NEW BUSINESS

8-20-12

CRANBERRY CAPITAL
OF THE WORLD

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

Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE August 15, 2012
NAME OF APPLICANT William Fuller for the Bartending Svc. of N.E.
ADDRESS OF APPLICANT 13 West End Ave
ASSESSORS MAP & LOT 49G/5595
NAME OF BUSINESS Town Hall Auditorium.
OWNER OF PROPERTY TO BE LICENSED
ADDRESS OF PROPERTY TO BE LICENSED Town Hall
ASSESSORS MAP & LOT

TYPE OF LICENSE REQUESTED (Check One)

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

2nd Hand Clothing
Class II License
Liquor License ✓ All Alcohol
Other

Stacey Ann Leroy Foundation Fundraiser

Anticipated Start Date for Business Sept. 29, 2012.
Hours requested: 7pm - 12 AM.

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

Signature [signature]

DATE OF HEARING 8/20/12 APPROVED/DENIED

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

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

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

[signature]

CRANBERRY CAPITAL OF THE WORLD

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

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 8/15/12
NAME OF APPLICANT William Fillar for Bartending Svc. of NE.
ADDRESS OF APPLICANT 13 West Elm Ave
ASSESSORS MAP & LOT 442/5525
NAME OF BUSINESS Town Hall Auditorium
OWNER OF PROPERTY TO BE LICENSED
ADDRESS OF PROPERTY TO BE LICENSED Town Hall
ASSESSORS MAP & LOT

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture ____
Class I License ____
Class III License ____
Common Victualler ____
2nd Hand Clothing ____
Class II License ____
Liquor License ✓
Other Middleboro Friends Costume Party Fundraiser

Anticipated Start Date for Business October 27, 2012
Hours requested: 7pm – 12:00 AM

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

Signature [signature]

DATE OF HEARING 8/20/12 APPROVED/DENIED

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

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

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

[signature]

CRANBERRY CAPITAL OF THE WORLD

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

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 8/15/12
NAME OF APPLICANT William Fuller for Bartending Svc. of NE.
ADDRESS OF APPLICANT 13 West Elm Ave
ASSESSORS MAP & LOT 148 / 5595
NAME OF BUSINESS Town Hall Auditorium
OWNER OF PROPERTY TO BE LICENSED
ADDRESS OF PROPERTY TO BE LICENSED Town Hall
ASSESSORS MAP & LOT

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture ____
Class I License ____
Class III License ____
Common Victualler ____
2nd Hand Clothing ____
Class II License ____
Liquor License ✓ – Wedding Reception
Other ____

Anticipated Start Date for Business December 28, 2012
Hours requested: 5:30 – 11:00 pm

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

Signature [signature]

DATE OF HEARING 8/20/12 APPROVED/DENIED

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

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

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

[signature]

BARTE-4 OP ID: LLB

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/13/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Farrell Backlund Ins LLC
PO Box 549
Middleboro, MA 02346
508-947-3036
508-880-0142

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	41297
INSURER B: Aspen Specialty Insurance Co	10717
INSURER C: Commerce Insurance Company	34754
INSURER D: Technology Insurance Co	42376
INSURER E:	
INSURER F:	

INSURED
The Bartending Service of
New England LLC
PO Box 425
Middleboro, MA 02346

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blkt Add'l Ins GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		CPS1511624	03/01/12	03/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			BBQW64	02/27/12	02/27/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			XLS0080305	03/01/12	03/01/13	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		TWC3312332 MA	03/01/12	03/01/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Liquor Liability	X		CPX040412	03/01/12	03/01/13	Ea Occ Agg	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Bartending Service. Town of Middleboro is an Additional Insured for General and Liquor Liability when required by written contract for events to be held at the Town Hall on 9/29/12 from 7:00 p.m. to 12:00 a.m., 10/27/12 from 7:00 p.m. to 12:00 a.m., and 12/28/12 from 5:30 p.m. to 11:00 p.m.

CERTIFICATE HOLDER

MIDDLEB

Town of Middleboro
Board of Selectmen
10 Nickerson Ave
Middleboro, MA 02346

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lynette H. Brown

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Plymouth County
Cooperative Extension
P.O. Box 658, 266 High Street, Hanson, MA 02341
Tel: (781) 293-3541 Fax: (781) 293-3916
Email plyctyext@mindspring.com

Plymouth County Extension 4-H Program

Board of Selectmen
Town of Middleborough
10 Nickerson Avenue
Middleborough, Ma 02346

Dear Honorable Board,

The Plymouth County 4-H Program respectfully requests permission to have a 5K road race/walk in Middleborough on Saturday, October 13, 2012 beginning at 9:00 am. In honor of National 4-H week, we are organizing this road race / walk to raise money to aid local 4-H clubs, promote 4-H growth in Plymouth County and to help expand the public programs 4-H currently offer.

The 5K Race/ walk will start and end at the East Middleboro 4-H Club House, 183 Thompson St. (Route 105). Runners / walkers will turn right out of the club house down Thompson St. turn around at Plympton St. and finish back at the Starting point. (Map attached)

Safety is always our primary concern, so we will have a Police detail and Emergency medical Services at the Start/finish area for the safety of the participants. We will also have spotters at every turn along the route so that runners will always know where they are and where they are going.

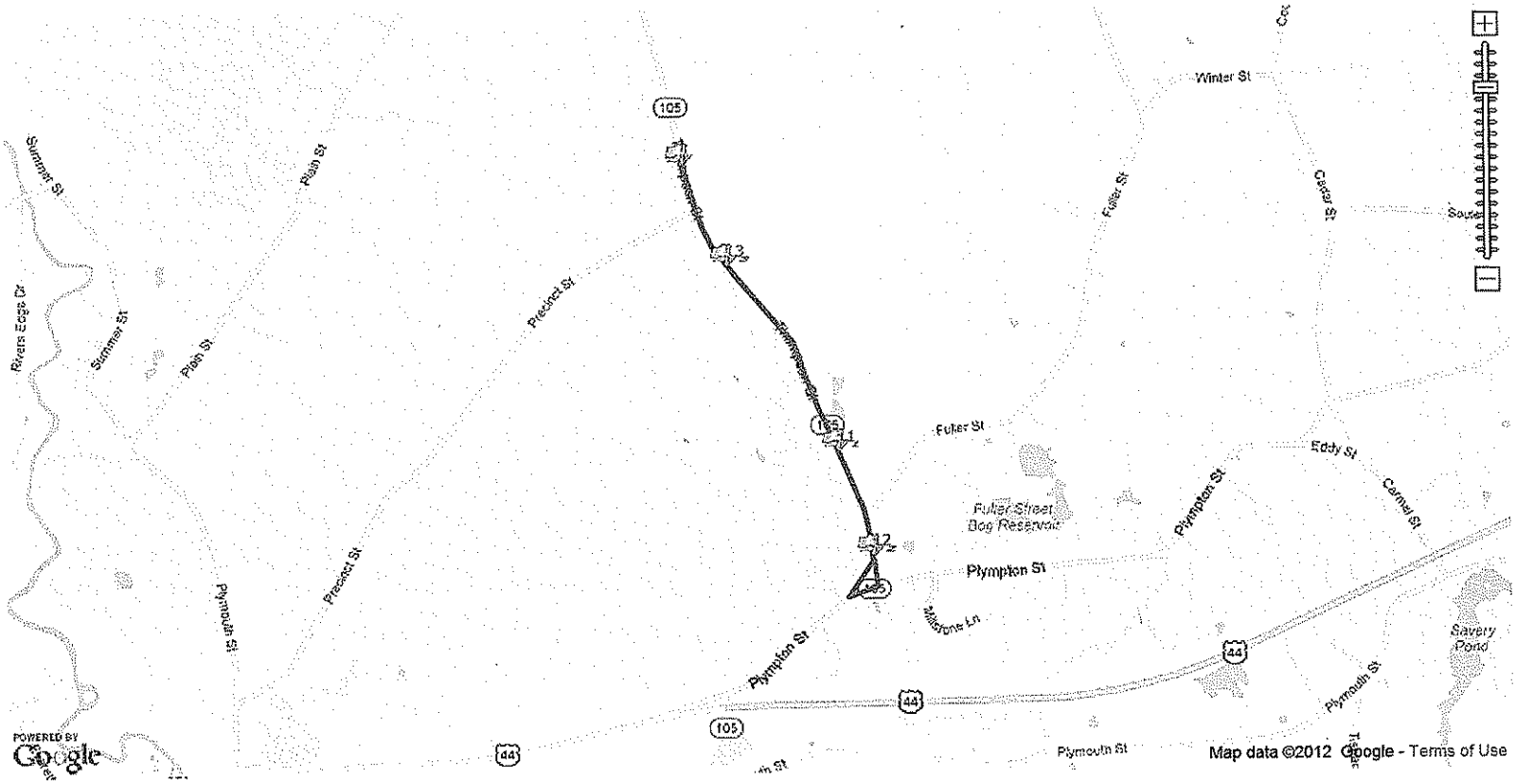
If there is any questions or concerns please contact me.

Sincerely,

Valerie Schell

Valerie Schell
Plymouth County 4-H Extension
Program Assistant
vschell@umext.umass.edu
www.plymouthcounty4h.org

Plymouth County/UMass Extension offers equal opportunity in programs and employment



Winter St
105
Summer St
Plain St
Fuller St
Carter St
Rivers Edge Dr
Summer St
Plain St
Precinct St
Fuller St
Eddy St
Fuller Street
Bog Reservoir
Plympton St
Carmel St
Plympton St
Plymouth St
Precinct St
Milstone Ln
Savery
Pond
Plympton St
44
44
105
44
Plymouth St
Plymouth St
POWERED BY
Google
Map data ©2012 Google - Terms of Use

Jacqueline Shanley

From: Chief Bruce Gates <bruce.gates@mpdmail.com>
Sent: Wednesday, August 08, 2012 10:00 AM
To: Jacqueline Shanley
Subject: RE: 4H road race-walk 10-13-12

Jackie,

I do my own jogging on Precinct St as there is substantially less vehicle traffic, I do this to specifically to stay off Thompson St because of the fast traffic there. It would be my recommendation to have them consider going right out of the clubhouse then going right on Precinct St.. Precinct St. is 2 miles long , which is further than walking to Plympton St., so there is enough distance to complete it on Precinct St..

That would be my safety concern.

Bruce

From: Jacqueline Shanley [mailto:jshanley@middleborough.com]
Sent: Wednesday, August 08, 2012 9:37 AM
To: Lance Benjamino; bruce.gates@mpdmail.com
Subject: 4H road race-walk 10-13-12

Good Morning,

Please review the attached and let me know if you have any concerns/objections/requirements.

Thank you.

Jackie

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

Jacqueline Shanley

From: Lance Benjamino
Sent: Wednesday, August 08, 2012 10:51 AM
To: Jacqueline Shanley
Subject: Re: 4H road race-walk 10-13-12

Jackie,

I have no issues with this request. I do understand Chief Gates' concern, however I don't think the traffic on Saturday morning at 0900 will be too bad. Especially with police details and spotters.

Respectfully,
Lance Benjamino
Chief of Department

Sent from my iPhone

On Aug 8, 2012, at 9:36 AM, "Jacqueline Shanley" <jshanley@middleborough.com> wrote:

Good Morning,

Please review the attached and let me know if you have any concerns/objections/requirements.

Thank you.

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

<4H Road race-walk 10-13-12.pdf>

AGREEMENT

The Town of Middleborough and AFSCME Council 93, Local 1700, hereby agree that the provision titled "Article 24---Retirement Incentive" in the May 16, 2005 Memorandum of Agreement for their 2004-2007 collective bargaining agreement shall be revised and that Article XIII of the collective bargaining agreement shall be revised as follows:

"Article XIII-Sick Leave:

1. Sections 1,2,3,4 (unchanged)

2. Section 5 will be deleted and the following language inserted in its place:

" 5a. *Sick Leave Buyback/Three Year Pay Increase.* Employees hired prior to May 16, 2005 are eligible for a pay increase under the conditions described in Section b or, in the alternative, sick leave buyback as described in section c.

5b. *Three Year Pay Increase.* Employees who have completed a minimum of ten (10) continuous years of service with the Town, shall be entitled to a one-time five percent (5%) increase to base salary only for a period of up to three continuous fiscal years. An employee wanting the increase must notify the Town at least 12 months in advance of when the increase is to take effect. At this time, the employee's base salary shall be increased by five percent (5%). After the three years, the base salary will revert back to the appropriate step in the salary schedule, i.e., without the alternate pay increase. The employee shall also be entitled to all negotiated contractual raises and step increases during this time period.

5c. *Sick Leave Buyback.* Employees who have completed a minimum of ten (10) continuous years of service with the Town and who have not previously notified the Town that they want the Three Year Pay Increase, shall be paid a day's pay for the unused portion of the employee's accumulated sick leave, up to a maximum of seventy-five (75) days' pay upon their retirement under Massachusetts General Laws. The Town will make the payment to the estate of an employee who has died after completing a minimum of ten(10) continuous years of service.

3. Sections 6,7,8 (unchanged)

AFSCME COUNCIL 93 Local 1700	TOWN OF MIDDLEBOROUGH
Mike Thomas	_____
Susan Powers	_____
_____	_____
_____	_____
_____	_____

Also strike Article XXV and renumber remaining articles

Agreement made by and between the Town of Middleborough acting by and through its Board of Selectmen/Health (hereafter "Middleborough") and the Town of Raynham acting by and through its Board of Selectmen/Health (hereafter "Raynham").

The parties hereto covenant and agree as follows:

1. Middleborough acting through its Health Department shall provide the following services (the "services") for the Town of Raynham Board of Health:

SCOPE OF SERVICES

I. General Administration - Procedures

- Receive all reports relative to communicable disease identified as reportable by the Department of Public Health, process all reports notifying the status and follow up investigation with the patient and with physician referrals.
- Verify with Raynham Health Department which cases are to be reviewed and investigated by the Middleborough Health Department. Public Health Nurse.
- Make contact with patients and physicians for follow-up.
- Refer patients to resources for treatment and care guidelines.
- Maintain contact with the Raynham Board of Health relative to trends in illness in the schools and the community.
- Provide monthly reports to the Raynham Board of Health on Communicable Disease Investigation and Reporting Activities.

II. Communicable Diseases

- Investigate and report all diseases dangerous to the public health and reportable to Massachusetts Department of Public Health.
- Investigate outbreak of suspected food poisoning and obtain food intake history and request specimens as needed.
- Restrict employment of food handlers when necessary under the guidelines of Massachusetts Department of Public Health.
- Provide health information and health education to patients and families to prevent further disease spread.

III. Tuberculosis Control

- Investigate and report tuberculosis cases to tuberculosis control.
- Investigate and check all contacts and possible sources of disease.
- Ensure prompt diagnostic follow-up of patients and suspects.
- Monitor medications of patients and tuberculin positive contacts.
- Coordinate with state and patient's doctor for follow through.

2. Middleborough shall perform the services for Raynham for a term commencing on July 1, 2012 and ending on June 30, 2015.

3. Middleborough's Health Department employees shall provide the services. All administrative support and equipment needed to perform the services shall be the

responsibility of Middleborough and its Health Department. The services shall be performed during normal, regular working hours of the Middleborough Health Department (Monday-Friday from 8:00 a.m. to 5:00 p.m., excepting legal holidays). The Middleborough Health Department employs one part-time Registered Nurse. The primary nurse contact is also certified for food inspections. The part-time nurse is available during the work week with office hours, clinics and home visits as part of a communicable disease investigation and follows up. The part-time nurse shall be under the oversight and direction of the Middleborough Health Department while they perform services for Raynham under this agreement.

4. Raynham shall pay Middleborough for the services rendered hereunder by Middleborough at the rate of forty dollars ($40.00) per hour for each hour that a Middleborough Health Department employee is engaged in carrying out services for Raynham hereunder. Middleborough shall bill Raynham monthly for services performed. Each monthly bill shall include the cost of services for the month prior to the bill. Raynham shall pay Middleborough the amount of each bill within thirty days of the date of billing.

5. Middleborough Health Department personnel will meet with the Raynham Board of Health at a minimum annually for a joint review of services provided under this agreement and to discuss modification or amendment of the agreement on which the parties may agree.

6. Either party may terminate this agreement at any time by written notice to the other party. Any such termination shall take effect sixty (60) days after the date a notice of termination is given. The parties may also by mutual agreement terminate this agreement.

7. This agreement is made pursuant to and shall be subject to the provisions of General Laws Chapter 40, Section 4A.

Witness the hands and seals of the undersigned this 7th day of August, 2012.

Town of Middleborough
By:

_____

_____

_____

_____

_____

Board of Selectmen

Town of Raynham
By:

Marie A. Smith

Joseph [illegible]

Richard [illegible]

Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)

NOTICE OF BETTERMENT AGREEMENT August 8, , 2012.
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated April 27,2012 (insert date) with Paul F. Delaney & Jacquelyn P.Holden-Delaney (insert name(s) of property owner(s)

with respect to real estate located at 313 Wood Street (insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County Registry of Deeds in Book 22337, Page 39 (insert book and page)

or filed as Document Number _____ (insert document number of deed) with the Plymouth District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Sixteen Thousand Two Hundred and Three &.00/100 ($ 16,203.00).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Alfred P. Rullo Jr., Chairman

Allin Frawley, Vice Chairman

Steven P. Spataro

Ben Quelle

Stephen J. McKinnon

Board of Selectmen
Town of Middleborough

Commonwealth of Massachusetts
County of Plymouth

On This _____ day of _____20_____ before me the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

_____
Signature of Notary
Jacqueline M. Shanley

(Seal)
My commission expires:

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)

NOTICE OF BETTERMENT AGREEMENT August 8, , 20 12 .
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated April 24,2012 with Annette DesRosiers
(insert date) (insert name(s) of property owner(s)

with respect to real estate located at 20 Carey Street
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County Registry of Deeds in Book 27394, Page 142
(insert book and page)

or filed as Document Number _____ with the Plymouth
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Twenty Eight Thousand and Ten Dollars & .38/100 ($ 28,010.38).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Alfred P. Rullo Jr., Chairman

Allin Frawley, Vice Chairman

Steven P. Spataro

Ben Quelle

Stephen J. McKinnon

Board of Selectmen
Town of Middleborough

Commonwealth of Massachusetts
County of Plymouth

On This _____ day of _____20_____ before me the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

_____
Signature of Notary
Jacqueline M. Shanley

(Seal)
My commission expires:

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)

NOTICE OF BETTERMENT AGREEMENT August 8, , 20 12 .
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated November 4,2011 with David Bibeau
(insert date) (insert name(s) of property owner(s)

with respect to real estate located at 19 Lakeway Street
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County Registry of Deeds in Book 8213, Page 184
(insert book and page)

or filed as Document Number _____ with the Plymouth
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Sixteen Thousand Eight Hundred Eighty Seven & .70/100($ 16,887.70).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Alfred P. Rullo Jr., Chairman

Allin Frawley, Vice Chairman

Steven P. Spataro

Ben Quelle

Stephen J. McKinnon

Board of Selectmen
Town of Middleborough

Commonwealth of Massachusetts
County of Plymouth

On This _____ day of _____20_____ before me the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

_____
Signature of Notary
Jacqueline M. Shanley

(Seal)
My commission expires:

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)

NOTICE OF BETTERMENT AGREEMENT August 8, _____, 20 12 .
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated May 4,2012 with Robert & Doris Mills
(insert date) (insert name(s) of property owner(s)

with respect to real estate located at 1 Homestead Road
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County Registry of Deeds in Book_____, Page_____
(insert book and page)

or filed as Document Number 608705 with the Plymouth
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Eight Thousand Nine Hundred Thirty Three & .00/100 ($ 8,933.00).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Alfred P. Rullo Jr., Chairman

Allin Frawley, Vice Chairman

Steven P. Spataro

Ben Quelle

Stephen J. McKinnon

Board of Selectmen
Town of Middleborough

Commonwealth of Massachusetts
County of Plymouth

On This _____ day of _____20_____ before me the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

_____
Signature of Notary
Jacqueline M. Shanley

(Seal)
My commission expires:

Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

August 20, 2012

Mr. Paul L. Kreitzberg
Treasurer/Trustee
Middleborough Veterans Memorial Park Trust
6101 Oak Point Drive
Middleborough, MA 02346 - 5368

Dear Mr. Kreitzberg:

The Board of Selectmen would like to invite the Middleborough Veterans Memorial Park Trust to participate in our downtown holiday activities in December by lighting the spruces that are at the rear of the Park.

The Board of Selectmen will collaborate with and consult with the Middleborough Veterans Memorial Park Trust on any future uses of the Park itself.

Sincerely,
BOARD OF SELECTMEN

Alfred P. Rullo, Jr.
Chairman

Allin Frawley
Vice Chairman

Steven P. Spataro

Ben Quelle

Stephen J. McKinnon

COMMONWEALTH OF MASSACHUSETTS

Town of Middleborough
Rent Board Case No. 2012-001

In Re: HILLCREST MHC, LLC

MEMORANDUM OF DECISION

The Town of Middleborough Rent Board (the "Board") received a petition filed by Hillcrest MHC LLC (the "Owner") for an increase in rents to be paid by tenants of Hillcrest Mobile Home Park (the "Park"). The Board scheduled and gave notice of a public hearing to be held with respect to the petition. The initial session of the hearing was held on April 2, 2012. There were other sessions of the hearing. The primary issue involved in the hearing was whether the rents paid by the tenants in the Park would be increased.

The Owner through counsel submitted and reported various documentation concerning the finances of the Park including operational expenses for the years 2009, 2010 and 2011 and estimates for 2012. The Park Manager and the Owner's Comptroller also testified. Park tenants including a representative of the Park Tenants Association also testified.

There was evidence that a single family dwelling was located in the Park, and the questions arose whether it should be included in the relevant expenses for the Park.

The question arose what the correct number of mobile home units was in the Park. Evidence was presented on this issue.

There was also evidence concerning the potential replacement of a water meter for the Park. The existing water meter had malfunctioned.

There was evidence concerning the amount of time that the Park's maintenance personnel spent at the Park.

There was evidence presented on the real estate tax assessed valuation of the Park.

There was evidence that the rent paid by the tenants at the Park was $183.00/month including $12.00/month for the license fee due to the Town from the Park Owner for each home in the Park ($171.00 rent & $12.00 license fee). There was also evidence that the Park Owner had not sought a rent increase since it purchased the Park and that there had not been a rent increase at the Park for more than ten years.

The Board asked questions of the witnesses on several subjects.

FINDINGS OF FACT

Based on creditable evidence presented and accepted at the hearing and the reasonable inferences drawn from that evidence, the Board finds the following facts:

1. There are 96 manufactured homes, formerly mobile homes, in the Hillcrest Mobile Home Park.

2. The rent per month with respect to each home is $171.00.

3. Each tenant at the Park is required to pay monthly rent of $171.00 plus $12.00 per month for the license fee due to the Town from the Owner of the Park for a total monthly payment of $183.00.

4. Owner reported Total Operating Expenses for the Park for 2010 of $165,538.22 and for 2011 of $206,001.00.

5. Owner reported estimated Total Operating Expenses for the Park for 2012 of $246,524.47.

6. Owner reported sewer/water expenses for the Park for 2009 of $16,286.11; for 2010, $48,512.50; and 2011, $71,994.38.

7. Owner reported estimated sewer/water expenses for 2012 of $72,744.00.

8. Owner reported legal/professional expenses for the Park for 2010 of $7,847.25; for 2011, $6,626.32; and estimated legal/professional expense for 2012 of $19,180.00.

9. Owner reported a management fee expense of $8,288.11 for 2010; $8,697.36 for 2011; and an estimated management fee for 2012 of $13,016.16.

10. Owner reported that the management fee is based on 4% of the rental income in the Park.

11. Owner reported that the increase in legal/professional expenses in the estimate of operating expenses for 2012 compared to the expense amounts for that item for 2010 and 2011 was attributed to the application for an increase in rent under rent control.

12. The large increase in water/sewer expense in the operating expenses for 2010, 2011 and the estimate for 2012 compared to the base year of 2009 was because of a malfunctioning water meter for the Park and is not attributed to tenant water use.

13. The large increase in management fees reported as estimated for 2012 was based in part on an assumed large increase in rents to be made by the Board in the present proceeding.

14. The fair market value of the Park is $1,760,400.00.

15. Park Owner has a debt owed to a lender on which the interest rate payable to the lender is 6.25%.

16. The calculation of the total yearly rent for the Park is derived by multiplying the rate of return of 6.25% by the fair market value of the Park and adding thereto the yearly operating expenses for the Park.

17. A fair and reasonable rate of return/profit for the Park is 6.25 percent.

18. A rate of return/profit for the Park Owner of 6.25 percent will produce a fair net operating income for the Park Owner.

19. After adjustments by the Board with respect to water/sewer expense, management fees and legal/professional items, the reasonable total operating expenses for the Park are as follows:

2010	-	$137,760.00
2011	-	$155,209.00
2012	-	$181,361.00

20. The annual average for the reasonable total operating expenses for the Park for 2010, 2011 and 2012 as adjusted by the Board is $158,110.00.

21. The total annual rent for the Park which will produce a fair net operating income for the Park Owner after payment of operating expenses is $268,135.00.

22. The annual rent for each of the units in the Park needed to produce a fair net operating income for the Park Owner is $2,793.00 or $233.00 per month.

23. The owner of each unit in the Park should pay the Owner monthly rent of $233.00 plus $12.00 for the licensee fee due to the Town for a total monthly payment of $245.00.

24. The monthly rent amount to be paid by each unit owner in the Park should be increased by $62.00.

25. The increased rent amount of $62.00 indicated in the prior finding should be phased in over a two year period in three increments. Each unit owner should pay the Park Owner the sum of $204.00 ($192.0 rent plus $12.00 license fee) for the month of September 2012 and monthly thereafter until September 2013 at which time each unit owner should pay the Park

Owner the sum of $225.00 ($213.00 rent plus $12.00 license fee) for the month of September 2013 and monthly thereafter until September 2014 at which time each unit owner should pay the Park Owner the sum of $245.00 ($233.00 rent plus $12.00 license fee) for the month of September 2014 and monthly thereafter unless and until the monthly rent due is changed by lawful authority.

26. The Board calculations/analysis of the rent increase for the Park are set forth in the attachment hereto which attachment is incorporated herein by reference.

RULINGS OF LAW

The Board makes the following rulings of law:

1. A fair rate of return for the Park is 6.25 percent.

2. The total annual rent for the Park which will produce a fair net operating income for the Park Owner is derived by multiplying the fair market value of the Park by the fair rate of return and adding to the product thereof the annual reasonable total operating expenses of the Park.

3. The average of the reasonable operating expenses for the Park for 2010, 2011 and the estimate of reasonable operating expenses for 2012 shall be used in determining the total annual rent for the Park which will produce a fair net operating income for the Park Owner.

4. The total annual rent for each unit in the Park is determined by the Board to be $2,793.00, or $233.00 per month, plus $12.00 per month for the monthly license fee due to the Town for each unit, under General Laws Chapter 140, Section 32G, for a total of $245.00 per month.

5. The legal/professional expenses reported by the Owner shall be adjusted before calculation of the total annual rent for the Park as follows: increase the amount reported for 2010 by $2,000.00; increase the amount reported for 2011 by $2,000.00; and decrease the estimated amount reported for 2012 by $8,000.00.

6. The management fee expenses reported by the Owner shall be adjusted before calculation of the total annual rent for the Park as follows: For 2012 - $8,914.00 instead of $13,016.00.

7. The water/sewer expense reported by the Owner shall be adjusted before calculation of the total annual rent for the Park as follows: For 2010 - $18,734.00 instead of $48,512.00; for 2011 - $19,202.00 instead of $71,994.00; and for 2012 - $19,683.00 instead of $72,744.00.

8. Because the increase in the rent of more than 36%, the Board finds that it is fair and reasonable and consistent with the special rent control act and the Board's Rules and Regulations to provide that the rent increase shall be implemented in three phases over a twenty-four month period.

9. The Owner's reported operating expenses for management fees for 2012, legal & professional for 2010, 2011 and 2012 and water and sewer for 2010, 2011 and 2012 are not fair and reasonable.

DECISION

Based on the foregoing, the Board hereby orders a general adjustment of the rents payable by tenants at Hillcrest Mobile Home Park as follows:

1. Effective for the month of September 2012, the rent for each unit shall be increased from $171.00 to $192.00. The total monthly payment due for each unit shall be $204.00 ($192.00 rent plus $12.00 license fee).

2. Effective for the month of September 2013, the rent for each unit shall be increased from $192.00 to $213.00. The total monthly payment due for each unit shall be $225.00 ($213.00 rent plus $12.00 license fee).

3. Effective for the month of September 2014, the rent for each unit shall be increased from $213.00 to $233.00. The total monthly payment due for each unit shall be $245.00 ($233.00 rent plus $12.00 license fee).

Town of Middleborough Rent Board
By:

_____
Alfred P. Rullo, Jr., Chairman

DATED: August 20, 2012

Draft Calculation Hillcrest Rent Increase
Average Three Years
2010 thru 2012

			2010	2011	2012	Average
Operating Expenses as reported			165,538	206,001	246,524	
Adjustments						
Management Fee						
	2012	13,016				
	2011	8,697				
Inflation incr 2.5%		8,914			(4,102)	
Legal Fees						
As Reported						
	2010	7,847	0			
	2011	6,626		0		
	2012	19,180	2,000	2,000	(8,000)	
Water sewer Adjustment						
Base						
	2009	16,286				
Incr 20% sewer & 5% water		18,277				
2010 Adjustment						
As reported		48,512				
Should be		18,734	(29,778)			
2011 Adjustment						
As reported		71,994				
Should be		19,202		(52,792)		
2012 Adjustment						
As reported		72,744				
Should be		19,683			(53,061)	
Adjusted Operating Expenses			137,760	155,209	181,361	158,110

Calculation of Rent Adjustment

Market Value of Property	1,760,400
Rate of Return	0.0625
Profit	110,025
Total Rent(profit plus operating exp)	268,135
Number of units	96
Yearly Rent per unit	2,793
Monthly rent per unit plus $12	245
Current Rent plus $12	183
Monthly Increase	**62**
Spread over three years	**21**

Notes of Explanation for Adjustments

Management fee allocation method not appropriate. The year 2012 allocation was inappropriately by large rent increase. Basing allocation on rents does not reflect the activity which drives the expenses

Legal fees in 2012 included 10K related to rent control this expense should be spread over a five year period which should reflect the interval rent increases

Water and sewer increases based on a bad meter resulting in large estimates. This is not based on tenant usage and therefore should be adjusted to a more reasonable level.

COMMONWEALTH OF MASSACHUSETTS

Town of Middleborough
Rent Board Case No. 2011-001

In Re: EDGEWAY MOBILE HOME PARK

MEMORANDUM OF DECISION

The Town of Middleborough Rent Board (the "Board") initiated a hearing under the Board's "Rules and Regulations For Mobile Home Park Accommodations, Rents and Evictions" to determine whether a general or individual downward rent adjustment was warranted with respect to Edgeway Mobile Home Park (the "Park") on account of various conditions and/or circumstances existing in the Park. The issues involved in the hearing included:

1. Whether the Park owner failed to complete improvements in the Park required to be constructed and/or installed pursuant to the Park's special permit issued by the Middleborough Planning Board.

2. Whether the drainage system for the Park was approved as required under a Town of Middleborough Board of Health rule or regulation.

3. Whether the Park has a license under General Laws Chapter 140, Section 32A to conduct, control, manage and/or operate the Park

4. Whether the Park owner failed to perform normal and adequate ordinary repair or maintenance in the Park.

5. Whether the Park owner failed to conform or violated requirements of the State Sanitary Code.

6. Whether the residents of the Park have been adversely affected by surface water drainage conditions at the Park.

7. Whether the Park owner altered the buffer of the Park, which buffer was provided for under the special permit for the Park, by removal of trees and removal of earth materials from the buffer.

8. Whether one or more of the circumstances/conditions identified in Issues 1 through 7 above, if found to exist, warrants a general or individual downward rent adjustment.

The Board scheduled a hearing from May 2, 2011. Sessions of the hearing were held on various other days including the last session on June 25, 2012, and evidence was taken at some of the sessions of the hearing. The Board heard evidence from Building Commissioner Robert Whalen, Health Officer Jeanne Spalding and Planning Director Ruth Geoffroy concerning the various circumstances and conditions existing at the Park. The Board also heard evidence from Corey Farcas, the Park owner as Trustee of Edgeway Realty Trust. Included in the evidence received from Farcas was information concerning the Park income and expenses.

During the pendency of the hearing, the Town was involved in two cases which were in the Plymouth County Superior Court. They involved the Park owner, both as a defendant ("enforcement case") and as plaintiff ("license case"). The cases were tried to a judge without jury. Following the trial, the judge gave the parties an opportunity to reach agreements for judgment in the cases before the judge made decisions in the cases. The parties negotiated a settlement of the two cases and filed agreements for judgment in mid-September 2011. In connection with the settlement, the Board agreed with the Park owner that the Board would dispose of the pending rent control proceeding by a decision which would not provide for any downward adjustment of the rents at the Park upon completion by the Park owner of construction, certification and approval with respect to certain items required to be done and submission of preliminary draft proposals for drainage facilities pursuant to the agreement for judgment in the enforcement case.

FINDINGS OF FACT

1. The Board entered into an agreement with the Park owner to dispose of the pending rent control proceeding with a decision which would not provide for any downward adjustment of the rents at the Park upon completion of construction, certifications and approvals and submission of a preliminary draft proposal for drainage facilities under an agreement for judgment in a Superior Court case involving the Park.

2. The required construction, certifications and approvals and submissions referred to in finding #1 above were completed.

RULINGS OF LAW

The Board is required to dispose of the pending rent control proceeding by a decision which will not provide for any downward adjustment of rents at the Park.

DECISION – ORDER

Based on the foregoing, the Board declines to make any roll-back, reduction or other downward adjustment of the rents at the Park. The Board orders that the proceeding is hereby dismissed.

Town of Middleborough Rent Board
By:

_____
Alfred P. Rullo, Jr., Chairman

DATED: August 20, 2012

Town of Middleborough
Office of Economic & Community Development
20 Centre Street
Middleborough, MA 02346

Tel: 508-946-2402, Fax: 508-946-2413

August 15, 2012

Memorandum

To: Board of Selectmen Chair Alfred Rullo
Board Members Stephen McKinnon, Steven Spataro, Allin Frawley, and Ben Quelle

From: Jane Kudcey, Office of Economic and Community Development (OECD)
RE: Massworks Grant Application for Everett Square/Centre Street Revitalization

The OECD will be applying for approximately $1.5 million to the State Executive Office of Housing and Economic Development's (EOHED) Massworks Infrastructure Program in September for infrastructure improvements to the Downtown. The proposed project consists of four general tasks related to:

- Geometric and safety improvements to Everett Square
- Geometric and safety improvements at the intersection of Centre Street and Oak Street
- Reconstruction of the existing parking lot located between Pearl Street and Oak Street
- Improved handicapped accessibility to the sidewalks on Centre St., and the addition of audible signals to the traffic light at the intersection of South Main and Center Street.

The OECD had applied for these funds in September of 2011 which were not awarded. The EOHED staff has offered suggestions on improvements to the last application. This application should also be more competitive since it will include the addition of 200 – 300 jobs as High Point will be taking over the St. Luke's Property. Please refer to the attached 2011 maps for overview of projects and design layouts.

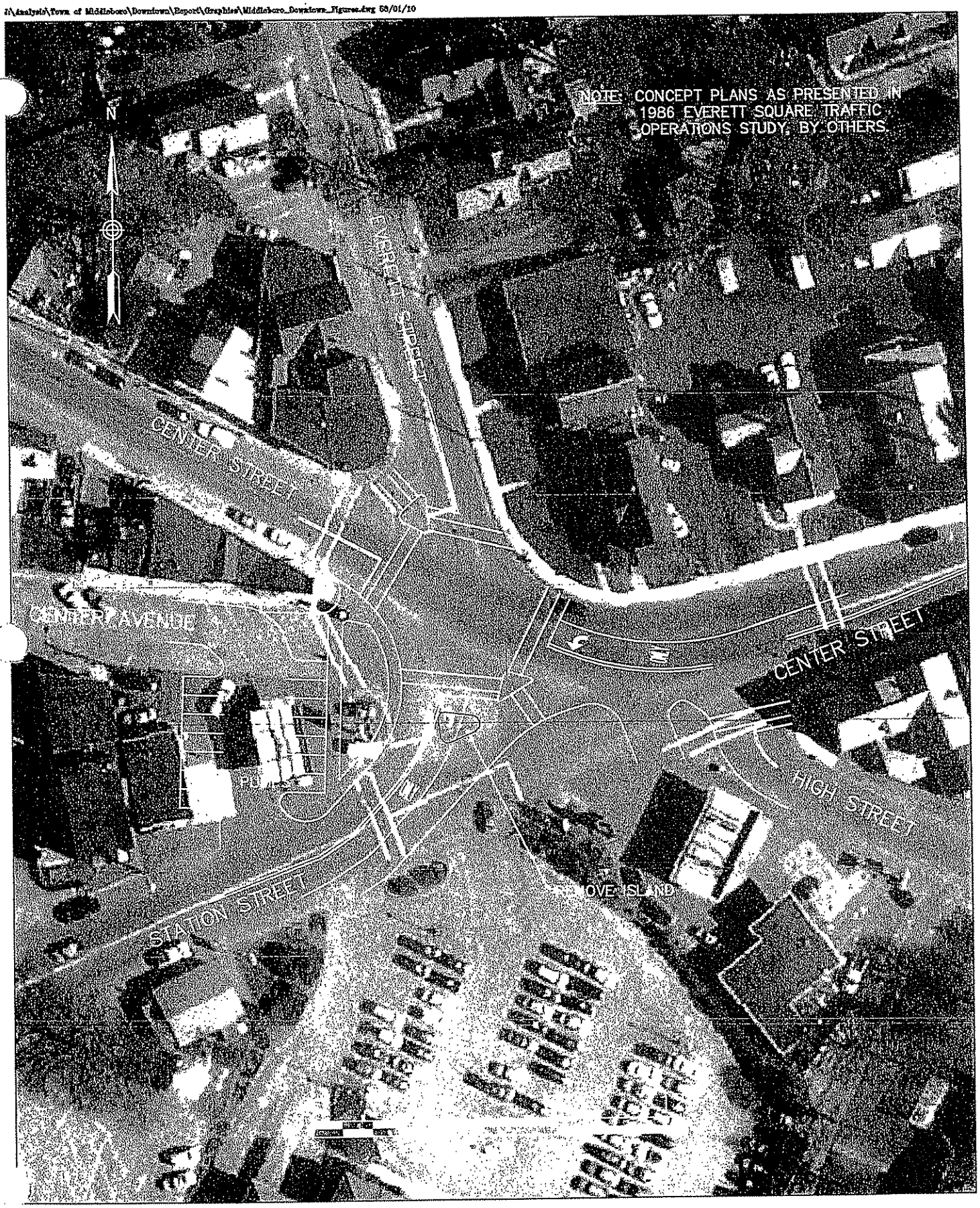
McMahon Associates are in the process of updating the original designs that were submitted last year. Local businesses in Everett Square are being contacted directly for input. In addition, a public hearing will be held to review the designs in early September before the grant application is submitted.

In order to submit this grant application, I am requesting a formal vote of support from the Board.

Thank you for your attention in this matter.

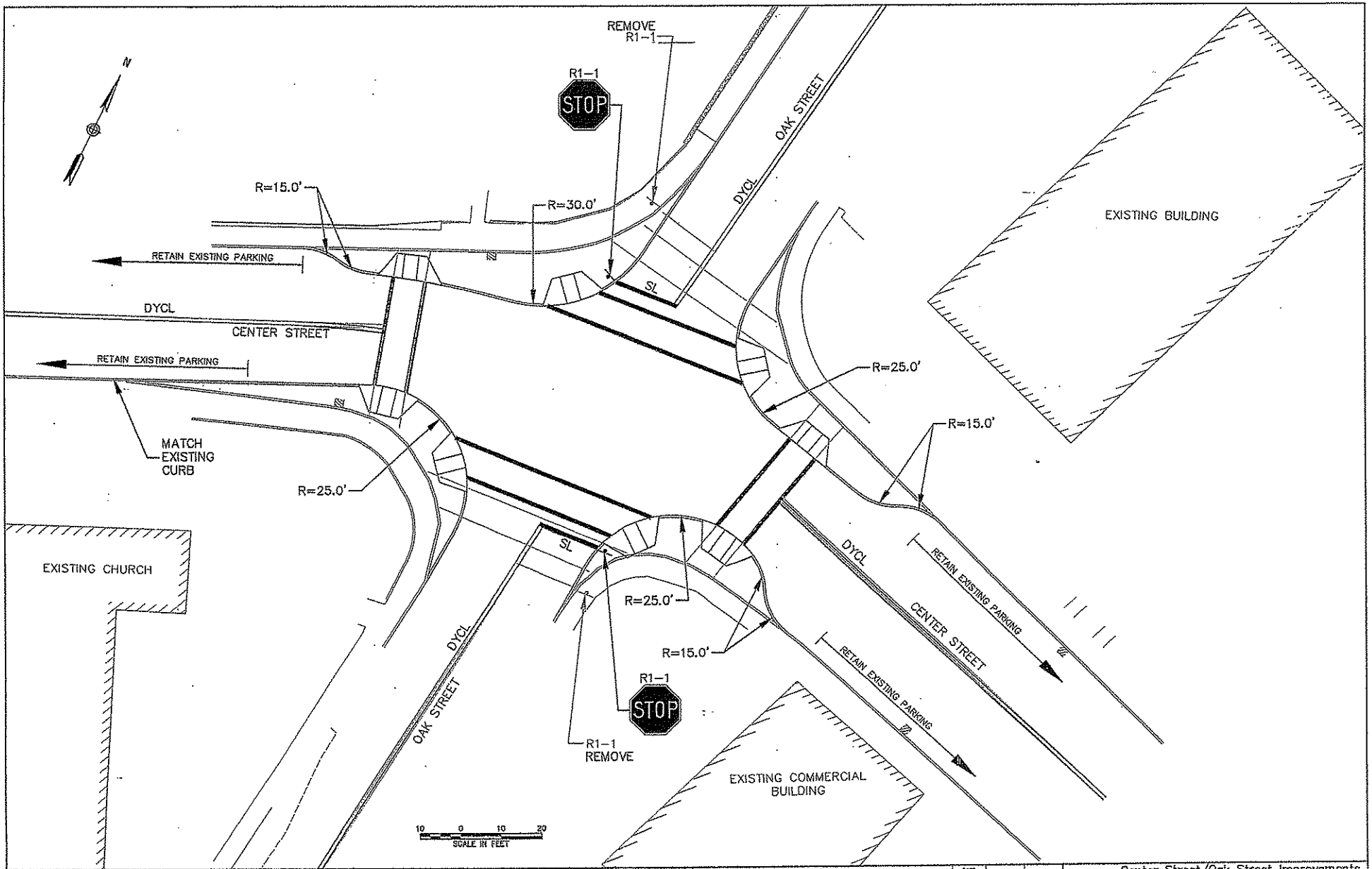
C: Charles Cristello, Town Manager

J:\analysis\Town of Middleboro\Downtown\Report\Graphics\Middleboro_Downtown_Figures.dwg 03/01/10



McMAHON
TRANSPORTATION ENGINEERS & PLANNERS

Intersection Improvements
Everett Square Intersection
Middleboro, MA



McMAHON
TRANSPORTATION ENGINEERS & PLANNERS
www.mcmahon.com

☒ 300 NYLES STANDISH BLVD
TAUNTON, MA 02780
TELE: (508)-823-2245
FAX: (508)-823-2246

☐ 45 BROMFIELD STREET
6TH FLOOR
BOSTON, MA 02108
TELE: (617)-556-0020
TELE: (617)-556-0025

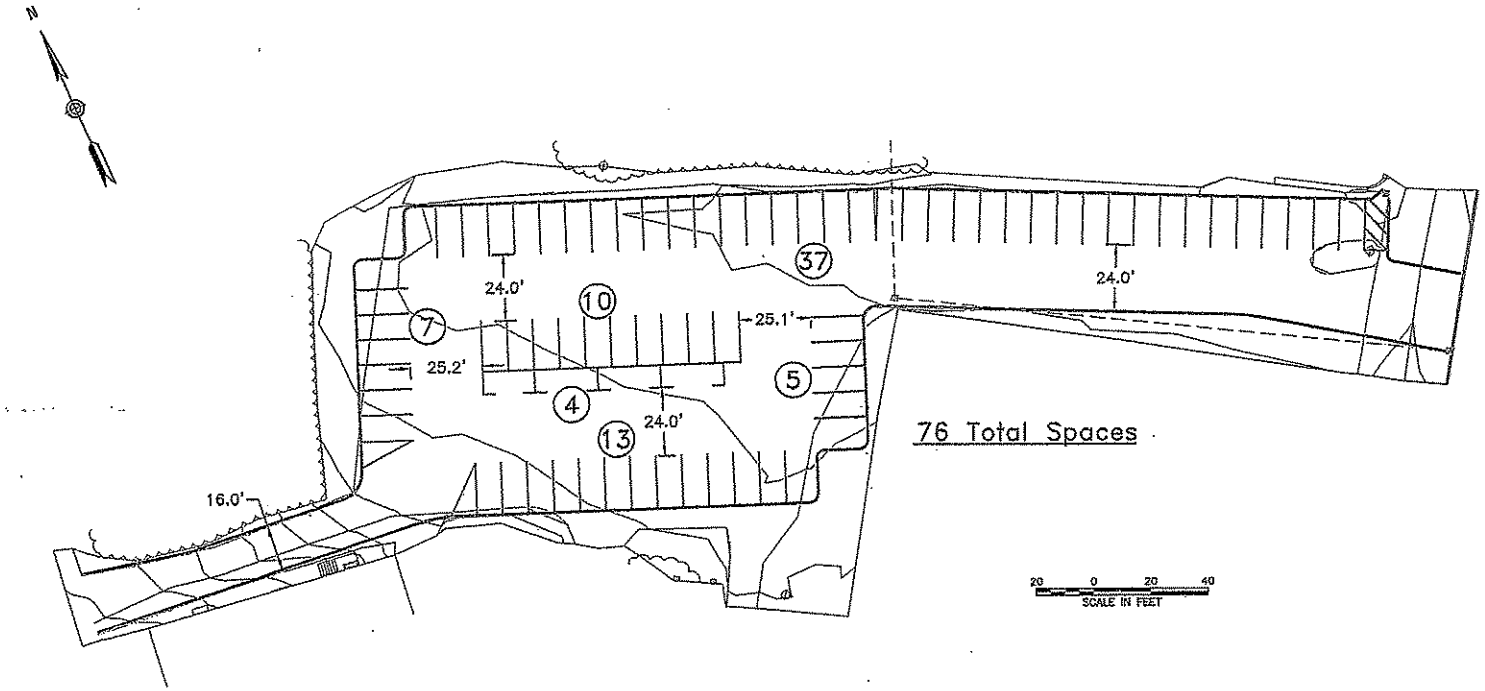
DESIGN BY: GRM
DRAWN BY: JNP
CHECKED BY: GRM

JOB NO: Y09361
SCALE: 1"=10'
DATE: 11-23-09

REVISION NUMBER	REVISIONS	DATE

SHEET NO.	TOTAL SHEETS
1	1

Center Street/Oak Street Improvements
Intersection Layout Plan
Middleborough, MA



McMAHON
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www.mcmtrans.com

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TELE: (508)-823-2245
FAX: (508)-823-2246

45 BROMFIELD STREET
6TH FLOOR
BOSTON, MA 02108
TELE: (617)-556-0020
TELE: (617)-556-0025

DESIGN BY: GRM
DRAWN BY:
CHECKED BY:
JOB NO: Y09351
SCALE: AS NOTED
DATE: 11-24-09

REVISION NUMBER	REVISIONS	DATE

SHEET NO. 1
TOTAL SHEETS 1

Parking Lot Improvements
Layout Plan
Middleborough, MA

Incorporated 1669
335 Years of Progress

CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough

Massachusetts

Town Manager

508-947-0928
FAX 508-946-2320

MEMORANDUM

TO: Board of Selectmen

FROM: Charles J. Cristello, Town Manager

RE: Recommendation for Funding of Office of Economic and Community Development

DATE: August 17, 2012

As you know we were not successful in obtaining a Community Development Block Grant (CDBG) – Small Cities grant this year. The CDBG grant is the primary source of funds for our Office of Economic and Community Development. We were in the same position three years ago. At that time, the Board of Selectmen authorized the use of resort funds to keep the office open until the next grant award. I am recommending the same strategy this year. I am asking that you authorize the use of up to $52,926 from resort funds for the Office of Economic and Community Development. As you can see from the attached spread sheet from Jane Kudcey there are other grants pending that could partially offset that amount. However, we cannot count on those funds at this time.

Included in the request is $8,000 for a consultant to assist Jane with the next grant application. We used a consultant when we received the last CDBG grant two years ago.

I would be happy to answer any questions you may have.

c. Jane Kudcey
Ruth Geoffroy

From: Paul Gabriel
Sent: Wednesday, August 15, 2012 5:39 PM
To: 'Charles Cristello'
Cc: pcm@envpartners.com
Subject: RE: PM Contract - Wastewater Treatment Plant Update

Hi Charles:

Thanks for forwarding the agreement form along. Attached please find the agreement with one requested change under indemnification.
On schedule and budget, we are proposing the following:

Budget

- Task 1.WPCF Capabilities Assessment $81,000
- Task 2. Preliminary River Dilution Assessment $9,800
- Task 3. Initial Regulatory Coordination $5,600
- Task 4. Preliminary Report $25,000

Task 2 would not involve any modeling at this time, but will be a preliminary analysis of the broader issues and impacts of varying discharge nutrient concentrations in downstream receiving waters.

A schedule of standard billing rates is attached, and we will be prepared to discuss it in more detail tomorrow.

Schedule

Task 1 and 2 will be completed within an intensive 2 to 2.5 months.

Task 3 will be conducted based on two meetings with EPA and MADEP an on-going basis thereafter.

Task 4 will be completed 1 month after Task 1 is completed.

Overall, EPG estimates that the preliminary report will be submitted within 3.5 months. This allows two weeks for the Town to review the draft report and two weeks for Environmental Partners to address comments and submit a final report with a firm recommendation and cost estimate.

Thanks for your patience over the past two days. We have been reviewing plant performance data as part of our scoping and budgeting efforts. If you have any questions or require additional information, please do not hesitate to contact either myself at pcm@envpartners.com or (617) 657 0276, or Paul Gabriel at (pfg@envpartners.com) or 617-657-0200.

See you tomorrow,

Best regards,

Paul F. Gabriel, P.E., LSP
President
Environmental Partners Group, Inc.
1900 Crown Colony Drive
Suite 402
Quincy, MA 02169
P: 617 657 0200
F: 617 657 0201
pfg@envpartners.com

Hyannis Office:
297 North Street, Suite 311
Hyannis, MA 02601
P: 508 568 5103
F: 508 568 5125

Woburn Office:
18 Commerce Way, Suite 2000
Woburn, MA 01801
P: 781 281 2542
F: 781 281 2543

Environmental Partners GROUP

A partnership for engineering solutions.

Environmental Partners Group, Inc.
Fiscal 2013 Standard Billing Rates*
(Effective July 1, 2012 – June 30, 2013)

Category	Hourly Rate
Principal	$190
Sr. Project Manager	$185
Project Manager	$165
Sr. Project Engineer/Scientist/Hydrologist	$122
Project Engineer/Scientist/Hydrologist	$110
Engineer	$95
Hydrologist	$90
Scientist	$80
Field Engineer	$70
Field Technician	$67
Clerical	$65

*Billing rates are revised and updated every July.

Hyannis:
297 North Street, Suite 311, Hyannis, MA 02601
TL 508.568.5103 • FX 508.568.5125

Headquarters:
1900 Crown Colony Drive, Suite 402, Quincy, MA 02169
TL 617.657.0200 • FX 617.657.0201

Woburn:
18 Commerce Way, Suite 2000, Woburn, MA 01801
TL 781.281.2542 • FX 781.281.2543

www.envpartners.com

Environmental Partners GROUP
A partnership for engineering solutions.

August 1, 2012

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

Reference: **Owner's Project Management (OPM) Services**
Middleborough Water Pollution Control Facility Upgrade
Scope of Work for Initial Phase Services

Dear Mr. Cristello:

We are delighted that you have selected Environmental Partners Group, Inc. (EPG) to provide OPM services for the Initial Phase of Work for this project. Outlined below and in the accompanying pages is our proposed initial scope of work for your review and discussion. This is based on the project approach presented in our proposal. I thought it would be prudent to make sure that you are in agreement before we send over a formal agreement document.

The core issues that we proposed to address immediately are:

a. What basic level of improvements is needed to the plant's equipment based on age, wear and tear, and to meet code compliance? This can be answered by assessing the building and process systems, and the life expectancy of the existing equipment.

b. How can the existing plant tankage and treatment systems be maximized to enhance/optimize Nitrogen and Phosphorus removal? This will require a process model of the plant.

c. What would the effluent quality be after the enhancements, and is it close to or meeting the "estimated" new permit limits? How sensitive is the receiving water to different N and P limits? Will a Phosphorous limit of 0.2 mg/l be measurably more "harmful" than 0.1 mg/l?

At the end of this initial phase, we will be able to able to fill in the $$ for the following categories and specific items, and be better positioned to explain the need for further upgrades.

Category	Reason	Specific Improvement	Estimated Cost
Baseline Improvements to Existing Equipment and Building Systems	*End of useful life, or Code Compliance, or Critical to current operation*	*Replace clarifier skimmer arms*	*$A*
		Relocate MCC Electrical gear out of office	*$B*
		Replace SCADA components	*$C*
TOTAL BASELINE IMPROVEMENTS			*$$*
Enhancements for N&P Removal	*Stricter Permit Limits*	*Rehab existing aeration tanks*	*$D*
		Adjust existing phosphorous chemical feed dosing	*$E*
TOTAL ENHANCEMENTS IMPROVEMENTS			*$$*

At the end of this initial phase of work, we will have identified the scale and cost of improvements needed at the WPCF to meet stricter NPDES permit limits. We will also have met with the regulators to obtain clarification on the pending permit limits. The improvements for retro-fitting the existing facility or new construction will be clearly defined and will become the basis for the scope of work for the Designer.

Also, for your review, we have attached a copy of the terms and conditions for our ongoing stormwater project with the Town.

We look forward to working with the Town on this project. After you have had an opportunity to review the initial scope of work, we will prepare a budget for your review and approval. If you have any questions or require additional information, please do not hesitate to contact either myself (pfg@envpartners.com) or Paul Millett (pcm@envpartners.com) at (617) 657 0200.

Sincerely,

ENVIRONMENTAL PARTNERS GROUP, INC.

Paul F. Gabriel, P.E.

President

Encl: Terms and Conditions

ACCEPTED: _____

FOR: _____

DATE: _____

SCOPE OF WORK FOR INITIAL PHASE OF OPM SERVICES

Task 1. WPCF Capabilities Assessment

Assess the capabilities of the facility to produce an effluent with lower Nitrogen and Phosphorous effluent limits. Identify the improvements needed at the existing WPCF.

Assess the capabilities of the plant to meet the presumed NPDES limits for Nitrogen and Phosphorous. Create a process model for the existing treatment plant processes. The plant treatment process will be modeled using the Biowin model software. Assess the feasibility of reusing a portion of the existing aeration basins for improved Nitrogen removal. Assess the feasibility of adjusting the existing ferric chloride chemical addition system and dosing locations for improved Phosphorous removal.

Assess the condition of the existing process equipment including the primary clarifiers, aeration system, pumps, valves, piping systems; secondary clarifiers, filters and effluent disinfection system, and sludge handling equipment. Recommend improvements based on equipment condition, age, reliability and availability of spare parts.

Assess the condition of the instrumentation and control (SCADA) system. Identify improvements to provide greater monitoring and control capabilities.

Assess the condition of the plant building systems including architectural, structural, Mechanical, Electrical and Plumbing (MEP) systems. Identify immediate improvements to replace equipment that is beyond its useful life and correct code violations.

Develop conceptual arrangements for the improvements to the facility. Develop a cost estimate based on the list of recommended improvements.

Task 2. Preliminary River Dilution Assessment

Review broader river watershed parameters to quantitatively assess the impact of effluent with varying Nitrogen and Phosphorous concentrations and the downstream impacts of such variability on the Nemasket River and Taunton River.

Task 3. Initial Regulatory Coordination

Meet with EPA and DEP to discuss the status of the expected NPDES permit and the new permit limits for Nitrogen and Phosphorous. Discuss the basis for the proposed revisions and the scientific basis for these parameters.

Task 4. Preliminary Report

Prepare a preliminary report documenting the WPCF capabilities assessment, with a recommendation and construction cost estimate for improvements. Provide a concept layout for improvements showing

replacement, rehabilitation and new construction. Provide a construction cost estimate for the recommendations. Meet with the Town Manager and project representatives to discuss the draft preliminary report. Incorporate comments received from the Town into a final report.

Task 5. Prepare RFP for Designer Services Based of Chosen Alternative

This will be included at a later date once Task 4 is completed.

AGREEMENT FOR PROJECT MANAGEMENT SERVICES

FOR THE PROJECT KNOWN AS:

TOWN OF MIDDLEBOROUGH WATER POLLUTION CONTROL FACILITY UPGRADE

The following provisions shall constitute an Agreement between the Awarding Authority, the Town of Middleborough, acting by and through its Town Manager, hereinafter referred to as "Awarding Authority", with an address of: Town Manager, Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346 and _____ _____ with a usual place of business located at _____, hereinafter referred to as "Project Manager", effective as of the _____ day of _____, 20____. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK

1.1. Generally.

1.1.1. The Project Manager will perform all project management services that are necessary and appropriate for the management of the planning, design, construction and administration of the project named above (the "Project"), including the services stated in the Scope of Services attached to this Agreement at Attachment A, (the "Project Management Services").

1.1.2. The Project Manager shall initially perform the limited Scope of Services described on Exhibit B as the "Initial Phase of OPM Services". If, upon completion of the Initial Phase of OPM Services, the Awarding Authority

authorizes the Project Manager to perform other services described on Attachment A, the Awarding Authority and the Project Manager shall agree in writing to the other services that will be provided, the compensation for those services and the period of time for providing those services.

1.1.3. The Project Manager shall be the Awarding Authority's Owner's Project Manager during the planning, design and construction of the Project, as described in G.L.c. 149 Section 44A ½.

1.1.4. In providing the Project Management Services, the Project Manager shall endeavor to maintain a harmonious and effective working relationship with the Project Designer and the Contractor.

ARTICLE 2: AWARDING AUTHORITY'S RESPONSIBILITIES

2.1. Unless otherwise provided by the Awarding Authority in writing, the following person is hereby designated as the Awarding Authority's representative for this Project: Charles Cristello, Town Manager.

2.2. The Awarding Authority intends to retain a professional design firm to design the Project (the "Designer") and one or more general contractors to construct the Project (the "Contractor").

2.3.3 The Project Manager shall not be responsible for the design or construction of the Project.

ARTICLE 3: TIME OF PERFORMANCE

3.1. The Project Manager shall perform the Project Management Services in a prompt and expeditious manner, generally consistent with the schedule attached at Attachment C.

3.2. If the performance of services is delayed at any time in the commencement or progress of the Work, by an act or event beyond the Project Manager's ability to control, the Project Manager may submit a written request to the Awarding Authority for a reasonable extension of time to perform its services under this Agreement.

ARTICLE 4: COMPENSATION

4.1. In consideration of the performance of the services required by this Agreement, the Awarding Authority shall pay the Project Manager the amounts set forth in Attachment D up to a total amount of $_____, which amount shall not be exceeded without prior written approval of the Owner.

4.2. In addition to the payment of the amounts set forth in paragraph 4.1., the Project Manager shall be entitled to reimbursement for "reimbursable expenses" described on Attachment D, or otherwise agreed upon in a separate writing signed by the parties hereto.

4.3. If, through no fault of the Project Manager, the Awarding Authority requests the Project Manager to perform "Additional Services" to those described in Attachment A and Attachment B, the Awarding Authority shall pay the Project Manager for those Additional Services at the hourly rates set forth on Attachment D, unless another method of compensation is agreed upon by the parties in writing. Such rates shall include all salary, benefits, overhead and profit related to the Additional Services.

4.4. The Project Manager shall provide the Awarding Authority with an estimate of expected costs for any Additional Services requested and authorized

by the Awarding Authority and the Project Manager shall provide such other information as the Awarding Authority may reasonably request, prior to undertaking such Additional Services.

4.5. Records of any reimbursable expenses or Additional Services provided under this Agreement and other cost information requested by the Awarding Authority relating to the services performed under this Agreement, shall be made available to the Awarding Authority upon reasonable request.

4.6. The Project Manager shall submit monthly to the Awarding Authority applications for payment for the services that have been performed on the Project, during the preceding monthly period.

4.7. Payment shall be made by the Awarding Authority to the Project Manager, within thirty (30) days after the application for payment is received by the Awarding Authority, for services performed in accordance with this Agreement.

ARTICLE 5: AGREEMENT DOCUMENTS

5.1. The following documents are incorporated by reference into this Agreement and those documents shall be considered part of the Agreement:

1. The Agreement.
2. Amendments to the Agreement.
3. Attachments to the Agreement.
4. The Project Manager's Proposal, as accepted by the Owner.
5. The Awarding Authority's Request for Proposals

In the event of conflicting provisions among the documents listed above, the conflicting provisions shall be interpreted in the manner most favorable to the

Awarding Authority, provided that the Awarding Authority and the Project Manager shall endeavor to negotiate and resolve any conflicts that may arise.

ARTICLE 6: TERMINATION

6.1. The Awarding Authority may suspend or terminate this Agreement by providing the Project Manager with written notice of any of the following reasons:

1. Failure of the Project Manager to fulfill, in a timely and proper manner, its obligations under this Agreement.
2. Violation of any material provision of this Agreement by the Project Manager.
3. A determination by the Awarding Authority that the Project Manager has engaged in fraud, waste, mismanagement or misuse of funds, with regard to any funds or services provided under this Agreement.

6.2. The Awarding Authority may terminate this Agreement without cause and for its convenience, upon thirty (30) days prior written notice to the Project Manager.

6.3. If the Awarding Authority fails to make payment to the Project Manager of sums due and owing as provided in Article 4, the Project Manager may provide written notice to the Awarding Authority of such failure, and if the Awarding Authority has not cured such failure within thirty days of receipt of such notice, the Project Manager may terminate this Agreement.

6.4. If the Awarding Authority fails to perform any of its material obligations other than as provided in Section 6.3, the Project Manager may provide written notice of such failure to the Awarding Authority, and if the Awarding Authority has

not cured such failure within thirty (30) days after receipt of such notice, the Project Manager may terminate this Agreement.

6.5. In the event of a termination of this Agreement under paragraphs 6.2., 6.3., or 6.4., the Project Manager shall be compensated for all services satisfactorily performed prior to the effective date of such termination, subject to any claims of the Awarding Authority against the Project Manager. In no event shall the Project Manager have any claim for lost profits against the Awarding Authority, as a result of a termination of this Agreement.

ARTICLE 7: INDEMNIFICATION

7.1. The Project Manager agrees to indemnify, defend, and hold harmless the Awarding Authority, its departments, officials and employees from any claims, damages, causes of actions, losses, expenses, including attorneys' fees, to the extent such claims, damages, causes of action, losses, and expenses are based on or arise out of intentional or negligent acts or omissions of the Project Manager or is consultants or agents. The indemnification obligation of the Project Manager is in addition to, and not a limitation of, any other right or remedy otherwise available to the Awarding Authority under this Agreement and at law.

7.2. The Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement.

ARTICLE 8: AVAILABILITY OF FUNDS

8.1. The compensation provided to the Project Manager under this Agreement shall be subject to the availability and appropriation of funds by the Town of Middleborough. At the time this Agreement is entered into, the Town of Middleborough only has funding to cover the Project Manager's services for the following services: _____ (the "Initial Phase of PM Services"). The Project Manager shall not perform any services beyond the Initial Phase of OPM Services, except to the extent authorized by the Awarding Authority in writing.

ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW

9.1. The Project Manager shall provide all Project Management Services with reasonable diligence, and in a manner: (i) that is expeditious, and economical based on the provisions of this Agreement, and (ii) that demonstrates an understanding of the established schedule, budget and other Awarding Authority objectives for the Project.

9.2. The Project Manager represents that all Project Management Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes and regulations and in accordance with sound project management practice.

9.3. The Project Manager agrees that, in performing the Project Management Services under this Agreement, it shall comply with the terms of all governmental approvals in connection with the performance of its Services under this Agreement.

9.4. Standard of Care – The Project Manager shall perform the services required under this Agreement in accordance with the degree of care and skill ordinarily exercised under similar circumstances by an Owner's Project Manager on a public construction project in Massachusetts.

ARTICLE 10: ASSIGNMENT

10.1. The Project Manager shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

ARTICLE 11: AMENDMENTS

11.1. All amendments or any other changes to the provisions of this Agreement shall be made in writing, signed by the Awarding Authority and the Project Manager.

ARTICLE 12: INSURANCE

12.1. The Project Manager shall provide at its own expense and maintain during the term of this agreement insurance policies which cover the Project Manager's and its agents' activities connected to this Agreement, issued by responsible insurers satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts. All insurers must have a rating of A- or better, as determined by A.M. Best Co.

12.2. The Project Manager shall provide the Awarding Authority with a Certificate/s of Insurance demonstrating that the Project Manager has obtained the following insurance coverage:

(a) **Professional Liability:** $1,000,000 per Claim

$3,000,000 Policy Aggregate Limit

Coverage shall be maintained for a period of at least six (6) years after the latter of the date of final payment by the Awarding Authority to the Project Manager or the date of completion of the services provided hereunc

Comprehensive Property Damage Liability 1,000,000 2,000,000

(b) Commercial General Liability ("CGL")

$2,000,000 General Aggregate Limit per Project/Location

$1,000,000 Each Occurrence

The Awarding Authority shall be named an Additional Insured on this policy.

The General Liability Form must be comparable to ISO CG 00 01 12 07.

(c) Business Automobile Liability:

$1,000,000 Each Accident – Single Limit for all owned, hired and non-owned autos.

(d) Workers' Compensation/Employer's Liability:

The Project Manager shall provide coverage for MA statutory Worker's Compensation.

12.3. The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverages are in force shall be filed with the Awarding Authority prior to the execution of this Agreement and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and expiration dates of policies. All insurance policies required hereunder shall be written by companies satisfactory to the

Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

ARTICLE 13: DOCUMENTS AND DELIVERABLES

13.1. All documents, plans, drawing, reports and date ("Documents") prepared by the Project Manager under this Agreement, all Documents received by the Project Manager in connection with this Agreement, and all Documents delivered to the Awarding Authority by the Project Manager under this Agreement, shall become the property of the Awarding Authority.

ARTICLE 14: NOTICE

14.1 All notices required to be given hereunder shall be in writing and delivered, or mailed first class, to the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone, email or facsimile, but shall be followed by notice in writing in the manner set forth above, as soon as practicable.

ARTICLE 15: DISPUTE RESOLUTION

15.1. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to resolution by Plymouth County Superior Court, unless the parties agree in a separate writing to some other form of dispute resolution.

ARTICLE 16: STAFFING

16.1. It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Project Manager will perform the work itself and will not assign or

subcontract the work to third parties without the prior written consent of the Awarding Authority.

16.2. The Project Manager's key employees assigned to the Project shall be experienced in projects similar in size, scope and complexity to the Project. Each such employee shall be appropriately licensed, certified and qualified by training and experience in their respective fields. The Awarding Authority may require replacement of any employee assigned to the Project by the Project Manager, if such employee fails to properly perform its work in accordance with the terms of this Agreement.

16.3. At Attachment E, the Project Manager has listed the names, job descriptions and professional biographical information for the key employees it currently proposes to work on the Project. The Project Manager shall not assign to the Project any other employees or replacement employees to the Project, if the Awarding Authority has reasonable objection to the qualifications of those employees.

16.4. The Project Manager acknowledges and agrees that during construction, it shall provide a representative at the Project site to be the Clerk of Works. The Project Manager and the Awarding Authority shall agree to the hours that the Clerk of Works shall work on the Project during construction.

16.5. The Project Manager will at all times remain an independent contractor and is not, and agrees not to hold itself out to be an employee of the Awarding Authority.

ARTICLE 17: CERTIFICATIONS

17.1. The Project Manager certifies that:

1. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

2. No consultant to the Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant of a contract by the Project Manager.

3. No person, corporation or other entity, other than a bona fide employee of the Project Manager, has been retained or hired by the Project Manager to solicit for or in any way assist the Project Manager in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Project Manager.

4. It has internal accounting controls as required by M.G.L.c. 30, §39R and that the Project Manager has filed and will continue to file an audited financial statement as required by M.G.L.c. 30, §39R (d), if and to the extent required by law.

ARTICLE 18: MISCELLANEOUS

18.1. This Agreement will be interpreted in accordance with the law and as of the Commonwealth of Massachusetts.

18.2. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable.

18.3. This Agreement represents the entire and integrated agreement between the Awarding Authority and the Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral.

18.4. The Project Manager may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.

18.5. Each and every provision of law required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then the Agreement shall be read as if such provision were included and correctly inserted.

18.6. No employee or official of the Awarding Authority shall assume any personal liability pursuant to this Agreement.

18.7. No employee or officer of the Project Manager shall assume any personal liability pursuant to this Agreement.

18.8. Pursuant to M.G.L.c. 62C, §49A, the undersigned signatory for the Project Manager certifies under the penalties of perjury that the Project Manager has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Project Manager

By its: _____
Signature

Awarding Authority

Town of Middleborough

By its: _____
Town Manager

SCOPE OF SERVICES **ATTACHMENT A**

The OPM's scope of work generally involves representing the Awarding Authority and shall act as the Awarding Authority's agent and consultant throughout this project as outlined in MGL Chapter 149, Section 44A 1/2. As such, the OPM shall be responsible for the total management of the Project as the Awarding Authority's representative and shall report to the Town Manager. The OPM's duties shall include, but not be limited to, providing advice and consultation with respect to design, value engineering, scope of work, cost estimating, general contractor and subcontractor prequalification, pursuant to MGL Chapter 149, Section 44D 1/2 or 44D 3/4 when applicable, scheduling, bidding, and construction; and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluations of the performance of the design professional, contractors and subcontractors.

The OPM shall be responsible for overall project oversight, including all services associated with the project management of a first-class, publicly constructed facility in Massachusetts similar in size and scope to the Project and as described herein. Through observation, advice and consultation, the OPM will endeavor to protect the Town of Middleborough against defects, deficiencies in the work, cost additions/overruns and delays in the completion of the project.

The OPM shall not have responsibility for the design or the construction of the project. Such responsibilities shall remain with the Designer and the General Contractor ("Contractor").

The OPM shall provide the following services:

A. Entire Project

A1. Compliance with all Federal, State, and Local Laws, Rules and Regulations:

Ensure the Project remains in full compliance with all applicable Federal, State and Local laws, rules and regulations, including: the Town of Middleborough Designer Selection Procedures, approved November 1, 1996; MGL Chapter 7, Sections 38A 1/2 - 38M; MGL Chapter 149, Sections 44A - 44M; and this Request for Qualifications (RFQ) for OPM Services.

A2. Consultation with Awarding Authority:

a. Attend regular meetings with the Town Manager, the Designer, the contractor(s), consultants and engineers during the course of the Project to advise the Awarding Authority on budget, schedule, quality, scope, and all other proprietary issues.

b. Serve as the Awarding Authority's representative in the oversight and administration of the design contract, negotiations with the designer if required, the coordination of the design team's activities, and in the provision of leadership with respect to the implementation of the design, bidding and construction phases by all parties. The OPM shall also serve as the Awarding Authority's representative in the oversight and administration of the construction contract, including

maintaining certificates of insurance, bonds, and so forth from the contractor, designer, and others as necessary.

c. Of significant importance to the success of the project is compliance with various Grant and gift requirements, and application for reimbursement from applicable grantors. The OPM shall be familiar with this process and ensure that the project meets all of the requirements to receive the maximum reimbursement and/or funding, as may be applicable, with supporting documentation.

A3. Cost Estimating and Cost Control Management:

a. The OPM shall provide cost control management services throughout the duration of the project, including design and construction phases, to control and contain the cost of the project within the limits of the total project cost budget as determined by the Awarding Authority, including lifecycle cost analysis.

b. The OPM shall also provide value management services, which includes value engineering and analysis of the building systems and design during all design and construction phases of the project. The goal is to reduce both the initial capital cost of the project, reduce long-term operational (life-cycle) costs, and yet maintain the Town of Middleborough desired level of quality, utility, function and performance of the facility. A Notice to Proceed to each successive design and construction phase of the project will not be issued by the Awarding Authority until the OPM analysis concludes that the project is within the total project and/or construction cost budget.

A4. Total Project Budget and Cash Flow Reports:

The OPM shall assist the Awarding Authority and Designer in the preparation of available Grant applications that may be able to reduce project costs. Review and update, on a monthly basis, the existing total project budget (including estimated construction costs and all "soft" costs anticipated to be associated with the project) during all phases of the work. Advise the Awarding Authority if it appears that the project budget will not be met and make recommendations for corrective action. Develop monthly cash flow reports and forecasts for the total project and advise the Awarding Authority of variances between actual, budgeted and projected project costs. Establish a format acceptable to the Awarding Authority for reporting budget and cash flow information.

A5. Project Invoices and Accounting Records:

The OPM shall review and take appropriate action upon all project-related invoices, including the retainage authorized on Designer [see MGL Chapter 7, Section 38G (d)], and Contractor requisitions. Establish a procedure with the Awarding Authority for the processing of invoices. The OPM shall maintain accounting records on all project-related expenditures, including the Designer's requests for payment, contractor requisitions, furniture, furnishings, and equipment purchases, and the like.

Construction-related records shall also include construction base contract work performed under unit costs, change order work performed on the basis of actual costs of labor and materials, change order work performed under unit costs, compliance with prevailing wages, and compliance with all state and Town of Middleborough MBE/WBE requirements as applicable. All cost documentation and

accounting records shall be maintained in a form suitable for submission as may be required, reimbursement, and audit.

A6. Master Project Schedule/Monthly Status Reports:

The OPM shall assist in the development of a Master Project Schedule, and shall advise the Awarding Authority on all schedule issues; monitor all aspects of the project's status and schedule, and advise the Awarding Authority, on a monthly basis at a minimum or more frequently as necessary, when actual or potential constraints to achieving the schedule and/or goals of the Awarding Authority have been created; and make recommendations for corrective action. Among other details, the project schedule shall include all milestones required to submit any required applications for project fund reimbursement and major decisions required by the Awarding Authority. The schedule shall also include the Awarding Authority's occupancy requirements with the appropriate allowance for procurement of technology, furniture and equipment.

A7. Communications, Documentation, and Public Meetings:

The OPM shall maintain all project related communications, collect all project related documentation, and establish and maintain a document control system. The OPM shall establish procedures for reviews, approvals, changes, submittals, RFI's, and a project change log among others. The OPM shall also serve as the Awarding Authority's representative at all project meetings; and shall attend and make presentations as may be required regarding the project at public meetings and forums.

B. Pre-Design, Design and Construction Procurement Phases

B1. Designer Selection and Negotiations:

a. The OPM shall report to the Town of Middleborough Town Manager, and shall provide advice and consultation to the Town Manager to assure that the Town of Middleborough receives the highest quality design services for the project, including advice and consultation in the drafting of the Designer Request for Qualifications, Scope of Work and contract documents. This includes compliance with all Town of Middleborough Selection Procedures; compliance with MGL Chapter 7, Sections 38A 1/2 thru 38M regarding the Designer selection process, including the selection of the best qualified Designer for the project, negotiating a fee for design services, and contract negotiations with the successful Designer; and compliance with MGL Chapter 7, Section 40N regarding an affirmative marketing program for state-assisted local projects and the Town of Middleborough's Minority or Women Business Enterprise Participation requirements.

b. The OPM shall establish procedures for the evaluation of the Designer and shall prepare the Designer's final evaluation for submission to DCAM, after Awarding Authority approval, at the conclusion of the project.

B2. Additional Pre-Design and Design Requirements:

The OPM shall provide advice and consultation to the Awarding Authority and Designer on a preliminary design review and space needs evaluation, including coordination of participation of all stakeholders, other interested parties, and the general public; shall assist in the establishment of

ensuing design criteria and the development of the project scope; shall assist with alternative site selection if required; and shall examine alternative solutions.

B3. Design Documents and Cost Estimate Review (also see Section A3):

Review the accuracy and completeness of the design and bid documents and cost estimates as soon as they are prepared by the Designer, the Designer's consultants, and the cost estimator. Promptly notify the Designer, cost estimator, and Awarding Authority of any problems or omissions. Provide materials, labor and help to identify and resolve coordination conflicts in the construction documents. Review construction factors relating to costs and the goals of the Awarding Authority including, but not limited to: alternative designs or materials, including alternative ice cooling systems, geotechnical studies and soil analysis, life cycle costs, green design concepts, green technology, site use and design issues, value engineering, project phasing, accessibility compliance, and possible economies of scale opportunities.

B4. Local Officials, Utilities, and Maintenance:

Ensure that the Designer coordinates with, reviews with, and incorporates appropriate input from local officials (i.e. Town Manager, Treatment Plant staff , inspectional services, fire department, police department, utilities, etc.) as appropriate for the facility systems, safety, operation, and maintenance.

B5. Value Engineering (also see Section A3):

Manage and conduct the value engineering process to assure that design aspects, construction materials and methods specified are the most appropriate and cost effective for their application. Identify for the Awarding Authority's consideration any changes in design which reduce the cost of construction while satisfying the Awarding Authority's requirements. Analyze schedule implications of alternative building and mechanical systems and other design element changes as may be proposed during the design phase. If at any point in the design process, projected cost estimates exceed construction or project cost limits, recommend to the Awarding Authority appropriate reductions/changes in scope to remain within budget.

The OPM shall select a VE team that shall have demonstrated experience in facilitating value engineering workshops and will propose a team of experts in the following focus areas:

- Wastewater treatment process control including secondary treatment systems, phosphorus removal, disinfection, and sludge thickening,
- Structural Design,
- Architectural Design,
- Electrical systems,
- HVAC systems, and
- SCADA systems.

It is expected that the VE team will be made up of independent experts from engineering firms that have not been involved in the design effort.

The VE team leader shall either be a Certified Value Specialist (CVS) as certified by the Society of American Value Engineering (SAVE) or have equivalent experience. It is preferred, but not required, that all VE team members have participated in prior VE workshops.

Prior to each workshop, the designer of the treatment plant upgrades will be required to provide the selected VE team with appropriate documents and cost estimates needed for the initial evaluation and the workshop.

B6. Construction Planning:

Identify and assist in procurement of additional design consultants if required. Identify long-lead items, including Awarding Authority provided items, and make appropriate recommendations to the Awarding Authority and the Designer for inclusion of such items of material or equipment in the Designer's specifications. Ensure that the Awarding Authority identifies such items in any notices to proceed issued to contractors. Make recommendations to the Awarding Authority and the Designer to expedite procurement of long-lead items in order to ensure delivery by the required dates. Incorporate detailed procurement data into the project schedule updated monthly.

B7. Bonds and Insurance Certificates (also see Section A2.b.):

The OPM shall receive certificates of insurance and, where applicable, bonds from all parties required to provide them, such as the Designer, the Contractor, their various consultants and subcontractors, and vendors, and forward them to the Awarding Authority. The OPM shall develop and maintain a bonding and insurance log identifying all parties required to provide bonds or insurance and noting certificates received, coverage expiration dates, and renewal status. Copies of such log shall be provided to the Awarding Authority on a regular basis.

B8. Constructability Review / Review of Contract Documents:

Review the project drawings and specifications. Promptly notify the Designer, and the Awarding Authority of any design problems or omissions identified in the drawings and specifications. Help to identify and resolve coordination conflicts in the construction documents.

B9. Special Services:

The OPM shall be responsible, with the Awarding Authority's approval, for selecting, retaining and coordinating the professional or other services of special consultants, contractors, and testing laboratories required for the Project and or provided by the Designer or Contractor (i.e., project photos, hazmat removal, existing condition surveys, and so forth).

B10. Permits, Licenses, and Approvals:

Working with the Awarding Authority's counsel, the Designer, and others, the OPM shall maintain, and monitor the master list of permits, licenses and approvals required for the Project and shall

update it as necessary through project completion identifying each permit, the party responsible for obtaining it, and status. This will include, but may not be limited to:

a. Town of Middleborough Planning Board (Site Plan Review)

b. Town of Middleborough Conservation Commission

c. Town of Middleborough Board of Appeals

d. Town of Middleborough Building Commissioner

e. Town of Middleborough Fire Department

f. MEPA Review as may be required per 31 OCMR11.00

g. Mass. Contingency Plan, 310CMR40.00

h. MGL c.21E

B11. Meetings:

The OPM shall attend regular meetings with the Town Manager to review the project and take minutes at these meetings. Attendance is also required at all pre-bid and preconstruction meetings.

B12. Public Forums and Presentations:

At the Awarding Authority's request, the OPM shall prepare for and attend administrative and/or public meetings to provide project information and inform public forums of details about the project.

B13. Construction Mitigation Plan:

The OPM shall develop, in consultation with the Awarding Authority and interested citizens, a detailed program to monitor and mitigate the impacts of project construction on nearby residents, businesses, abutters and the neighborhood. Safety is paramount.

B14. Construction Procurement (Bidding) Phase:

a. Assist the Awarding Authority in the development of procurement strategy. Prepare for the Awarding Authority's review of all bid and contract documents. Assist the Designer and Awarding Authority with the General Contractor and Sub-Contractor bid process as required by MGL Chapter 149, Sections 44A - 44M; the certification of General Contractors and Subcontractors as required by MGL Chapter 149, Section 44D; and the pre-qualification of general bidders and filed sub-bid contractors as required by MGL Chapter 149, Sections 44D 1/2 and 44D3/4. The timeliness of the presented review should allow for an appropriate time frame for the procurement process.

b. Coordinate a pre-bid conference with the Designer. Provide a review of each addendum for the Awarding Authority prior to the receipt of all bids. In conjunction with the Designer and Procurement Officer, evaluate the qualifications of the apparent low bidders, evaluate the bids for

completeness, full responsiveness and make recommendations to the Awarding Authority for the award of the contracts or rejection of the bids.

c. Review all construction bids for the purpose of advising the Awarding Authority as to whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development, and federal wage rates as established by the Davis-Bacon Act if applicable; compliance with State and Town of Middleborough MBE/WBE requirements; and in conformity with public building construction requirements. The OPM shall inform the Awarding Authority of any bid, which does not realistically appear to contemplate either the actual payment of said prevailing wage rates to laborers to be employed on the project, or to meet mandated M/WBE requirements.

d. Assist the Awarding Authority and the Designer with bid protests, re-bidding and/or renegotiating contracts. Assist the Awarding Authority and the Designer with a pre-award conference with the successful bidder and with preparing construction contracts.

C. Construction Phase

C1. Clerks of the Works:

Subject to the Awarding Authority's approval, develop a job description for and retain, supervise and manage a Clerk of the Works for daily full-time construction monitoring of all the anticipated construction. Said job description shall be consistent with the best interests of, and be approved by, the Awarding Authority. Tasks shall include keeping a daily log containing a record of weather, the contractor's work on the site, number of workers, safety status on the Project, equipment in use, work accomplished, contractor materials stored, problems encountered, verbal instructions and interpretations given to contractors, as well as scheduling and coordinating all required testing and other similar relevant tasks. The Clerk of the Works shall also monitor the storage and protection of Awarding Authority purchased materials, furniture and equipment.

C2. Job Meetings:

The OPM shall attend all construction job progress meetings with the Designer, the Contractor, the Clerk of the Works, and/or other persons, as necessary or appropriate, at reasonable times and places to discuss procedures, progress, problems, scheduling, and the like. At all such meetings, the OPM shall act as a representative of the Awarding Authority. The OPM shall work with the Designer to set up a schedule for such meetings. Meeting minutes shall be prepared by the Designer and reviewed by the OPM on the Awarding Authority's behalf. The OPM shall identify any significant issues of work quality, contract performance, scheduling and work progress raised at the job meetings in a monthly (or as appropriate) progress report to the Awarding Authority. The OPM shall present, at the next job meeting, any significant issues not included in the minutes of the previous meeting.

C3. Applications for Payment:

a. In coordination with the Designer and Clerk of the Works, the OPM shall review the contractor's draft application for payment, or "pencil requisition", together with any supporting data requested

by the Awarding Authority or submitted by the Contractor. The OPM shall provide written comments thereon to the Designer and Awarding Authority, with recommendations as to the amounts due. The OPM shall also review and comment on vendor requisitions, including those of testing companies, utility companies and equipment or furnishing providers. The OPM shall request through the Designer that the Contractor provide the appropriate subcontractor lien waivers as the Project progresses.

b. In coordination with the Designer and Clerk of the Works, the OPM shall review all contractor and sub-contractor payrolls for compliance with all federal and state prevailing wage rates, and state and Town of Middleborough MBE/WBE requirements.

C4. Performance Monitoring:

The OPM with the assistance of the Clerk of the Works shall monitor and observe the performance of the work and quality assurance program, and shall make recommendations to the Awarding Authority and the Designer with respect to rejection of work which, in the OPM's opinion, does not conform to the Contract Documents. The OPM shall endeavor to obtain satisfactory performance from the General Contractor, and shall recommend a course of action to the Awarding Authority when requirements of a contract or the Awarding Authority's construction mitigation plan are not being fulfilled. Particular attention shall be paid to work compensated by means of unit prices (ledge removal, if any, trenching, and the like), time and material activities, and so forth.

C5. Changes in the Work:

The OPM shall prepare and maintain a master project change log, incorporating all change directives, change orders, change requests, and change proposals, noting who initiated same and status, and recording estimated cost and final cost. The OPM shall review all change orders and shall, when requested by the Awarding Authority, identify sufficient funds and negotiate on behalf of the Awarding Authority with all parties involved. It is a goal of the Town of Middleborough to keep the number of changes to a minimum.

All Change Orders must be in writing and approved by the Awarding Authority. The OPM shall distribute updated copies of the master project change log to the Awarding Authority, the Designer and the Contractor on a monthly basis.

C6. Claims:

The OPM shall assist the Designer in the review, evaluation, resolution and documentation of claims including but not limited to claims for additional time, claims for additional cost, claims for concealed or unknown conditions, and claims for errors or omissions in the plans and specifications, and demands for direct payments. The OPM shall provide all support and assistance necessary in any claims related matters or litigation.

C7. Submittals and RFI's:

In collaboration with the Designer, the OPM shall establish, implement and advise the Contractor of procedures for expediting, processing and obtaining the Designer's approval of shop drawings,

product data, and submittal logs for identification of scheduling issues and provide comments thereon to the Designer. The OPM shall make recommendations to the Awarding Authority and the Designer with respect to the use of substitutions and monitor status of submittals through the general contractor's submittal logs.

C8. Construction Schedule:

During construction the OPM shall review the construction schedule furnished by the Designer, Consultants, and the General Contractor. The OPM shall obtain and promptly review monthly updates of the general status of schedule milestones, schedule slippage, recommended site "walk-throughs", and other noteworthy information. If an update indicates that the previously approved project construction schedule might not be met, the OPM shall bring such issues to the attention of the Awarding Authority immediately and recommend corrective action.

C9. Special Services:

The OPM shall be responsible, with the Awarding Authority's approval, for selecting, retaining and coordinating the professional or other services of special consultants, contractors, and testing laboratories required for the Project and not provided by the Designer or General Contractor; and shall assist the Awarding Authority with the selection and procurement of furniture, fixtures and equipment (FF&E).

D. Project Closeout and Move-In Phase

D1. Coordination of Awarding Authority's Purchases of Materials and Equipment, and Moving and Relocation Activities:

The OPM shall coordinate, schedule and monitor the delivery, storage, protection, final placement or installation and security of purchased materials, systems and equipment (FF&E) that are a part of the Project until such items are incorporated into the Project, or accepted for beneficial use by the Awarding Authority. The OPM shall maintain complete records related to such items including specifications, vendor contracts and purchase orders.

The OPM shall coordinate the relocation and moving activities for the relocation and moving of furniture, furnishings, equipment and supplies around the upgraded facility. The OPM shall supervise the procurement of moving services and shall cooperate and assist the Awarding Authority and facility personnel in the planning and execution of such relocation and moving activities.

D2. Other Construction-Related Records:

The OPM shall maintain a file for the building project throughout the duration of the project. The file shall include all project contracts, drawings, specifications, addenda, change orders and other documentation of construction, including copies of approved shop drawings, product data, samples, warrantees, guarantees, certification manuals, valve charts, photographic documentation, and similar required submittals. All documents shall be organized in good order and marked to record changes and selections made during construction. The OPM shall make all such records available to the Designer and upon completion of the Project shall deliver one complete set to the Awarding

Authority in an inventoried, organized format approved by the Awarding Authority, suitable for immediate use.

D3. Testing and Start-Up:

With the Designer and the Awarding Authority's water pollution control facility maintenance personnel, the OPM shall ensure procurement of utilities; and shall schedule, coordinate and observe the contractor's final testing, flushing, commissioning and start-up of utilities, operational systems and equipment.

D4. Training:

The OPM shall coordinate instructional visits and training of Town staff by equipment representatives.

D5. Substantial Completion:

When the Designer considers the contractor's work or a designated portion thereof substantially complete, the OPM shall jointly with the Contractor prepare for the Designer a list of incomplete or unsatisfactory items and a schedule for their completion. The OPM shall assist the Designer in conducting inspections to determine whether the work or designated portion thereof is substantially complete, and preparing any resultant punch list as well as help where possible to expedite the completion of the work in accordance with project schedule.

D6. Final Completion:

Following the Designer's Issuance of a Certificate of Substantial Completion for the work or designated portion thereof, the OPM shall coordinate the correction and completion of the remaining work for inspection by the Designer. The OPM shall evaluate the completion of the work and make recommendations to the Designer in conducting final inspections. The OPM shall make recommendation to the Awarding Authority with respect to release of any funds retained from the General Contractor and Designer.

E. Post Construction Phase

E1. Evaluations:

Within 45 days after completion of the building project, the OPM shall prepare evaluations of the Designer, Contractor and Sub-Contractors for Awarding Authority review and approval, and submittal to DCAM. The evaluations will be completed using DCAM standard evaluation forms, and the information contained therein shall be certified by the OPM that it represents a true and accurate analysis of their performance record on this project. For Designer evaluations see MGL Chapter 7, Section 38E (g); for Contractor evaluation see MGL Chapter 149, Section 44D (7); and for Sub-Contractor evaluation see MGL Chapter 149, Section 44D (16).

E2. Special Services:

The OPM shall provide services as necessary to monitor and assist in any required project audit; shall develop and monitor all warranty period assessments and work until turned over to the Awarding Authority and/or Police Department personnel; shall assist the Awarding Authority with any commissioning requirements, ceremonies and logistics if required; and shall conduct a commissioning post-occupancy evaluation for the Awarding Authority.

ATTACHMENT B

INITIAL SCOPE OF PM SERVICES

(FROM EPG'S 8/1/12 LETTER AND SCOPE OF INITIAL PHASE OF OPM WORK)

ATTACHMENT C

SCHEDULE

ATTACHMENT D

COMPENSATION

PM Fee – Basic Services
- Initial Services Fee
- Later PM Services

Additional Services

Hourly rates

Reimbursable Costs

List

ATTACHMENT E

LIST OF PROJECT MANAGER'S KEY EMPLOYEES

(from EPG's Proposal)

ARTICLE 14. To see if the Town will vote to raise and appropriate and/or transfer $318,000.00 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to replace, burners, boilers, and HVAC units, and to study the feasibility of converting from steam heat to hot water heat at the Elementary Complex, or act anything thereon.

ARTICLE 15. To see if the Town will vote to raise and appropriate and/or transfer $30,000 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to replace part of the floor tiles at Middleborough High School, or act anything thereon.

ARTICLE 16. To see if the Town will vote to raise and appropriate and/or transfer $175,000.00 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to purchase staff/classroom computers, printers, and fileservers, LCD projectors and instructional technology, and computer network infrastructure for the School Department, or act anything thereon.

ARTICLE 17. To see if the Town will vote to raise and appropriate and/or transfer $50,000.00 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to study the feasibility of renovating and expanding the police station in its current location, or act anything thereon.

ARTICLE 18. To see if the Town will vote to appropriate or reserve from the Community Preservation Fund annual revenues in the amounts recommended by the Community Preservation Committee for committee administrative expenses, debt service, community preservation projects and other expenses in fiscal year 2013, with each item to be considered a separate appropriation:

<u>Appropriations:</u>	
From FY 2013 estimated revenues for Committee Administrative Expenses	$13,000
<u>Reserves:</u>	
From FY 2013 estimated revenues for Historic Resources Reserve	$26,000
From FY 2013 estimated revenues for Community Housing Reserve	$26,000
From FY 2013 estimated revenues for Open Space Reserve	$26,000
From FY 2013 estimated revenues for Budgeted Reserve	$150,000

, or act anything thereon.

Inserted by the Community Preservation Committee

ARTICLE 19. To see if the town will vote to amend the Zoning By-law by making the following changes as part of a recodification:

ITEM 1. Delete the following sections of the current Zoning By-law in their entireties, including amendments thereof:

Section I	Purpose
Section II	Definitions
Section III	Establishment of Districts
Section IV	Use Regulation
Section V	Area Regulations
Section VI	General Regulations
Section VII	Administration

Section VIII	Inlands Wetland District
Section IX	Development Opportunities (DO) District
Section X	Adult Mobile Home Parks
Section XI	Flood Plain District – Regulation of Flood Hazard Areas
Section XII	Water Resource Protection Districts By-Law (WRPD)
Section XIII	General Use District
Section XIV	Associate Member - Planning Board
Section XV	Adult Entertainment District
Section XVI	Open Space & Resource Preservation Development District
Section XVII	Business District
Section XVIII	Commercial Development (CD) District

ITEM 2. Substitute the following new Sections therefore:

Section 1.0	Purpose and Authority
Section 2.0	Districts
Section 3.0	Use Regulations
Section 4.0	Dimensional Requirements
Section 5.0	General Regulations
Section 6.0	Special Regulations
Section 7.0	Special Residential Regulations
Section 8.0	Overlay District Regulations
Section 9.0	Administration and Procedures
Section 10.0	Definitions

The full text of the new Sections being available for review at the office of the Town Clerk , or act anything thereon.

ARTICLE 20. To see if the Town will vote to amend the Zoning By-laws by deleting Section XI in its entirety and substituting the following new section therefore:

SECTION XI
FLOOD PLAIN OVERLAY DISTRICT (FPD)

A. PURPOSE. It is the purpose of this Section to promote the public health, safety and general welfare and to minimize losses by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety or property due to water or erosion hazards or which cause damaging increases in erosion, erosion hazards, flooding or flood velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Discourage individuals from buying lands which are unsuited for intended purposes because of flood hazard;
4. Control filling, grading and mineral extraction which may increase flood damage;
5. Regulate the construction of levees, jetties and other works which may increase flood damage to lands which may be subject to flooding;
6. Ensure public safety through reducing the threats to life and personal injury;
7. Eliminate new hazards to emergency response officials;
8. Prevent the occurrence of public emergencies resulting from water quality, contamination and pollution due to flooding;
9. Avoid the loss of utility service which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;
10. Eliminate costs associated with the response and cleanup of flooding conditions; and,

11. Reduce damage to public and private property resulting from flooding waters.

B. APPLICABILITY. The Floodplain District is herein established as an overlay district. The District includes all special flood hazard areas within the Town of Middleborough designated as Zone A and AE on the Plymouth County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The map panels of the Plymouth County FIRM that are wholly or partially within the Town of Middleborough are panel numbers 25023C0303J, 25023C0304J, 25023C0308J, 25023C0309J, 25023C0311J, 25023C0312J, 25023C0313J, 25023C0314J, 25023C0316J, 25023C0317J, 25023C0318J, 25023C0319J, 25023C0328J, 25023C0329J, 25023C0336J, 25023C0337J, 25023C0338J, 25023C0339J, 25023C0343J, 25023C0431J, 25023C0432J, 25023C0433J, 25023C0434J, 25023C0442J, 25023C0451J, 25023C0452J, 25023C0453J, 25023C0454J, 25023C0456J, 25023C0458J, 25023C0459J, 25023C0461J, 25023C0462J, 25023C0466J, and 25023C0467J dated July 17, 2012. The exact boundaries of the District may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Plymouth County Flood Insurance Study (FIS) report dated July 17, 2012. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Inspector and Conservation Commission.

C. BASE FLOOD ELEVATION AND FLOODWAY DATA.

1. Floodway Data. In Zones A, and AE, along watercourses that have not had a regulatory floodway designated the best available Federal, State, local or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.
2. Base Flood Elevation Data. Base flood elevation data is required for subdivision proposals or other developments greater than fifty (50) lots or five (5) acres, whichever is less, within unnumbered A Zones.

D. The Flood Plain District is hereby established as an overlay district. All development in the District, including structural and non-structural activities, whether permitted by right or by special permit shall be in compliance with the Wetlands Protection Act, Chapter 131 Section 40 of the Massachusetts General Laws and with the following:

1. The section of the Massachusetts' State Building Code which addresses floodplain areas (currently 780 CMR);
2. Wetlands Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00);
3. Inlands Wetlands Restriction, DEP (currently 310 CMR 13.00); and,
4. Minimum Requirements for Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15.00, Title 5)

E. The boundaries of the Flood Plain District shall be determined by scaling distances in the said Maps except where elevations are provided in Zone AE. Where there appears to be a conflict between a mapped boundary and actual field conditions FEMA should be consulted for formal review and map revision. The person contesting the location of the district boundary shall be given a reasonable opportunity to present his case to the Board and to submit his own technical evidence if he so desires.

F. Notification of Watercourse Alteration. In a riverine situation, the Town Planner shall notify the following of any alteration or relocation of a watercourse:

1. Adjacent Communities
2. NFIP State Coordinator
   Massachusetts Department of Conservation and Recreation
   251 Causeway Street, Suite 600-700
   Boston, MA 02114-2104

3. NFIP Program Specialist
   Federal Emergency Management Agency, Region 1
   99 High Street, 6th Floor
   Boston, MA 02110

G. COMPLIANCE. No structure or land shall be used and no structure shall be located extended, converted or structurally altered without full compliance with the terms of this Section, the State Building Code and other applicable regulations.

H. ABROGATION AND GREATER RESTRICTIONS. It is not intended by this Section to repeal, abrogate or impair any existing easement, covenants or deed restrictions. However, where this Section imposes greater restrictions, the provision of this Section shall prevail.

I. WARNING AND DISCLAIMER OF LIABILITY. The degree of flood and erosion protection required by this Section is considered reasonable for regulatory purposes and is based on scientific methods of study. Larger floods may occur. This Section does not imply that areas outside the Flood Hazard District boundaries or land uses permitted within such districts will be free from flooding or flood damages. This Section shall not create liability on the part of the Town of Middleborough or any officer or employee thereof for any flood damages that result from reliance on this Section or any administrative decision lawfully made hereunder.

J. REGULATORY FLOOD PROTECTION ELEVATION FOR MIDDLEBOROUGH. Within Zone A where the base flood elevation is not provided for on documents referred to in Subsection 8.1.2, the applicant shall produce any already existing, reasonable base flood elevation data and such data shall be submitted to the Buildings Inspector for development criteria.

K. PERMITTED USES. The following uses which have low flood damage points and do not threaten other lands during times of flood are encouraged within the Special Hazard Areas (Zones A and AE), provided they are not prohibited by any other zoning regulations or other Bylaws and do not require storage of materials, structures, flood control works, or substantial filling or grading. But no use shall be permitted which adversely affects the capacity of the channels of floodways of streams, drainage ditches or any other drainage facility or system. (See FEMA List)

1. Agricultural uses such as farming, grazing, truck farming, horticulture, etc.
2. Forestry and nursery uses.
3. Conservation of water, plants and wildlife.
4. Wildlife management area, foot, bicycle and/or horse paths.
5. Temporary non-residential structures used in connection with fishing, growing harvesting, storage or sale of crops raised on the premises.
6. Buildings lawfully existing prior to the adoption of these provisions.
7. Municipal uses such as water works, pumping stations and other essential services.
8. Outdoor recreational uses including fishing, boating, play areas, beaches, beach cabanas not suitable for dwellings, boardwalks and steps to permit access across swamps or marshes, pavilions and other similar small platforms, lifeguard stations, golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, hiking and horseback riding trails, temporary structures for sale for food and refreshments, arts and crafts.
9. Residential uses such as lawns, gardens, parking areas and structures for storage not designed for human habitation.

L. OTHER USE REGULATIONS

1. Within Zones AH and AO on the FIRM, adequate drainage paths must be provided around structures on slopes, to guide floodwaters around and away from proposed structures.
2. In Zone AE, along watercourses within the Town of Middleborough, that have a regulatory floodway designated on the Plymouth county FIRM encroachments are prohibited in the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.
3. All subdivision proposals must be designed to assure that:
   a. Such proposals minimize flood damage;
   b. All public utilities and facilities are located and constructed to minimize or eliminate flood damage; and,
   c. Adequate drainage is provided to reduce exposure to flood hazards.
4. Existing and proposed contours of site and elevations of existing and proposed structures must be included on plan proposal.
5. There shall be established a routing procedure which will circulate or transmit one copy of the development plan to the Conservation Commission, Planning Board, Board of Health and Building Inspector for comments which will be considered by the appropriate permitting Board prior to issuing applicable permits.

M. FLOOD PLAIN (OVERLAY) DISTRICT DEFINITIONS: For the purposes of Section XI, the following terms are defined below:

AREA OF SPECIAL FLOOD HAZARD: The land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. The area may be designated as Zone A, AO, AH, Al-30, AE, A99, Vl-30, VE, or V. BASE FLOOD: The flood having a one percent chance of being equaled or exceeded in any given year.

COASTAL HIGH HAZARD AREA: An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM as Zone VE.

DEVELOPMENT: Any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

DISTRICT: Section XI, the Flood Plain District.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): The agency administering the National Flood Insurance Program. FEMA provides a Nation wide flood hazard area mapping study program for communities as well as regulatory standards for development in the flood hazard areas.

FLOOD INSURANCE RATE MAP (FIRM): An official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY: An examination, evaluation, and determination of flood hazards and if appropriate, corresponding water surface elevations or an examination, evaluation and determination of flood-related erosion hazards.

FLOODWAY: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation.

LOWEST FLOOR: The lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in

violation of the applicable non-elevation design requirements of NFIP Regulations 60.3.
MANUFACTURED HOME (MOBILE HOME): A structure, transportable in one or more sections, which is built on a permanent chassis and is designated for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than one hundred eighty (180) consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.
MANUFACTURED (MOBILE) HOME PARK OR SUBDIVISION: A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.
NEW CONSTRUCTION: For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community. For the purpose of determining insurance rates, new construction means structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later.
ONE-HUNDRED-YEAR FLOOD: See Base flood.
REGULATORY FLOODWAY: See Floodway.
SPECIAL FLOOD HAZARD AREA: An area having special flood and/or flood-related erosion hazards and shown on an FIRM as Zone A, AO, Al-30, AE, A99, AH, V, Vl-30 or VE.
STRUCTURE: For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Structure, for insurance coverage purposes, means a walled and roofed building other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration, or repair, unless such materials or supplies are within an enclosed building on the premises.
SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.
SUBSTANTIAL IMPROVEMENT: Any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either (a) before the improvement or repair is started, or (b) if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
ZONE A: The one hundred (100) year floodplain area where the base flood elevation (BFE) has not been determined. To determine the BFE, use the best available Federal, State, local or other data.
ZONE AE (for new and revised maps): The one hundred (100) year floodplain where the base flood elevation has been determined.
ZONE AH AND ZONE AO: The one hundred (100) year floodplain with flood depths of one (1) to three (3) feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where the velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

ZONE A99: Areas to be protected from the one hundred (100) year flood by federal flood protection system under construction. Base flood elevations have not been determined.
ZONE X: Areas identified in the community flood insurance study as areas of moderate or minimal flood hazard. Zone X replaces Zones B and C on new and revised maps.

ARTICLE 21. To see if the Town will vote to authorize the Board of Selectmen to petition the General Court of the Commonwealth to enact legislation to allow the Rent Board to impose reasonable fees for the employment of outside consultants under the provisions of General Laws Chapter 44, Section 53G in connection with its review of petitions for rent adjustments under the Town's Rules and Regulations for Mobile Home Park Accommodations, Rents, and Evictions, or act anything thereon.

ARTICLE 22. To see if the Town will vote to rescind the Underground Fuel Storage – Testing for Leaks By Law, or act anything thereon.

ARTICLE 23. To see if the Town will vote to rescind the Fuel Oil Storage and Gasoline Storage By-Laws in their entireties and substitute the following new By-Law:

Fuel Oil and Gasoline Storage

The fee for a new or amended license for keeping, storage, manufacture or sale of fuel oil under Chapter 148, Section 13 shall be Fifty Dollars ($50.00). The fee for an annual certificate of registration for keeping, storage, manufacture or sale of fuel oil under Chapter 148, Section 13 shall be Thirty Dollars ($30.00). The fee for a new or amended license for keeping, storage, manufacture or sale of gasoline under Chapter 148, Section 13 shall be Thirty Dollars ($30.00) per nozzle. The fee for an annual certificate of registration for keeping, storage, manufacture or sale of gasoline under Chapter 148, Section 13 shall be Twenty-Five Dollars ($25.00) per nozzle, or act anything thereon.

ARTICLE 24. To see if the Town will vote to adopt the following by-law:

Non-Criminal Disposition By-Law

Section 1. Violation of any Town by-law identified in Section 2 hereof may in the discretion of the Town officer who is the appropriate enforcing person be enforced in the manner provided under Section 21D of Chapter 40 of the Massachusetts General Laws. The enforcing person taking cognizance of a violation of any such by-law which the enforcing person is empowered to enforce, as an alternative to initiating criminal proceedings, may give to the offender a written notice to appear before the clerk of the district court having jurisdiction thereof at any time during office hours not later than twenty-one days after the date of such notice. The non-criminal fine for each such violation shall be the amount identified in Section 2 hereof.

Section 2. The by-laws which are subject to this by-law and related penalties/fines are as follows:

By-law	Penalty/Fine
By-law regarding use of highways and streets (Adopted under Article 5 of March 7, 1927 Town Meeting)	$ 20.00
By-law regarding disorderly conduct (Adopted under Article 7 of March 7, 1927 Town Meeting)	$ 20.00