

# **NEW BUSINESS**

**8-6-12**

**INTERMUNICIPAL WATER AGREEMENT  
BETWEEN  
THE TOWN OF MIDDLEBOROUGH  
AND  
THE TOWN OF LAKEVILLE**

**THIS AGREEMENT** made and entered into this 30th day of July, 2012, (“Agreement”), by and between the Town of Middleborough, a municipal corporation in the Commonwealth of Massachusetts, acting by its Board of Selectmen (“Middleborough”), and the Town of Lakeville, a municipal corporation in the Commonwealth of Massachusetts, acting by its Board of Selectmen, (“Lakeville”).

**WITNESSETH:**

**WHEREAS**, Middleborough is willing to deliver drinking water to Existing Water Customers (hereafter defined) in Lakeville; and

**WHEREAS**, Lakeville agrees with Middleborough that Middleborough may deliver drinking water to Existing Water Customers in Lakeville on terms and conditions set forth in this Agreement; and

**WHEREAS**, Lakeville agrees that it is in the interests of public health, safety and welfare of its residents for Lakeville to enter into this Agreement to permit Middleborough to provide water service to the Existing Water Customers.

**WHEREAS**, the parties enter this Agreement pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein set forth, the sufficiency of which is hereby acknowledged, and in order to secure the services described below, the parties hereto agree as follows:

## ARTICLE I

Section 101. **Obligations of Middleborough.** Middleborough shall supply water to “Existing Water Customers” as follows:

- A. The terms Existing Water Customers and Existing Water Customer for purposes of this Agreement shall mean those parties identified as Existing Water Customers in the Schedule attached hereto. The terms Existing Water Customers and Existing Water Customer shall include those persons who are the record owner(s) of a property identified in the Schedule at the time of this agreement and their successor(s) in title to the property.
- B. Middleborough is hereby authorized to supply water to Existing Water Customers.
- C. Sale or conveyance or other change of record ownership of a property identified in the attached Schedule by an Existing Water Customer shall not prevent Middleborough from continuing water service, as the case may be, to the successor owner(s) of the property.
- D. Middleborough may in its sole discretion terminate water service to an Existing Water Customer in the event that the use of the property of such customer being served changes to a use other than the Property Use of the property which is identified in the attached Schedule. Examples of use changes without limitation are: (1) a single family dwelling use is changed to a multiple dwelling use; (2) a single family dwelling use is changed to a business or commercial use; or (3) a single family dwelling use is changed to more than one single family dwelling use.

- E. Middleborough may in its sole discretion discontinue and terminate water service to an Existing Water Customer if the annual calendar year water consumption for a particular property of an Existing Water Customer exceeds the water consumption for the property being served for the immediately preceding calendar year by one hundred percent (100%) or more than one hundred percent (100%).
- F. Middleborough may terminate water service to an Existing Water Customer in the event the customer fails to pay Middleborough for the water as billed by Middleborough.

## ARTICLE II

Section 201. **Obligations of Lakeville.** Lakeville understands and agrees to the following obligations, limitations, and commitments, in return for Middleborough's agreement to supply water to Existing Water Customers.

- A. **Limitation of Rights.** Nothing in this Agreement shall be construed as a grant by Middleborough of any exclusive right or privilege, or any waiver of any existing rights. Lakeville and all Existing Water Customers shall comply in all respects with the Rules and Regulations and rates of the Middleborough Water Department as in force from time to time, unless otherwise specified herein.
- B. The term of this Agreement shall be for twenty years and shall commence on October 1, 2012 and end on September 30, 2032 or upon termination by Middleborough of water supply to all Existing Water Customers in accordance with the terms of this Agreement, whichever is earlier,

provided that this Agreement is approved by the Middleborough Town Meeting as required by the Town of Middleborough by-laws.

- C. Lakeville and all Existing Water Customers shall do everything in their power to minimize wasteful use of water supplied by Middleborough.
- D. Middleborough may from time to time impose restrictions on the use of water by Existing Water Customers pursuant to Middleborough's Water Use Restriction By-law and as the same may be amended. Such restrictions may include but are not limited to outside watering bans, odd/even outside sprinkler use prohibition, day outside watering prohibition and other limitations. All Existing Water Customers shall comply with any such restrictions imposed by Middleborough.
- E. **Conformance to Law.** Middleborough, Lakeville, and all Existing Water Customers shall abide by all applicable laws of the United States and the Commonwealth of Massachusetts, together with such Rules and Regulations and rates as Middleborough may promulgate from time to time with regard to its water system. Middleborough shall provide Existing Water Customers with a thirty (30) day advance written notice of any proposed changes in its regulations that would impact such Existing Water Customers. Failure of such notice shall not relieve Lakeville or any Existing Water Customers from being subject to such changes.
- F. Lakeville shall take reasonable action to encourage payment of delinquent water bills of Existing Water Customers upon receipt of written notice from Middleborough.

Section 202. **Impairment of Supply.**

A. **Responsibility.** Middleborough may not be compelled to furnish water to Existing Water Customers continuously in the case of accident, or in the event that the water mains or their appurtenances or the source upon which the water supply is dependent are impaired. For purposes of this subsection, the word "accident" shall mean, among other things, any occurrence occasioned by the consequences of any act of God, act of public enemy, wars, blockades, riots, natural disasters, civil disturbances, labor strikes, power failures, explosions, or any cause which is not within the control of Middleborough, or which Middleborough is reasonably unable to overcome by the exercise of due diligence. None of the above-referenced causes or contingencies affecting performance shall relieve the Existing Water Customers from any obligation to make payments of amounts then due in respect to water theretofore delivered. Middleborough shall be the sole judge in all these matters, and its decision shall be final and binding upon Lakeville and the Existing Water Customers.

Section 203. **Correspondence.** Correspondence by Lakeville to Middleborough concerning any matter under this Agreement shall be sent to:

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

Correspondence by Middleborough to Lakeville concerning any matter under this Agreement shall be sent to:

Board of Selectmen  
Town of Lakeville  
Town Hall  
346 Bedford Street  
Lakeville, MA 02347

### ARTICLE III PAYMENTS FOR SERVICES

Section 301. Rates. The rates charged for water delivered to Existing Water Customers shall be the same as the rates charged to comparable Middleborough customers located within Middleborough. Middleborough shall have the right and discretion to change water rates for customers in Middleborough at any time during the term of this Agreement which change(s) will impact rates payable by Existing Water Customers. The record owner(s) of a property being served pursuant to this Agreement shall be responsible to pay the rates charged for water service.

### ARTICLE IV MISCELLANEOUS PROVISIONS

Section 401. This Agreement constitutes the entire Agreement between the parties.

Section 402. Each party hereto shall each indemnify, defend and hold harmless the other, its officers, boards, agents and employees from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses, including attorney's fees, caused by or arising out of any act, omission or default on the part of the indemnifying party, or any of its agents or employees in connection with the terms of this Agreement or any breach thereof.

Section 403. **Severability.** If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

Section 404. This Agreement shall be for the benefit of and be binding upon the parties and their respective agents and legal representatives.

Section 405. **Amendment.** Except where otherwise provided for herein, the provisions, terms and conditions of this Agreement shall be modified only by written amendment(s) to this Agreement, executed with the same formality as this Agreement.

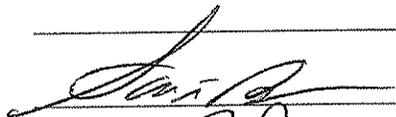
Section 406. Lakeville shall not assign its rights and obligations under this Agreement unless Middleborough consents to such assignment in writing. Middleborough shall not be required to consent to any assignment.

Section 407. **Waiver.** Failure of Middleborough to exercise any right hereunder shall not be deemed to prevent the exercise of such right at some future time.

Section 408. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts,  
each of which shall be deemed an original on the date first set forth above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  


\_\_\_\_\_  
  
Town of Lakeville Board of Selectmen

\_\_\_\_\_  
Town of Middleborough Board of Selectmen

**MIDDLEBORO WATER DEPARTMENT**  
**OUT OF TOWN CUSTOMERS**

\*\* UPDATED 6/13/2012 \*\*

ACCOUNT #	NAME & MAIL ADDRESS	SERVICE ADDRESS	STATUS
2-1006	Bridgewater Savings Bank 756 Orchard Street Raynham, MA 02767	6 Main Street Lakeville	Active
2-1008	Richard & Nancy Aaron 8 Main Street Lakeville, MA 02347	same	Active
2-1010-1	Jack Conway & Co., Inc 10 Main Street Lakeville, MA 02347	same	Active
2-1020	Virginia Carrier 20 Main Street Lakeville, MA 02347	same	Active
2-1022	Janet M. Black 7 Twin Oak Road Lakeville, MA 02347	22 Main Street Lakeville	Active
2-1026	Stacey Kilburn & Josepn Cataloni 26 Main Street Lakeville, MA 02347	same	Active
2-1027	Anne Higgins 26R Main Street Lakeville, MA 02347	same	Active
2-1028	SFG Associates, Inc. 28 Main Street Lakeville, MA 02347	same	Active
2-1030	Darryl J. Bernier P.O. Box 464 Middleboro, MA 02346	30 Main Street Lakeville	Active
2-1032	**** 32 Main Street Realty LLC P.O. Box 861 Lakeville, MA 02347	32 Main Street Lakeville WALGREENS	Demolished NOW TAUNTON WATER
2-1034	**** Joseph & Noreen Rebeiro 34 Main Street Lakeville, MA 02347	same WALGREENS	Demolished NOW TAUNTON WATER
2-1036	Diana Starr 36 Main Street Lakeville, MA 02347	same	Active
2-1038	Marilyn Quelle 38 Main Street Lakeville, MA 02347	same	Active
2-1103	**** Dan Conway Realty 347 Foundry St Unit A North Easton, MA 02356	3 Bridge Street Lakeville ( New owner June 2011 )	

**MIDDLEBORO WATER DEPARTMENT**  
**OUT OF TOWN CUSTOMERS**

\*\* UPDATED 6/13/2012 \*\*

ACCOUNT #	NAME & MAIL ADDRESS	SERVICE ADDRESS	STATUS
2-1104	Leonard F. Vickery 4 Bridge Street Lakeville, MA 02347	same	Active
2-1106	**** McCarron Development Corp. Philip McCarron 2 Shaylee Lane Lakeville, MA 02347	6 Bridge Street NOW 'BRIDGE ST CROSSING ' (CONDO'S)	Off at curb 10/5/10 DEMOLISHED NOW TAUNTON WATER
2-1107	Richard Crowell 7 Bridge Street Lakeville, MA 02347	same	Off at curb 10/21/04
2-1110	Jo-Ellen Kenney 10 Bridge Street Lakeville, MA 02347	same	Active
2-1111	Arleen M Bowles 11 Bridge Street Lakeville, MA 02347	same	Active
2-1112	Brian & Denise Manning 12 Bridge Street Lakeville, MA 02347	same	Active
2-1113	Arthur & Susan McTernan 13 Bridge Street Lakeville, MA 02347	same	Active
2-1114	Antonio Amaral 14 Bridge Street Lakeville, MA 02347	same	Active
2-1118	**** P. Marshall & T Burgess 18 Bridge Street Lakeville, MA 02347	same  ( New owner Dec 2008 )	Active
2-1122	Glen Robbins 22 Bridge Street Lakeville, MA 02347	same	Active
2-1126	Howard Bumpus 26 Bridge Street Lakeville, MA 02347	same	Active
2-1140	Clifford Chausse 1 Old Bridge Street Lakeville, MA 02347	same	Active
2-1141	Barry Standish 2 Old Bridge Street Lakeville, MA 02347	same	Active

**INTERMUNICIPAL WATER AGREEMENT  
BETWEEN  
THE TOWN OF MIDDLEBOROUGH  
AND  
THE TOWN OF LAKEVILLE**

THIS AGREEMENT made and entered into this 30<sup>th</sup> day of July, 2012, (“Agreement”), by and between the Town of Middleborough, a municipal corporation in the Commonwealth of Massachusetts, acting by its Board of Selectmen (“Middleborough”), and the Town of Lakeville, a municipal corporation in the Commonwealth of Massachusetts, acting by its Board of Selectmen, (“Lakeville”).

**WITNESSETH:**

**WHEREAS**, Lakeville is willing to deliver drinking water to the Edgeway Mobile Home Park in Middleborough; and

**WHEREAS**, Middleborough agrees with Lakeville that Lakeville may deliver drinking water to the Edgeway Mobile Home Park in Middleborough on terms and conditions set forth in this Agreement; and

**WHEREAS**, Middleborough agrees that it is in the interests of public health, safety and welfare of its residents for Middleborough to enter into this Agreement to permit Lakeville to provide water service to the Edgeway Mobile Home Park; and

**WHEREAS**, the parties enter this Agreement pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein set forth, the sufficiency of which is hereby acknowledged, and in order to secure the services described below, the parties hereto agree as follows:

## ARTICLE I

Section 201. **Obligations of Lakeville.** Lakeville shall supply water to that section of Middleborough known as “Edgeway Mobile Home Park” as follows:

- A. Lakeville shall supply water to the Edgeway Mobile Home Park in Middleborough of a quality that will meet all state and federal regulations. A listing of addresses in the Edgeway Mobile Home Park are in the Schedule attached hereto.
- B. The water to be supplied to Edgeway Mobile Home Park by Lakeville shall be provided through a connection point as determined by Lakeville.
- C. Sale or conveyance or other change of record ownership of the Edgeway Mobile Home Park shall not allow Lakeville to discontinue or terminate water service to the Edgeway Mobile Home Park provided that the property continues to be used as a mobile home park.
- D. Lakeville may in its sole discretion terminate water service to the Edgeway Mobile Home Park in the event that the use of the property changes to a use other than that of a mobile home park.
- E. Lakeville may in its sole discretion discontinue and terminate water service to the Edgeway Mobile Home Park if the annual calendar year water consumption of the Edgeway Mobile Home Park exceeds the water consumption for the immediately preceding calendar year by one hundred percent (100%) or more than one hundred percent (100%).
- F. Lakeville may terminate water service to the Edgeway Mobile Home Park in the event the Edgeway Mobile Home Park fails to pay Lakeville for the water as billed by Lakeville.

- G. In the case of an emergency creating a threat to the public health or safety as determined by Lakeville, Lakeville may suspend or terminate water service to the Edgeway Mobile Home Park immediately and without prior written notice. Written notice shall be provided as soon as practicable thereafter.

## ARTICLE II

Section 201. **Obligations of Middleborough.** Middleborough understands and agrees to the following obligations, limitations, and commitments, in return for Lakeville's agreement to supply water to the Edgeway Mobile Home Park.

- A. **Limitation of Rights.** Nothing in this Agreement shall be construed as a grant by Lakeville of any exclusive right or privilege, or any waiver of any existing rights. The Edgeway Mobile Home Park shall comply in all respects with the Rules and Regulations and rates of the Lakeville Water Department as in force from time to time, unless otherwise specified herein.
- B. The term of this Agreement shall be for twenty years and shall commence on July 1, 2012 and end on June 30, 2032 or upon termination by Lakeville of water supply to the Edgeway Mobile Home Park in accordance with the terms of this Agreement, whichever is earlier.
- C. The Edgeway Mobile Home Park shall do everything in its power to minimize wasteful use of water supplied by Lakeville.
- D. Lakeville may from time to time impose restrictions on the use of water by the Edgeway Mobile Home Park pursuant to Lakeville's Water Use Restriction By-law, and as the same may be amended. Such restrictions may include but are not limited to outside watering bans, odd/even outside sprinkler use prohibition, day outside

watering prohibition and other limitations. The Edgeway Mobile Home Park shall comply with any such restrictions imposed by Lakeville.

- E. **Conformance to Law.** Middleborough, Lakeville, and the Edgeway Mobile Home Park shall abide by all applicable laws of the United States and the Commonwealth of Massachusetts, together with such Rules and Regulations and rates as Lakeville may promulgate from time to time with regard to its water system. Lakeville shall provide the Edgeway Mobile Home Park with a thirty (30) day advance written notice of any proposed changes in its regulations that would impact the Edgeway Mobile Home Park. Failure of such notice shall not relieve the Edgeway Mobile Home Park from being subject to such changes.
- F. Middleborough shall assist Lakeville in the collection of all charges to the Edgeway Mobile Home Park associated with this connection to and use of the Lakeville water system.

Section 202. **Impairment of Supply.**

- A. **Responsibility.** Lakeville may not be compelled to furnish water to the Edgeway Mobile Home Park continuously in the case of accident, or in the event that the water mains or their appurtenances or the source upon which the water supply is dependent is impaired. For purposes of this subsection, the word "accident" shall mean any occurrence occasioned by the consequences of any act of God, act of public enemy, wars, blockades, riots, natural disasters, civil disturbances, labor strikes, power failures, explosions, or any cause which is not within the control of Lakeville, or which Lakeville is reasonably unable to overcome by the exercise of due diligence. None of the above-referenced causes or contingencies affecting performance shall relieve the Edgeway

Mobile Home Park from any obligation to make payments of amounts then due in respect to water theretofore delivered. Lakeville shall be the sole judge in all these matters, and its decision shall be final and binding upon the Edgeway Mobile Home Park.

Section 203. **Correspondence.** Correspondence by Lakeville to Middleborough concerning any matter under this Agreement shall be sent to:

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

Correspondence by Middleborough to Lakeville concerning any matter under this Agreement shall be sent to:

Board of Selectmen  
Town of Lakeville  
Town Hall  
346 Bedford Street  
Lakeville, MA 02347

### ARTICLE III PAYMENTS FOR SERVICES

Section 301. **Rates.**

- A. The rates charged for water delivered to the Edgeway Mobile Home Park shall be the same as the rates charged to comparable Lakeville customers located within Lakeville. Lakeville shall have the right and discretion to change water rates for customers in Lakeville at any time during the term of this Agreement which change(s) will impact rates payable by the Edgeway Mobile Home Park. The Edgeway Mobile Home Park shall be responsible to pay the rates charged for water service.

# AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768  
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499  
WWW.AMORYENGINEERS.COM

August 2, 2012

Mr. Joseph M. Silva, Superintendent  
Water Division, Department of Public Works  
48 Wareham Street  
Middleborough, MA 02346

Subject: **Circulation System – Barden Hill Water Storage Tank  
Middleborough, MA**

Dear Mr. Silva:

Enclosed are four copies each of the Application and Certificate for Payment No. 6 (Final) from Waterline Services, LLC and Supplemental Agreement No. 2 for the subject contract.

The request includes final payment for installation of the circulation system and supplemental work necessary to complete the project. Supplemental Agreement No. 2 was due to field conditions determined upon draining of the tank. The circulation piping was required to be modified to avoid conflict with the existing tank opening. The design piping location was based on record plans, until the tank was drained exact location of the inlet/outlet was unknown. Supplemental Agreement No. 2 was negotiated with the Contractor and some of the materials were supplied/installed by the Water Department and Amory Engineers.

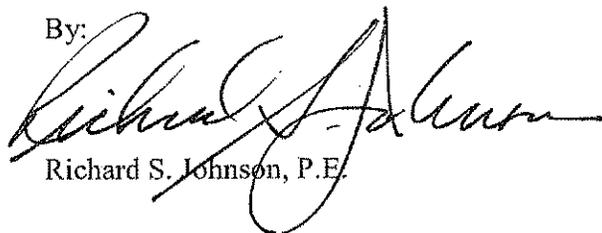
We have reviewed the payment request, find it to be correct and recommend payment in the amount of \$18,937.92. Please forward one copy to Waterline Services LLC along with payment.

Please call if you have any question.

Very truly yours,

AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

RSJ  
enc.



# WATERLINE SERVICES LLC

7 London Lane  
Seabrook, NH 03833  
603-474-8282

## LETTER OF TRANSMITTAL

DATE:	08/02/12	JOB NO:	SO441
ATTENTION:			
RE:	<b>Construction of Barden Hill Tank Circulation System Middleborough, MA</b>		

TO Amory Engineers, P.C.  
Attn: Richard Johnson  
25 Depot Street  
PO Box 1768  
Duxbury, MA 02331-1768

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

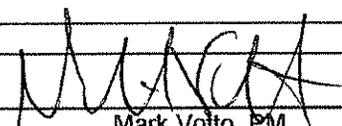
- |   |                                       |   |                                  |
|---|---------------------------------------|---|----------------------------------|
| <input type="checkbox"/> Shop drawings  | <input type="checkbox"/> Prints       | <input type="checkbox"/> Plans          | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications | <input type="checkbox"/> Other   |

COPIES	DATE	NO.	DESCRIPTION
4			<b>Application and Certificate for Payment #6</b>
			<b>Our office requires, executed copies of Approved Requisitions for Payment.</b>
			<b>Upon receipt of this requisition, kindly sign and return a copy to my attention. Thank you!</b>
			<b>Please process in accordance with Contract Documents as related to Payments to Contractor. Thank you.</b>

THESE ARE TRANSMITTED as checked below:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval            | <input type="checkbox"/> Approved as submitted    | <input type="checkbox"/> Resubmit ___ copies for approval   |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted        | <input type="checkbox"/> Submit ___ copies for distribution |
| <input type="checkbox"/> As requested            | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return ___ corrected prints        |
| <input type="checkbox"/> For review and comment  | <input type="checkbox"/> For signature            |   |
| <input type="checkbox"/> FOR BIDS DUE _____      |   |   |

REMARKS **Please remit to: Waterline Services LLC**  
**7 London Lane, Seabrook, NH 03874**

COPY TO Req File SIGNED:   
 Mark Volto, PM

*If enclosures are not as noted, kindly notify us at once*

**APPLICATION AND CERTIFICATE FOR PAYMENT**

ALA DOCUMENT G702

Page 1 of 2 Pages

*Distribution*

OWNER   
 ARCHITECT   
 CONTRACTOR

Barden Hill Tank Circulation System  
 Middleborough, MA

Application No. 6

Job # SO441

Period 7/1/12-7/31/12

Amory Engineers, P.C.  
 Attn: Richard Johnson  
 25 Depot Street  
 Duxbury, MA 02331-1768

From: Waterline Services LLC  
 7 London Lane, Seabrook, NH 03874

VIA (Architect):

Contract No.  
 Contract Date:

Contract for:

**Contractor's Application for Payment**

Change Order Summary		Total \$	
Number	Date Approved	Additions	Deductions
1		\$ 6,000.00	
2		\$ 7,210.67	
Totals		\$ 13,210.67	
Net Change by Change Orders		\$ 13,210.67	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: WATERLINE SERVICES LLC

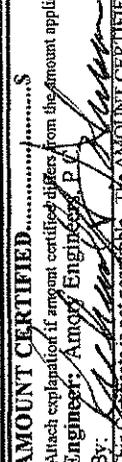
By:   
 Mark Votto, Project Manager

By: \_\_\_\_\_ Date 8/2/2012

Application is made for Payment, as shown below, in connection with the Contract.

- Continuation Sheet, ALA Document G703, is attached
1. ORIGINAL CONTRACT SUM ..... \$ 107,777.00
  2. Net change by Change Orders..... \$ 13,210.67
  3. Contract Sum to Date (line 1 + 2)..... \$120,987.67
  4. Total Completed & Stored to Date..... \$ 120,987.67
  5. Retainage
    - a. 5% of Completed Work ... \$0.00
    - b. 5% of Stored Materials .... -
- Total Retainage** ..... \$0.00
- Total Earned Less Retainage**..... \$ 120,987.67  
 (Line 4 less Line 5 Total)
7. Less Previous Certificates for Payment..... \$102,049.75  
 (Line 6 from Prior Certificate)
8. Current Payment Due..... \$18,937.92  
 (Line 3 less Line 6)

State of: New Hampshire County of: Rockingham  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
 Notary Public:  
 My Commission expires: \_\_\_\_\_

AMOUNT CERTIFIED.....\$ 18,937.92  
 (Attach explanation if amount certified differs from the amount applied for.)  
 Engineer: Amory Engineers, P.C.  
 By:  Date: 8/2/12  
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Assuaged, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER: Town of Middleborough, MA

Job #WS441 - Construction of Barden Hill Tank Circulation System,  
Middleborough, MA  
Application Certificate for Payment #6



Item No.	Description of Work	Scheduled Value	Previous Applications	This Period	Stored Materials	Total To Date	%	Balance To Finish	Retainage
<b>General Conditions</b>									
1	PMS/Supervision	\$ 5,500.00	4,500.00	1,000.00		5,500.00	100%	-	-
2	Bonds & Insurance	\$ 3,225.00	3,225.00			3,225.00	100%	-	-
3	Temporary Facilities	\$ 21,195.00	20,200.00	995.00		21,195.00	100%	-	-
<b>Site Construction</b>									
4	Clean up	\$ 1,044.00	600.00	444.00		1,044.00	100%	-	-
5	Demo Hatch	\$ 1,635.00		1,635.00		1,635.00	100%	-	-
<b>Misc. Metals</b>									
6	Water Tank	\$ 10,493.00	9,000.00	1,493.00		10,493.00	100%	-	-
7	F & I new Manway	\$ 4,945.00	4,180.00	765.00		4,945.00	100%	-	-
<b>Finishes</b>									
8	Painting	\$ 2,240.00	1,900.00	340.00		2,240.00	100%	-	-
<b>Mechanical</b>									
9	F & I New Mixing System	\$ 57,500.00	57,500.00			57,500.00	100%	-	-
<b>Subtotal General Conditions</b>		\$ 107,777.00	\$ 101,105.00	\$ 6,672.00	\$ -	\$ 107,777.00	100%	\$ -	\$ -
<b>CHANGE ORDERS</b>									
10	C.O. #1 - Project Delay's	\$ 6,000.00	6,000.00			6,000.00	100%	-	-
	C.O. #2 - Change Order #2	\$ 7,210.67	-	7,210.67		7,210.67	100%	-	-
<b>TOTAL ORIGINAL CONTRACT VALUE</b>		\$ 120,987.67	\$ 107,105.00	\$ 13,882.67	\$ -	\$ 120,987.67	3.00%	\$ -	\$ -

**SUPPLEMENTAL AGREEMENT NO. 2  
TO**

**CONSTRUCTION OF BARDEN HILL TANK CIRCULATION SYSTEM  
MIDDLEBOROUGH, MA**

**OWNER:** Board of Selectmen  
Town of Middleborough, MA

**CONTRACTOR:** Waterline Services, LLC  
Seekonk, NH

**ENGINEER:** Amory Engineers, P.C.  
Duxbury, MA

In accordance with the terms of the Contract, the Engineer and the Owner directed the Contractor to proceed with the following changes from the Contract Documents:

**Description of Change**

1. During the installation of the circulation piping the location of the tank inlet/outlet was determined to be in conflict with the access manway; the circulation piping was modified to suit field conditions and the floor plates at the revised location properly reinforced. Included in the change order was the removal from the contract of a manway that was supplied and installed by others outside of this contract.

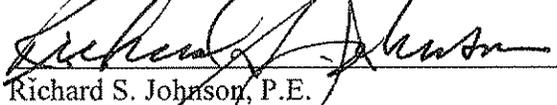
**Amount of Supplemental Agreement**

1. The Contractor shall furnish all labor, tools, equipment and materials necessary to complete the work as indicated in Item No. 1 Description of Change for the negotiated total lump sum price of \$7,210.67.

**Statement of the Engineer**

1. Due to field conditions the circulation piping needed to be modified to avoid conflict with the existing tank opening. Design piping location was based on record plans, until the tank was drained exact location of the inlet/outlet was unknown. The lump sum price adjustment was negotiated with the Contractor and some of the materials were supplied/installed by the Water Department and Amory Engineers.

For Amory Engineers, P.C.

  
Richard S. Johnson, P.E.

**ACCEPTED FOR CONTRACTOR:**

**APPROVED FOR OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Selectmen  
Town of Middleborough, MA

\_\_\_\_\_  
Date

# AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768  
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499  
WWW.AMORYENGINEERS.COM

August 2, 2012

Mr. Joseph M. Silva, Superintendent  
Water Division, Department of Public Works  
48 Wareham Street  
Middleborough, MA 02346

Subject: **Circulation System – Barden Hill Water Storage Tank  
Middleborough, MA**

Dear Mr. Silva:

Enclosed are four copies each of the Application and Certificate for Payment No. 6 (Final) from Waterline Services, LLC and Supplemental Agreement No. 2 for the subject contract.

The request includes final payment for installation of the circulation system and supplemental work necessary to complete the project. Supplemental Agreement No. 2 was due to field conditions determined upon draining of the tank. The circulation piping was required to be modified to avoid conflict with the existing tank opening. The design piping location was based on record plans, until the tank was drained exact location of the inlet/outlet was unknown. Supplemental Agreement No. 2 was negotiated with the Contractor and some of the materials were supplied/installed by the Water Department and Amory Engineers.

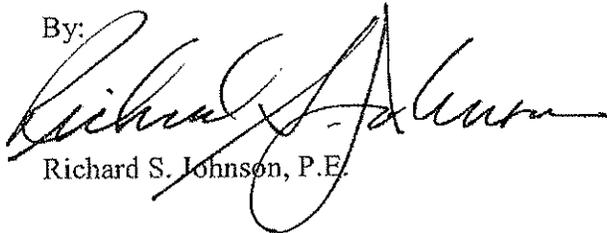
We have reviewed the payment request, find it to be correct and recommend payment in the amount of \$18,937.92. Please forward one copy to Waterline Services LLC along with payment.

Please call if you have any question.

Very truly yours,

AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

RSJ  
enc.



# WATERLINE SERVICES LLC

7 London Lane  
 Seabrook, NH 03833  
 603-474-8282

## LETTER OF TRANSMITTAL

DATE:	08/02/12	JOB NO:	SO441
ATTENTION:			
RE:	Construction of Barden Hill Tank Circulation System Middleborough, MA		

TO Amory Engineers, P.C.  
Attn: Richard Johnson  
25 Depot Street  
PO Box 1768  
Duxbury, MA 02331-1768

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

- |   |                                       |   |                                  |
|---|---------------------------------------|---|----------------------------------|
| <input type="checkbox"/> Shop drawings  | <input type="checkbox"/> Prints       | <input type="checkbox"/> Plans          | <input type="checkbox"/> Samples |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications | <input type="checkbox"/> Other   |

COPIES	DATE	NO.	DESCRIPTION
4			Application and Certificate for Payment #6
			Our office requires, executed copies of Approved Requisitions for Payment.
			Upon receipt of this requisition, kindly sign and return a copy to my attention. Thank you!
			Please process in accordance with Contract Documents as related to Payments to Contractor. Thank you.

THESE ARE TRANSMITTED as checked below:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval            | <input type="checkbox"/> Approved as submitted    | <input type="checkbox"/> Resubmit ___ copies for approval   |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted        | <input type="checkbox"/> Submit ___ copies for distribution |
| <input type="checkbox"/> As requested            | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return ___ corrected prints        |
| <input type="checkbox"/> For review and comment  | <input type="checkbox"/> For signature            |   |
| <input type="checkbox"/> FOR BIDS DUE _____      |   |   |

REMARKS Please remit to: Waterline Services LLC  
7 London Lane, Seabrook, NH 03833

COPY TO Req File

SIGNED:

  
 Mark Volto, PM

If enclosures are not as noted, kindly notify us at once

# APPLICATION AND CERTIFICATE FOR PAYMENT

ALA DOCUMENT G702

Page 1 of 2 Pages

Distribution

OWNER   
 ARCHITECT   
 CONTRACTOR

Barden Hill Tank Circulation System  
 Middleborough, MA

Application No. 6

Job # SO441

Period 7/1/12-7/31/12

Amory Engineers, P.C.  
 Attn: Richard Johnson  
 25 Depot Street  
 Duxbury, MA 02331-1768

From: Waterline Services LLC  
 7 London Lane, Scabrook, NH 03874

VIA (Architect):

Contract No.  
 Contract Date:

Contract for:

## Contractor's Application for Payment

Change Order Summary		Change Orders approved in previous months by Owner		Total \$	
Number	Date Approved	Additions	Deductions		
1		\$ 6,000.00			
2		\$ 7,210.67			
Totals		\$ 13,210.67			
Net Change by Change Orders		\$ 13,210.67			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: WATERLINE SERVICES LLC

By: [Signature]  
 Mark Votto, Project Manager

8/2/2012  
 Date

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment on the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM ..... \$ 107,777.00
2. Net change by Change Orders ..... \$ 13,210.67
3. Contract Sum to Date (line 1 +/- 2) ..... \$ 120,987.67
4. Total Completed & Stored to Date .....
5. Retainage
  - a. 5% of Completed Work ... \$0.00
  - b. 5% of Stored Materials .... -
- Total Retainage ..... \$0.00
6. Total Earned Less Retainage..... \$ 120,987.67  
 (Line 4 less Line 5 Total)
7. Less Previous Certificates for Payment..... \$102,049.75  
 (Line 6 from Prior Certificate)
8. Current Payment Due..... \$18,937.92
9. Balance to Finish, Plus Retainage..... \$0.00  
 (Line 3 less Line 6)

State of: New Hampshire County of: Rockingham  
 Subscribed and sworn to before me this        day of       , 2012.

Notary Public:

My Commission expires:

AMOUNT CERTIFIED.....\$ 18,937.92

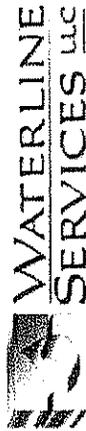
(Attach explanation if amount certified differs from the amount applied for.)

By: [Signature] Date: 8/2/12  
 Engineer: Amory Engineers, P.C.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Assuages, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER: Town of Middleborough, MA

Job #WS441 - Construction of Barden Hill Tank Circulation System,  
Middleborough, MA  
Application Certificate for Payment #6



Item No.	Description of Work	Scheduled Value	Previous Applications	This Period	Stored Materials	Total To Date	%	Balance To Finish	Retainage
<b>General Conditions</b>									
1	PMSupervision	\$ 5,500.00	4,500.00	1,000.00		5,500.00	100%	-	-
2	Bonds & Insurance	\$ 3,225.00	3,225.00			3,225.00	100%	-	-
3	Temporary Facilities	\$ 21,195.00	20,200.00	995.00		21,195.00	100%	-	-
<b>Site Construction</b>									
4	Clean up	\$ 1,044.00	600.00	444.00		1,044.00	100%	-	-
5	Demo Hatch	\$ 1,635.00		1,635.00		1,635.00	100%	-	-
<b>Misc. Metals</b>									
6	Water Tank	\$ 10,493.00	9,000.00	1,493.00		10,493.00	100%	-	-
7	F & I new Manway	\$ 4,945.00	4,180.00	765.00		4,945.00	100%	-	-
<b>Finishes</b>									
8	Painting	\$ 2,240.00	1,900.00	340.00		2,240.00	100%	-	-
<b>Mechanical</b>									
9	F & I New Mixing System	\$ 57,500.00	57,500.00			57,500.00	100%	-	-
<b>Subtotal General Conditions</b>		\$ 107,777.00	\$ 101,105.00	\$ 6,672.00	\$ -	\$ 107,777.00	100%	\$ -	\$ -
<b>CHANGE ORDERS</b>									
10	C.O. #1 - Project Delay's	\$ 6,000.00	6,000.00			6,000.00	100%	-	-
	C.O. #2 - Change Order #2	\$ 7,210.67	-	7,210.67		7,210.67	100%	-	-
<b>TOTAL ORIGINAL CONTRACT VALUE</b>		\$ 120,987.67	\$ 107,105.00	\$ 13,882.67	\$ -	\$ 120,987.67	\$ 3.00	\$ -	\$ -

**SUPPLEMENTAL AGREEMENT NO. 2  
TO**

**CONSTRUCTION OF BARDEN HILL TANK CIRCULATION SYSTEM  
MIDDLEBOROUGH, MA**

**OWNER:** Board of Selectmen  
Town of Middleborough, MA

**CONTRACTOR:** Waterline Services, LLC  
Seekonk, NH

**ENGINEER:** Amory Engineers, P.C.  
Duxbury, MA

In accordance with the terms of the Contract, the Engineer and the Owner directed the Contractor to proceed with the following changes from the Contract Documents:

**Description of Change**

1. During the installation of the circulation piping the location of the tank inlet/outlet was determined to be in conflict with the access manway; the circulation piping was modified to suit field conditions and the floor plates at the revised location properly reinforced. Included in the change order was the removal from the contract of a manway that was supplied and installed by others outside of this contract.

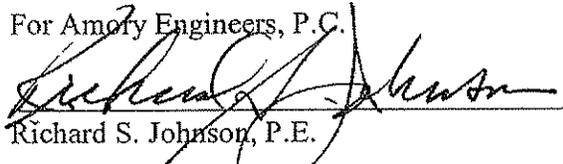
**Amount of Supplemental Agreement**

1. The Contractor shall furnish all labor, tools, equipment and materials necessary to complete the work as indicated in Item No. 1 Description of Change for the negotiated total lump sum price of \$7,210.67.

**Statement of the Engineer**

1. Due to field conditions the circulation piping needed to be modified to avoid conflict with the existing tank opening. Design piping location was based on record plans, until the tank was drained exact location of the inlet/outlet was unknown. The lump sum price adjustment was negotiated with the Contractor and some of the materials were supplied/installed by the Water Department and Amory Engineers.

For Amory Engineers, P.C.

  
Richard S. Johnson, P.E.

**ACCEPTED FOR CONTRACTOR:**

**APPROVED FOR OWNER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Selectmen  
Town of Middleborough, MA

\_\_\_\_\_  
Date

B. The cost of service to residents of the Edgeway Mobile Home Park shall be determined by a meters for the Edgeway Mobile Home Park property served by the proposed water connection, in such location as shall be determined by Lakeville.

#### ARTICLE IV MISCELLANEOUS PROVISIONS

Section 401. This Agreement constitutes the entire Agreement between the parties.

Section 402. Each party hereto shall each indemnify, defend and hold harmless the other, its officers, boards, agents and employees from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses, including attorney's fees, caused by or arising out of any act, omission or default on the part of the indemnifying party, or any of its agents or employees in connection with the terms of this Agreement or any breach thereof.

Section 403. **Severability.** If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

Section 404. This Agreement shall be for the benefit of and be binding upon the parties and their respective agents and legal representatives.

Section 405. **Amendment.** Except where otherwise provided for herein, the provisions, terms and conditions of this Agreement shall be modified only by written amendment(s) to this Agreement, executed with the same formality as this Agreement.

Section 406. Middleborough shall not assign its rights and obligations under this Agreement unless Lakeville consents to such assignment in writing. Lakeville shall not be required to consent to any assignment.

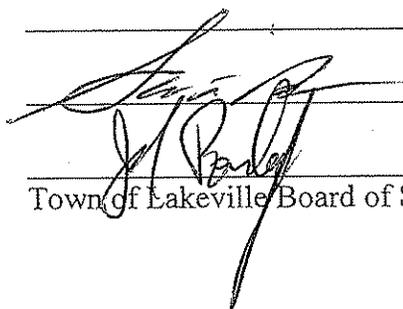
Section 407. Waiver. Failure of Lakeville to exercise any right hereunder shall not be deemed to prevent the exercise of such right at some future time.

Section 408. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall be deemed an original on the date first set forth above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Town of Middleborough Board of Selectmen

\_\_\_\_\_  
  
\_\_\_\_\_  
Town of Lakeville Board of Selectmen

EDGEWAY MOBILE HOME PARK ADDRESSES

10 Lyn Lane	69 Lyn Lane	81 Wesley Circle	143 Wesley Circle
11 Lyn Lane	74 Lyn Lane	83 Wesley Circle	144 Wesley Circle
12 Lyn Lane	75 Lyn Lane	87 Wesley Circle	145 Wesley Circle
17 Lyn Lane	24 Wesley Circle	88 Wesley Circle	147 Wesley Circle
18 Lyn Lane	27 Wesley Circle	92 Wesley Circle	151 Wesley Circle
23 Lyn Lane	35 Wesley Circle	95 Wesley Circle	153 Wesley Circle
24 Lyn Lane	36 Wesley Circle	100 Wesley Circle	162 Wesley Circle
29 Lyn Lane	39 Wesley Circle	101 Wesley Circle	174 Wesley Circle
30 Lyn Lane	43 Wesley Circle	103 Wesley Circle	
35 Lyn Lane	45 Wesley Circle	107 Wesley Circle	
38 Lyn Lane	47 Wesley Circle	108 Wesley Circle	
40 Lyn Lane	49 Wesley Circle	112 Wesley Circle	
41 Lyn Lane	51 Wesley Circle	115 Wesley Circle	
46 Lyn Lane	55 Wesley Circle	118 Wesley Circle	
47 Lyn Lane	60 Wesley Circle	121 Wesley Circle	
51 Lyn Lane	61 Wesley Circle	123 Wesley Circle	
52 Lyn Lane	63 Wesley Circle	126 Wesley Circle	
57 Lyn Lane	67 Wesley Circle	127 Wesley Circle	
58 Lyn Lane	68 Wesley Circle	132 Wesley Circle	
63 Lyn Lane	72 Wesley Circle	133 Wesley Circle	
64 Lyn Lane	75 Wesley Circle	135 Wesley Circle	
68 Lyn Lane	80 Wesley Circle	139 Wesley Circle	

*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 on Owner's Project Manager for Wastewater Treatment Plant Upgrade

DATE: August 3, 2012

The first step in the design of the upgrade to our wastewater treatment plant is to select an owner's project manager. DPW Director Andy Bagas, Wastewater Superintendent Todd Goldman, Assistant to the Town Manager Caroline LaCroix and I interviewed four engineering companies last week of the five that responded to the Town's Request for Qualifications. The process calls for us to select three finalists, rank them in order of qualifications and transmit them to the awarding authority, in this instance the Board of Selectmen. Assuming that the awarding authority accepts the list as presented we would then ask the top ranked firm to submit a fee proposal and we would then attempt to negotiate a contract with that firm. In the event we are unsuccessful in negotiating a contract with the first ranked firm negotiations are terminated and undertaken with the remaining designers, one at a time, in the order they were ranked until agreement is reached.

We are recommending the finalists in the following order:

Environmental Partners  
Tighe & Bond  
Weston & Sampson

These are all very good firms that have significant experience with wastewater projects. All of them are capable of performing the role of owner's project manager. Environmental Partners stood out from the rest based on the quality of their references and their performance in the interview. They were the firm that were most aggressive in challenging assumptions about the scale and projected cost of the project. Tighe & Bond

demonstrated ability to present innovative alternatives to wastewater problems and an innovative approach to procurement of components. They too came highly recommended.

Once an owner's project manager is hired the next step will be to pick a designer with their assistance. That would start immediately after the contract is signed.

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

c: Andy Bagas, DPW Director  
Todd Goldman, Wastewater Superintendent  
Caroline LaCroix, Assistant to the Town Manager

Tom and Kathy McGuinness  
14 Cooney Lane  
Middleborough, MA

July 16, 2012

To Whom It May Concern:

At 11:00 am on Sunday September 30, 2012, we would like to hold our 7<sup>th</sup> annual 2 mile walk, in our sons memory to raise money for the Progeria Research Foundation. This is a non-profit organization. Kris was a pre-school student at the Dr Lincoln D. Lynch School.

The walk would start and finish at the Memorial Early Childhood Center. The route has sidewalks and is mainly on the side streets surrounding the school.

\* } We will be putting up posters and advertising for the walk. We hope to have around 200 walkers. We are also requesting permission to place a banner announcing the walk on the Town Hall front lawn from Sept.8, 2012, thru Sept. 30, 2012. We have a wooden frame that holds the banner and we place cinder blocks on the base of the frame to support it. The banner is 3 ft. by 6 ft. long.

The route will be as follows:

Start at Memorial Early Childhood Center (219 N. Main St.)  
Left on Main St.  
Right on Centre St.  
Right on Forest St.  
Right on Frank St.  
Straight on Pierce St.  
Left on School St.  
Right on Barrow St.  
Finish back at the MECC

If you need more information please call us at home 508 946 0587 or call Tom at work 781 447 9900

Thank You,

*Tom & Kathy McGuinness*

Tom and Kathy McGuinness

14 Cooney Ln.  
Middleboro, MA. 02346

\* No issues w/ police  
OR FIRE Chiefs.  
Julie

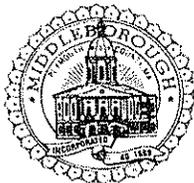
\* Town manager's office to  
authorize sign placement on  
Town Hall lawn.

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET  
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates  
Chief of Police

July 30, 2012

Board of Selectmen  
Town Hall  
Middleborough, MA 02346

Subject: Surplus Property

Honorable Board,

This is a request to declare the following old unmarked cruiser as surplus property. A 2001 Ford Crown Victoria VIN# 2FAFP71W61X142959.

This cruiser is 11 years old, has well over 100,000 miles on it and is essentially beat. The chassis and suspension are very poor and it currently will not start. It would be brought to a salvage yard for disposal. Its replacement was funded at spring town meeting is currently on order.

Respectfully Submitted,

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

Bruce D. Gates,  
Chief of Police

C/c Charles Cristello

# MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET  
MIDDLEBOROUGH, MA 02346

(508) 947-1212  
Fax (508) 947-1009



Bruce D. Gates  
Chief of Police

July 23, 2012

Board of Selectmen  
Town Hall  
Middleborough, MA 02346

Subject: Lateral Transfer

Honorable Board,

Police Officer Brett Collins has requested a lateral transfer to the City of Taunton Police Department. The Board as appointing authority has the option of approving this transfer.

Officer Collins, who resides in Taunton, advised me in June that he was looking into this and has been up-front about it with me. He has not been a problem as a Police Officer here and I do not oppose this. He told me that he feels there would be more career opportunity for him by moving to a larger city department.

I have asked Officer Collins to attend the Board's meeting in the event that you have any questions from him.

Respectfully Submitted,

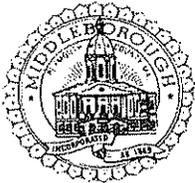
  
Bruce D. Gates,  
Chief of Police

c/c  
Charles Cristello

# MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET  
MIDDLEBOROUGH, MA 02346

(508) 947-1212  
Fax (508) 947-1009



Bruce D. Gates  
Chief of Police

July 25, 2012

Board of Selectmen  
Town Hall  
Middleborough, MA 02346

Subject: Civil Service Requisition

Honorable Board,

This a request to requisition from Civil Service a list of candidates to fill 2 vacant and currently funded Police Officer positions.

The Board will need to authorize the Chairman to sign the requisition form as the Board is the appointing authority.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Bruce D. Gates". The signature is written in black ink and is positioned above the printed name and title.

Bruce D. Gates,  
Chief of Police

c/c Charles Cristello

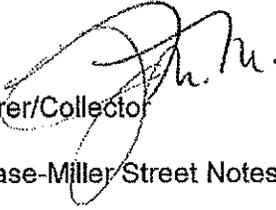


JUDY M. MACDONALD  
TREASURER AND COLLECTOR

**Town of Middleborough**  
Office of the Treasurer and Collector  
20 Centre Street, 3<sup>rd</sup> Floor  
Middleborough, MA 02346-2270  
email: jmcndl@middleborough.com

TELEPHONE  
(508) 946-2420  
(508) 946-2421

FAX  
(508) 947-5447

Date: August 2, 2012  
To: Board of Selectmen  
From: Judy M. MacDonald, Treasurer/Collector   
Borrowing: Water Bond & Land Purchase-Miller Street Notes  
Dated: August 17, 2012  
Due: November 8, 2012

Results of telephone bids, Thursday August 5, 2010:

<u>Bank</u>	<u>Bid Amount</u>	<u>Interest</u>
Eastern Bank	170,000.	.55%
Century Bank	170,000.	.45%
UniBank for Savings	170,000.	.55%

Bid awarded, subject to Selectmen's approval to:

Century Bank	170,000.	.45%
--------------	----------	------

Projects Include:

Water Mains	150,000.
Purchase of Land off Miller	20,000.

**Charles Cristello**

**From:** mma-alert@mma.org  
**Sent:** Wednesday, July 11, 2012 9:42 AM  
**To:** Charles Cristello  
**Subject:** PROPOSED ENERGY BILL REVOKES LOCAL PROPERTY TAX AUTHORITY ON SOLAR AND WIND FACILITIES

 Right-click here to download pictures. To help protect your privacy, Outlook prevented automatic download of this picture from the Internet.

One Winthrop Square | Boston | MA | 02110 | 617-426-7272

MMA Alert    Contact: John Robertson    617-426-7272 ext. 122

# **PROPOSED ENERGY BILL REVOKES LOCAL PROPERTY TAX AUTHORITY ON SOLAR AND WIND FACILITIES**

## **Conference Committee to Finalize Bill in One Month**

### **Please Urge Your Legislators to Tell the Energy Bill Conference Committee to Eliminate Harmful Provisions**

The Massachusetts Senate and House have both passed an energy bill intended to reduce the cost of electricity, provide savings for consumers, and encourage business expansion. **While much of the legislation is positive, both the House and Senate versions of the bill include provisions that would be harmful to the solar industry to exempt solar and wind electricity generation property and equipment from the local property tax.**

These sections of the bill would reduce municipal tax authority by exempting renewable energy equipment from the local property tax, and by revoking the flexibility of cities and towns to negotiate payment-in-lieu-of-tax (PILOT) agreements. Instead, the Senate version of the bill would substitute a PILOT of 5% of gross annual electricity sales, and the House version would impose a PILOT of 6% of gross annual electricity sales. Both versions of the bill instruct the Division of Local Services to study the impact that the tax exemption will have on municipalities – but only after the change is made.

Under current law, municipal officials have successfully negotiated dozens of agreements with developers on a large variety of projects, and there are many more in process. The proposed changes in the energy legislation would undermine this positive structure that has directly led to welcome renewable energy projects and sustained progress toward state and local renewable energy goals.

Local officials with experience in negotiating agreements around renewable energy projects have strongly and consistently told us that these changes would reduce their flexibility and make favorable agreements on revenues and savings difficult or impossible. A calculation from one community showed annual revenue falling from approximately \$130,000 to just \$9,000; another projected a decrease from \$710,000 to \$109,000; and yet another from \$169,000 to \$24,000. In recent months, PILOT agreements that were negotiated in good faith between municipalities and developers have now stalled as developers, sensing an opportunity to increase their profits, refuse to sign contracts while they await final action on this legislation.

The conference committee now has the ability to remove these damaging sections on renewable energy equipment taxation. Members include Sen. Ben Downing, Sen. Stephen Brewer, Sen. Robert Hedlund, Rep. John Keenan, Rep. Kate Hogan, and Rep. Matthew Beaton.

**Please call your Senator and Representative today! Ask them to tell the conference committee to remove the property taxation sections from the final bill. Tell them that the bill would undermine local budgets and local taxation authority, interfere with hometown decision-making, and give a special windfall to energy developers at the expense of local taxpayers. A study of the tax exemption's impact on municipalities must occur before such a major policy shift.**

If you have any questions, please contact MMA staff John Robertson at [jrobertson@mma.org](mailto:jrobertson@mma.org) or Catherine Rollins at [crollins@mma.org](mailto:crollins@mma.org) or at (617) 426-7272.

Thank you very much.

**PLEASE CALL YOUR SENATORS AND REPRESENTATIVES  
TODAY!**

If you have any questions, comments or suggestions, feel free to contact us.  
You can also always find additional information on our website at:  
[www.mma.org](http://www.mma.org)

This e-mail was sent from Massachusetts Municipal Association ([mma-alert@mma.org](mailto:mma-alert@mma.org)) to [ccristello@middleborough.com](mailto:ccristello@middleborough.com).

7/26/2012

**Jacqueline Shanley**

---

**From:** mma-alert@mma.org  
**Sent:** Monday, July 30, 2012 11:20 AM  
**To:** Jacqueline Shanley  
**Subject:** LEGISLATURE'S FINAL ENERGY BILL PRESERVES LOCAL TAXING AUTHORITY



**One Winthrop Square | Boston | MA | 02110 | 617-426-7272**

**MMA Alert**Contact: John Robertson 617-426-7272 ext. 122

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## **LEGISLATURE'S FINAL ENERGY BILL PRESERVES LOCAL TAXING AUTHORITY**

In a significant victory for cities and towns, the final energy bill developed by a joint House-Senate conference committee, preserves the ability of communities to collect property taxes on solar and renewable energy facilities.

The MMA and local officials across the state have been communicating with legislators all year, expressing grave concerns about provisions in earlier versions of the bill passed by the House and Senate that would have exempted certain renewable energy facilities, including commercial solar facilities, from the property tax. Instead, communities would have been allowed to collect a much lower PILOT equal to 5 percent of electricity sales. In essence, the previous versions of the legislation would have provided developers with a windfall, and reduced important revenues that communities collect and use to pay for critical local services.

The members of the conference committee (Reps. Keenan, Hogan and Beaton, and Sens. Downing, Brewer and Hedlund) heard the message loud and clear, and removed the tax provisions from the final bill.

The Legislature is expected to enact the compromise energy bill as soon as today, and send it to the Governor.

**Please call your legislators today and thank them for protecting local decision-making and taxing authority.**

On another important municipal issue, the Governor last week signed the "terms bill" for the \$200 million fiscal 2013 Chapter 90 local road fund distribution that was authorized by separate legislation signed in June. With both bills now law, cities and towns can begin signing contracts for local Chapter 90 projects based on the provisional apportionment letters sent by MassDOT to cities and towns on April 1.

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**If you have any questions, comments or suggestions, feel free to contact us.**