NEW BUSINESS

12-10-12

12/10/12

Selectmen:

Please vote to renew the attached 2013 Liquor licenses, as presented, subject to receipt of any outstanding taxes & municipal fees, and the receipt of the certificate required by Chapter 304 of the Acts of 2004, signed by the Building Commissioner and the Fire Chief.

Thank you.

Jackie

LIQUOR LICENSES 2013

ISSUED TO	ADDRESS	TYPE OF LICENSE	Taxes Owed/ Municipal Charges
Buddy's Pizza Pub, Inc.	547 W. Grove Street	Restaurant - All Alcohol	NO
d.b.a. Buddy's Pizza Pub			
Christopher Mastrangelo, Manager			
Role Enterprises, Inc.	254 Center Street	Restaurant - All Alcohol	NO
d.b.a. The Central Café			
Michael Parsons, Manager			
The Cabin, Inc.	114 East Grove Street	Restaurant - All Alcohol	NO
d.b.a. The Cabin			
Todd Reimels, Manager			
Tiki Buddha, Inc.	10 Merchants Way, Suite 1	Restaurant - All Alcohol	NO
d.b.a. Tiki Buddha Restaurant			
Peter Wan Bun Wong, Manager			
Center Avenue, LLC	160 Center Ave.	Restaurant - All Alcohol	NO
d.b.a. Center Ave. Café			
Shawn A. Lemmo, Manager			
Stoney's Restaurant, Inc.	456 West Grove Street	Restaurant - All Alcohol	NO
d.b.a. Stoney's Pub			
Catherine M. Urolatis, Manager			
LittleJohn's Restaurant	360 Wareham Street	Restaurant - All Alcohol	YES
d.b.a. Shooter's Steakhouse & Sports Bar			
John Hoban, Manager			
Lands End Enterprises, Inc.	444 Centre Street	Restaurant - Wine & Malt	YES
d.b.a. Farrars Flat Iron Café			
Deborah Locke, Manager			
Cape Donuts Plus, Inc.	194 East Grove Street	Restaurant - Wine & Malt	NO
d.b.a. Apazidis Family Restaurant			
Ioannis Apazidis, Manager			

LIQUOR LICENSES 2013

ISSUED TO	ADDRESS	TYPE OF LICENSE	Taxes Owed/ Municipal Charges
Middleborough Lodge 1274 Of	24 High Street	Club - All Alcohol	NO
d.b.a. BPOE of USA Building Assn.			
Clifford M. Lefebvre, Manager			
Wankinquoah Rod and Gun Club, Inc.	110 Pine Street (P.O. Box 307)	Club - All Alcohol	NO
Eugene Femino, Manager			
Mitchell Memorial Club, Inc.	29 Elm Street	Club - All Alcohol	NO
Robert Monroe, Manager			
Christopher Building Association	262 W. Grove Street	Club - All Alcohol	NO
Robert E. Brady, Manager			
John J. Glass, Jr. Post 2188, VFW	12 Station Street	Veterans' Club - All Alcohol	NO
Roger L. Card, Jr., Manager			
Thomastowne LLC	58 E. Grove Street	Restaurant - All Alcohol	NO
d.b.a. The Riverside			
Gid A. Fisher, Manager			
DesRosiers, Inc.	9 Station Street (P.O. Box 589)	Restaurant - All Alcohol	NO
d.b.a. The Hideaway Restaurant			
Damon DesRosiers, Manager			
Middleboro Restaurants, Inc.	30 Bedford St. (Rtes. 18 & 44)	Restaurant - All Alcohol	NO
d.b.a. Fireside Grille			
Tracy Greene, Manager			
Lorenzo's Italian Restaurant & Lounge, Inc.	500 West Grove Street	Restaurant - All Alcohol	NO
Angela Maffeo, Manager			
H.T.F., Inc.	407 West Grove Street	Restaurant - All Alcohol	NO
d.b.a. Harry's Bar & Grille			
Dina E. Fisher, Manager			

LIQUOR LICENSES 2013

ISSUED TO	ADDRESS	TYPE OF LICENSE	Taxes Owed/ Municipal Charges
Dave's Diner, Inc.	390 West Grove Street	Restaurant - Wine & Malt	NO
d.b.a. Dave's Diner			
John Spinetto, Manager			
Gurukrupa, I, LLC	422 West Grove Street	Package Store - All Alcohol	NO
d.b.a. Middleboro Discount Liquors			
Narendra H. Patel, Manager			
Keyour, Inc.	3 East Grove Street (Unit B)	Package Store - All Alcohol	NO
d.b.a. Seven Star Liquors			
Arvind K. Patel, Manager			
Gola Gola, Inc.	10 Merchant's Way	Package Store - All Alcohol	NO
d.b.a. Jamies Fine Wine & Spirits, II			
Gina M. Pangione, Manager			
Savas Liquors, Inc.	167 Center Street	Package Store - All Alcohol	NO
Irakli Savas, Manager			
Vir Liquors, Inc.	353 Wareham Street	Package Store - All Alcohol	**NO**
d.b.a. Kurt's Corner			
Darshak V. Patel, Manager			
Capeway Convenience Store, Inc.	578 Wareham Street	Package Store - Wine & Malt	NO
Peter Coletti, Manager			
The Convenience Store	414 W. Grove Street	Package Store - Wine & Malt	NO
Joseph Sayah, Manager			
B&B Village Enterprises, Inc.	208 Wareham Street	Package Store - Wine & Malt	NO
d.b.a. Village Market			
Christopher Moorby, Manager			

LIQUOR LICENSES 2013

ISSUED TO	ADDRESS	TYPE OF LICENSE	Taxes Owed/
New England Farms, Inc.	447 Wareham Street	Package Store - Wine & Malt	NO
Thomas Pratt, Manager	P.O. Box 145, Assonet 02702		

12/10/12

Selectmen:

Please consider a vote to approve an extension of serving time for New Year's Eve for all Club and Restaurant liquor license holders who would like to remain open one additional hour from 1 a.m. until 2 a.m.

Thank you

Jackie

Community Innovation Challenge Grant

APPLICATION

Project title: **Southeastern Massachusetts Energy Collaborative**

- **Energy Performance Contract Consultant Services**

Amount requested: $68,700 to $123,000

Identify the lead applicant entity:

Southeastern Regional Planning & Economic Development District (SRPEDD)

Lead applicant primary contact:

First Name, Last Name: Ross Perry

Name of RPA SRPEDD

Phone Number: 508-621-6662

Email Address: rperry@srpedd.org

APPLICATION

Lead applicant secondary contact:

First Name, Last Name: Steve Smith

Name of RPA: SRPEDD

Phone Number: 508-824-1367

Email Address: ssmith@srpedd.org

Check type of participating entities:

☑ Regional planning agency or council of government

List all participating entities:

Southeastern Regional Planning & Economic Development District represents twenty seven communities in southeastern Massachusetts. Any one and any group of these communities will be able to take advantage of this project.

The Town of Marion has already agreed to a participate

Community Innovation Challenge Grant

APPLICATION

Purpose of the grant:

The communities supported by SRPEDD are all facing dramatically increasing energy bills.

These increases are due to the escalating cost of fuel, higher energy usage, and old inefficient equipment and buildings. Utility bills are a necessary cost of municipal operation. Cities and towns could not function if they didn't spend money on lights, heating, air conditioning, water pumps, treatment plants, etc. But the money spent on these services reduces funds available for more impactful public services.

Currently, cities and towns replace on a piece-meal basis equipment and parts of buildings, such as windows only when they fail; hopefully, with more efficient models. Rarely do these communities have the funds, resources, or time to tackle large municipal wide replacement/upgrade projects purely for energy efficiency reasons.

The best way to move energy efficiency to a top priority within multiple municipalities is to provide a cost efficient solution. The comprehensive approach enabled by this grant will include complete evaluation of all municipal and school buildings and equipment; study of their energy consumption and utility bills; and recommend a city/town wide solution based upon total life cycle costs versus crisis fixes.

APPLICATION

The grant application will cover the costs of hiring an expert energy technical consultant who will drive municipal and school participation, develop the scope of services for an RFP to hire an ESCO (Energy Service Company) that provides turn-key energy solutions covering engineering analysis and project specification. The consultant will also serve as an Owners' Project Manager to represent the cities and towns interests through energy savings verification and drafting municipal "friendly" contracts with the ESCO. The owners' agent will provide project oversight and insure the ESCO's obtain competitive quotes and provide the best possible deal to the communities. The grant will also include funds to cover the costs for the initial energy audit in each community covering local buildings: schools, public safety, administrative, libraries, and water and wastewater treatment facilities, if appropriate. This support is intended to meet communities wherever they are in the energy management process and help them move forward, consistent with individual interests, needs and objectives.

The scope of services of the consultant hired by SRPEDD on the behalf of the participating communities includes:

- Help inventory current municipal energy end uses, secure and report utility consumption information, and analyze building performance, encouraging and supporting local use of Massachusetts DOER's MassEnergyInsight energy information management tool, available free to Massachusetts cities and towns.

- Meet with and engage local stakeholders in a process that identifies targets and sets priorities for local energy action. Assist the community establish an Energy Committee if one doesn't exist or isn't active.
- Identify building-specific strategies for reducing energy consumption and, where practical, replacing fossil fuel-based energy consumption with renewable resources.
- Provide participants an actionable energy efficiency and conservation plan, with budgetary cost estimates and savings analysis, that describes:
  - Where energy is used and how is it used
  - Energy efficiency efforts to date
  - Priorities for action and major barriers and opportunities associated with reducing energy consumption or using alternative renewable energy sources
  - How to best proceed and next steps for proceeding
  - Recommendations for a management structure to implementing the strategy
  - Identify State, regional, and local technical and financial resources that can be brought into play to support this effort.

  This plan also can serve as the foundation for a local Energy Reduction Plan suitable for inclusion as part of a submission to Massachusetts DOER for Green Community designation.
- Position and prepare municipalities to engage contractors and suppliers to implement projects, including, if there is interest, developing and coordinating a regional solicitation for an energy services company (ESCO) to provide performance contracting services, whereby energy and infrastructure modernization projects can be paid for out of operations budgets using savings from efficiency improvements.
- Work with SRPEDD to provide additional support to ensure that these efforts have a high likelihood of coming to fruition since experience has shown that municipal initiatives, particularly in smaller towns, often lose momentum.

Although the cost of these audits can be rolled into the overall energy project and paid with future energy savings, using the grant to cover these costs protects both the city/town and the energy audit company in case the project doesn't move forward. The grant also increases the likely hood that communities will take the initial steps towards an energy efficiency program.

It will be important that each community commits to moving this project ahead pending the results of the performance grade energy audit by the ESCO. Although the grant will cover the majority of the cost of this audit, each community will be required to contribute $5,000 prior to the ESCO commencing the investment grade audit as sign of their commitment. If the town moves ahead with the performance contract and the implementation of the energy efficiency projects, the towns' $5,000 contribution can be rolled into the contract, effectively reducing the impact on the municipal budget to zero.

APPLICATION

The process of conducting a group bid for these services should result in lower total costs than if each town purchased these services separately. There will be one comprehensive bid for all energy projects within a community, including the schools; versus multiple separate contracts, i.e. one for lighting, building envelope, motors, etc.

Energy projects of this magnitude require a multiple year implementation plan. The energy improvements in the first and all subsequent years will be "self-funded" via "energy performance contracting" established by the ESCO. With performance contracts, the vendor guarantees the implemented projects will result in specific quantifiable savings. A negotiated portion of these saving will be used to fund the improvements.

This CIC grant will provide energy efficiency project 'start-up' funds that will be leveraged to benefit multiple communities. Any of SRPEDD's 27 cities and towns may participate. The CIC grant will initiate comprehensive energy efficiency projects with a lasting impact across multiple areas within each community.

Benefits:

Many communities do not have the personnel resources (skills or time) to conduct a comprehensive energy efficiency program. The energy consultant hired by this project will accomplish these tasks much faster and at a lower overall cost than individual home-grown attempts.

Most ESCO's prefer to focus on larger towns and cities as they offer greater financial opportunities. This grant will combine multiple communities, including smaller towns that might not have been able to contract with an ESCO, into a large group that should be more attractive and encourage competitive bids from prospective ESCO's. There should be significant economies of scale realized by combining multiple communities in this project; one RFQ versus multiple, one common agreement covering all participants versus negotiating with individual communities, the ESCO team can evaluate multiple communities versus staffing and "un-staffing" one project at a time.

Participating communities can use the ESCO program to replace aging less efficient systems, instead of creating and paying for capital projects for these replacements.

Almost all community leaders understand the value and overall importance of energy efficiency. However, the economy and municipal finances make it very unlikely that they will agree to commit significant funds to long range and long term payback projects. By covering the start-up costs and the follow on partnership with an ESCO financing the implementation costs, this project creates a win-win situation. Communities achieve energy efficiency and the associated savings, without the expense of capital projects.

Community Innovation Challenge Grant

APPLICATION

SRPEDD will provide resources to create the grant application, energy consultant RFP and assist participating communities with the consultant selection process. SRPEDD can assist facilitating communication and joint participation with municipal and school entities. We will also serve as fiduciary; tracking grant receipts, payments, and reporting requirements; further reducing the need for any community or multiple communities to provide staff time to complete these tasks.

Cost impact:

The intent of this grant is to facilitate important energy efficiency improvement projects in the SREPDD area communities without adding any cost to the municipalities. The CIC grant will cover the start up costs and the performance contact established with an ESCO will leverage the CIC investment to cover the implementation costs.

If a town backs out of the project after the investment grade energy audit is complete, they will lose their $5,000 contribution

Participating cities/towns will need to assign a liaison to work with the consultant and ESCO. There may be indirect cost associated with making this liaison available.

The cities and towns may want to have their attorney review the ESCO agreement. However, this step is outside the scope and time frame of this grant application.

APPLICATION

Measures of success:

The first measure of success will be obtaining support and commitment to participate from multiple communities. The project will be considered:

Successful	2	cities/towns participate
Moderately Successful	3-4	cities/towns participate
Very Successful	5	cities/towns participate

The second measure of success will be identifying energy savings opportunities in participating communities:

Successful	10%	savings
Moderately Successful	11-20%	savings
Very Successful	21-30%	savings
Extremely successful	31+%	savings

An added "bonus" success factor will be any city/town that combines the municipal and school buildings in the energy evaluation project.

Project budget for requested amount:

The grant will cover:

Project management, consultant RFP, Fiduciary, Liaison

Energy Consultant and Owners' Agent

Preliminary energy audit, action plan, ESCO RFP and selection

Contingency

On the behalf of our 27 member communities, SRPEDD is only asking for grant funds to cover the energy project for two to five cities/towns.

Based upon the number of communities that choose to take advantage of this program, our grant request will be:

Towns	Grant amount	Average cost per community
0-1	$000 (Zero)	n/a
2	$68,700	$34,350
3	$86,800	$28,933
4	$104,900	$26,225
5	$123,000	$24,600

APPLICATION

A recent Municipal Energy Efficiency conference, co-sponsored by the Council on Sustainability, the Sustainability Initiative, NORESCO, and SRPEDD generated interest for energy related projects amongst several area community leaders. We are confident that winning this CIC grant will generate similar interest and result in multiple cities/towns requesting to join the energy collaborative.

SRPEDD will notify the Executive Office for Administration and Finance CIC Grant Program Manager within 30 days of the grant award notice regarding the actual number of communities that will participate in the Southeastern Massachusetts Energy Collaborative.

If we don't receive at least two interested towns, we will decline the grant. (We already have one confirmed participating town.) If we receive commitment from five towns, we will ask for the full amount of $123,000.

See budget attached

APPLICATION

Project timeline:

January 11, 2013	Grant award notification
Jan. – Feb	SRPEDD community participation
February 7, 2013	Project kick-off meeting, develop scope of services for energy consultant
February 11, 2013	SRPEDD notifies ANF number of participants
February 21, 2013	RFP for energy consultant issued
March 7, 2013	Energy Consultant selected, contract signed
March thru May	Energy consultant obtains utility bills and conducts preliminary energy audits
June, 2013	Preliminary energy survey report issued and reviewed with each community
July, 2013	Each community decides if they want to proceed
August, 2013	RFP for ESCO to implement multiple energy efficiency projects issued
September, 2013	Communities sign performance contract with ESCO
Sept. thru Dec.	Implementation of energy efficiency projects underway
December 31, 2013	Report issued including: progress to date, schedule implementation plan for balance of projects, and update on potential energy savings

APPLICATION

Identify innovative aspects of proposal:

This project is an opportunity for multiple communities to increase their respective 'purchasing power' through collaboration. This may be unique for energy related projects.

Very often local / regional schools and their municipalities don't coordinate projects or combine requirements for large purchases. This project will target the involvement of both entities. This collaboration will increase the savings for both sets of participants and further increases the savings for area taxpayers. Municipal and school collaboration are unique and will serve as an example of an innovative approach to a common challenge.

Community Innovation Challenge Grant

APPLICATION

Supporting the Executive Office for Administration and Finance's desire to allocate CIC grant funds for projects that will be implemented, SRPEDD is taking an innovative approach and only asking for funds based upon the number of communities that step up to this challenge. We believe towns will be much more interested in participating when they realize we have access to tangible funds.

Another innovative step is to require each town to contribute $5,000 when they engage in the investment audit. Although not a significant sum, it will serve as a reminder that they have an investment in the project and should support it to completion. This amount, $5,000 per community lowers the grant request amount accordingly.

Potential applicability to other local governments:

Every community in Massachusetts is experiencing raising energy costs. This project will provide the 'blueprint' for collaboration with other communities to follow and implement their own energy efficiency programs. The lessons-learned and resulting agreements with the energy consultant and ESCO can be used as a template for other communities.

Evidence of commitment among applicants/participants:

APPLICATION

SRPEDD is 100% committed to assisting any and all of our 27 communities with energy efficiency programs. SRPEDD, working with other partners, including UMass – Dartmouth has supported multiple energy and sustainability efforts in southeastern Massachusetts.

We are confident that we can easily enroll two to five towns and their associated schools to participate in this project once they know we have the conditional approval of grant funds.

To paraphrase; "If you fund it, they will come."

Sign on behalf of the Applicants: (See attached letters of support)

To date: SRPEDD

Marion

One to four other communities anticipated to participate

FY 13 CIC grant - Energy project

				hours			
SRPEDD	$	6,182	5%	1600	$	77.27	
Energy Consultant Owner's Agent	$	25,000					
Energy Audit	$	44,000	2	towns	$	22,000	ea
Project cancelation -E Audit backout fee	$	(10,000)			$	(5,000)	ea
Contingency	$	3,518	5%				
Total	$	68,700					

$ 34,349.84 average cost per town

		Grant total	cost per community
Number of communities	2	$68,700	$34,350
	3	$86,800	$28,933
	4	$104,900	$26,225
	5	$123,000	$24,600

LOCAL SUPPORT DOCUMENTATION FORM

Project Title: **Southeastern Massachusetts Energy Collaborative**

Lead applicant primary contact:

First Name, Last Name: Ross Perry

Name of RPA: Southeastern Regional Planning & Economic Development District (SRPEDD)

Phone Number: 508-824-1367

Email Address: rperry@srpedd.org

List all participating entities:

Marion

SRPEDD, representing up to 27 communities in southern Massachusetts

I am signing this Local Support Document in my official capacity as Chair, Board of Selectmen as indication of Marion's desire to participate in this CIC grant application to fund the services of an energy consultant to develop an action plan for increasing energy efficiency and lowering the energy related expenditures for the town of Marion.

Stephen M. Cushing
Signature

Marion
Entity

STEPHEN M. CUSHING
Print Name

Chairman, Marion Board of Selectmen
Title

LOCAL SUPPORT DOCUMENTATION FORM

Project Title: **Southeastern Massachusetts Energy Collaborative**

Lead applicant primary contact:

First Name, Last Name: Ross Perry

Name of RPA: Southeastern Regional Planning & Economic Development District (SRPEDD)

Phone Number: 508-824-1367

Email Address: rperry@srpedd.org

List all participating entities:

SRPEDD, representing up to 27 communities in southern Massachusetts

I am signing this Local Support Document in my official capacity as Executive Director as an indication of SREPDD's desire to support this CIC grant application to fund the services of an energy consultant to develop an action plan for increasing energy efficiency and lowering the energy related expenditures for the SRPEDD towns in southeastern Massachusetts.

Signature	SRPEDD Entity
Stephen C. Smith Print Name	Executive Director Title

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN
APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 11-30-2012
NAME OF **APPLICANT** Bill Seckinger
ADDRESS OF APPLICANT 13 Harding St. Lakeville MA
ASSESSORS MAP & LOT _____
DAYTIME TELEPHONE 508-923-0505

NAME OF **BUSINESS** Mucky's Liquor
OWNER OF PROPERTY TO BE LICENSED Bill Seckinger
ADDRESS OF PROPERTY TO BE LICENSED 200 Oak Point Drive
ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand ____
Class I Automobile Dealer License ____
Class II Automobile Dealer License ____
Class III Automobile Dealer License ____
Entertainment ____

WRPD ____
Earth Removal Permit ____
Liquor License One-Day
Junk Dealer ____
Other Full Liquor

Anticipated Start Date for Business: 12-31-2012
Days & Hours of Operation: 7 PM to 1 AM 1/1/2013
Oak Point Veteran's Association

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain:
200 Oak Point Drive

Signature Bill Seckinger

DATE OF HEARING: _____

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3rd floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:
Please inform this department as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? _____

CRANBERRY CAPITAL
OF THE WORLD

Phone: 508-946-2405
Fax: 508-946-0058

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 12/5/12
NAME OF APPLICANT William Fuller for the Bartending Service of NE LLC
ADDRESS OF APPLICANT 13 West End Ave
ASSESSORS MAP & LOT 49C/5595
NAME OF BUSINESS Alley Theatre
OWNER OF PROPERTY TO BE LICENSED Howland Inv. Trust
ADDRESS OF PROPERTY TO BE LICENSED 50P/5389
ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture _____
Class I License _____
Class III License _____
Common Victualler _____

2nd Hand Clothing _____
Class II License _____
Liquor License ✓ Beer/Wine
Other _____

Anticipated Start Date for Business December 20, 2012
Hours requested: 6:30pm - 10:00pm.

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:
Yes, - Similar requests and subsequent approval.

Signature _____

DATE OF HEARING 12.10.12 APPROVED/DENIED

Do not write below line: To be Completed by Treasurer/Collector:

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? no

Incorporated 1669
341 Years of Progress

CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts
Department of Public Works
48 Wareham Street
Middleborough, MA 02346
Phone 508-946-2481 Fax 508-946-2484

Andrew P. Bagas
D. P. W. Director

DIVISIONS
Highway
Sanitation
Insect & Pest Control
Tree Warden
Wastewater
Water

November 26, 2012

To: Charles Cristello, Town Manager

From: Andrew Bagas

RE: Stormwater Services Contract

Attached is an Amendment to the Stormwater Services Contract with Environmental Partners. Inc.

The intent is to amend and continue the November 4, 2011 contract that was signed by the Board of Selectmen on November 14, 2011. A copy of the signed 2011 contract is attached.

The amendment and its proposed services are necessary to continue our stormwater requirements.

I recommend that the Board of Selectmen sign the contract and return it to me. I shall then forward it to Environmental Partners.

Cc: Town Counsel

Environmental Partners GROUP
A partnership for engineering solutions

November 20, 2012

Mr. Andrew Bagas
Middleborough Department of Public Works
48 Wareham Street
Middleborough, MA 02346

RE: Contract Amendment
Stormwater Services

Dear Mr. Bagas:

Environmental Partners Group Inc. (EPG) is pleased to submit this amendment to the November 4, 2011, Stormwater Services Contract, which was signed by the Town of Middleborough on November 14th, 2011.

Background

Last fiscal year, Environmental Partners Group significantly updated the map of the municipal separate storm sewer system (MS4) map for the Urbanized Area of the Town of Middleborough This included the collection of data for 1339 drainage structures (e.g., catch basins, manholes, outfalls, detention basins) including their condition, size, material, photo. Updated maps and an outfall database report were submitted to the Town for their records. EPG also drafted an Illicit Discharge Detection and Elimination (IDDE) Plan which outlined the methodology for proactively addressing illicit discharges. Additionally during this period EPG provided draft stormwater language to add to the Town's water bills, and drafted the annual stormwater report to EPA/DEP. Lastly, EPG proposed amendments to the Water Resources Protection District bylaws to incorporate requirements of the EPA General Permit for stormwater. Following rejection of those proposed edits to the bylaw, EPG provided draft language to the Town for a General Bylaw that was separate from the WRPD bylaws.

Fiscal Year 2013 Stormwater Services

EPA's 2003 General Permit outlines a host of minimum control measures which the Town of Middleborough is required to implement. While the re-issuance of the 2003 permit has been delayed, the draft general permit that was issued in 2010 added detail to 2003 General Permit. The scope of work outlined herein builds on the 2003 General Permit requirements by using the detail contained in the 2010 draft permit, and also what EPG learned during an EPA audit of a South Shore municipality's storm water permit in August. <u>During this audit, EPA specifically requested documentation on the items outlined in Tasks 2 thru 8</u>.

PROPOSED STORMWATER ACTIVITIES

Our proposed scope of work under this contract amendment is as follows:

Task 1: Notice of Intent (NOI)

Under this task, EPG will draft the Notice of Intent (NOI) for submittal to the EPA and DEP within 90 days of the effective date of the final Permit. The NOI will be based on the requirements of Section 1.7.2 of the draft 2010 EPA Stormwater General Permit requirements.

Task 2: Buildings and Facilities

Under this task (detailed in Section 2.4.7.1.b & c of the draft permit), EPG will conduct a follow-up audit of the 18 municipal facilities conducted in 2008 where potential stormwater pollutant sources/practices were observed to document that corrective actions were taken. The deliverable under this task would be a report documenting each inspection with a summary of observations and recommended corrective actions.

Task 3: Local Bylaw

Under this task, EPG will support (meetings, rewrites) the Town in seeking to adopt a new bylaw to incorporate the EPA-mandated new Construction Site Stormwater Runoff Control, Post Construction controls, and Illicit Discharge Detection and Elimination program requirements into the Town's bylaws. These are bylaws that the Town is required to adopt per the EPA General Permit.

EPG has been successful in other South Shore communities in their adoption of these regulations during the past year (Norwell, Marshfield). This will require active participation and feedback by Town departments (Conservation, Planning, Public Works, Building, and Board of Health) in order to complete this task. It is assumed that 5 meetings will occur as part of this Task in addition to language changes to the proposed bylaw previously submitted to the Town by EPG.

Task 4: MS4 Infrastructure Operation and Maintenance (O&M)

Under this Task (Section 2.4.7.1.d of the draft Permit), EPG will draft an MS4 Infrastructure O&M Program document. The O&M Program will be comprised of the following components: (1) Catch Basin Cleaning Optimization Program (with the crew of the Catch Basin cleaning program being the de facto inspectors of the MS4 infrastructure during regularly scheduled maintenance), (2) Street Sweeping Program (will rely on interviews with DPW representatives to document proposed street sweeping schedule), (3) Winter Road Maintenance Procedures (will rely on interviews with DPW representatives to document procedures), and (4) Inspection/Maintenance frequencies and procedures for the type of structural stormwater BMP's (i.e., swales, retention/detention basins, etc.) that the Town of Middleborough maintains. We will interview DPW representatives to ensure that the different types of BMP's maintained by the Town are included.

Task 5: Stormwater Pollution Prevention Plan (SWPPP)

Section 2.4.7.2 of the draft 2010 permit requires a SWPPP for the Middleborough Highway Garage area. This task assumes that a site plan is available for this area. As part of this task,

EPG will also conduct a site walkthrough to examine and make recommendations on the Town's management of oil/hazardous waste/solid waste at the Site. A letter report with observations/recommendation will be provided.

Task 6: Parks and Open Spaces

Under this task (detailed in Section 2.4.7.1.a of the draft 2010 permit), EPG will develop written O&M procedures for the proper use, storage and disposal of pesticides, herbicides, and fertilizers including minimizing the use of these products. An evaluation of lawn maintenance and landscaping will also be conducted to assess whether the Town's practices are protective of water quality. The plan will include a GIS map showing the areas, signage (pet waste) and required management procedures.

Task 7: Outfall Sampling

Under this task, EPG will undertake field sampling of 30 of the Town's approximately 120 stormwater outfalls, as required in section 2.4.4.7 of the draft 2010 permit. Samples would be collected in the Spring of 2013, after issuance of the final General Permit to ensure the proper parameters are collected. It is assumed for budgeting purposes that those parameters are consistent with the draft 2010 permit and what is outlined in the Town's IDDE plan. Outfalls will be sampled in the order outlined in the Town's IDDE plan. The results would be submitted to the Town with the sampling results and findings.

Task 8: Connectivity

While the current MS4 map contains over 2200 structures, connectivity between some of these structures is unknown; this connectivity is required to be mapped per the draft 2010 permit. Additional, there are 3 streets (West/East Grove Streets and Bedford Street) within the urbanized area where drainage structures still require mapping. Under this Task, EPG will conduct a 3 field day investigation with a two-man crew in areas where connectivity is unclear and to capture those remaining structures. It is assumed that this two man crew would be accompanied for one of these days with a representative from the DPW with knowledge of the system in an attempt to fill in the data gaps. Results would be mapped in GIS with an updated 11 x 17 map book submitted to the Town as a deliverable.

PROJECT FEE AND SCHEDULE

Task 1 - Notice of Intent ($6,000)
Task 2 – Buildings and Facilities ($4,200)
Task 3 – Bylaw ($4,700)
Task 4 – MS4 O&M Plan ($10,800)
Task 5 – SWPPP ($4,500)
Task 6 – Parks and Open Space ($3,000)
Task 7 – Outfall Sampling ($11,940)
Task 8 – Connectivity ($4,860)

Task 7 – Outfall Sampling ($11,940)
Task 8 – Connectivity ($4,860)

We propose to complete Tasks 1 through 8, as described above, including all labor and expenses, for the not-to-exceed lump sum price of $50,000. Task 1 would be completed by the deadlines detailed above (dictated by issuance of the draft permit). Tasks 2 through 8 will be completed by June 30, 2013.

PROPOSAL ACCEPTANCE
Performance of the scope of work in this Agreement will be governed by Environmental Partners Group, Inc. previous terms and conditions with the Town dated November 4, 2011 for Stormwater services. If this proposal is acceptable to you, please indicate your agreement by signing in the space provided below and returning the executed copy to us. Upon receipt of the executed agreement, we will commence the performance of approved services described in this proposal.

Please do not hesitate to contact me should you have any questions or require additional information.

Very truly yours,
ENVIRONMENTAL PARTNERS GROUP, INC.

Paul F. Gabriel, P.E., LSP
President

C. Carter Fahy, P.E., LSP
Senior Project Manager

RE: STATEMENT OF WORK FOR CONSULTING SERVICES IN SUPPORT OF FY13 STORMWATER

ACCEPTED: _____

FOR: _____

DATE: _____

Environmental Partners GROUP

1900 Crown Colony Drive
Suite 402
Quincy, MA 02169

TL 617-657-0200
FX 617-657-0201
www.envpartners.com

November 4, 2011

Mr. Andrew Bagas
Middleborough Department of Public Works
48 Wareham Street
Middleborough, MA 02346

Re: MS4 Services – FY 2012

Dear Mr. Bagas:

Environmental Partners Group Inc. (EPG) is pleased to present this letter proposal for the continuation of our work on the Town's municipal separate storm water system (MS4) including: (1) drafting a Notice of Intent (NOI) for the Town to be covered under the revised EPA Stormwater General Permit, (2) drafting Stormwater Management Plan (SWMP) in accordance with the new General Permit, (3) review/recommendations for the Town's Stormwater Bylaws, (4) outfall sampling/GIS updates, (5) updating the IDDE Program, and (6) outreach activities.

BACKGROUND

In the past fiscal year, the EPA has released the draft *General Permits for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems in Massachusetts Interstate, Merrimack and South Coastal Watershed* Permit (draft Permit), which is due to be finalized by the end of this year. The draft Permit imposes a host of new requirements for the Town of Middleborough by building on the work already conducted by the Town in the past eight years.

PROPOSED STORMWATER ACTIVITIES

Our proposal is presented as follows:

Task 1 – NOI & SWMP Updates & Submittals

Under this task EPG will submit the Phase II NPDES Notice of Intent (NOI) to the EPA and DEP within 90 days of the effective date of the final Permit. The NOI will be based on the requirements of the attached draft Phase II NPDES General Permit requirements (refer to Section 1.7.2 & Appendix F). It will also include an update on the progress of storm drain mapping conducted to date and a schedule for future stormwater activities. The NOI will be submitted to the Town for review prior to final edits and submittal to the EPA and DEP.

The Town's Stormwater Management Plan (SWMP) will also need to be revised within 120 days of the effective date of the acceptance by DEP of the Town's NOI. The revised SWMP will be based on the requirements of the new Phase II NPDES General Permit (refer to Section 1.10).

Task 2 – Local Bylaw & Ordinance Review

Under this task, EPG will review Local Bylaws and Ordinances and recommend a course of action to incorporate the new Construction Site Stormwater Runoff Control, Post Construction controls, and Illicit Discharge Detection and Elimination program requirements into the Town's bylaws. This will require active participation and feedback by Town departments (Conservation, Planning, Public Works, Building, and Board of Health) in order to complete this task. Draft bylaw language will be submitted by Environmental Partners for review by those departments during this period.

Task 3 – Outfall Sampling

One of the most onerous requirements of the new General Permit is the outfall inventorying and sampling. Section 2.4.4.7 (Outfall inventory) of the draft Permit, reads as follows:

"The permittee shall complete an outfall inventory for 25% of the outfalls each year of this permit, beginning in Year 2 of the permit (completion of 100% by the end of the permit term)...If the outfall is inaccessible or submerged, the permittee shall proceed to the first accessible upstream manhole or structure for the observation and sampling, if appropriate...If flow is observed at the outfall during inventory, a sample of the flow shall be collected. At a minimum, the permittee shall sample for the following parameters: conductivity, temperature, surfactants (as MBAS), ammonia, and E. coli or enterococcus."

The collection of data from each outfall and its effluent (if present) will follow the protocol outlined in section 2.4.4.7 of the draft permit. The Town has located 61 of the estimated 95 outfall structures within the MS4 Area to date; limited structural information and water quality sampling has been obtained. By initiating the outfall sampling task now, the Town will have a head start in meeting their requirements of completing the inventory/sampling by 2016.

Per the draft permit, the purpose of Task 3 is to collect water quality data from approximately 50% (48) of the Town's 95± outfalls throughout Middleborough's MS4 Area. If the outfall has a flow or discharge during the time of inspection, a water sample will be collected and field screened for pH, temperature, turbidity, specific conductance using a field meter. Additional sampling will be conducted for up to 48 structures and will be run at a Massachusetts DEP-certified laboratory for E. coli, chlorine, ammonia, nitrogen, and surfactants.

Any additional outfalls that are located during the sampling events will be field located with a hand-held GPS unit, field screened, and characterized with information regarding the structure including size, material, shape, condition, etc. and visually screened for presence of flow, staining, odors, or abnormal conditions. The outfall will be spray-painted with a unique number identifier (e.g., M-01). During this sampling period (estimated at 2-3 days), *we assume some limited assistance will be provided to EPG by the Middleborough DPW to locate outfalls and obtain direction of flow, if known.* Copies of any drainage maps should be provided to EPG to assist in this effort. If possible, the digital file with the existing stormwater mapping from

Weston & Sampson (May, 2008) should also be obtained by the Town and provided to EPG for updating.

A summary report of our field work, screening and analysis will be provided. The subtasks necessary for this task area as follow:

- Sampling, collection and laboratory analysis for up to 48 outfalls (~50%)
- Preparation of a summary report of the findings
- GIS Mapping Updates

Task 4 IDDE Program

Under this task, EPG will draft an updated Illicit Discharge Detection Elimination (IDDE) program, which will include the following elements:

- A legally enforceable mechanism prohibiting illicit discharges, with the responsibility to enforce
- A storm sewer map identifying the location of all storm drain outfalls
- A plan/protocol to detect and eliminate illicit discharges
- An assessment/preliminary ranking of catchments (based on complaints, past water quality data, adjacent failing septic/sewer systems, density, surrounding area, TMDL surface waters).

Task 5 Outreach Program

Under this task, EPG will draft flyers/notices for posting on the Town's website to two of the four designated audiences within the Town ((a) resident, (b) businesses, institutions, and commercial facilities, (3) industrial facilities, and (d) developers (construction)).

PROJECT FEE AND SCHEDULE

Task 1 - Notice of Intent and Stormwater Management Plan ($20,000)

Task 2 – Local Bylaw & Ordinance Review ($5,000)

Task 3 – Outfall Sampling Event ($20,000)

Task 4 – IDDE Program ($4,000)

Task 5 – Outreach Program ($1,000)

We propose to complete Tasks 1 through 5, as described above, including all labor and expenses, for the not-to-exceed lump sum price of $50,000. Task 1 would be completed by the deadlines detailed above (dictated by issuance of the draft permit). Tasks 2 through 5 will be completed by June 30, 2012.

Mr. Andrew Bagas
FY12 Stormwater
November 4, 2011

PROPOSAL ACCEPTANCE

Performance of the scope of work in this Agreement will be governed by Environmental Partners Group, Inc attached terms and conditions with the Town. If this proposal is acceptable to you, please indicate your agreement by signing in the space provided below and returning the executed copy to us. Upon receipt of the executed agreement, we will commence the performance of approved services described in this proposal.

We look forward to meeting with you to present our proposal and discuss any suggestions or questions you may have. In the interim, please do not hesitate to contact me should you have any questions or require additional information.

Very truly yours,

ENVIRONMENTAL PARTNERS GROUP, INC.

Paul F. Gabriel, P.E., LSP
President

C. Carter Fahy, P.E., LSP
Senior Project Manager

Encl: Terms and Conditions
Draft EPA Stormwater General Permit

RE: STATEMENT OF WORK FOR CONSULTING SERVICES IN SUPPORT OF FY12 STORMWATER

ACCEPTED: _____

FOR: Town of Middleboro

DATE: 11.14.11

We propose to complete Tasks 1 through 8, as described above, including all labor and expenses, for the not-to-exceed lump sum price of $50,000. Task 1 would be completed by the deadlines detailed above (dictated by issuance of the draft permit). Tasks 2 through 8 will be completed by June 30, 2013.

PROPOSAL ACCEPTANCE

Performance of the scope of work under this contract amendment will be governed by Environmental Partners Group, Inc. General Terms and Conditions of the November 4, 2011, stormwater services contract which was signed by the Town on November 11, 2011. If this contract amendment is acceptable to you, please indicate your agreement by signing in the space provided below and returning the executed copy to us. Upon receipt of the executed agreement, we will commence the performance of approved services described in this proposal. Pursuant to the Town's request, we have also enclosed an affidavit for payment of taxes.

Please do not hesitate to contact me should you have any questions or require additional information.

Very truly yours,
ENVIRONMENTAL PARTNERS GROUP, INC.

Paul F. Gabriel, P.E., LSP
President

C. Carter Fahy, P.E., LSP
Senior Project Manager

Cc: Affidavit of Payment of Taxes

RE: STATEMENT OF WORK FOR CONSULTING SERVICES IN SUPPORT OF FY13 STORMWATER

ACCEPTED: _____

FOR: _____

DATE: _____

TAX COMPLIANCE AFFIDAVIT

Pursuant to M.G.L. c. 62C, §49A I certify under the penalties of perjury that *Environmental Partners Group, Inc.* has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Chris D. Burns

Chris D. Burns
Controller, Environmental Partners Group
Date of affidavit: November 20, 2012

Incorporated 1669
341 Years of Progress

CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts
Department of Public Works
48 Wareham Street
Middleborough, MA 02346
Phone 508-946-2481 Fax 508-946-2484

Andrew P. Bagas
D. P. W. Director

DIVISIONS
Highway
Sanitation
Insect & Pest Control
Tree Warden
Wastewater
Water

November 8, 2012

To: Charles Cristello, Town Manager

From: Andrew Bagas

RE: SERSG - 2013 Contract Award for Services

I recommend that the Board of Selectmen sign the attached 2013 Contract Award Sheet for Services for the Middleboro D.P.W. as submitted to the Southeastern Regional Services Group.

The bids were reviewed by SERSG and determined to be the lowest responsible bidders meeting specifications.

The Board of Selectmen of the **Town of Middleborough** voted at their meeting held on _____, 2012 to award contracts to the bidders listed below under the SERSG DPW Services IFB for a thirteen month period commencing 1/1/13. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

DPW SERVICES FOR A THIRTEEN MONTH PERIOD COMMENCING 1/1/13.

ITEM NO. and DESCRIPTION	UNIT PRICE	Quantity	Total Value
1. Pavement Reclamation			
Murray Paving & Reclamation - Holliston, MA			
BIDDER'S NAME			
Pavement Reclamation	$1.55 per square yard	42,000	$65,100.00
Adjust Catch Basins	$260.00 each	30	$7,800.00
Structure Remodeling	$400.00 each	0	$0.00
Structures Rebuilt	$180.00 per vertical foot	0	$0.00
Excess Loading of Reclaimed Material	$5.00 per cubic yard	0	$0.00
Lower/Raise Manholes	$400.00 each	16	$6,400.00
Lower/Raise Water Gates	$240.00 each	24	$5,760.00
Lower/Raise Gas Gates	$220.00 each	0	$0.00
Trucking	$85.00 per hour	0	$0.00
	Item Sub-Total		**$85,060.00**
2. In-Place Bituminous Concrete			
Zone E: Bridgewater, Raynham and Middleborough			
PJ Keating - Lunenberg, MA			
BIDDER'S NAME			
In-Place Bituminous Concrete	$65.15 per ton	10,000	$651,500.00
Structure Adjustments	$100.00 each	12	$1,200.00
Structures Remodeled	$300.00 each	0	$0.00
Structures Rebuilt	$100.00 per vertical foot	0	$0.00
Hand Work	$98.00 per ton	60	$5,880.00
Sawcutting	$1.00 per linear foot	0	$0.00
Playgrounds / Parking Lots	$65.15 per ton	0	$0.00
	Item Sub-Total		**$658,580.00**
3. RANDOM CRACK SEALING			
Crack-Sealing - Raynham, MA	$7.22 per gallon	8,000	$57,760.00
BIDDER'S NAME	$4,318.00 per day		$0.00
	Item Sub-Total		**$57,760.00**

5. HOT ASPHALT CHIP SEAL

Comer Contracting Farmington, CT

BIDDER'S NAME

Leveling/ShimCourse	$107.00 per ton	200	$21,400.00
Stone Chip Seal	$2.05 per square yard	40,000	$82,000.00
Leveling Course	$107.00 per ton	0	$0.00
Double Chip Seal	$3.95 per square yard	0	$0.00
Leveling Course	$107.00 per ton	0	$0.00
	Item Sub-Total		**$103,400.00**

6. COLD PLANING

PJ Keating - Lunenberg, MA — $1.62 per square yard — 1,000 — **$1,620.00**

BIDDER'S NAME

7. MICRO PAVING

Sealcoating Inc. - Braintree, MA

BIDDER'S NAME

Surface Course (1 lift)	$2.12 per square yard	20,000	$42,400.00
Leveling Course (2 lifts)	$3.86 per square yard	0	$0.00
eveling Course with crack repair (2 lifts)	$4.29 per square yard	0	$0.00
	Item Sub-Total		**$42,400.00**

8. HOT IN-PLACE RECYCLING

Highway Rehab Corp - Brewster, NY — $4.23 per square yard — 20,000 — **$84,600.00**

BIDDER'S NAME

10. INSTALLATION OF STEEL BEAM GUARD RAIL

Commonwealth Guardrail - Westfield, MA

BIDDER'S NAME

Straight (Metal Posts)	$18.25 per foot	500	$9,125.00
Straight (Wooden Posts-Galvanized)	$18.20 per foot	0	$0.00
Straight (Wooden Posts-Rust)	$18.40 per foot	0	$0.00
Curved (Galvanized)	$19.50 per foot	100	$1,950.00
Curved (Rust)	$19.60 per foot	0	$0.00
End Pieces (Galvanized)	$48.00 each	16	$768.00
End Pieces (Rust)	$50.00 each	0	$0.00
	Item Sub-Total		**$11,843.00**

16. CHLORINATED RUBBER TRAFFIC LINE PAINTING

Markings, Inc. -Pembroke, MA

BIDDER'S NAME

4" Yellow Centerline	$0.037 per linear foot	400,000	**$14,800.00**
4" White Line	$0.037 per linear foot	0	**$0.00**
4" Yellow Hatch Lines	$0.360 per linear foot	0	**$0.00**
Crosswalks	$0.360 per linear foot	8,000	**$2,880.00**
Stopline	$0.360 each	1,000	**$360.00**
Stop Words	$10.000 each	0	**$0.00**
Parking Lines	$0.160 each	0	**$0.00**
Ts and Ls	$1.000 each	0	**$0.00**
Directional arrows (federal)	$15.000 each	0	**$0.00**
8' "only"	$15.000 each	0	**$0.00**
3' "only"	$10.000 each	0	**$0.00**
8' "school"	$33.500 each	0	**$0.00**
Traffic Islands	$24.000 each	0	**$0.00**
Railroad Crossings	$75.000 each	0	**$0.00**
Removal of Existing Paint Lines	$0.250 per square foot	0	**$0.00**
Grinding for Inlay	$0.250 per square foot	0	**$0.00**
	Item Sub-Total		**$18,040.00**

Total Estimated Value of All Contracts **$1,063,303.00**

Chair, Board of Selectmen

Please note that this is a unit price contract. Contract values above are based on estimated quantities, and it is understood that the contractor will provide the quantities actually required by the municipalities.

POLICE CHIEF EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF MIDDLEBOROUGH
AND
BRUCE D. GATES

THIS AGREEMENT is made pursuant to Chapter 41, Section 108O of the Massachusetts General Laws and is entered into by and between the Town of Middleborough ("Town"), acting through its Board of Selectmen ("Board"), and Bruce D. Gates ("Police Chief"):

WHEREAS, the Board, under Chapter 41, Section 108O of the Massachusetts General Laws, desires to contract with Bruce D. Gates to be the Middleborough Police Chief and he agrees to accept employment as the Police Chief of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 - Functions and Duties of the Police Chief

The control of the Middleborough Police Department shall remain at all times with the Police Chief and the Police Chief shall have all the powers given to a Chief under the provisions of Massachusetts General Laws, Chapter 41, Section 97, as from time to time amended. Duties shall include, but not be limited to the following:

1. The Police Chief shall be responsible for determining and supervising the daily operations of the Police Department.

2. The Police Chief shall be responsible for the preparation, submission and presentation of the Police Department's annual budgets.

3. The Police Chief shall provide regular or special reports to the Board of Selectmen and/or Town Manager either orally or in writing to ensure proper communication between the Department, Board of Selectmen/Town Manager and the general public.

4. The Police Chief shall be responsible for all departmental expenditures, disbursements and funds collected in accordance with the laws of the Commonwealth of Massachusetts and the by-laws and regulations of the Town.

5. The Police Chief shall be responsible for maintaining good order in the Department, including the discipline of Department employees under the Police Chief's jurisdiction. In doing so, the Police Chief shall notify and consult with the Town Manager and the Board of Selectmen concerning any contemplated suspension or dismissal to ensure that the action is consistent with the Town's obligations under any pertinent collective bargaining agreement and laws.

6. The Police Chief shall be responsible for the assignment of shifts and duties of all departmental personnel.

7. The Police Chief shall be responsible for ensuring that all department personnel are properly trained to perform their duties at all times.

8. The Police Chief shall be responsible for all departmental equipment, including vehicles belonging to the Police Department.

9. The Police Chief shall establish clothing uniform standards and requirements for the Police Department.

10. The Police Chief shall be available for hearings before any board, committee or commission at which the Police Department is required to appear, and shall attend Town Meetings when requested.

11. The Police Chief, in addition to the above noted duties, shall be responsible for the effective and efficient fulfillment of the duties and responsibilities in the Middleborough Police Chief Job Description, attached hereto and incorporated by reference.

SECTION 2 - Term of Contract

This Agreement shall be for a term beginning June 29, 2013 and ending June 28, 2016.

There will be an automatic extension of the Agreement for a single, one year term--- June 29 2016 through June 28, 2017---under the following conditions:

A. Between February 1 and March 31, 2015, the Police Chief notifies the Town Manager and the Board in writing that the automatic one-year extension is approaching and of his desire, or lack thereof, to continue as Police Chief after June 28, 2016; and,

B. The Board fails to notify the Police Chief in writing by June 28, 2015 of its intention not to automatically extend the agreement at the end of its term. The Board's notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.

SECTION 3 – Discipline, Suspension, Dismissal and Resignation

A. The Police Chief can be disciplined by the Board and/or Town Manager. Any suspension or dismissal shall be done for just cause after written notice and a hearing before the Board.

B. In the event that the Police Chief intends to resign his position as Police Chief during the term of this Agreement, the Police Chief shall give the Town Manager and the Board

three (3) months written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. The Police Chief will cooperate fully to ensure a smooth transition.

SECTION 4 – Performance Evaluation

A. Annually, the Board of Selectmen, through the Town Manager, in consultation with the Police Chief, shall define such goals, objectives and performance appraisal measures as the Town determines necessary for the proper operation of the Police Department and the attainment of the Board's policy objectives.

B. The Board of Selectmen, through the Town Manager, shall review and appraise the performance of the Police Chief annually. This review and appraisal shall be in accordance with the procedure established by the Town Manager.

SECTION 5 - Salary

A. The Town agrees to pay the Police Chief for services rendered under this Agreement an annual base salary of $131,000 (One Hundred and Thirty One Thousand), payable in the same installments as other employees of the Town are paid. Any increase in salary for the second and third years of the agreement shall be at the discretion of the Board of Selectmen, with consideration given to the annual performance evaluation and the state of the Town's finances. The Police Chief's annual salary includes any holiday pay which might be due him under M.G.L. c.147, §17F as well as any education incentive pay (Quinn Bill).

SECTION 6 - Hours of Work

The Police Chief agrees to devote the amount of time and energy that is necessary for him to faithfully perform the duties of the Police Chief position under this Contract, including being at work during regular Department business hours Monday through Friday. To perform his duties and obligations effectively, the Police Chief may be required, outside of regular business hours, to respond to emergencies, attend meetings, make field inspections and participate in community activities. It is expected that the Police Chief will spend such time as is necessary or reasonably required to assure the effective and efficient operation of the Police Department. The Police Chief will devote full time and attention to the business of the Town and will not engage in any other business or employment, without the approval of the Board of Selectmen.

SECTION 7 - Health Insurance, Vacation, Holidays, Sick Leave, Other Leaves

A. The Police Chief shall be eligible to enroll in the Town's HMO health insurance program with the Town contributing 75% and the Police Chief contributing 25% towards the premium, or the Town's PPO plan, with the Town contributing 60% and the Chief contributing 40% toward the premium. Any other health costs, including co-payments and deductibles, will be paid for by the Police Chief. The Town will provide, at its

expense, the standard life insurance that it provides other employees under M.G.L. c.32B.

B. The Police Chief will be entitled to thirty (30) days' paid vacation in each year of the Contract. He shall have the right to carry over up to five (5) days of vacation to be used in the next year with the advance approval of the Town Manager. Said approval must be in writing and be requested far enough in advance for vacation to be taken if the request is not approved.

C. The Police Chief has accrued 275 days and will accrue one (1) sick day per month. Unused sick days may be accumulated from year to year to a maximum of two hundred and seventy five (275) days. Upon retirement under Massachusetts General Laws or death, the Police Chief or the Police Chief's estate will receive the lesser of 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 or $33,850.

D. The Police Chief shall receive the following days off with pay as Holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

If a Holiday falls on a day that the Police Chief is using paid vacation or is required to work a full Holiday due to an emergency, he will be allowed to take another day off with pay.

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.

The Police Chief's annual salary includes any additional holiday compensation which might be due him under M.G.L. c.48, §57E.

E. Upon the death of the Police Chief's spouse, children, mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Police Chief will be granted leave of three (3) working days without loss of pay.

F. The Police Chief shall receive four (4) days personal leave each contract year. These days may not be carried over to the following year.

G. In the event that the Police Chief serves as a juror in a Federal Court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.

H. The Police Chief will advise the Town Manager whenever he intends to take leave of any type for more than three (3) consecutive days.

SECTION 8 – Injured on Duty/Fitness for Duty

The Police Chief shall be entitled to injured on duty benefits as provided in Massachusetts General Laws, Chapter 41, Section 111F. At the Board's request, the Police Chief will attend and cooperate fully with an evaluation by a Town physician to determine his eligibility for benefits under Chapter 41, Section 111F or to otherwise determine his fitness for duty.

SECTION 9 - Professional Development, Dues and Subscriptions

The Town recognizes its obligation to the professional development of the Police Chief and agrees that the Police Chief shall be given opportunities to develop or refresh skills and abilities as a police administrator. As such, the Police Chief shall be reasonably allowed to attend such conferences and seminars with pay and without loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to aforementioned meetings. Prior to attending, the Police Chief will notify the Town Manager. Additionally, the Town agrees to pay for reasonable professional dues and subscriptions related to professional growth, development, education and training of the Police Chief. The Town Manager and/or Board of Selectmen, after consultation with the Chief, will make the final determination of what will be approved under this section.

SECTION 10- Automobile

The Town shall provide a department vehicle for use by the Police Chief, and all related operating and maintenance expenses and insurance shall be paid by the Town. The Police Chief is generally on call and may take the vehicle back and forth to his residence to assist him in responding when appropriate. The vehicle may be used by the Police Chief for personal use since the Police Chief is on call in the event of an emergency.

The Police Chief shall be responsible for keeping mileage records for Internal Revenue purposes.

SECTION 11 - Indemnification

Pursuant to Chapter 258, Section 9, the Town will indemnify the Police Chief from personal financial loss, all damages and expenses, including legal fees and costs, if any in an amount not to exceed $1,000,000 (one million dollars) arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of civil rights of any person under federal or state law, if the Police Chief, at the time of such intentional tort or such act or omission, was acting within the scope of his official duties or employment, except that he shall not be indemnified for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner. This section shall survive the termination of this Agreement or removal of the Police Chief for such acts or omissions that occurred during his tenure as Police Chief.

The Town will provide the Police Chief with liability insurance coverage under its public officers' liability insurance policy.

SECTION 12 - Residency

The Police Chief shall maintain permanent residency in Middleborough or Lakeville.

SECTION 13 - Other Terms and Conditions of Employment

This Agreement shall not be interpreted to provide more retirement and health insurance benefits beyond those to which the Police Chief is entitled to under the Massachusetts General Laws.

SECTION 14 - Notices

Notices pursuant to this Agreement shall be hand delivered or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO TOWN: Chairman of Board of Selectmen
Town Hall, 10 Nickerson Avenue
Middleborough, MA 02346

B. TO POLICE CHIEF: Bruce D. Gates
175 Precinct Street
Middleborough, MA 02346

Notice shall be deemed as given as of the date of hand delivery or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Any change of address shall be given in writing and delivered in the same manner as other notices.

SECTION 15- Additional Provisions

A. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications of same shall be effective unless by an instrument in writing duly executed by the parties.

B. This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any provision, or any portion thereof, contained in this Agreement is determined to be illegal by a court of competent jurisdiction, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

C. All compensation and benefits provided under this Agreement are subject to appropriation by the Town Meeting. In the event that the Town Meeting does not vote to fund the monetary provisions, the parties shall attempt to renegotiate this Agreement or relevant portions thereof.

D. For the purposes of the Fair Labor Standards Act, the Police Chief shall be an "exempt employee".

IN WITNESS WHEREOF, the parties hereunto set their hands and seal by their duly authorized representatives this _____day of _____, 2012.

TOWN OF MIDDLEBOROUGH,
Acting by and through
Its Board of Selectmen

_____

_____

_____

_____

_____
Date:

_____
BRUCE D. GATES

_____
Date:

Jacqueline Shanley

From:	Charles Cristello
Sent:	Monday, December 03, 2012 3:45 PM
To:	Jacqueline Shanley
Subject:	FW: Vine St
Attachments:	Notices to Vacate (Vine St).docx

For a vote next week.

From: Decas, Murray & Decas [mailto:decasmurraydecas@yahoo.com]
Sent: Monday, December 03, 2012 3:36 PM
To: Charles Cristello
Cc: Judy MacDonald
Subject: Vine St

December 3, 2012

Charles J. Cristello, Town Manager ***(via email)***

RE: 4 Vine Street – Ewas

Dear Charlie:

I enclose two notices to vacate, one for the taxpayer LLC and one for the tenant.

I suggest that these notices be put on Board letterheads with the Board signing an original of each. Then please give me the originals, and I will ask the Plymouth County Deputy Sheriffs to serve the notices.

Very truly yours,

Daniel F. Murray
Town Counsel
DFM/s
98-248
Enclosures
cc: Judy MacDonald, Treasurer & Collector *(via email)*

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

December 10, 2012

John M. Ewas, Manager
Sean Michael, LLC
7 Webster Street
Middleboro, MA 02346

RE: 4 Vine Street, Middleboro, MA – NOTICE TO VACATE

Dear Mr. Ewas:

Please be advised that the Town of Middleborough is the owner of the referenced property at 4 Vine Street which you now occupy for business purposes. The Town of Middleborough became the owner of the property by virtue of a judgment of the Land Court to foreclose the right to redeem the property from the Town's taking of the property for unpaid taxes.

Please be advised that you must vacate the referenced property. Any rights you may have to occupy the premises are hereby terminated. You are to vacate the premises not later than seven (7) days after your receipt of this notice. If you fail to vacate and remove your personal property in the time stated, the Town reserves its right to take appropriate action to remove you from the premises pursuant to law.

Very truly yours,

_____

_____

_____

_____

_____

Town of Middleborough Board of Selectmen

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

December 10, 2012

Charles Martineau d/b/a
Martineau Enterprises
22 Cambridge Street
Middleboro, MA 02346

RE: 4 Vine Street, Middleboro, MA – NOTICE TO VACATE

Dear Mr. Martineau:

Please be advised that the Town of Middleborough is the owner of the referenced property at 4 Vine Street which you now occupy for business purposes. The Town of Middleborough became the owner of the property by virtue of a judgment of the Land Court to foreclose the right to redeem the property from the Town's taking of the property for unpaid taxes.

Please be advised that you must vacate the referenced property. Any rights you may have to occupy the premises are hereby terminated. You are to vacate the premises not later than seven (7) days after your receipt of this notice. If you fail to vacate and remove your personal property in the time stated, the Town reserves its right to take appropriate action to remove you from the premises pursuant to law.

Very truly yours,

_____

_____

_____

_____

_____
Town of Middleborough Board of Selectmen

OFF THE RECORD OFFER NOVEMBER 28, 2012
MEMORANDUM OF AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, AFL-CIO LOCAL 76 (MIDDLEBOROUGH POLICE PATROL OFFICERS)

The Town reserves the right to withdraw this offer in whole or part if it is not ratified by the bargaining unit by December 15, 2012.

The Town of Middleborough ("the Town") and the New England Police Benevolent Association, AFL-CIO, Local 96, Middleborough Police Patrol Officers ("Local 76") hereby agree that the collective bargaining agreement between the Town and Local 76 will be extended for three years, through June 30, 2013, with the changes agreed to by the parties' negotiating teams and set forth below. This offer and Agreement shall be considered **off-the-record** until ratified by the Local 76 membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification.

If ratified by both parties' principals, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement and the material terms of the parties' MOA for 2007-10 that have not been rendered moot into the unchanged provisions of the 2004-2007 Agreement that have not been rendered moot. Failing ratification by both parties' principals and funding by Town Meeting, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

Unless otherwise specified, all the changes set forth below will take effect after Town Meeting funds the Contract.

---

1. **ARTICLE III-SENIORITY-SECTION G**-Change the next to the last sentence to read as follows:

"However, no officer shall be involuntarily reassigned in this manner for more than three (3) workdays in each bid cycle, as necessary, to avoid overtime."

2. **ARTICLE V-UNIFORMS AND EQUIPMENT**- Section B: Add a sentence that reads as follows: "Effective for FY 2014, as an alternative, a member otherwise eligible for a clothing allowance may chose to receive it under a voucher reimbursement system established by the Department. Any balance on the member's clothing allowance account as of June 1st will be paid by check to the member by the last pay period of the same fiscal year."

3. **ARTICLE VI-EXTRA PAID DETAILS**

   a. Change the first two sentences of section "B" to read as follows: "Effective January 1, 2013, such details, except those worked for the Town of Middleborough shall be compensated at $44 per hour."

   b. Substitute the following two sentences for the second sentence of section "C": "Pay increments will be as follows: Four (4) hour minimum through the first four (4) hours, then hourly as determined by the job until its completion. Effective January 1, 2013, details worked for Middleborough Gas & Electric will be paid in four (4) hour minimum payment blocks."

4. **ARTICLE X-COURT TIME**-Add the following as section "C.":

   "A member of the bargaining unit scheduled to work a day shift who is instead assigned to a Court appearance will return to complete the shift after the completion of his Court assignment unless the assignment requires him to remain at the Court past 2:30 p.m."

5. **ARTICLE XI-HOLIDAYS- (submission deadline extended until December 21, 2012 on a one time basis).**

   a. Change Section B(1) to read as follows: "Paid holidays shall mean additional compensatory time off or a days' pay.

   b. Delete section "C" to read as follows: "Each December 1, employees shall submit to the Chief a statement indicating how many holidays they want to take as compensatory days off and how many holidays they want to receive an additional days' pay for, in the following fiscal year. Such selection shall be without restrictions. Absent the submission of a timely selection statement, the Chief will determine how holiday compensation is to be provided to the officer, whether as additional days of pay, days off with pay, or combination thereof.

6. **ARTICLE XIII-HOURS OF DUTY-Section J**-Delete current language and insert in its place:

   "A shift shall consist of at least five (5) uniformed officers, at least one of whom must be a supervisor. The administrative lieutenant or the Chief can fill the one supervisor

requirement. On the 8 a.m.- 4 p.m. shift, except for holidays, when the regularly scheduled shift supervisor is absent, the Chief may assign a senior patrol officer who is already working to serve as shift supervisor. For all shifts, where the regularly scheduled supervisor is absent and the Chief or his designee determine that a supervisor has to be called in, a member of the Superior Officers bargaining unit will be called first. If a bargaining unit member is not available to fill the shift, a senior officer may be called in. For purposes of this section, a senior officer is a patrol officer with at least six (6) years experience within the Middleborough Police Department."

7. **ARTICLE XV-WAGES**- Section A. Wage Schedule- Increase Wage Schedule by two percent (2%) effective July 1, 2012 (limited to members of the bargaining unit as of the date of ratification and any former member who transferred to another department with the Town's approval.)

8. **ARTICLE XVIII-GROUP INSURANCE- Section A**

   A. **For July 1, 2010 through June 30, 2012 , replace section A with the following language-**

   "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. 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, except that the Town will provide reimbursements, after July 1, 2010, for the following:

   a. Effective July 1, 2010-December 31, 2010, the amount by which co-pay for a 90-day drug prescription or refill (Tier 3) exceeds $60. Effective January 1, 2011-June 30, 2012, the amount by which a co-pay for a 90-day drug prescription or refill (Tier 3) exceeds $50;

   b. Effective July 1, 2010-June 30, 2012, the amount by which a deductible for a hospital admission exceeds $300;

   c. Effective July 1, 2010-December 31, 2010, the amount by which a deductible for a day surgical procedure exceeds $75. Effective January 1, 2011 through June 30, 2012, the amount by which a deductible for a day surgical procedure exceeds $25

   d. Effective January 1, 2011 through June 30, 2012, the amount by which a co-pay to see a specialist physician exceeds $15.

e. After an employee on an individual HMO plan has expended a total of more than $160 in a fiscal year to pay any increase from fiscal year 2010 in the co-pays and deductibles described in a, b,c and d ("the increases"), the Town will reimburse the full amount of the increases in those co-pays and deductibles.

f. After an employee on an a family HMO plan has expended a total of more than $ 420 in a fiscal year to pay any increase from fiscal year 2010 in the co-pays and deductibles in a, b, c and d ("the increases"), the Town will reimburse the full amount of the increases in those co-pays and deductibles.

g. Increases paid by the employee in FY 11 under either the July 1, 2010-December 31, 2010 or January 1-June 30, 2011 reimbursement program will be cumulative for purposes of determining whether the employee reached the $160 or $420 ceiling in FY 2011.

The reimbursement of the amounts described above 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 will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care."

B. Effective July 1, 2012, rewrite Article to read as follows:

"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. 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

B. The April, 2012 Memorandum of Agreement By and Between The Town Of Middleborough and the Middleborough Public Employee Committee is incorporated by reference. ("PEC Agreement").

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 to 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. All employees shall be covered by liability insurance of up to $1,000,000 for cruiser accidents.

D. All insurance deductions shall be made no more than bi-weekly.

9. ARTICLE XXVIII- TERMS, AMENDMENTS AND MODIFICATION OF THE AGREEMENT

a. Section 3- Change to read as follows:

"3. The term of this Agreement shall be from July 1, 2010 through June 30, 2013.

b. Delete sections 6, 7 and 8 as moot or redundant.

10. The Town will rescind its notice, served on the bargaining unit, March 22, 2010, regarding minimum manning. However, the Town does not waive its right to serve said bargaining unit with the same or similar notice prior to the expiration of this agreement.

11. The Union will withdraw, with prejudice to re-filing, any pending charges at the Division of Labor Relations against the Town.

LOCAL 76	TOWN OF MIDDLEBOROUGH
11-28-12	11/28/12
DATED:	DATED:

THESE PROPOSALS ARE PRESENTED FOR THE SOLE PURPOSE OF NEGOTIATING A SUCCESSOR CONTRACT. THE TOWN RESERVES THE RIGHT TO WITHDRAW OR MODIFY THE PROPOSALS AT ANY TIME. THESE PROPOSALS ARE PRESENTED WITH THE EXPRESS CONDITION THAT THEY CANNOT BE USED TO PREJUDICE IN ANY MANNER THE TOWN'S POSITION IN ANY PENDING OR FUTURE MATTER. NO PROPOSAL IS A CONCESSION BY THE TOWN OF ANY LIMITATION ON ITS EXISTING RIGHTS UNDER THE COLLECTIVE BARGAINING AGREEMENT OR OTHERWISE CONCERNING THE SUBJECT MATTER COVERED BY THE PROPOSAL.