

NEW BUSINESS

5/18/15

SouthCoast Media Group

Fed ID#

25 Elm Street
New Bedford, MA 02740

1 BILLING PERIOD		2 ADVERTISER/CLIENT NAME	
03/30/2015 - 05/03/2015		MIDDLEBORO SELECTMEN	
23 TOTAL AMOUNT DUE	* UNAPPLIED PAYMENT	3 TERMS OF PAYMENT	
\$3,013.11	\$6.99	UPON RECEIPT	
5 BILLING DATE	6 BILLED ACCOUNT NUMBER	7 STATEMENT NUMBER	8 AMOUNT PAID
05/03/2015	500111770	0000055561	

4 PAGE # 1 of 1

ADVERTISING INVOICE and STATEMENT

8 BILLING ACCOUNT NAME AND ADDRESS	9 REMITTANCE ADDRESS
MIDDLEBORO SELECTMEN 10 NICKERSON AVE MIDDLEBORO, MA 02346	The Standard-Times PO Box 223546 Pittsburgh, Pa. 15251-2546

0500111770 0500111770 0000055561 000301311 7

✂ Please return top portion with payment

10 START	11 STOP	11 NEWSPAPER REFERENCE	12 14 DESCRIPTION	13 PRODUCT	15 SIZE	17 TIMES RUN	18 GROSS	19 NET AMOUNT
			Balance Forward					342.33
04/16		M000000000000016	Adv refund					6.99
04/29		M000000000000016	3/17 pymnt s/b 500111770					114.63
04/02	04/02	0000200537	Michael Gaet,A hearing will be held by the	NB Middleboro Gazette				78.49
							Total Discounts	0.37
04/09	04/09	0000203485	* Town Warrant,Annual Town Meeting Warr	NB Middleboro Gazette				1,645.60
04/09	04/09	0000203542	* Special Town,Special Town Meeting Warra	NB Middleboro Gazette				589.60
04/16	04/16	0000206653	Hometown Oak,The Board of Selectmen w	NB Middleboro Gazette				78.49
							Total Discounts	0.37
04/23	04/23	0000206653	Hometown Oak,The Board of Selectmen w	NB Middleboro Gazette				78.49
							Total Discounts	0.37
04/30	04/30	0000212621	Outback Eng.,The Board of Selectmen will	NB Middleboro Gazette				78.49
							Total Discounts	0.37

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

\$2,235.22

21 CURRENT NET AMOUNT	22 30 DAYS	60 DAYS	Over 90 DAYS	* UNAPPLIED PAYMENT	23 TOTAL AMOUNT DUE
\$2,670.78	\$78.49	\$270.83	\$0.00	\$6.99	\$3,013.11
SALES REP/PHONE #	ADVERTISER INFORMATION				
Kerry Silvia 508-979-4408	1 BILLING PERIOD	6 BILLED ACCOUNT NUMBER	7 Statement/Invoice Number	2 ADVERTISER/CLIENT NAME	
	03/30/2015 - 05/03/2015	500111770	0000055561	MIDDLEBORO SELECTMEN	

MAKE CHECKS PAYABLE TO

The Standard-Times
PO Box 223546
Pittsburgh, Pa. 15251-2546

Payable Upon Receipt

Finance charge of 1 1/2% per month (18%) on past due

MIDDLEBOROUGH POLICE DEPARTMENT
99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346



Joseph M. Perkins
Chief of Police

P (508) 947-1212
F (508) 947-1009
middleboroughpolice.com

May 14, 2015

To: Board of Selectmen, Town of Middleborough
From: Joseph Perkins, Chief of Police
RE: Ava L'heureux

Dear Honorable Board,

Attached is a memo from the evening supervisor, Sergeant John Graham. Sgt. Graham and Officer Dennis Amaral, as well as the Middleborough Police Department would like to recognize 4 year old resident Ava L'heureux for her heroic actions (see attached).

Respectfully,

A handwritten signature in cursive script that reads "Joseph M. Perkins".

Joseph M. Perkins
Chief of Police

May 13, 2015

To: Chief Perkins
From: Sgt. Graham
Re: Citizen Recognition

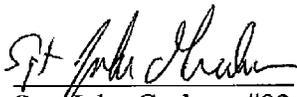
Chief,

On Monday May 11, 2015 at approximately 1516 hrs, this department received a call from the State Police who reported receiving multiple 911-call hang-ups. State Police reported that the calls sounded like a "little kid" on the phone. During the last call, they reported it sounded like the child stated, "grandma fell off the couch."

Officer Amaral and I responded to the call. Officer Amaral arrived first and found the patient, Kirsten Montelo, on the floor actively seizing. Officer Amaral began attending to Montelo, and upon my arrival, I made contact with Ava L'heureux, who is 4 years old. Ava was able to tell us exactly what happened to Montelo, who is her mother. Ava also informed us that she was the one who had called 911 and that as her mother was beginning to fall off the couch, she told her to call 911. Ava then immediately went for the phone to call for help. After doing so, she watched over her two younger brothers.

Based on Ava's actions, emergency personnel responded and began treating her mother. If not for her actions, her mother could have been down for sometime before help arrived. I'm writing this memo with hopes that Ava can be officially recognized by our department and the Town of Middleboro for her heroic actions.

Respectfully Submitted,


Sgt. John Graham #92

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

GEORGE C. DECAS (RETIRED)
DANIEL F. MURRAY, ESQUIRE
WILLIAM C. DECAS, ESQUIRE

PHONE: (508) 947-4433
FAX: (508) 947-7147

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
DECASMURRAYDECAS@YAHOO.COM

April 28, 2015

Robert G. Nunes, Town Manager
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

Dear Bob:

I enclose copies of two (2) letters, both dated April 24, 2015, from Attorney Susan E. Sullivan. The letters are to the COA and to the Library. The Town agencies are beneficiaries of the W. Arnold MacKenzie Family Trust and are to receive a part of the proceeds from the sale of real estate by the Trust. One Celina Fialho brought a court action to assert a claim to all of the sale proceeds. The Trustee of the trust proposes to settle Ms. Fialho's claim by distributing the proceeds among the four interested parties as indicated in Attorney Sullivan's letter.

It appears to me that the proposed settlement is reasonable, and I recommend that the Town settle the matter as proposed.

Please ask the Board of Selectmen if it will assent to the proposed settlement and advise. Time is of the essence in view that the trial date is May 19, 2015.

Very truly yours,



Daniel F. Murray
Town Counsel

DFM/s
Enclosures
15-103

cc: Danielle Bowker, Library Director
Andrea Priest, COA Director

COPY

DECAS, MURRAY & DECAS

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DECASMURRAYDECAS@YAHOO.COM

April 28, 2015

Danielle Bowker, Director
Middleborough Public Library
102 North Main Street
Middleboro, MA 02346

Andrea Priest, Director
Middleborough Council on Aging
558 Plymouth Street
Middleboro, MA 02346

RE: W. Arnold MacKenzie Family Living Trust

Dear Addressees:

I received a copy of a letter sent to you by Attorney Susan E. Sullivan dated April 24, 2015 regarding settlement of a claim by Celina Fialho with respect to certain trust assets from a sale of real estate by the referenced trust.

Please advise whether your agencies' boards assent to the proposed settlement.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM/s
15-103
cc: Robert G. Nunes, Town Manager

LYNCH & LYNCH

A PROFESSIONAL CORPORATION

Francis J. Lynch, III
Stephen M.A. Woodworth
John A. Eklund
Susan E. Sullivan
Stephen J. Duggan
Peter E. Heppner
Clyde K. Hanyen
Joseph C. Ferreira
J. Gary Bennett
Thomas A. Pursley *
Carroll D. Coletti **

One Federal Street
Suite 2120
Boston, MA 02110

45 Bristol Drive
South Easton, MA 02375
Tel: (508) 230-2500
Fax: (508) 230-2510
www.lynychlynch.com

155 South Main Street
Second Floor
Providence, RI 02903
(401) 861-0108

Nella M. Lussier
Susan K. Duffy
John F. Gleavy
J. William Chamberlain, Jr.
Jeanne E. Flynn
Benjamin J. Whitney
Marina N. Medved
Thomas A. Murphy *
Andrew H. Lynch
Katherine L. Connolly
Joseph S. Bussiere
Tearny Uy
Samantha A. Kemp

Francis J. Lynch, II
1967 - 2001

*Also Admitted in Rhode Island
**Also Admitted in New Hampshire

PLEASE DIRECT ALL CORRESPONDENCE
TO SOUTH EASTON ADDRESS

OF COUNSEL

Ellen M. Chiocca Carey
Gerard A. Coletta

April 24, 2015

Middleboro Public Library
102 North Main Street
Middleboro, MA 02346

Re: W. Arnold MacKenzie Family Living Trust
Our File No. P.23728

Dear Sir/Madam:

As you may recall, we represent John D. Ryder, Esq., Trustee of the W. Arnold MacKenzie Family Living Trust. The Middleboro Public Library was identified by Mr. MacKenzie as a potential beneficiary of Trust, along with the Middleboro Council on Aging, the Salvation Army, and Celina Fialho. Please allow this correspondence to amend and clarify the proposed resolution of the claim by Ms. Fialho against the Trust.

Under the terms of the Trust Ms. Fialho was to receive title to property located at 62 North Street, Middleboro, MA. Prior to the death of Mr. MacKenzie, and at Mr. MacKenzie's expressed wishes, the Trustee entered into an agreement for the sale of the property. At the time of Mr. MacKenzie's death the agreement for sale was pending, and the sale was concluded after his death in accord with the terms of the agreement. Ms. Fialho has presented a claim against the trust assets, claiming she is entitled exclusively to the proceeds of the sale of the property in lieu of title to the property. Given this conflict as to the appropriate distribution of the trust assets, a Petition was filed with the Plymouth County Probate Court to obtain a ruling as to the correct distribution of the assets.

A resolution has been proposed whereby Ms. Fialho would receive \$50,000.00 from the proceeds of the sale of the property, and, the Middleboro Library, the Middleboro Council on Aging, and the Salvation Army would each take 1/3 of the remaining net proceeds from the sale of the

Page 2

Middleboro Public Library

Re: W. Arnold MacKenzie Family Living Trust

April 24, 2015

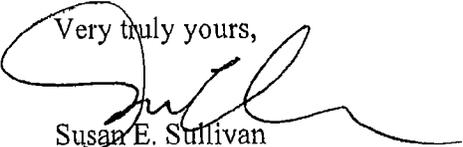
property. This proposal allows benefit to all of the potential beneficiaries, including Ms. Fialho, who would receive all of the proceeds were the court to rule in her favor, or none of the proceeds if the court were to rule against her.

The total of the proceeds presently held in escrow is \$174,968.96. After payment of attorney's fees and expenses related to the handling of this matter and payment of \$50,000.00 to Ms. Fialho, the balance of these funds would be divided evenly between the Middleboro Public Library, the Middleboro Council on Aging, and the Salvation Army as beneficiaries of the Trust. This compromise benefits all parties, in that a ruling by the court could result in any of the beneficiaries receiving no part of the proceeds.

In addition, a waiver as to any interest or claim against any personal property or other assets of the Trust would be required from the Middleboro Public Library, the Middleboro Council on Aging and the Salvation Army. Pursuant to Section 4(A) of the W. Arnold MacKenzie Family Living Trust, Ms. Fialho is entitled to all personal property. A portion of the personal property was sold with the real estate, and the amount due Ms. Fialho from the sale is included in her share of the proceeds from the sale.

Please allow this correspondence to correct and revise the settlement terms set forth in our prior correspondence. At your earliest convenience, please affirm in writing your assent to the proposed resolution. This matter is scheduled for trial at the Plymouth Probate Court on May 19, 2015, so your prompt attention to this matter would be greatly appreciated.

Very truly yours,



Susan E. Sullivan

SES/caw

cc: Daniel F. Murray, Esquire
Decas, Murray & Decas
P.O. Box 201
Middleboro, MA 02346

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OF COUNSEL

Ellen M. Chiocca Carey
Gerard A. Coletta

April 24, 2015

Middleboro Council On Aging
558 Plymouth Street
Middleboro, MA 02346

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Our File No. P.23728

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Middleboro Council On Aging

Re: W. Arnold MacKenzie Family Living Trust

April 24, 2015

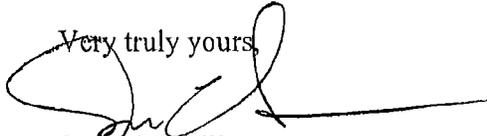
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Very truly yours,



Susan E. Sullivan

SES/caw

cc: Daniel F. Murray, Esquire
Decas, Murray & Decas
P.O. Box 201
Middleboro, MA 02346

RM Thomas Excavating
182 Plympton St

Jacqueline Shanley

From: John Ryder <jryder@jryder.com>
Sent: Friday, May 15, 2015 9:51 AM
To: Jacqueline Shanley
Subject: Earth Removal Bond Requirements

Dear Jackie:

I represent Robert M. Thomas in connection with the issuance of his earth removal permit previously voted upon by the Board of Selectman.

My client requests that the Board of Selectman vote to approve the payment of \$50,000 in cash to be delivered to the Town Treasurer as acceptable surety to indemnify the Town of Middleboro for damage to private or Town property and for use by the Town for site closer in the event of abandonment of the project.

Your vote to approve the same will be greatly appreciated.

I do not intend to address the same personally feeling that this correspondence speaks for itself.

John Ryder

GARRITY AND KNISELY
ATTORNEYS AT LAW
21 MERCHANTS ROW - SUITE 3B
BOSTON, MASSACHUSETTS 02109

ROBERT P. GARRITY
DAVID S. KNISELY

(617) 367-3990
FAX (617) 523-8779

May 8, 2015

Robert Nunes, Town Manager
Town of Middleborough
Town Hall
10 Nickerson Ave.
Middleborough, MA 02346

RE: WP Amendment #2, Water Pollution Control Facility Project

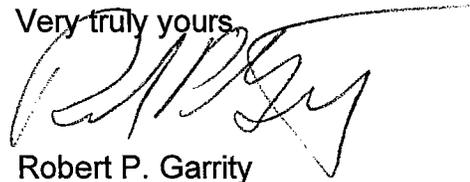
Dear Bob:

Enclosed, for review and execution, are three originals of Contract Amendment #3 between Wright-Pierce and Middleborough.

If you have any questions, please don't hesitate to call.

Thanks.

Very truly yours,



Robert P. Garrity

WRIGHT-PIERCE

Engineering a Better Environment

LETTER OF TRANSMITTAL

40 Shattuck Road, Suite 305, Andover, MA USA 01810
 Tel: 978-416-8000 Fax: 978-470-3558
 www.wright-pierce.com

DATE: <i>May 7, 2015</i>	JOB NO.: <i>12670K</i>
ATTENTION: <i>Robert P. Garrity, Esq.</i>	
RE: <i>Middleborough Water Pollution Control Facility Project</i> <i>Middleborough, MA</i>	

TO: *Garrity and Knisely*
21 Merchants Row, Suite 3B
Boston, MA. 02109

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications

Copy of letter Change order *Signed Amendment*

COPIES	DATE	NO.	DESCRIPTION
<i>3</i>	<i>-</i>	<i>-</i>	<i>Signed Amendment No. 3 for the above referenced project</i>

THESE ARE TRANSMITTED as checked below:

For approval Approved as submitted Resubmit _____ copies for approval

For your use Approved as noted Submit _____ copies for distribution

As requested Returned for corrections Return _____ corrected prints

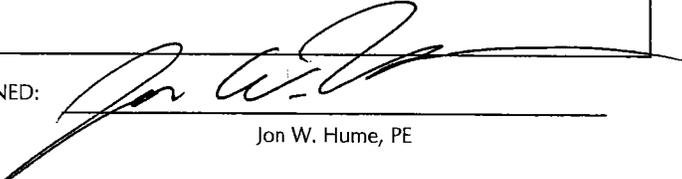
For review and comment _____

FOR BIDS DUE _____ 20 ____ PRINTS RETURNED AFTER LOAN TO US

REMARKS:

As requested we have enclosed three signed copies of the Amendment No. 3. If you have any questions, please call me .

COPY TO: *File*

SIGNED: 
 Jon W. Hume, PE

AMENDMENT NO. 3
MIDDLEBOROUGH WATER POLLUTION CONTROL FACILITY UPGRADE
DESIGN SERVICES CONSTRUCTION ADMINISTRATION PHASE

The Agreement for Design Services between the Town of Middleborough (the "Owner") and Wright-Pierce (the "Engineer") on the Middleborough Water Pollution Control Facility Project (the "Project"), executed by the Owner on or about 5/13/13, as revised by Amendments No. 1 and No. 2, is hereby further revised in this Amendment No. 3, as follows:

1. The Owner hereby authorizes the Engineer to perform Construction Administration Phase services as described in the Scope of Services for Construction Administration Phase Services attached hereto at Exhibit B, which is incorporated into this Amendment No. 3.
2. The fee for the additional engineering services during the Construction Administration Phase shall be in the lump sum amount of \$1,489,977, as described on Exhibit A, Engineer's Compensation for Construction Administration Phase, Start-Up and Testing, attached hereto.

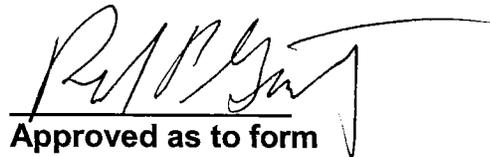
Signed and sealed this _____ day of _____ 2015.

Engineer



Wright-Pierce

Owner



Approved as to form

Town of Middleborough
Board of Selectmen

EXHIBIT A
ENGINEER'S COMPENSATION FOR
CONSTRUCTION ADMINISTRATION PHASE, START-UP AND TESTING

In consideration of the Engineer's satisfactory performance of the services authorized in Amendment #3, the Owner shall compensate the Engineer as follows:

<u>DESCRIPTION</u>	<u>TOTAL ESTIMATED COMPENSATION</u>
1. Basic Services Fee, Construction Phase (Items A1 through A17, except Item A16)	\$1,151,770
2. Basic Services Fee for Additional Tasks (Item A16)	\$ 297,134
3. Basic Services Fee, Post Construction Phase Services	\$ 5,000
4. Reimbursable Expenses (estimated costs)	\$ 33,073
5. Basic Services Fee for Subcontractor - Geotechnical Services	\$ <u>3,000</u>
TOTAL ENGINEER'S CONSTRUCTION ADMINISTRATION PHASE FEE	\$1,489,977

The amounts listed in Items 1, 2, 3 and 5, above shall be considered lump sum amounts and Engineer shall be compensated the amounts listed above, upon satisfactory performance of the services required.

Pay Requisition

The Engineer and the Owner, with the assistance of the Owner's Project Manager, shall develop a schedule of values that will further breakdown the lump sum fee amounts for items 1 and 2, above, for the purpose of providing Engineer with monthly payments that are generally consistent with the amount of services performed during a particular pay period. For example, Engineer's review and approval of shop drawings will occur early in the construction administration phase, therefore, the Engineer will be entitled to request payment for its services related to the review of shop drawings after it performs that work.

Consultant Costs

Engineer shall bill for the costs of necessary consultants, including MBE/WBE consultants, at the amount of consultant's bill to Engineer times a factor of 1.1. The Engineer's costs for consultants who perform Basic Services for the Engineer, is included in the lump sum fee amounts.

Reimbursable Costs

Engineer shall be compensated for reimbursable expenses as provided in Item 4, above, based upon the submission of actual cost information to support the reimbursement requested, subject to the limit of the amount estimated in Item 4.

Additional Services.

Upon written authorization approved by the Owner, the Engineer may request compensation for providing Additional Services described in Exhibit B, Part II. A copy of Engineer's labor rates that will apply to the calculation and billing for Additional Services is attached at page F-1.

Review of Payments to Engineer Compared to Total Engineer's Construction Administration Fee

If the Owner or the Engineer, at any time, become concerned that the costs for Engineering Services may exceed the lump sum fee, the Owner and the Engineer shall meet to discuss the cause of the increased costs and, if appropriate, will consider ways for revising or reducing the scope of services in an effort to ensure that the lump sum fee amount shall not be exceeded. A revision to the Engineer's fee may only be authorized in a written agreement between the Owner and the Engineer.

When the construction of the Work is approximately 80% complete, the Engineer and the Owner shall meet to discuss whether the Engineer anticipates any potential over-runs in the lump sum fee, including any additional engineering services that may arise if the construction is not completed on time.

EXHIBIT B SCOPE OF ENGINEER'S CONSTRUCTION PHASE SERVICES

PART 1 – BASIC SERVICES

Construction Phase Services

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall commence the Construction Phase Services described in this Exhibit B:

1. *General Administration of Construction Contract:* . The extent and limitations of the duties, responsibilities, and authority of Engineer during the Construction Phase are described in this Section. .
2. *Cooperation with Owner's Project Manager.* Engineer shall perform its Construction Phase services in cooperation with the Owner's Project Manager, who shall be on-site full-time during construction. If any concerns arise between the Engineer and the Owner's Project Manager regarding their respective obligations during the performance of Construction Phase Services, Engineer shall contact the Owner to discuss the concerns and the Owner shall provide Engineer and Owner's Project Manager with its direction to resolve the concern.
3. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site. .
4. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make periodic visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary after consultation with Owner's Project Manager on-site, to observe as an experienced and qualified design professional, the progress of Contractor's execution of the Work. Such visits and observations by Engineer, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Owner's Project Manager. Based on information obtained during such periodic visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner and Owner's Project Manager informed of the progress of the Work.

b. The purpose of Engineer's limited visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

6. *Defective Work:* Reject Work if, on the basis of Engineer's periodic observations, and/or notification by the Owner's Project Manager on-site, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

7. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

8. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

9. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

10. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, subject to and consistent with the provisions of this Exhibit B and G.L.c. 30 Section 39M.

11. Inspections and Tests: With the Owner's prior approval, require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

12. Disagreements between Owner and Contractor: Render decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Contractor, and in writing either recommend to the Owner (a) the denial of such Claim in whole or in part, (b) the approval of such Claim, or (c) decline to provide a recommendation as to the resolution of such Claim if Engineer in its discretion concludes that to do so would be inappropriate.

13. Applications for Payment: The Owner's Project Manager will meet with the Contractor to review and finalize the initial application for payment. Based on Engineer's observations as an experienced and qualified design professional in consultation with Owner's Project Manager on-site and on review of Applications for Payment signed by the Contractor and Owner's Project Manager and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's limited responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work based on confirmation by the Owner's Project Manager on-site (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Engineer shall not thereby be deemed to have represented that limited observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been

exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

14. Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph 9, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph 9.

15. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner's Project Manager and Contractor, visit the Project to determine if the Work is substantially complete. If Engineer, with the recommendation of the Owner's Project Manager, determines that the work is substantially complete, Engineer shall sign the Substantial Completion Certificate, subject to the limitation that the Engineer has not been authorized by the Owner to provide Resident Project Representative Services on the Project and has accordingly not had the opportunity to be on-site every day to oversee the construction. The Owner's Project Manager who is contracted by the Owner to observe daily construction of the facility in accordance with Engineer's drawings and specifications, shall also sign the Substantial Completion Certificate. Engineer and the Owner's Project Manager shall jointly develop a list of any observed items that are not substantially complete. Owner's Project Manager shall deliver the certificate of Substantial Completion to Owner and Contractor and other State and local officials who are entitled to receive a copy of the Substantial Completion Certificate.

16. Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables:

1. After completion of construction, Engineer shall prepare record drawings in Autocadd format, showing revisions to final design of the Project that occurred during

the construction of the Project, based on records provided by the Contractor and its subcontractors.

2. Engineer shall prepare an operation and maintenance manual for the Wastewater Treatment Plant.

3. Engineer shall assist the Owner during the start-up of the Wastewater Treatment Plant, including attending tests and reviewing test results during start-up operations.

17. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable based on Engineer's limited observation of construction, described in this Agreement. Engineer shall provide Owner's Project Manager with its opinion, in writing, of whether the work is complete or not, for final payment, including a list of any observed items that are not complete, so that Owner's Project Manager may recommend, in writing, final payment to Contractor.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the Construction Contract for the Project or any part thereof and will terminate upon final payment to Contractor. Engineer shall be entitled to request an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract, unless Owner determines that the Engineer is responsible for all or a portion of the delay in the completion of construction, in which event the Owner may modify the Engineer's request for an equitable increase by reducing from the request the value of the engineering services that the Owner attributes to delays caused by the Engineer.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor or the Owner's Project Manager to perform or furnish the Work in accordance with the Contract Documents.

D. Post-Construction Phase

Upon written authorization from Owner during the Post-Construction Phase Engineer shall:

1. Together with Owner and Owner's Project Manager, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
2. Together with Owner or Owner's Project Manager, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

3. Perform or provide the additional Post-Construction Phase tasks or deliverables that may be authorized by the Owner, such as items listed in Section 2 of this Agreement.

The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or revisions that are due to any other causes beyond Engineer's control, subject to the following requirements of G.L.c. 7C Sect. 51(i): The Engineer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional construction work that should have been anticipated by the Engineer in the preparation of the bid documents, as reasonably determined by the Owner.
 4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 5. Furnishing services of Consultants for other than Basic Services.
 6. Services attributable to more prime construction contracts than specified in the Bid Documents.

- 7 Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's or Owner's Project Manager's office.
8. Providing construction surveys and staking to enable Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
9. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, except as otherwise provided in this Exhibit B.
10. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
11. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project, except where the Engineer is a party to the litigation or where the Engineer has been called as a witness by a party other than the Owner.
12. Other services authorized by the Owner that are performed or furnished by Engineer not otherwise provided for in this Agreement.

B. Additional Services Not Requiring Owner's Written Authorization

Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner, provided, however, the Engineer shall notify Owner as soon as reasonably possible, after commencing such Additional Services. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items:
3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

As soon as reasonably possible, Engineer shall inform the Owner of any Additional Services that it undertakes under this Section B and Owner reserves the right to either (1) direct the Engineer to stop performing the Additional Services in question, or (2) inform the Engineer of the reasons why the Owner does not intend to provide Engineer with additional compensation for the Additional Services that the Engineer performs.

TOWN OF MIDDLEBOROUGH, MA
WATER POLLUTION CONTROL FACILITY - TREATMENT PLANT UPGRADES FOR NUTRIENT REMOVAL
SUMMARY OF PROBABLE COSTS FEE ESTIMATE
CONSTRUCTION ADMINISTRATION PHASE (ITEM A EXCEPT FOR ITEM A.16)

Labor Categories	Staff Hours	Labor Rates	Estimated Cost
Principal-in-Charge	99	\$211	
Project Manager	1812	\$163	
Lead Project Engineer	658	\$189	
Lead Project Engineer	2038	\$132	
Project Engineer	1440	\$105	
Office Assistant	395	\$68	
Engineering Technician	96	\$111	
Architectural Engineer	330	\$89	
Structural Engineer	350	\$98	
Instrumentation Engineer	326	\$197	
Mechanical Engineer	198	\$135	
Civil Engineer	24	\$157	
Electrical Engineer	692	\$160	
CAD Tech	136	\$80	
Total Labor Hours	8,593		
Sub-Total Labor			\$1,156,770

Other Direct Costs	Units	Unit Cost	Estimated Costs
Mileage	19800	\$0.57	\$11,187
Meals (Per Meal Allowance)	250	\$8.50	\$2,125
Photocopies	20000	\$0.10	\$2,000
Rental Car	20	\$70.00	\$1,400
Lodging	6	\$125.00	\$750
Postage	2000	\$1.00	\$2,000
Miscellaneous	2000	\$1.00	\$2,000
Direct Cost Total			\$21,462

W-P Subcontractors			
Aldinger Associates (Geotech Services)			\$3,000
		sub-total	\$3,000
DMBE Subconsultants			
- SD Vizual Images (additional copying)			TBD
- Valdya Consultants - Construction Photos, Other services)			TBD
DMBE Sub-total (3.4% of CA =			
DWBE Subconsultants			TBD
- JK Muir, LLC	(O&M Manual - electrical, spill prevention)		TBD
DWBE Sub-total (3.8% of CA) =			
Total Construction Administration Cost			\$1,181,232

TOWN OF MIDDLEBOROUGH, MA
WATER POLLUTION CONTROL FACILITY - TREATMENT PLANT UPGRADES FOR NUTRIENT REMOVAL
SUMMARY OF PROBABLE COSTS FEE ESTIMATE
OPERATIONAL PHASE - ITEM A16. -O&M, START-UP, TRAINING, RECORD DRAWINGS)
AND TURNOVER OR PROJECT RECORDS, MONTHLY OPERATIONAL ASSISTANCE VISITS FIRST YEAR)

<u>Labor Categories</u>	<u>Staff Hours</u>	<u>Labor Rates</u>	<u>Estimated Cost</u>
Principal-in-Charge	36	\$224	
Project Manager	272	\$173	
Lead Project Engineer	240	\$179	
Lead Project Engineer	454	\$142	
Project Engineer	196	\$110	
Office Assistant	40	\$71	
Engineering Technician	168	\$120	
Architectural Engineer	12	\$92	
Structural Engineer	4	\$102	
Instrumentation Engineer	188	\$206	
Mechanical Engineer	76	\$145	
Civil Engineer	4	\$166	
Electrical	184	\$169	
CAD Tech	96	\$86	
Total Labor Hours	1970		
Sub-Total Labor			\$297,134

<u>Other Direct Costs</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Estimated Costs</u>
Mileage	9400	\$0.57	\$5,311
Meals (Per Meal Allowance)	100	\$8.50	\$850
Photocopies	25000	\$0.10	\$2,500
Rental Car	10	\$70.00	\$700
Lodging	6	\$125.00	\$750
Postage	1000	\$1.00	\$1,000
Miscellaneous	500	\$1.00	\$500
Direct Cost Total			\$11,611
Sub-Contractor			\$0
Total Operational Phase - Startup & Training Cost			\$308,745

JOINT TRANSPORTATION PLANNING GROUP (JTPG)

MUNICIPAL REPRESENTATIVE APPOINTMENT 2015 - 2016

Please be advised that the following individual, Christopher Peck has been appointed to represent the City/Town of Middleborough on the *Joint Transportation Planning Group* for the period May 1, 2015 to May 31, 2016.

Signed: _____
Mayor/Chair, Board. of Selectmen

Contact Information for JTPG Appointees

JTPG
REPRESENTATIVE

Name: Christopher Peck, DPW Director
Street: 48 Wareham Street
City/Town: Middleborough
Telephone: 508-946-2480
Email address: cpeck@middleborough.com

Verify Contact Information for JTPG Alternates

ALTERNATE:
(OPTIONAL)

Name: Ruth Geoffroy, Planning Director
Street: 20 Centre Street
City/Town: Middleborough
Telephone: 508-946-2425
Email address: rgffry@middleborough.com

PLEASE RETURN FORM BY MAIL, FAX OR EMAIL
BY MAY 1, 2015
NANCY BUMBAUGH - SRPEDD, 88 BROADWAY, TAUNTON, MA 02780

Jacqueline Shanley

From: Andrea Priest
Sent: Friday, May 15, 2015 9:56 AM
To: Jacqueline Shanley
Subject: OCES nomination

Hi J

The COA Board voted on May 13th, 2015 to nominate Richard Young to serve on the OCES Board of Directors. Richard has agreed to continue.

Thank you

*Andrea M. Priest
Executive Director
Middleboro Council on Aging
558 Plymouth Street
Middleboro, MA. 02346
apriest@middleborough.com
508-946-2490
Fax 508-946-2489*



Old Colony Elder Services

Providing services to the community since 1974

April 23, 2015

Allin Frawley, Chairman
Board of Selectmen
10 Nickerson Avenue
Middleborough, MA 02346

Dear Mr. Frawley:

On June 23, 2015, Old Colony Elder Services (OCES) will hold its annual election of Board Directors to serve for the next fiscal year (July 1, 2015 – June 30, 2016). In order to facilitate the voting process, we ask that your nomination be chosen at the May Selectmen's meeting. Richard Young is the current OCES Board Director.

As each of the 23 cities and towns in OCES' service area is represented by 1 Director, the Board of Selectmen is invited to nominate 1 representative to OCES' Board of Directors for 2015-2016 following recommendations from the Council on Aging. **Please notify us by letter on official town letterhead by May 22nd or earlier.**

When selecting your nominee please consider carefully the responsibilities of an OCES Board Director as stated in OCES' By-Laws and outlined below.

- All Directors have the duty to act in the best interest of the organization and in accordance with the organization's mission; take reasonable care when making decisions; and, stand aside when there is a conflict of interest.
- All new Board members must participate in the annual orientation session.
- Attendance at full board and committee meetings is a very important aspect of fulfilling the role of an OCES Board Director. All Directors are expected to follow the Board attendance policies. If a Board member is absent from three (3) consecutive board meetings, he/she forfeits his/her directorship on the Board.

If you have any questions, please call Barbara Bartone at 508-584-1561 x238 (or email Barbara at bbartone@oldcolonyelderservices.org).

Thank you,

Diana L. DiGiorgi
Executive Director/CEO

CC: COA Director
DLD:bb