
REAR & SIDE YARD 10'
MAX. SHAPE FACTOR 30
MIN. UPLAND BUILDING ZONING AREA 12,000 SQ. FT.

THE INTENT OF THIS PLAN IS TO CREATE ONE RESIDENTIAL DWELLING LOT. REMAINING LAND EXCEEDS MINIMUM AREA AND FRONTAGE REQUIREMENTS OF THE TOWN ZONING BY-LAWS.

ROBERT M. & JEAN M. AYER
PLAN REF. BK. 28 PG. 808
DEED BK. 8501 PG. 182

N/P
PAUL G. & BARBARA A. HADZAU
M 58 L 1-08
PLAN REF. BK. 28 PG. 808
DEED BK. 15408 PG. 264

N/P
KONETH R. EDC. JR.
M 58 L 532
PLAN REF. BK. 28 PG. 808
DEED BK. 27878 PG. 158

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

William O. Hassan

DATE: April 10, 2007

MIDDLEBOROUGH PLANNING BOARD

"THE MIDDLEBOROUGH PLANNING BOARD'S ENDORSEMENT MAKES NO DETERMINATION AS TO COMPLIANCE WITH ZONING BY-LAWS."

"I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS."
Glenn D. Nunn
GLENN D. NUNN, P.L.L.C. #1408 DATE: _____

0 50 100 200

DATE	MARCH 23, 2007	DATE	APR 10, 2007	DATE	APR 10, 2007
APPROVED BY:		APPROVED BY:		APPROVED BY:	
DATE	MARCH 23, 2007	DATE	APR 10, 2007	DATE	APR 10, 2007
CHANGED BY:		CHANGED BY:		CHANGED BY:	
JOB NO.	05-1334	JOB NO.	05-1334	JOB NO.	05-1334
SCALE:	1" = 30'	SCALE:	1" = 30'	SCALE:	1" = 30'



APPROVED BY: _____

G.A.F. ENGINEERING, INC.
PROFESSIONAL ENGINEERS & LAND SURVEYORS
288 MAIN STREET WARDHAM, MA 02871
TEL: (508) 255-6600 FAX: (508) 255-6604
E-MAIL: gaf@gafe.com

DIVISION OF LAND
WALL STREET
MIDDLEBOROUGH, MA
PREPARED FOR
CARVER-MIDDLEBORO CRANBERRY CO. INC.

JOB NO.: 05-1334

None of this

13-190



MASSACHUSETTS ASSOCIATION OF REALTORS

STANDARD LAND PURCHASE AND SALE AGREEMENT [#505] (With Contingencies)

The parties make this Agreement this 11th day of June, 2013. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties: Carver-Middleboro Cranberry Company [insert name], the "SELLER," agrees to sell and Taylor and Diana Craig [insert name], the

"BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of land containing approximately acres, more or less, described as 1 Wall Street, Middleboro, MA 02346, which property is shown as Lot 1 on a plan entitled Division of Land Wall Street, Middleborough, MA dated March 23, 2007 and recorded at the Plymouth Registry in Plan Book 57, Page 1082 as more specifically described in a deed recorded in the Plymouth County Registry of Deeds at Book 8560, Page 68, [Certificate No.], a copy of which is [] is [X] is not [choose one] attached.

3. Purchase Price: The purchase price for the Premises is \$ 100,000.00 dollars of which \$ were paid as a deposit with Contract To Purchase; and \$ 5,000.00 are paid with this Agreement; and \$ 95,000.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire. \$ 100,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Options 153 Mullen & Partners, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

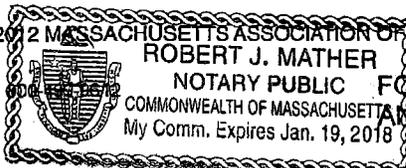
5. Time For Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10:00 o'clock m. on the 30th day of August, 2013, at the Plymouth County Registry of Deeds, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day

7C BUYER'S Initials DC BUYER'S Initials

Jm. SELLER'S Initials SELLER'S Initials

MASSFORMS Statewide Standard Real Estate Forms

© 1999, 2000, 2002, 2012



THIS IS TO CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND EXACT COPY OF THE ORIGINAL.

Form generated by: TrueForms from REVEAL SYSTEMS, Inc.

Form No. 505

10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of Five Hundred dollars (\$ 500.00) to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

12. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

13. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of Five thousand dollars (\$ 5,000.00) for professional services shall be paid by the SELLER to Options 153 Mullen & Partners, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that n/a, [insert name] a real estate agent, is seeking a fee from n/a [name of listing broker, seller or buyer, if applicable] for services rendered as a seller's subagent buyer's agent [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

7C BUYER'S Initials DL BUYER'S Initials

[Signature] SELLER'S Initials SELLER'S Initials



14. **Buyer's Default.** If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. **Buyer's Financing.** (*Delete If Waived*) The BUYER'S obligation to purchase is conditioned upon obtaining mortgage financing in the amount of \$ 300,000.00 at prevailing rates and terms by August 2, 2013. If, despite reasonable efforts, the BUYER has been unable to obtain such financing the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by May 30, 2013 and acted reasonably promptly in providing any additional information requested by the mortgage lender.

16. **Tests/Survey.** (*Delete If Waived*) The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost within 14 days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such test(s), inspection(s) and survey or to so terminate, the SELLER and the listing broker are each released from claims relating to the size suitability or condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

17. **Warranties And Representations.** The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent
"none"

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

18. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the

7C DE
BUYER'S Initials BUYER'S Initials

[Signature]
SELLER'S Initials SELLER'S Initials



overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER: Taylor & Diane Craig
107 Rocky Meadow Street
Middleboro, MA 02346

SELLER: Carver-Middleboro Cranberry Co.
John Norri
190 Brook Street
Plympton, MA 02367

19. **Counterparts / Electronic Delivery / Construction Of Agreement.** All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

20. **Additional Provisions.**

See Addendum "A" attached hereto and made a part hereof.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

Taylor Craig 6/12/13 BUYER Taylor Craig Date
John Norri 6/13/13 SELLER Carver-Middleboro Cranberry Co. Date

Diane Craig 6/12/13 BUYER Diana Craig Date
 SELLER, or spouse Date

BUYER Date SELLER Date

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

TC DC 5 Date
 BUYER'S Initials BUYER'S Initials
John Norri SELLER'S Initials SELLER'S Initials

ADDENDUM A

PURCHASE & SALE AGREEMENT

1 Wall Street, Middleboro, Massachusetts 02346

1. Sale is subject to land being released from Chapter 61A by the Town of Middleboro. Seller agrees to apply to the Town of Middleboro to diligently pursue obtaining such release. However, Seller shall not make application to the Town of Middleboro until such time as the Buyer has informed the Seller in writing that buyer has obtained a firm commitment for mortgage financing as set forth in Paragraph 15 of the Purchase and Sale Agreement. In the event that at the time called for herein for closing, the Town of Middleboro has not yet rendered its decision in regard to the release of the property, then the closing hereunder shall be continued until that day which is five business days after the Town has released the property from Chapter 61A. In the event that the Town shall exercise its right to purchase the property, then this agreement shall be void and any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
2. Sale is subject to Buyer(s) obtaining a building permit for a 4 bedroom house from the Town of Middleboro. If Buyer(s) are unable to receive said Permit, despite having used diligent efforts to do so, said Agreement shall be null and void and all deposit monies will be returned to Buyer. Seller shall cooperate in this permitting process but shall not be required to expend funds.
3. Sale is subject to Seller obtaining a partial release from lender of the property to be conveyed from the existing mortgage. In the event that the Seller's lender is unwilling to release this property from the mortgage, then this Agreement shall be null and void and all deposit monies will be returned to Buyer.
4. Seller agrees that Buyer may use earth fill from the pile of fill containing approximately 1,500 cubic yards located on the adjoining cranberry bog property owned by the Seller, and which earth pile is located approximately as shown on the plan attached hereto as Exhibit "A" in the area highlighted in yellow. Buyer shall be responsible to haul the earth to the premises. Access to the earth pile is over a bog access road located on Fuller Street in Carver, Massachusetts. Buyer shall have 30 days from the date of sale to remove whatever fill from the pile that is desired. Prior to entering onto Seller's property Buyer shall provide at least 48 hours notice to Seller of the intention to enter onto the property and remove the fill.
5. With regard to this Agreement, and any extension to the Agreement or any contingencies included in the Agreement, facsimile signatures shall have the same effect as original signatures. The Attorneys, after consultation with clients, shall have the authority to agree to extend any provision by written agreement sent via facsimile.

DC 7c



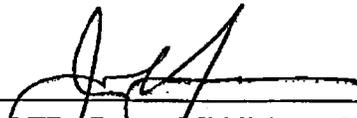
6. All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, or sent via facsimile, or delivered, addressed as follows:

If to BUYER:

Elliott T. Ralton, Esq.
Ralton Law Group, P.C.
89 Main Street
Bridgewater, MA 02324
Telephone: 508-697-1445

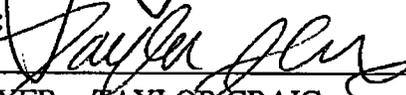
If to SELLER:

Robert James Mather, Esq.
Robert James Mather & Associates
98 East Grove Street, P.O. Box 688
Middleboro, MA 02346
Telephone: 508-946-0066



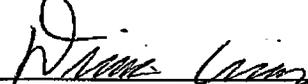
SELLER: Carver Middleboro Cranberry Co.

Dated: 6/13/13

BY:  6/12/13

BUYER: TAYLOR CRAIG

Dated: 6/12/13

 6/12/13

BUYER: DIANA CRAIG

Dated: _____

DL 7C



Town of Middleborough

Massachusetts

PLANNING DIRECTOR
Ruth McCawley Geoffroy

Planning Board

Telephone (508) 946-2425
Fax (508) 946-1991

October 22, 2013

Board of Selectmen
Town Office Building
20 Center Street, Third Floor
Middleborough, MA 02346

Re: Carver-Middleborough Cranberry Company, Wall Street,
Assessors Map 45, Lot 6486

Honorable Board:

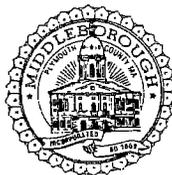
The Planning Board voted at their meeting of October 22, 2013, to recommend that the Town not exercise the Chapter 61A Agricultural Tax Program Option for the above referenced Carver-Middleborough Cranberry Company property located on Wall Street. The 61A Notice was sent to the Town Boards dated October 10, 2013.

If you have any questions, or wish to discuss this further, please do not hesitate to contact me.

Sincerely,

Michael J. Labonte
Chairman, for the
Planning Board

CC: Conservation Commission
Board of Assessors



Town of Middleborough

CONSERVATION COMMISSION

October 22, 2013

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

RE: Town's Option to Buy Chapter 61A Land – Wall Street, M45, L6486
Carver-Middleboro Cranberry Company

Honorable Board:

The Conservation Commission discussed the above-mentioned property at their October 17, 2013 meeting under communications and decided that they were not interested in pursuing the acquisition of this parcel for open space. This parcel is also not included in the current Open Space & Recreation Plan for priority protection. The Commission therefore recommends that the Town *not* exercise the Chapter 61/61A Tax Program Option for the properties.

If you have questions regarding this matter don't hesitate to contact the Conservation Department at 508-946-2406.

Best regards,

Patricia J. Cassidy, Agent
For the Middleborough Conservation Commission

CC: Planning Board
Board of Assessors
Agricultural Commission



Assessor's Office

10 Nickerson Avenue
Middleborough, Massachusetts 02346

Telephone (508) 946-2410

Fax (508) 946-4430

October 16, 2013

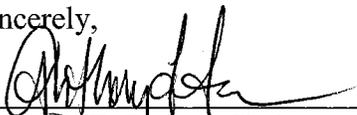
Board of Selectmen
10 Nickerson Avenue
Middleboro, MA 02346

Honorable Members,

We are writing in regard to the Notice of Intent to sell or convert a portion of land classified under Chapter 61A which was sent to us by Attorney Robert J. Mather. Attorney Mather represents Carver-Middleboro Cranberry Company who is the current owner of the property located on Wall Street in Middleboro known as Map 045 Lot 6486 and formerly known as Map R30 Lot 26.

The Board of Assessors has no objection to the removal of this land from Chapter 61A Agricultural/Horticultural classification.

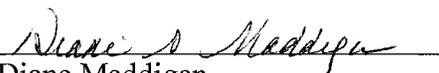
Sincerely,



Anthony F. Freitas, Chairman



Paula Burdick



Diane Maddigan
Middleborough Board of Assessors

AF/jc

CRANBERRY CAPITAL
OF THE WORLD



Phone: 508-946-2405

Fax: 508-946-0058

Town of Middleborough

Massachusetts

Board of Selectmen

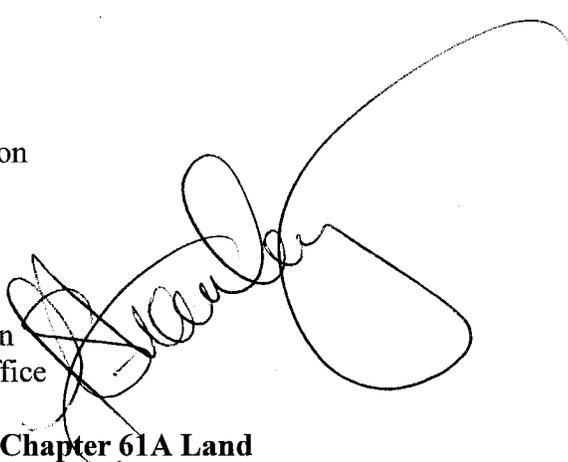
MEMORANDUM

TO: Assessor's Office
Conservation Commission
Planning Board
Park Department
Zoning Board
Historical Commission
Agricultural Commission

FROM: Board of Selectmen's office

DATE: October 16, 2013

RE: **Town's Option to Buy Chapter 61A Land**
Wall Street, M045, L6486



The Board of Selectmen's office has received notice that Carver-Middleboro Cranberry Company has signed a Purchase & Sale Agreement for the property located on Wall Street, Assessors Map 045, Lot 6486. This property contains 80,194 square feet of land, more or less.

As most of you have already received this notice directly from Attorney Mather, please submit written comments to the Selectmen's office by **Friday, October 25, 2013**, if possible. Otherwise, please provide comments no later than **Friday, November 1, 2013**.

Thank you.

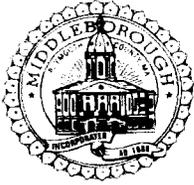
Attachments

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates
Chief of Police

October 30, 2013

Board of Selectmen
Town Hall
Middleborough MA 02346

RE: Sergeant Promotion

Honorable Board,

Due to the recent retirement of Sergeant Mackiewicz there is a need to fill his position to cover supervisor shifts.

Police Officer Todd K. Bazarewsky is ranked number one on the civil service promotional requisition #00574 (see attachment). Officer Bazarewsky is a 20 year veteran and should do a credible job as a Sergeant.

I would recommend the Board vote to promote Officer Bazarewsky to Sergeant, effective November 10, 2013, and to authorize the Chairman to sign the promotional certification form.

Respectfully Submitted,

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

Bruce Gates,
Chief of Police

C/c Charles Cristello

Requisition #	00574	Job Type	
Requisition Title	PSgt1YP	Vacancies	
Working Title	Police Sergeant	HR Analyst	Civil Service, HRD
Department	Middleborough Police Department	HR Analyst Phone	617-727-3777
Division		HR Liaison	Civil Service, HRD
Positions		HR Liaison Phone	617-878-9700

Comments: 04/07/13 [H. Civil Service]: If, on 04/07/15, there is not an eligible list scheduled to be established and replace an existing eligible list, the Department's existing eligible list will be extended for a period of time, but will not exceed three years from the first day of the month the exam was held, in accordance with our revocation policy.

Referral Code	List Name	User	Date	Total Candidates	Total Referred
000001	121027PSgt1YP Eligibe List	Civil Service, HRD	04/10/13 06:50 PM	126	2

Referred Rank	Name	Signature	Elig List Type	Elig Exp Date
1	Bazarewsky, Todd K		Promotional	04/07/15
2	Trask, Gregory E		Promotional	04/07/15

CERTIFICATION AND REPORT SUPPLEMENT

MIDDLEBOROUGH
AGENCY OR MUNICIPALITY

DEPARTMENTAL PROMOTIONAL LIST

00574
CERTIFICATION NUMBER

POLICE
DEPARTMENT

04/10/13
CERTIFICATION DATE

THIS FORM MUST BE COMPLETED AND RETAINED WITH THE CERTIFICATION.

Please enter on this form the name(s) of all individuals on the certification who indicated willingness to accept the appointment, regardless of your intention to appoint or not to appoint. The name(s) must be listed in the exact order in which they appear on the certification. This form should be retained with the original signed certification by the Appointing Authority and available to the Human Resources Division for audit purposes.

NAME OF CANDIDATE	SELECTED	NOT SELECTED
1. BAZAREWSKY, TODD K	<input type="checkbox"/>	<input type="checkbox"/>
2. TRASK, GREGORY E	<input type="checkbox"/>	<input type="checkbox"/>
3. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your first appointment must be made from among the above names. (1-3 inclusive)		
4. _____	<input type="checkbox"/>	<input type="checkbox"/>
5. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your second appointment must be made from among the above names. (1-5 inclusive)		
6. _____	<input type="checkbox"/>	<input type="checkbox"/>
7. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your third appointment must be made from among the above names. (1-7 inclusive)		
8. _____	<input type="checkbox"/>	<input type="checkbox"/>
9. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your fourth appointment must be made from among the above names. (1-9 inclusive)		
10. _____	<input type="checkbox"/>	<input type="checkbox"/>
11. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your fifth appointment must be made from among the above names. (1-11 inclusive)		
12. _____	<input type="checkbox"/>	<input type="checkbox"/>
13. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your sixth appointment must be made from among the above names. (1-13 inclusive)		
14. _____	<input type="checkbox"/>	<input type="checkbox"/>
15. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your seventh appointment must be made from among the above names. (1-15 inclusive)		
16. _____	<input type="checkbox"/>	<input type="checkbox"/>
17. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your eighth appointment must be made from among the above names. (1-17 inclusive)		
18. _____	<input type="checkbox"/>	<input type="checkbox"/>
19. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your ninth appointment must be made from among the above names. (1-19 inclusive)		
20. _____	<input type="checkbox"/>	<input type="checkbox"/>
21. _____	<input type="checkbox"/>	<input type="checkbox"/>
Your tenth appointment must be made from among the above names. (1-21 inclusive)		

Signature of Appointing Authority
Stephen J. McKinnon, Chairman, Board of Selectmen

Date

	REPORT ON CERTIFICATION DECLINE WILLING TO APPT ACCEPT APPT.
<Insert Name>	SIGNATURE OF APPLICANT <>

	REPORT ON CERTIFICATION DECLINE WILLING TO APPT ACCEPT APPT.
<Insert Name>	SIGNATURE OF APPLICANT <>

	REPORT ON CERTIFICATION DECLINE WILLING TO APPT ACCEPT APPT.
<Insert Name>	SIGNATURE OF APPLICANT <>

	REPORT ON CERTIFICATION DECLINE WILLING TO APPT ACCEPT APPT.
<Insert Name>	SIGNATURE OF APPLICANT <>

	REPORT ON CERTIFICATION DECLINE WILLING TO APPT ACCEPT APPT.
<Insert Name>	SIGNATURE OF APPLICANT <>

Signature of Appointing Authority: _____

Please Type or Print: STEPHEN J. McKINNON
NAME

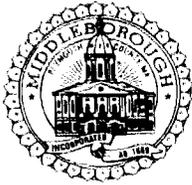
Please Type or Print: CHAIRMAN, BOARD OF
SELECTMEN
TITLE

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates
Chief of Police

October 30, 2013

Board of Selectmen
Town Hall
Middleborough MA 02346

RE: Civil Service Requisition

Honorable Board,

This is a request to have the Board vote to requisition a civil service list to start the hiring process for three Police Officers.

These three positions would fill an existing opening, an anticipated retirement in January 2014 and the position that is funded by the School Department. The tentative academy start date is April 2014 and the academy director has advised that it will be filled based on the date of applications.

As I have advised the Board previously the hiring and training process for new Police Officers is a year long process. Civil service requisition, background investigations, interviews, psychological and physical testing must all be completed before we can even apply to have an officer enter the academy. It is critical we start the process now even though they would not go on the payroll until spring 2014.

These entry level positions should be able to be funded within our current budget for the remainder of FY2014 due to the retirements of two superior officers.

Respectfully Submitted,

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

Bruce D. Gates,
Chief of Police

C/c Charles Cristello

October 4, 2013

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
Designer Invoice #2: August 2013**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce for services provided in August 2013.

Environmental Partners has reviewed the invoice and the progress on the tasks during this period. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown.

Environmental Partners recommends that the invoice be paid in full.

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

ENVIRONMENTAL PARTNERS GROUP, INC.


Paul C. Millett, P.E.
Project Manager

Attachments:

WP Invoice August 2013. #90409



Water
Wastewater
Infrastructure

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

Invoice #: 90409
Project: 12760
Phase: A
Project Name: Middleborough, MA WPCF Upgrade
Invoice Date: Sep-13-2013

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Jul-27-2013 To Aug-30-2013

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

Total Project Fee Authorized	409,046.00
Percent Complete as of 8/30/2013	<u>19.00</u>
Fee Earned To Date	77,718.74
Less Previous Billings	37,300.00
Amount Due this Invoice	<u><u>40,418.74</u></u>

BILLING RECAP

Previous Billings	37,300.00
Current Billing Amount	40,418.74
Fee Earned To Date	<u>77,718.74</u>
Amount Received	0.00
Balance Due	<u><u>77,718.74</u></u>

Invoices are due upon receipt. If not paid by Oct-13-2013, 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 A)
Work Progress by Task
Period: July 27 through Aug 30, 2013

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments on Work Performed
1.0 SCHEMATIC DESIGN PHASE		409,046	10%	40,419	19.0	77,718	
1.A.1	Meetings		0%	-	50%	-	
1.A.2	Confirm Site Layout and Access Road		0%	-	10%	-	
1.A.3	Confirm Layout of all Site Utilities		5%	-	25%	-	
1.A.4	Prepare Preliminary layout of 5-stage Bardenpho		0%	-	50%	-	
1.A.5	Evaluate Option 2 - Converting Primary Clarifiers		40%	-	90%	-	
1.A.6	Complete Building Code Review		0%	-	10%	-	
1.A.7	Confirm Preliminary Room Sizes and Architectural them for buildings		0%	-	25%	-	
1.A.8	Prepare revised building layouts (hand sketches, sections, elev, equipment layouts) for 1,500 sq. ft building		0%	-	10%	-	
1.A.9	Complete selection and size of all major process equipment (screenings, grit removal, clarifiers, aeration basins, filters, disinfection, sludge handling, odor control, etc.)		10%	-	30%	-	
1.A.10	Prepare Process Control narratives		0%	-	0%	-	
1.A.11	Confirm building ventilation and A.C. requirements		0%	-	0%	-	
1.A.12	Confirm building H.V.A.C. and fire protection/ sprinkler requirements		0%	-	0%	-	
1.A.13	Determine facility potable water, non-potable water concepts		0%	-	0%	-	
1.A.14	Confirm Building and Facility Structural requirements		0%	-	0%	-	
1.A.15	Develop P&ID for each treatment process		0%	-	0%	-	
1.A.16	Prepare a facility SCADA system schematic		0%	-	0%	-	
1.A.17	Confirm Preliminary Electrical Loads and Voltages and modify one-line diagram		0%	-	0%	-	
1.A.18	Prepare a Security Plan		0%	-	0%	-	
1.A.19	Prepare a Conceptual Plan for Radio & Telephone		0%	-	0%	-	
1.A.20	Prepare an Estimate of Probably Construction Cost		0%	-	0%	-	
1.A.21	Prepare a Schematic Design Report (Conceptual Design Report)		25%	-	25%	-	
1.A.22	Attend one two-day value engineering workshop with OPM		0%	-	0%	-	
1.A.23	Attend one day workshop with Client and OPM		0%	-	0%	-	
1.A.24	Revised the Schematic Design Report based on workshop		0%	-	0%	-	
Total:		409,046	10%	40,419	19%	77,718	<i>Wright-Pierce 30-Aug-2013</i>

September 17, 2013
W-P Project No. 12760

Mr. Paul C. Millett
Environmental Partner's Group
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 2013 Invoices

Dear Paul:

Please find the attached summary of progress completion and accompanying invoices for engineering services completed through August 2013 related to the Middleborough WPCF Upgrade. A brief summary of the work completed for each of the three phases is summarized below:

Middleborough WPCF Upgrade – Wright Pierce Project #12760 Phase A

- Task 1.A.3. – Site Utilities
 - Continued to confirm evaluate/investigate site utilities

- Task 1.A.5 – Option 2 – Converting Primary Clarifiers
 - Evaluated Option #2 as outlined in the January 2013 WPCF Upgrades Draft Preliminary report, which recommended converting the existing primary clarifiers to secondary clarifiers.
 - Performed a hydraulic analysis to determine if Option #2 was feasible.
 - Developed information and additional details of the evaluation to be included in the Conceptual Design Memorandum.

- Task 1.A.8. – Complete Selection and Size of all Major Process Equipment
 - During this period we evaluated the future use and cost to rehabilitate the existing sand filter building. The details of our evaluation are presented in our conceptual design memorandum.



- Evaluated the size and locations for the new chemical feed systems (ferric, sodium hypochlorite, sodium bisulfite). The details of this evaluation are presented in our conceptual design memorandum.
- Evaluated the size and locations for new sludge dewatering equipment including the rotary screw press, rotary drum press and belt filter presses. The details of our evaluation are presented in the conceptual design memorandum.
- Task 1.A.21. – Prepare Schematic Design Report
 - Prepared a Conceptual Design Report to transmit to the Town/OPM our conceptual ideas and recommendations for moving forward, following our conceptual level review of the January 2013 WPCF Upgrades Draft Preliminary Report.

Middleborough WPCF Pilot Testing – Wright Pierce Project #12760 Phase D

- Task 3.A. – Pilot Testing
 - Meetings – Conducted multiple meetings with plant staff to review the pilot testing set-up and protocol.
 - Pilot Testing Protocol – Developed a Pilot Testing Protocol to outline daily pilot testing operations and sampling procedures for manufacturers.
 - Reviewed the final Pilot Testing Protocol in advance with the manufacturers and WPCF staff.
 - Coordinated contracts and other logistics with three disc filter manufacturers to ensure each pilot testing unit would arrive in time for the pilot testing schedule.
 - Performed daily site visits during two-week pilot testing study.
 - Reviewed pilot testing data and performance.
 - Developed a technical memorandum to summarize the pilot testing data.

Middleborough WPCF Wastewater Characterization Study – Wright Pierce Project #12760 Phase E

- Task 3.B. – Wastewater Characterization Study
 - Developed additional sampling protocol in order to obtain additional plant data to help determine the specific wastewater characteristics for process modeling, etc.
 - Coordinate the additional sampling locations with plant staff and set up sampling protocol which included delivery to the laboratory.
 - Collected all laboratory data and compiled into a spreadsheet for further analysis.

We appreciate the opportunity to work with EPG and 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

OCT

October 4, 2013

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
Pilot Testing Invoice #2: August 2013**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce for services provided in August 2013.

Environmental Partners has reviewed the invoice and the progress on the tasks during this period. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown.

Environmental Partners recommends that the invoice be paid in full.

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

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul C. Millett, P.E.
Project Manager

Attachments:

WP Invoice August 2013. #90410



Water
Wastewater
Infrastructure

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

Invoice # : 90410
Project : 12760
Phase : D
Project Name : Middleborough, MA WPCF Upgrade
Invoice Date : Sep-13-2013

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Jul-27-2013 To Aug-30-2013

RELATED TO: Pilot Testing

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	114,306.00
Percent Complete as of 8/30/2013	<u>45.00</u>
Fee Earned To Date	51,437.70
Less Previous Billings	11,430.60
Amount Due this Invoice	<u><u>40,007.10</u></u>

BILLING RECAP

Previous Billings	11,430.60
Current Billing Amount	40,007.10
Fee Earned To Date	<u>51,437.70</u>
Amount Received	0.00
Balance Due	<u><u>51,437.70</u></u>

Invoices are due upon receipt. If not paid by Oct-13-2013, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) - Pilot Testing Services

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

Work Progress by Task

Period: July 27 through August 30, 2013

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments
3.A PILOT TESTING SERVICES		\$114,306	35%	\$ 40,007	45%	\$ 51,437	
3.A.1	Conduct meetings with plant staff		40%	-	90%	-	
3.A.2	Develop Pilot Testing Protocol		75%	-	100%	-	
3.A.3	Coordinate with three disc manufacturers		40%	-	90%	-	
3.A.4	Work with WPCF staff to identify location. Plant staff to assist with set-up of pilot units.		50%	-	100%	-	
3.A.5	Coordinate with plant staff to provide coagulant (Ferric Chloride)		50%	-	100%	-	
3.A.6	Perform Periodic Site Visits During Pilot Testing		100%	-	100%	-	
3.A.7	Review Pilot Test Data and Performance Reports		50%	-	50%	-	
3.A.8	Develop a Technical Memorandum to summarize the pilot testing		25%	-	25%	-	
Total:		\$ 114,306	35%	\$ 40,007	45%	\$ 51,437	<i>Wright-Pierce 30-Aug-2013</i>

October 4, 2013

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
Wastewater Characterizations Invoice #2: August 2013**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce for services provided in August 2013.

Environmental Partners has reviewed the invoice and the progress on the tasks during this period. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown.

Environmental Partners recommends that the invoice be paid in full.

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

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul C. Millett, P.E.
Project Manager

Attachments:

WP Invoice August 2013. #90411



Water
Wastewater
Infrastructure

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

Invoice #: 90411
Project: 12760
Phase: E
Project Name: Middleborough, MA WPCF Upgrade
Invoice Date: Sep-13-2013

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Jul-27-2013 To Aug-30-2013

RELATED TO: Wastewater Characterizations

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	24,412.00
Percent Complete as of 8/30/2013	<u>100.00</u>
Fee Earned To Date	24,412.00
Less Previous Billings	20,750.20
Amount Due this Invoice	<u><u>3,661.80</u></u>

BILLING RECAP

Previous Billings	20,750.20
Current Billing Amount	3,661.80
Fee Earned To Date	<u>24,412.00</u>
Amount Received	0.00
Balance Due	<u><u>24,412.00</u></u>

Invoices are due upon receipt. If not paid by Oct-13-2013, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) - Wastewater Characterization Study

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

Work Progress by Task

Period: July 27 through August 30, 2013

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments
3.B	Wastewater Characterization Study	24,412	15%	3,661	100%	24,412	
3.B.1	Develop Sampling Protocols		50%	-	100%	-	
	Coordinate with plant staff for the collection of samples and lab						
3.B.2	delivery		90%	-	100%	-	
3.B.3	Contract with laboratory to provide sampling analysis		80%	-	100%	-	
3.B.4	Analysis of the sampling data		50%	-	100%	-	
Total:		24,412	15%	3,661	100%	24,412	<i>Wright-Pierce 30-Aug-2013</i>