

NEW BUSINESS

12-19-11

Jacqueline Shanley

From: Catherine Hassett
Sent: Thursday, December 15, 2011 1:52 PM
To: Jacqueline Shanley
Subject: RE: Common Victualler's application for Mandarin Kyoto Restaurant

Hi Jackie,

Thank you for the suggestion Jackie. I would also like to add that this new food establishment would have to be inspected by the Health Department for a Food Permit but at this time the Health Department does not have any concerns, objections, and/or requirement in granting this new Common Victualler's License for Mandarin Koyoto Restaurant located at 321 West Grove Street, Map 049- Lot 4928.

Thank you again Jackie,

Catherine

From: Jacqueline Shanley
Sent: Thursday, December 15, 2011 11:37 AM
To: Catherine Hassett
Cc: Jeanne Spalding; Dorothea Frazier
Subject: RE: Common Victualler's application for Mandarin Kyoto Restaurant

Hi Catherine,

The only suggestion I would make is that someone add this restaurant to the renewal list and send me an updated version of that list today. The Board is voting the renewals Monday.

If for some reason, they don't approve the new application, we can adjust the renewal list/vote accordingly.

Jackie

From: Catherine Hassett
Sent: Thursday, December 15, 2011 10:12 AM
To: Jacqueline Shanley
Subject: Common Victualler's application for Mandarin Kyoto Restaurant

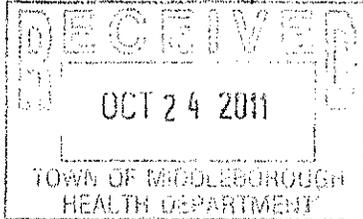
Hi Jackie,

Here is the application for Mandarin Kyoto restaurant. Let me know if you need anything and thank you again.

Take care,

Catheirne

REC ✓ # 5030 for 25.00



LICENSE APPLICATION/RENEWAL
COMMON VICTUALLER

DATE 10/12/2011

FEE \$ 25.00

NAME OF BUSINESS Mandarin Kyoto Restaurant

ADDRESS/LOCATION FOR PERMIT USE 321 W. Grove St., Middleboro, MA

ASSESSORS MAP & LOT 049//4928

NAME OF APPLICANT/PETITIONER Fen Ying Liu, Pres. of Mandarin Kyoto, Inc.

ADDRESS OF APPLICANT/PETITIONER 50 Hodges Ave., Quincy, MA 02171

TELEPHONE # OF APPLICANT 617-953-6774

F.I.D.# OF APPLICANT/PETITIONER 45-3566452

IF A CORPORATION OR PARTNERSHIP, GIVE NAME, TITLE, AND HOME ADDRESS OF OFFICERS OR PARTNER

Fen Ying Liu, Pres./Treas/Secy 50 Hodges Ave., Quincy, MA 02171

Fen Ying Liu
SIGNATURE OF APPLICANT

TO: TREASURER/COLLECTOR
FROM: HEALTH DEPARTMENT

Please inform this department, as to whether or not the above 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 the property owner/petitioner/applicant owe taxes/municipal charges? NO

Signed *[Signature]*
(Treasurer & Collector)

December 13, 2011

Secretary of State William Francis Galvin
McCormack Building
One Ashburton Place
Boston, MA 02108

Dear Secretary Galvin:

The Town of Middleborough respectfully requests your consideration for the authorization of additional funding for the Town of Middleborough MPPF emergency grant of \$30,000 awarded earlier this year for the Middleborough Town Hall historic cupola project.

With the cupola restoration and dome repair underway, the general contractor has uncovered further wood deterioration within the framework of the cupola as well as the wall sill within the cornice of the town hall increasing our project costs by \$28,322. Change orders and photographs of the additional work are attached for your review.

Please help us to preserve this prominent structure which sits in the heart of the Middleborough Center National Register Historic District by approving additional funding for this critical work.

Sincerely,
BOARD OF SELECTMEN

Alfred P. Rullo, Jr.
Chairman

Stephen J. McKinnon
Vice Chairman

Steven P. Spataro

Allin Frawley

Ben Quelle

menders, torrey & spencer, inc.

architecture ■ preservation

123 North Washington Street
Boston, Massachusetts 02114
(p) 617.227.1477 (f) 617.227.2654

▶ December 2, 2011

Charles J. Cristello, Town Manager
Town Hall Building
10 Nickerson Avenue
Middleborough, MA 02346
508-947-0928
Fax: 508-946-2320

Dear Charles:

On Wednesday November 23, 2011 Campbell Construction exposed a portion of the wall sill within the cornice of Town Hall. This large wooden beam carries roof loads and is intended to support steel as part of the dome reinforcing project. This wood is severely deteriorated and needs to be replaced both for the dome project and also to ensure the integrity of the Town Hall roof. Structures North, the structural engineer was called to the site to evaluate the conditions. His report indicated a required repair for which Campbell has provided an estimate.

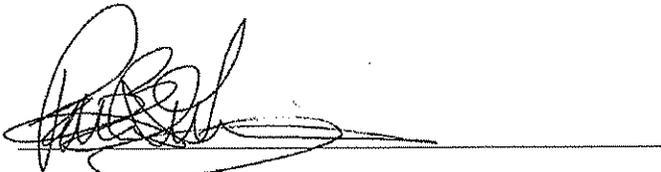
The extent of deterioration indicates that this wood has been worsening for many years, but was not visible until the contractor opened up the framing to insert the steel.

Attached to this cover is the Change Order prepared by our office, the field report and repair sketches from Structures North and the change estimate from Campbell Construction for this work and back-up showing the materials quantities breakdown and pricing. The amount, \$11,123 is a very favorable figure, I ran the scope by another contractor and the figure was nearly double.

Campbell Construction has offered to show the exposed condition to any decision makers so they may understand the seriousness of the situation.

In addition, I have made a preliminary consultation with Massachusetts Historical Commission regarding additional emergency funds and they suggested sending a request to the attention of Secretary Galvin through Paul Holtz at the grants division.

Sincerely,



Patrick Guthrie, RA

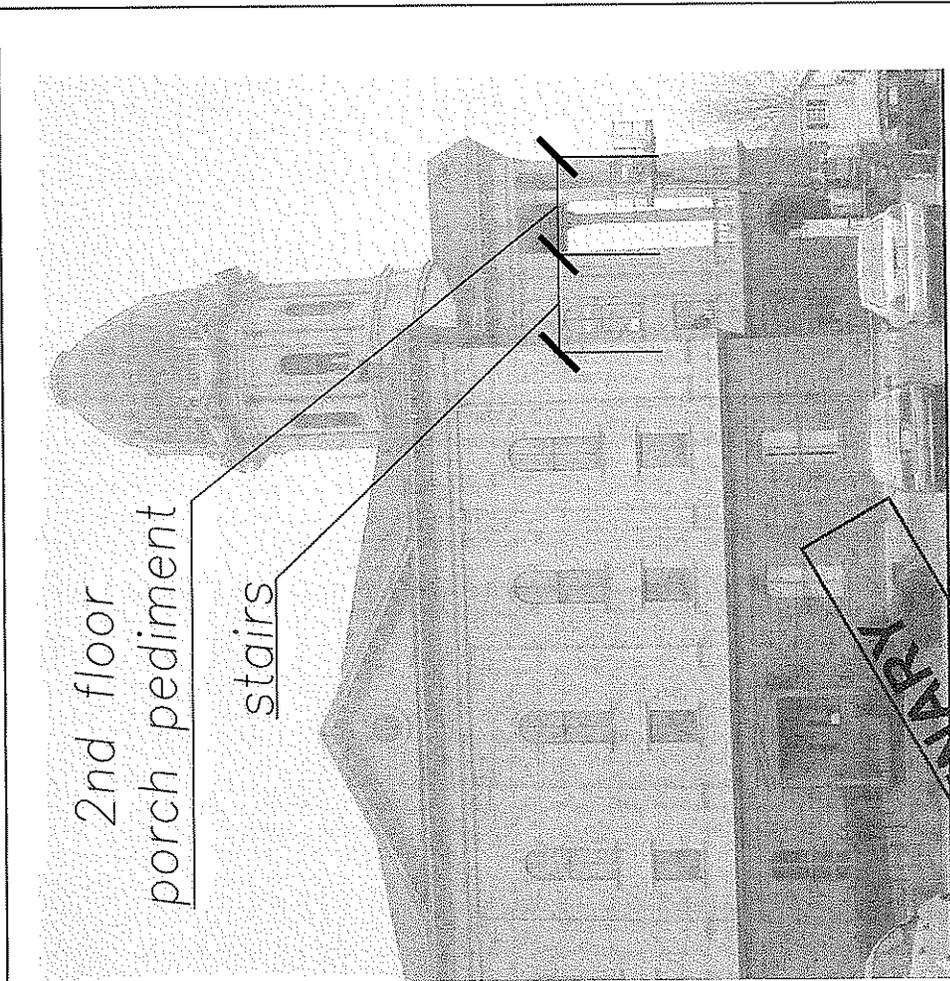
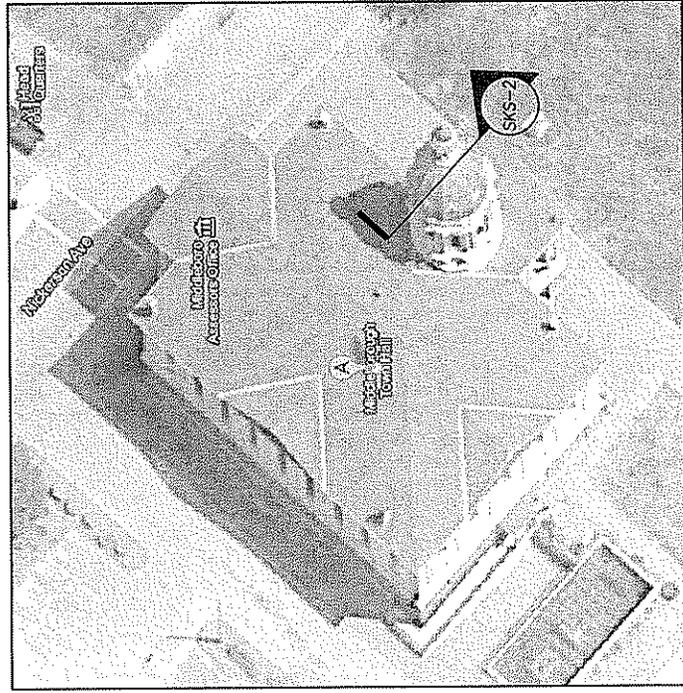
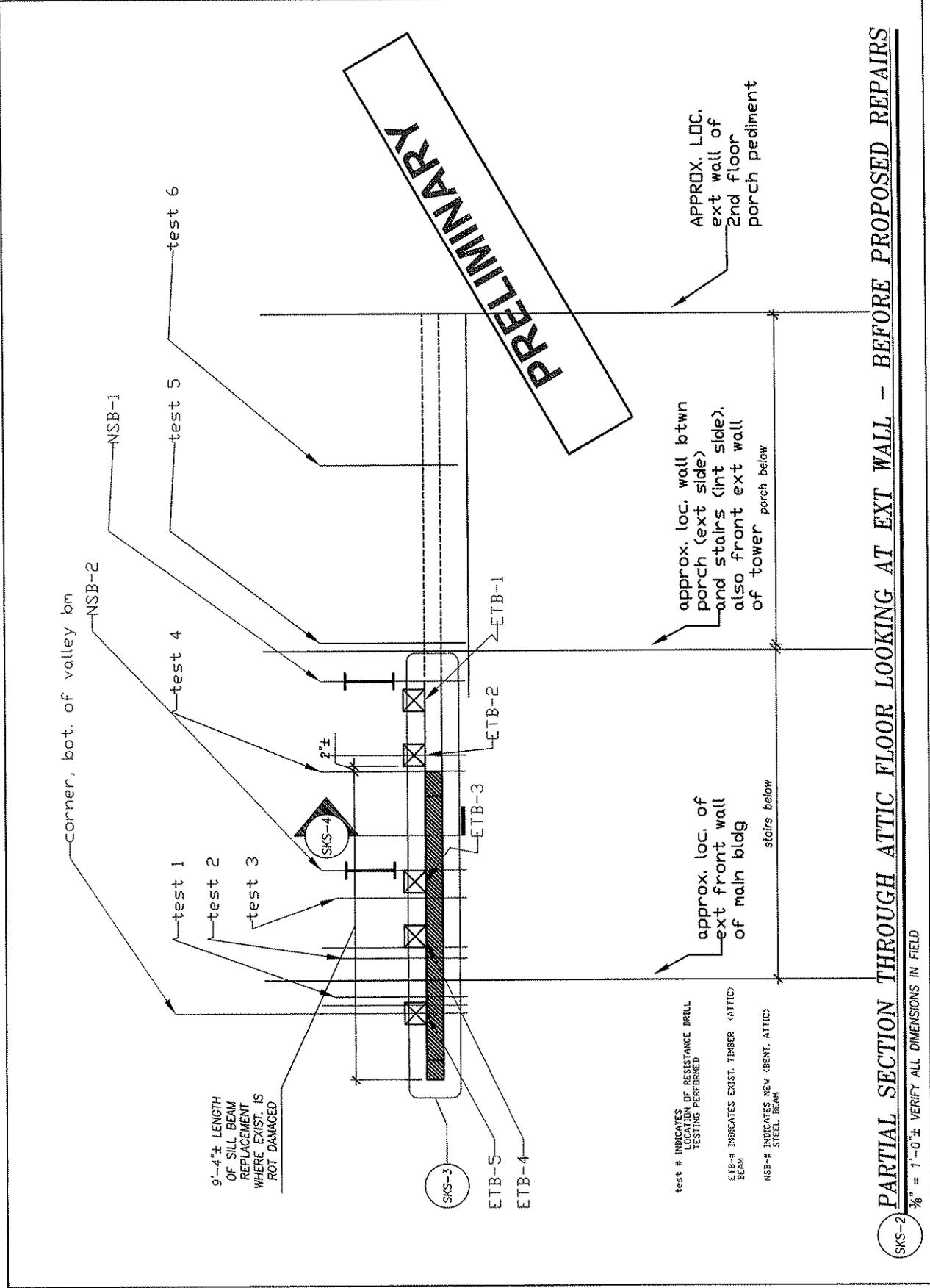


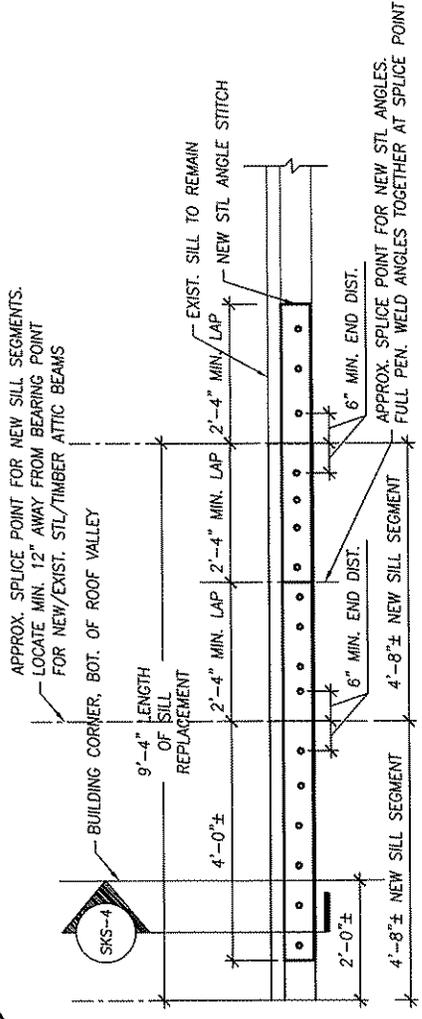
PHOTO ELEVATION
N.T.S.



AERIAL PHOTO KEYPLAN
N.T.S.



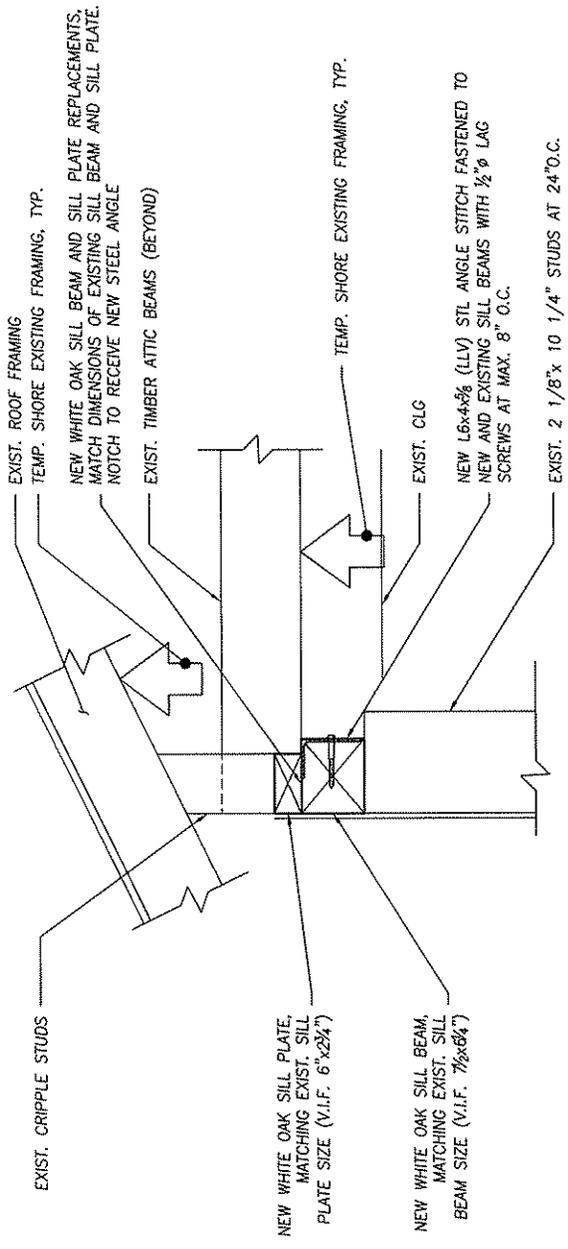
PRELIMINARY



SKS-3 **SCHEMATIC SILL BEAM REPLACEMENT ELEVATION**

1/2" = 1'-0" ± V.I.F. ALL DIMENSIONS

PRELIMINARY



SECTION THROUGH NEW SILL BEAM

1" = 1'-0" ± V.I.F. ALL DIMENSIONS

From: [Jeff Reese](#)
To: [Patrick Guthrie; "CAMPBELL CONSTRUCTION"](#)
Cc: [Ispencer; Kevin Horne; "John Wathne"](#)
Subject: Middleborough rotted sill repair
Date: Wednesday, November 23, 2011 6:00:45 PM
Attachments: [PRELIM SKS SET FOR ROTTED SILL.pdf](#)

Team,

At your request we visited the site today to investigate the rotted sill beam (wall top plate) that Campbell found at one of the front pediment eaves while installing the new bent steel attic beams. We used a resistance drill to probe the sill beam to determine which locations were suitable for keeping and which needed replacing. Portions of the sill beam in question were so badly rotted that Campbell had been able to knock the top half of the beam off easily (see attached photo). The attached preliminary SKS-1 through 4 are what we are proposing as a repair. It involves a 9'-4" +/- long new white oak sill, along with steel angles that stitch the sill plate segments together. Please review and let us know your thoughts. The sill beam on the opposing side/eave appeared to be in good condition.

Thanks,
Jeff

Jefferey J. Reese, P.E.

Structural Engineer

Structures North Consulting Engineers, Inc.

Ph. (978) 745-6817 ext. 17

Fax (978) 745-6067

jreese@structures-north.com



Campbell
Construction
Group, LLC

November 29, 2011

Proposed Mod. #2

**Repair & Reinstallation of Town Cupola
& Dome Reinforcing
Middleborough, MA**

Structural work per SKs 1 & 2 by Structures North dated 11/23/11		
Materials & Equipment:		\$ 3,520.00
Boom Lift	1,940.00	
Misc Materials	820.00	
Steel Fabrication & Welding	760.00	
Labor		\$ 6,000.00
80 hrs @ \$75.00	8,250.00	
	Sub-total \$	9,520.00
	OH & P @ 15%	1,428.00
	Bond @ .016	175.00
	Total \$	11,123.00



AIA Document G701™ – 2001

Change Order

PROJECT (<i>Name and address</i>): Middleborough Town Hall Cupola Restoration and Dome Reinforcement Town Hall Building 10 Nickerson Avenue Middleborough, MA 02346	CHANGE ORDER NUMBER: 002 DATE: December 2, 2011	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (<i>Name and address</i>): Campbell Construction Group, LLC 21 Caller Street, Suite 4 Peabody, MA 01960	ARCHITECT'S PROJECT NUMBER: 1109.10 CONTRACT DATE: September 19, 2011 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Replacement of rotted sill at Pediment Gable of Town Hall

The original Contract Sum was	\$ 189,500.00
The net change by previously authorized Change Orders	\$ 17,199.00
The Contract Sum prior to this Change Order was	\$ 206,699.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,213.00
The new Contract Sum including this Change Order will be	\$ 217,912.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Menders, Torrey and Spencer, Inc</u> ARCHITECT (<i>Firm name</i>)	<u>Campbell Cosntruction Group, LLC</u> CONTRACTOR (<i>Firm name</i>)	<u>Town of Middleborough</u> OWNER (<i>Firm name</i>)
123 North Washington Street, 5th Floor Boston, MA 02114	21 Caller Street, Suite 4 Peabody, MA 01960	Town Hall Building 10 Nickerson Avenue Middleborough, MA 02346
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
<u></u> BY (<i>Signature</i>)	<u></u> BY (<i>Signature</i>)	<u></u> BY (<i>Signature</i>)
<u>PATRICK BENUTHEIRA</u> (<i>Typed name</i>)	<u>GREG CAMPBELL</u> (<i>Typed name</i>)	<u>ALFRED BULLOCK, JR.</u> (<i>Typed name</i>)
<u>12.11.11</u> DATE	<u>12/12/11</u> DATE	<u>12.12.11</u> DATE

▶ November 4, 2011

Charles J. Cristello, Town Manager
Town Hall Building
10 Nickerson Avenue
Middleborough, MA 02346
508-947-0928
Fax: 508-946-2320

Dear Charles:

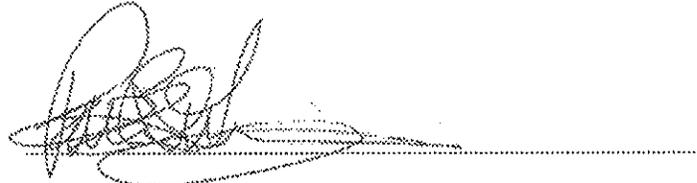
We met with Campbell Construction Group and Caroline LaCroix of your office on site October 31, 2011 to review newly revealed conditions of the framing of the cupola. Campbell Construction had removed areas of trim, exposing underlying rot in the structural posts which greatly exceeds the apparent deterioration visible prior to removals.

After evaluating the conditions and of framing and noting that much of the extant trim would need to be removed and likely damaged to replace the framing members it was determined that Campbell should provide a price to replace the framing and woodwork from the base up to the ring of modillions under the dome –see illustration below. We also determined that this work would best be performed in a shop – which would allow more access to tools for the work required. Campbell Construction will move the cupola at no cost to the town.

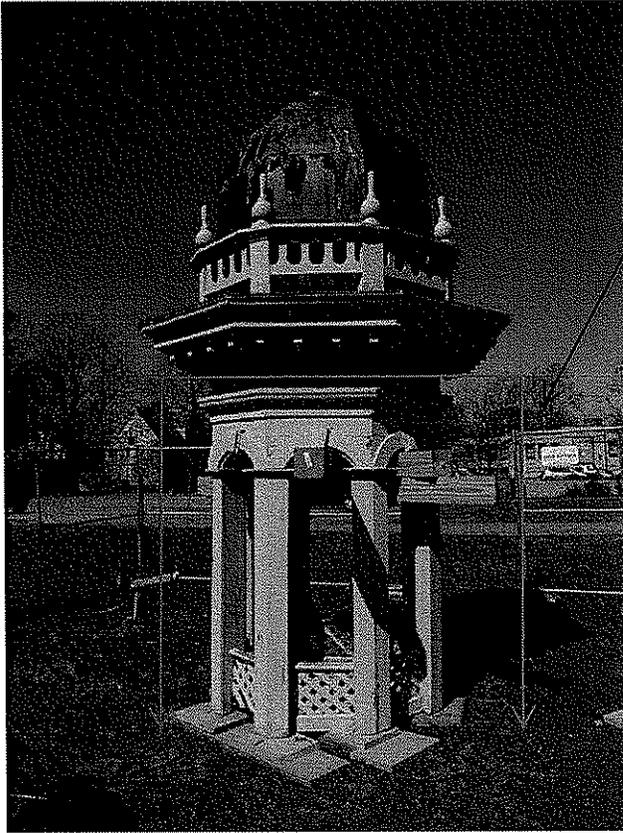
Attached to this cover is the Change Order prepared by our office and the change estimate from Campbell Construction for this work and back-up showing the materials quantities breakdown and pricing. The amount, \$17,199 is appropriate for the level of work involved.

Understanding that budget is limited it should be emphasized that this change is necessary for proper reinstallation of the cupola and will also yield an even more long lived repair to this historic feature.

Sincerely,



Patrick Guthrie, RA



Replace from brackets down.

Cover e-mail from David Campbell, President of Campbell Constructicon.

During the disassembly of the individual items of trim which are schedule to be replaced as detailed on A101 and A102, it was discovered that the 8 corner posts are severely rotted and should be replaced and the trim boards are weathered and would be damaged beyond re-use in the replacement of the posts.

It is our assessment that the cupola should be rebuilt in its entirety from the underside of the brackets at the eave level, down to the bottom of the posts.

Due to the extent of the work required, it will be more efficient to remove the cupola from the site to a woodworking shop for reconstruction.

Attached is an itemized breakdown of the cost to reconstruct. These costs include transport to and from the site and are in addition to the costs which were included in our original bid as detailed in A101 and A102.

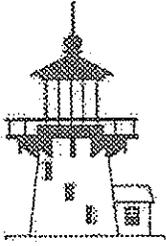
Please call with any questions.

Thanks.

David

978.758.8001 cp

978.532.1998 off



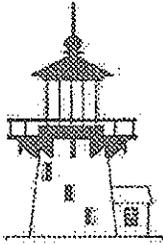
Campbell
Construction
Group, LLC

November 2, 2011

Revised Proposed Mod. #1

Repair & Reinstallation of Town Cupola
& Dome Reinforcing
Middleborough, MA

Materials		\$	6,470.00
6 x 6 PT posts	380.00		
400 BF Spanish cedar	3,600.00		
Custom cedar moldings, lattice & railings	2,210.00		
Fasteners & angles	280.00		
Labor		\$	8,250.00
110 hrs @ \$75.00	8,250.00		
	<i>Sub-total</i>	\$	14,720.00
	<i>OH & P @ 15%</i>		2,208.00
	<i>Bond @ .016</i>		271.00
	<i>Total</i>	\$	17,199.00



Campbell
Construction
Group, LLC

November 4, 2011

Revised Proposed Mod. #1
BACK UP

Repair & Reinstallation of Town Cupola
& Dome Reinforcing
Middleborough, MA

Material Quantity & Pricing
Posts clad in 1" Spanish Cedar

Each post is approx. 12' in length. Per A101 detail 6, each linear feet of post will
require approx. 3 board ft to clad

Quantity of posts: 8

Length of posts: 12'

Cladding: 3 bf per lf

$$8 \times 12 \times 3 = 288 \text{ bf}$$

Trim above post capital to the underside of
cornice, per A100, A101, A103

Approx. 20 bf for face

$$8 \times 10 = 80 \text{ bf}$$

Lattice work interior trim, stops, keystones,
etc. approximately

50 bf

Total 418 bf

		11-1/4	9-1/4	7-1/4	5-1/2	4-1/2	3-1/2	2-1/2
POPLAR	1/2 X	\$3.30	\$2.75	\$2.05	\$1.65	\$1.35	\$1.05	

		11-1/4	9-1/4	7-1/4	5-1/2	4-1/2	3-1/2	2-1/2
BIRCH, RED	3/4" X	\$12.60	\$10.50	\$7.60	\$5.10	\$4.15	\$3.25	
CEDAR, SPANISH	3/4" X	\$9.10	\$7.80	\$6.00	\$4.75	\$3.60	\$3.00	
CEDAR, WEST. RED	3/4" X	\$7.55	\$6.05	\$4.50	\$2.70	N/A	\$1.65	
CHERRY	3/4" X	\$10.00	\$8.60	\$6.30	\$4.60	\$3.45	\$2.90	\$2.45
FIR, VERTICAL GRAIN	3/4" X	\$7.90	\$5.65	\$3.75	\$1.80	N/A	\$0.80	
FLEXIBLE (FOR CURVES)	3/4" X	N/A	\$26.00	\$20.30	\$14.30	\$12.35	\$8.65	
MAHOGANY	3/4" X	\$13.00	\$11.15	\$9.30	\$7.50	\$5.60	\$4.70	
MAPLE, HARD WHITE	3/4" X	\$8.10	\$7.20	\$4.00	\$3.10	\$2.35	\$1.95	\$1.50
OAK, RED	3/4" X	\$6.19	\$5.10	\$3.10	\$2.47	\$1.89	\$1.61	\$1.39
OAK, WHITE	3/4" X	\$7.32	\$6.58	\$5.25	\$2.81	\$2.12	\$1.81	
QTR SAWN WHITE OAK	3/4" X	\$14.90	\$12.80	\$10.15	\$7.45	\$4.90	\$3.90	
PINE, CLEAR EASTERN WHITE	3/4" X	\$6.60	\$5.60	\$4.45	\$3.20	\$2.70	\$2.25	
PINE, SOUTHERN YELLOW	3/4" X	\$3.55	\$3.15	\$2.85	\$1.90	\$1.60	\$1.30	
POPLAR	3/4" X	\$3.30	\$2.75	\$2.05	\$1.65	\$1.35	\$1.05	\$0.80
WALNUT	3/4" X	\$15.25	\$12.85	\$8.15	\$5.80	\$4.75	\$3.70	

4/4 D2S 13/16 R1E	All stock R/W/L pricing based on tally after milling		
ASH	\$3.95	~	BD FT
BASSWOOD	\$5.30	~	BD FT
BEECH (EUROPEAN STEAMED)	\$5.20	~	BD FT
BIRCH, NATURAL	\$4.50	~	BD FT
BLOODWOOD	\$9.00	~	BD FT
BUTTERNUT	\$7.00	~	BD FT
BUBINGA	\$11.85	~	BD FT
CHERRY	\$4.05	~	BD FT
GUMWOOD	\$7.10	~	BD FT
HICKORY	\$4.40	~	BD FT
JATоба (BRAZILIAN CHERRY)	\$6.40	~	BD FT
MAHOGANY	\$9.60	~	BD FT
MAPLE, HARD WHITE	\$3.75	~	BD FT
OAK, RED	\$2.93	~	BD FT
PAU AMARELLO (YELLOWHEART)	\$5.00	~	BD FT
POPLAR	\$2.25	~	BD FT
PURPLEHEART	\$6.90	~	BD FT
SAPELE	\$7.45	~	BD FT
WENGE	\$16.75	~	BD FT

* N/A - Not available as a stock item custom order only

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

02/11

ANDERSON MCQUAID CO. INC.



AIA®

Document G701™ – 2001

Change Order

PROJECT (Name and address): Middleborough Town Hall Cupola Restoration and Dome Reinforcement Town Hall Building 10 Nickerson Avenue Middleborough, MA 02346	CHANGE ORDER NUMBER: 001 DATE: Novmeber 3, 2011	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Campbell Construction Group, LLC 21 Caller Street, Suite 4 Peabody, MA 01960	ARCHITECT'S PROJECT NUMBER: 1109.10 CONTRACT DATE: September 19, 2011 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

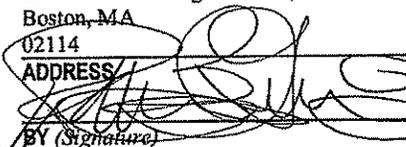
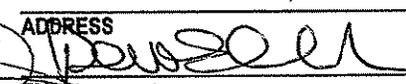
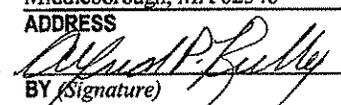
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Complete post replacement of structural posts in the cupola and replacing all board siding and molding below the rim of the dome.
See attached cost breakdown.

The original Contract Sum was	\$ 189,500.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 189,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 17,199.00
The new Contract Sum including this Change Order will be	\$ 206,699.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Menders, Torrey and Spencer, Inc</u> ARCHITECT (Firm name)	<u>Campbell Cosntruction Group, LLC</u> CONTRACTOR (Firm name)	<u>Town of Middleborough</u> OWNER (Firm name)
123 North Washington Street, 5 th Floor Boston, MA 02114	21 Caller Street, Suite 4 Peabody, MA 01960	Town Hall Building 10 Nickerson Avenue Middleborough, MA 02346
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>PATRICK BEUTHARTE</u> (Typed name)	<u>DAVID S CAMPBELL</u> (Typed name)	<u>Alfred P. Rullo</u> (Typed name)
<u>11.3.11</u> DATE	<u>11.21.11</u> DATE	<u>November 7, 2011</u> DATE

PRB
11.4.11

December 12, 2011

Mr. David Giannotti
Public Education and Communications Division Chief
State Ethics Commission
One Ashburton Place, Room 619
Boston, MA 02108

Dear Mr. Giannotti:

Thank you for the informative and detailed presentation on the conflict of interest law presented to elected and appointed officials of the Town of Middleborough. The presentation was outstanding and the examples used provided even greater clarification and understanding.

Again, we sincerely appreciate your willingness to travel to Middleborough and present this important information.

Sincerely,
BOARD OF SELECTMEN

Alfred P. Rullo, Jr.
Chairman

Stephen J. McKinnon
Vice Chairman

Steven P. Spataro

Allin Frawley

Ben Quelle



Town of Middleborough
Water Division – Department of Public Works
48 Wareham Street
Middleborough, MA 02346
Phone 508-946-2482 Fax 508-946-2484

Joseph M. Silva
Water Superintendent

Date: December 5, 2011

To: Board of Selectmen
Attn: Chairman Al Rullo

From: Joseph M. Silva
Middleborough Water Superintendent

Re: Inoperable Vehicle – 1997 Ford Ranger Pickup – VIN 1FTCR10U3VTA54653

I would like to notify the Board that the Water Department has in their possession a 1997 Ford Ranger Pickup which is no longer operable. It has a broken frame and can not legally be repaired. It will not pass inspection. The Town mechanic feels it should be declared as surplus. I will be happy to answer any questions or concerns you may have regarding this.

Cc: Charles Cristello
Town Manager



December 13, 2011

Mr. Charlie Cristello
Town Manager
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

RE: Middleborough Sanitary Landfill
Request for early closure of Drop-Off area at the Middleborough Landfill 12-24-11, 12-31-11.

Dear Mr. Cristello, and Board of Selectmen,

We hope this message finds you and your families well. We would like to respectfully request that the drop-off center be allowed to close at noontime instead of 3:30pm Saturday 12-24-2011, and Saturday 12-31-2011. This would allow our staff to spend some additional time with their loved ones during the Holidays.

Regards,

Aaron Smith
District Manager

cc. Mr Andrew Bagus, Middleborough DPW Director.

Incorporated 1669
341 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Andrew P. Bagas
D. P. W. Director

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

DIVISIONS
Highway
Sanitation
Insect & Pest Control
Tree Warden
Wastewater
Water

December 12, 2011

To: Charles Cristello, Town Manager

From: Andrew Bagas 

RE: SERSG - 2012 Contract Award for Services

I recommend that the Board of Selectmen sign the attached 2012 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 _____, 2011 to award contracts to the bidders listed below under the SERSG DPW Services IFB for a twelve month period commencing 1/1/12. 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 TWELVE MONTH PERIOD COMMENCING 1/1/12.

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Quantity</u>	<u>Total Value</u>
1. Pavement Reclamation			
<u>Mass. Pavement Reclamation - Hanover, MA</u>			
<i>BIDDER'S NAME</i>			
Pavement Reclamation	\$2.80 per square yard	59,000	\$165,200.00
Excess Loading of Reclaimed Material	\$0.01 per cubic yard	0	\$0.00
Structure Remodeling	\$0.01 per vertical foot	0	\$0.00
Trucking	\$75.00 per hour	0	\$0.00
	Item Sub-Total		\$165,200.00
2. In-Place Bituminous Concrete			
<u>Zone E: Bridgewater, Raynham and Middleborough</u>			
<u>JH Lynch Cumberland, RI</u>			
<i>BIDDER'S NAME</i>			
In-Place Bituminous Concrete	\$64.00 per ton	9,500	\$608,000.00
Structure Adjustments	\$195.00 each	60	\$11,700.00
Structures Remodeled	\$200.00 per vertical foot	60	\$12,000.00
Structures Rebuilt	\$150.00 each	20	\$3,000.00
Hand Work	\$95.00 per ton	20	\$1,900.00
Sawcutting	\$1.00 per ton		\$0.00
Playgrounds / Parking Lots	\$65.00 per ton	200	\$13,000.00
	Item Sub-Total		\$649,600.00
3A. POLYMER-MODIFIED CRACK SEALING			
<u>Crack-Sealing - Raynham, MA</u>			
	\$11.00 per gallon	12,000	\$132,000.00
	<i>BIDDER'S NAME</i>		\$5,222.00 per day
			\$0.00
	Item Sub-Total		\$132,000.00
4. HOT ASPHALT CHIP SEAL			
<u>Comer Contracting Farmington, CT</u>			
<i>BIDDER'S NAME</i>			
Leveling/ShimCourse	\$118.00 per ton	200	\$23,600.00
Stone Chip Seal	\$2.13 per square yard	20,000	\$42,600.00
Leveling Course	\$118.00 per ton	0	\$0.00
Double Chip Seal	\$3.93 per square yard	0	\$0.00
Leveling Course	\$118.00 per ton	0	\$0.00
	Item Sub-Total		\$66,200.00
5. COLD PLANING			
<u>Garrity Asphalt Reclaiming Bloomfield, CT</u>			
	\$1.65 per square yard	30,000	\$49,500.00
<i>BIDDER'S NAME</i>			
6. MICRO PAVING			
<u>NY Bituminous - Chester, NY</u>			
<i>BIDDER'S NAME</i>			
Surface Course (1 lift)	\$2.38 per square yard	20,000	\$47,600.00
Leveling Course (2 lifts)	\$3.97 per square yard	0	\$0.00
Leveling Course with crack repair (2 lifts)	\$4.46 per square yard	0	\$0.00
	Item Sub-Total		\$47,600.00

8. INSTALLATION OF STEEL BEAM GUARD RAIL

Commonwealth Guardrail - Westfield, MA

BIDDER'S NAME

Straight (Metal Posts)	\$19.10 per foot	2,500	\$47,750.00
Straight (Wooden Posts-Galvanized)	\$19.50 per foot	0	\$0.00
Straight (Wooden Posts-Rust)	\$19.60 per foot	0	\$0.00
Curved (Galvanized)	\$19.50 per foot	150	\$2,925.00
Curved (Rust)	\$20.50 per foot	0	\$0.00
End Pieces (Galvanized)	\$48.00 each	36	\$1,728.00
End Pieces (Rust)	\$50.00 each	0	\$0.00
	Item Sub-Total		\$52,403.00

9. SIDEWALK CONSTRUCTION AND SETTING OF CURBS AND EDGING

Capone Brothers Randolph, MA

BIDDER'S NAME

Earth Excavation (cubic yds)	\$ 12.00 per cubic yard		\$0.00
Unclassified Excavation (cub yds)	\$ 18.00 per cubic yard		\$0.00
Class A Rock Excavation (cub yds)	\$ 25.00 per cubic yard		\$0.00
Stump Excavation (cubic yards)	\$ 25.00 per cubic yard		\$0.00
Topsoil Excavated and stacked (cub yds)	\$ 1.00 per cubic yard		\$0.00
Dense graded stone (cubic yards)	\$ 20.00 per cubic yard		\$0.00
Processed gravel (in place) (cubic yds)	\$ 18.00 per cubic yard	20	\$360.00
Installation of concrete sidewalks & wheelchair ramps (full depth construction) (sq yds)	\$ 60.00 per square yard	100	\$6,000.00
Installation of bituminous concrete sidewalk overlay	\$ 140.00 per ton		\$0.00
Installation of bit. concrete sidewalks and wheelchair ramps (full depth construction) (sq yds)	\$ 35.00 per square yard		\$0.00
Installation of bituminous concrete berms and curbs	\$ 8.00 per linear foot		\$0.00
Install of Granite Curb - Straight - Type VB	\$ 14.00 per linear foot		\$0.00
Furnish and Install Granite Curb Corners - Type A	\$ 200.00 each		\$0.00
Furnish and Install Granite Curb Inlet - Straight -Type A	\$ 280.00 each		\$0.00
Furnish and Install Granite Curb Inlet - Curved -Type A	\$ 300.00 each		\$0.00
Furnish and Install Granite Curb - Straight - Type VB	\$ 27.00 per linear foot		\$0.00
Furnish and Install Granite Curb - Curved - Type VB	\$ 33.00 per linear foot		\$0.00
Furnish and Install Granite Curb - Curved - Type VA4	\$ 34.00 per linear foot		\$0.00
Furnish and Install Granite Curb - Straight - Type VA4	\$ 30.00 per linear foot		\$0.00
Furnish and Install Granite Curb - Straight - Type SB	\$ 20.00 per linear foot		\$0.00
Furnish & Install Granite Transition Curb for wheelchair ramps & driveways - Straight - Type VB (lin ft)	\$ 28.00 per linear foot		\$0.00
Furnish & Install Granite Transition Curb for wheelchair ramps & driveways - Curved - Type VB (lin ft)	\$ 33.00 per linear foot		\$0.00
Furnish and Install Transition Slope to Vertical (each)	\$ 235.00 each		\$0.00
Furnish and Install Handicap Panels (rubber ADA) (each)	\$ 299.00 each	10	\$2,990.00
Granite Curb - Removed and Reset - Type VB (linear ft)	\$ 14.00 per linear foot		\$0.00
Granite Curb - Removed and Reset - Type SB (linear ft)	\$ 12.00 per linear foot		\$0.00
Granite Curb Inlet - Removed and Reset (each)	\$ 100.00 each		\$0.00
Granite Curb Corner - Removed and Reset (each)	\$ 25.00 each		\$0.00
Granite Edging Removed and Reset (linear ft)	\$ 14.00 per linear foot		\$0.00
Granite Curb Removed and Stacked (linear ft)	\$ 1.00 per linear foot		\$0.00
Granite Curb Inlet - Removed and Stacked (each)	\$ 1.00 each		\$0.00
Furnish and Install Granite Edging - Straight - Type SB	\$ 18.00 per linear foot		\$0.00
Mail Boxes Removed and Reset (each)	\$ 50.00 each		\$0.00
Loam and Seed (square yds)	\$ 10.00 per square yard		\$0.00
Pavement Sawcutting / Grinding (linear ft)	\$ 1.75 per linear foot		\$0.00
Sweeping (Manual cleanup following Sawcutting / Grinding) (lin ft)	\$ 0.01 per linear foot		\$0.00
	Item Sub-Total		\$9,350.00

13. CHLORINATED RUBBER TRAFFIC LINE PAINTING

Highway Safety Systems, Rockland, MA

BIDDER'S NAME

4" Yellow Centerline	\$0.038 per linear foot	500,000	\$19,000.00
4" White Line	\$0.038 per linear foot	0	\$0.00
4" Yellow Hatch Lines	\$0.380 per linear foot		\$0.00
Cross-walks	\$0.380 per linear foot	2,000	\$760.00
Stopline	\$0.380 each	0	\$0.00
Stop Words	\$10.000 each		\$0.00
Ts and Ls	\$1.000 each	0	\$0.00
Parking Lines	\$0.160 each		\$0.00
Directional arrows (federal)	\$15.000 each	0	\$0.00
8" "only"	\$15.000 each	8	\$120.00
3" "only"	\$15.000 each	0	\$0.00
8" "school"	\$36.000 each	8	\$288.00
Traffic Islands	\$25.000 each		\$0.00
Rail-road Crossings	\$100.000 each		\$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		\$20,168.00

14. THERMOPLASTIC TRAFFIC LINE PAINTING

Highway Safety Systems, Rockland, MA

BIDDER'S NAME

4" white or yellow line	\$0.400 per linear foot	4,000	\$1,600.00
12" white line	\$1.450 per linear foot	0	\$0.00
8" "only"	\$80.000 each	8	\$640.00
3" "Only"	\$70.000 each	0	\$0.00
8" "school"	\$150.000 each	2	\$300.00
Removal of Existing Thermo. Lines	\$0.950 per square foot	0	\$0.00
Grinding for Inlay	\$0.500 per square foot	0	\$0.00
	Item Sub-Total		\$2,540.00

15. EPOXY TRAFFIC LINE PAINTING

Markings Inc. Pembroke, MA

BIDDER'S NAME

4" white or yellow line	\$0.260 per linear foot	5,000	\$1,300.00
12" white line	\$1.150 per linear foot	500	\$575.00
8" "only"	\$95.000 each	12	\$1,140.00
3" "Only"	\$45.000 each	0	\$0.00
8" "school"	\$125.000 each	4	\$500.00
Removal of Existing Thermo. Lines	\$0.750 per square foot	0	\$0.00
Grinding for Inlay	\$0.500 per square foot	0	\$0.00
	Item Sub-Total		\$3,515.00

Total Value of All Contracts \$1,198,076.00

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.

Jacqueline Shanley

From: Charles Cristello
Sent: Tuesday, December 13, 2011 1:16 PM
To: Jacqueline Shanley
Subject: FW: consent to refinance

Add this to the Board packet with the other information on it this week.

From: Decas, Murray & Decas [<mailto:decasmurraydecas@yahoo.com>]
Sent: Tuesday, December 13, 2011 1:11 PM
To: Charles Cristello
Subject: consent to refinance

December 13, 2011

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

RE: Draft letter to consent to refinance – Giarusso (Johnson)
11 Anderson Avenue

Dear Charlie:

I reviewed the referenced letter. I see no problem with the letter. I note that the draft letter requires inclusion of the maximum refinance loan amount, a fixed interest rate and that the refinance approval is based on a vote of the Board.

Very truly yours,

Daniel F. Murray
Town Counsel
11-103-1
DFM/s

TOWN OF _____

[DATE]

Carleene Giarrusso (Johnson) SAMPLE
[NAME OF HOMEOWNER] 11 Anderson Ave.
[ADDRESS OF HOMEOWNER]

Dear _____:

At their meeting of [DATE], the _____ Board of Selectmen voted to approve your request to refinance your home at [ADDRESS OF HOMEOWNER].

The vote of approval stipulated that the loan be at a fixed rate and the principal loan amount should not exceed [\$_____].

You may now proceed with your loan, subject to obtaining the prior written approval of the Department of Housing and Community Development. By copy of this letter to that Agency, we are confirming that the Town of _____ has approved your request.

Sincerely,

Town Administrator/Manager

Enclosure

cc: Department of Housing and Community Development

WASHBURN MILL AND FREIGHT HOUSE 2011

REQUEST FOR PROPOSALS

INSTRUCTIONS FOR SUBMISSION

MIDDLEBOROUGH BOARD OF SELECTMEN
(Awarding Authority)

DISPOSITION OF PROPERTY LOCATED ON STATION AND CAMBRIDGE STREETS,
MIDDLEBOROUGH, MASSACHUSETTS

Introduction

The development should enhance the Centre Street – Station Street triangle and strengthen its relationship to the downtown. Design and planning work should set a standard of quality for future downtown Middleborough projects. Commercial uses should be complementary to a typical New England downtown.

I. Instructions to Proposers

The Town of Middleborough is seeking proposals for the purchase and development of the property located on Station and Cambridge Street, currently identified as the Washburn Mill, Freight House and former Center Avenue layout properties, and shown on Assessor's Map 50M.

Sealed proposals shall be received by the Board of Selectmen, Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346 until Friday, March 2, 2012 at 12:00 P.M. Seven copies of each proposal shall be submitted in a sealed envelope clearly marked Washburn Mill/Freight House Proposal with the name and address of the proposer. Proposals received after this time will be deemed non-responsive and will not be accepted. Electronically transmitted proposals (either by fax or email) will be deemed non-responsive and will not be accepted. Applicants are cautioned to hand deliver their proposals or to allow sufficient time for their proposals to be received by the Town. All proposals must be accompanied by a bid deposit, either certified check or bid bond, in the amount of \$1,000 payable to the Town of Middleborough, which will be returned to any unsuccessful proposer.

The Town of Middleborough reserves the right to consider proposals for 120 days after receipt, and further reserves the right to reject any or all proposals, waive any defects, informalities and minor irregularities, to accept exceptions to these specifications; and make such award or act otherwise as it alone may deem in its best interest. In its selection of a proposal the Town of Middleborough reserves the right to interview any or all proposers. It also reserves the right to request additional information from any or all proposers.

The Town will cooperate with and support the successful proposer in applying for grants and seeking other public support such as tax credits (if such are available).

II. Site Visit and Briefing

There will be a tour of the site on Thursday, January 26, 2012 at 10:00 A.M. All inquiries or questions regarding this RFP should be in writing no later than Thursday, February 9, 2012 and directed to Caroline LaCroix, Assistant to the Town Manager, Town of Middleborough, 10 Nickerson Avenue, Middleborough, MA 02346, fax at (508) 946-2320, email clacroix@middleborough.com.

III. Property Description

Set forth below is certain background information about the property that the Town has assembled from a

variety of sources. While the Town has no reason to believe that the information provided by the Town in this RFP (including all attachments and supplements) is not accurate, the Town makes no representation or warranty, express or implied as to the accuracy and completeness of the information. Proposers should undertake their own review and analysis concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, available utilities and other development, ownership, and legal considerations.

Total square footage for the site is 113,500 square feet or 2.6 acres. The site itself is flat and adjacent to the MBTA suburban line which is used by both commuter and freight trains. This site is serviced by the Middleborough Gas & Electric Department, Town of Middleborough Water Department and Town of Middleborough Waste Water Department.

The site consists of three contiguous lots, and a discontinued portion of Center Avenue. The largest lot is a triangle shape, map and lot number of 50M-5852, and contains 1.68 acres and sits by the tracks with an address of 15 Station Street. Its dimensions are approximately 469 X 371 X 392.85. A portion of the 392.85 side is on Station Street. An abandoned Freight House resides on this parcel. This parcel is also encumbered by a 42+/- easements along the rear of the residential properties.

The second lot is a rectangular shaped lot containing .13 acres and it sits between the first lot discussed above and the discontinued portion, Center Avenue, which is approximately .10 acres. Its address is 2 Cambridge Street and is vacant. The map and lot number is 50M-5089. Its dimensions are 37 x 158 x 50 x 136 with frontage on Center Avenue and Cambridge Street.

The last lot is to the north of the other two and contains .60 acres. The map and lot number is 50M-5058. It fronts on both Cambridge and Center Streets. Its dimensions are 278 x 135 x 236x 90 with the 135' and the 236' measurements on Center Street respectively. This lot is vacant but contains the foundation of an old mill that was demolished several years ago.

The 2011 Annual Town Meeting gave the Board of Selectmen the authority to dispose of these properties.

In the interest of providing a full understanding of the re-use opportunities at the site, the following studies have been completed and are available in the Town Manager's Office, 10 Nickerson Avenue, Middleborough, MA for review :

- Environmental Site Assessment of the Washburn Mill Property
 - Prepared by Coler & Colantorio, Inc. – February 1999
- Structural Survey of the Washburn Grain Mill & Freight House
 - Prepared by Rene Mugnier Associates – March 1999
- Updated Report on Freight House
 - Prepared by Rene Mugnier Associates – March 2011
- Site and Building Condition Survey and Analysis
 - Prepared by William A. Yuhas, AIA – May 1999

Downtown Streetscape Master Plan completed June 1998

Zoning

The old mill lot is zone GU (general use). Portions of the other two lots are in GU but the remainder of those lots is in zone B (business).

Division of Property

Although the primary objective of the Town is to dispose of the entire property, we will consider proposals for a portion of the property including proposals that do not conform to the current boundary lines of the parcels. If a combination of proposals for portions of the property taken together result in a competitive offering, such combination will be evaluated versus proposals for the entire property using the criteria noted.

IV. Terms of Sale

1. The property is offered as is and no warranties or representations are made by the Town with respect to the property. Each proposer is responsible to make their own investigation of the property.
2. The property may be used in any way consistent with the applicable Massachusetts General Laws, the Town of Middleborough By-Laws and Zoning By-Laws and compliance with the requirements of all Town Boards, Committees, Commissions and Departments which oversee land use and in compliance with all applicable state and federal laws and regulations.
3. The successful proposer will enter into a purchase and sales agreement mutually satisfactory to the Town and the proposer. Payment to the Town is due in full at the time of the conveyance.
4. Such other terms and conditions as the parties may incorporate into the purchase and sales agreement shall constitute the entire agreement between the parties.

V. Criteria for Evaluation of Proposal

Minimum Evaluation Criteria: Each proposal must be accompanied by a one thousand (\$1,000.00) dollar bid bond or certified check and include documentation that the proposer has funds or financing available to complete the sale and development as proposed and the qualifications to accomplish what has been proposed. Those proposals that do not meet the Minimum Evaluation Criteria will be judged unacceptable. Any proposal without the bid bond or check will be considered non-responsive.

Comparative Evaluation Criteria: Price is an important criteria but not the only criteria. In selling this property, the Town prefers proposals that meet a "double bottom line" in terms of both purchase price and community benefit. The Town reserves the right to select a proposal that is not the highest price offered if such a proposal ranks high on other criteria. All proposals will be rated on the following seven criteria:

1. Price: The proposal that offers the highest price for the property will get the highest rating in this category. Offers through brokers are encouraged but they will ultimately be judged on the basis of the net price to the Town.
2. Restrictions/Conditions: The proposals that are subject to the fewest contingencies will be rated highest.
3. Preservation and restoration of the existing external historical structure of the Freight House property will be rated highest.
4. Advancement of the objectives of the Town including but not limited to improvement of the socio-cultural environment in the Town.
5. Effect on the existing commercial downtown area: Proposals will be rated according to impact of proposed uses on the neighborhood in terms of type of use, density, traffic, noise and aesthetic effect.

Those which are more favorable than existing conditions will be rated highest, those which maintain existing conditions will be rated lower and those which are less favorable than existing conditions will be rated lowest.

6. Economic impact: Proposals will be rated according to enhancement of the property tax base, demand for municipal services, and the creation of employment. The proposal with the greatest enhancement of taxes and jobs and the least demand for services would be rated highest.
7. Financial Viability and Capacity to Complete Project: The proposals that demonstrate the most financial viability and development capacity will be rated highest.

VI. Submission Requirements

Complete proposals must include the following:

1. Description of development team, including key consultants, property manager, architect, contractor and attorney. This description must include the following information:
 - The name, address and telephone number of the proposer, and the name of any representative authorized to act on its behalf. The names and primary responsibility of each individual on the development team.
 - A summary of the development team's experience, collectively and individually, with similar projects and references for those projects.
 - Description of other real estate owned, including address, type of property, number of units (if applicable).
2. The proposal must include evidence of the financial status of the applicant, demonstrating the financial strength to carry out the proposed development. Provide three (3) references including contact name, address and phone number.
3. A description of the proposed use of the property and a discussion of zoning and utility issues related to the proposal. A discussion of the physical plan and architectural character of the development. A description of the relationship, explaining both benefits and detriments, of the development to the surrounding area and to the Town of Middleborough. A development schedule including key milestones and projected completion/occupancy time frames.
4. A narrative addressing the minimum and comparative evaluation criteria requirements.
5. A description of proposed restrictions/conditions acceptable to the proposer, which will advance the objectives of the Town
6. Certification of Tax Compliance available from the Town of Middleborough
7. A signed Certificate of Beneficial Interest available from the Town of Middleborough

A copy of the deed and plot plan are available on request.

Jacqueline Shanley

From: Charles Cristello
Sent: Thursday, December 15, 2011 2:48 PM
To: Jacqueline Shanley
Subject: FW: Happy Holiday from MEA sign

Does this sound familiar

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

From: L. Sullivan [<mailto:lsulli1056@gmail.com>]
Sent: Thursday, December 15, 2011 12:33 PM
To: Charles Cristello
Subject: Happy Holiday from MEA sign

Hello Charlie,

Several years ago the MEA always put a sign on the town hall lawn wishing all in the community a happy holiday. Although it is a bit later than usual, and we have not done it for a few years, we were wondering if it would be possible to put on up this weekend?

If we need to get some other approval, please let me know - thanks!
Lynne Sullivan

**FIRE CHIEF EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF MIDDLEBOROUGH
AND
LANCE M. BENJAMINO**

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 by and through its Board of Selectmen ("Board"), and Lance M. Benjamino ("Fire Chief"):

WHEREAS, the Board, under Chapter 41, Section 108O of the General Laws, desires to contract with Lance M. Benjamino to be the Middleborough Fire Chief and he agrees to accept employment as the Fire 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 Fire Chief

The control of the Middleborough Fire Department shall remain at all times with the Fire Chief and the Fire Chief shall have all the powers given to a Chief under the provisions of Massachusetts General Laws, Chapter 48, Section 42, as from time to time amended. Duties shall include, but not be limited to the following:

1. The Fire Chief shall be responsible for and supervise the daily operations of the Fire Department.
2. The Fire Chief shall have appointment and supervisory authority over all Fire Department personnel.
3. The Fire Chief shall be responsible for the preparation, submission and presentation of the Fire Department's annual budgets.
4. The Fire 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.
5. The Fire 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.
6. The Fire Chief shall be responsible for maintaining good order in the Department, including the discipline of Department employees under the Fire Chief's jurisdiction. In doing so, the Fire Chief shall notify and consult with the Town Manager and the Board of Selectmen concerning any contemplated suspension or dismissal to insure that the action

is consistent with the Town's obligations under any pertinent collective bargaining agreement and laws.

7. The Fire Chief shall be responsible for the assignment of shifts and duties of all departmental personnel.
8. The Fire Chief shall be responsible for insuring that department personnel are properly trained, and receive continuous training as necessary for sworn or civilian employees to carry out their duties respectively.
9. The Fire Chief shall be responsible for all equipment, including vehicles belonging to the Fire Department.
10. The Fire Chief shall establish clothing uniform standards and requirements for the Fire Department.
11. The Fire Chief shall be available for hearings before any board, committee or commission at which the Fire Department is required to appear, and shall attend Town Meetings when requested.
12. The Fire 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 Fire Chief Job Description, herein attached and made a part of this Agreement.

SECTION 2 - Term of Contract

This Agreement shall be for a term beginning March 1, 2012 and ending February 28, 2015.

There will be an automatic extension of the agreement for a single, one year term--- March 1, 2015 through February 28, 2016---under the following conditions:

- A. Between November 1 and December 31, 2013, the Fire Chief notifies the Town in writing that the February 28, 2014 automatic year extension date for the agreement is approaching.
- B. The Board fails to notify Fire Chief in writing by February 28, 2014 of its intention not to automatically extend the agreement at the end of its term ("notice of no automatic extension"). 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 Fire Chief can be disciplined by the Board and/or Town Manager. Any suspension or dismissal shall be done in accordance with the provisions of M.G.L. c. 48, § 42, i.e., for cause after a hearing.

- B. In the event that the Fire Chief intends to resign his position as Fire Chief during the term of this Agreement, the Fire Chief shall give the Town 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 Fire Chief will cooperate fully to insure a smooth transition.

SECTION 4 – Performance Evaluation

- A. Annually, the Board of Selectmen, through the Town Manager, and the Fire Chief shall define such goals, objectives and performance appraisal measures as they determine necessary for the proper operation of the Town 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 Fire 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 Fire Chief for services rendered under this Agreement an annual base salary of \$110,000 (One Hundred Ten Thousand) increasing to \$113,000 (One Hundred Thirteen Thousand) effective July 1, 2012, payable in the same installments as other employees of the Town are paid. Any increase in salary for the second and/or 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 Fire Chief's annual salary includes any holiday pay which might be due him under M.G.L. c.48, §57E as well as any education incentive pay.

SECTION 6 - Hours of Work

The Fire Chief agrees to devote the amount of time and energy that is necessary for him to faithfully perform the duties of the Fire 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 Fire 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 Fire Chief will spend such time as is necessary or reasonably required to assure the effective and efficient operation of the Fire Department. The Fire Chief will devote full time and attention to the business of the Town and will not engage in any other business, except his current position with the Department of Fire Services or with the approval of the Board of Selectmen.

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

- A. The Fire Chief shall be eligible to enroll in the Town's HMO health insurance program with the Town contributing 75% and the Fire 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 Fire 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 Fire Chief will be entitled to twenty five (25) 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 requested far enough in advance for vacation to be taken if the request is not approved.
- C. The Fire Chief will accrue one (1) sick day per month. Unused sick days may be accumulated from year to year but unused days will not be bought back.
- D. The Fire 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 Fire 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 Fire 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 Fire Chief's spouse, children, mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Fire Chief will be granted leave of three (3) working days without loss of pay.
- F. The Fire Chief shall receive three (3) days personal leave each contract year.
- G. In the event that the Fire 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 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 Fire Chief shall be entitled to injured on duty benefits as provided in Massachusetts General Laws, Chapter 41, Section 111F. At the Town's request, the Fire Chief will attend and cooperate fully with an evaluation by a Town physician to determine his eligibility for benefits under 41-111F or to otherwise determine his fitness for duty.

SECTION 9 - Professional Development, Dues and Subscriptions

The Town recognizes its obligation for the professional development of the Fire Chief and agrees that the Fire Chief shall be given opportunities to develop or refresh skills and abilities as a fire enforcement administrator. As such, the Fire 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 Fire 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 Fire Chief. The Town Manager and/or Board of Selectmen, after consultation with the Chief, will make the final determination of what will be allowed expended under this section. The Town agrees that the Fire Chief shall be allowed to attend all necessary recertification courses, classes and paramedic rounds to maintain licenses and certifications held at the time of this agreement (EMTP, AHA CPR, AHA CPR-Instructor, ACLS, PALS, Hoisting).

SECTION 10- Automobile

The Town shall provide a department vehicle for use by the Fire Chief, and all attendant operating and maintenance expenses and insurance shall be paid by the Town. The Fire 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 Fire Chief for personal use since the Fire Chief is on call in the event of an emergency.

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

SECTION 11- Clothing Allowance

The Fire Chief shall receive an annual clothing/cleaning allowance of \$1,000. In addition, the Town shall provide an initial fire officer uniform and equipment as issued to all other sworn department personnel.

SECTION 12 - Indemnification

Pursuant to Chapter 258, Section 9, the Town will indemnify the Fire 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 Fire 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 Fire Chief for such acts or omissions that occurred during his tenure as Fire Chief.

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

SECTION 13 - Residency

The Fire Chief shall maintain permanent resident in either Hanson or Middleborough.

SECTION 14 - 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 Fire Chief is entitled to under the Massachusetts General Laws.

SECTION 15 - 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 FIRE CHIEF: Lance M. Benjamino
 825 Indian Head Street
 Hanson, MA 02341

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 16- 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 or 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

