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*344 Years of Progress*



CRANBERRY CAPITAL  
OF THE WORLD



**Town of Middleborough**  
*Massachusetts*

CHARLES J. CRISTELLO  
Town Manager

508-947-0928  
FAX 508-946-2320

**MEMORANDUM**

TO: Board of Selectmen

FROM: Charles J. Cristello, Town Manager 

RE: Recommendations for October 7, 2013 Special Town Meeting Articles

DATE: September 27, 2013

Cc: Finance Committee, School Committee, Department Heads, Superintendent of Schools, School Business Manager

Enclosed please find my recommendations and background information for the upcoming Special Town Meeting.

We have received a Free Cash certification of \$690,623. I am recommending that we use \$618,547 as shown below and retain the balance for unanticipated expenses:

OPEB Trust Fund	\$200,000	Article 5
Snow and Ice Budget	\$150,000	Article 1
Capital Planning Recommendations	\$177,105	Articles 8,9,11
Sick Leave Buy Back	\$ 91,442	Article 3

We are again fortunate that the Peirce Trustees are contributing \$50,000 to fund capital projects. They also recently contributed \$17,000 to help replace a police cruiser that was damaged in a collision.

I am recommending a handful of small increases from taxation to operating budgets amounting to \$46,567 in Article 1. In addition we need to increase the Trash budget from the Trash Enterprise Fund in the amount of \$36,792 to fully fund health insurance costs. There is also \$54,706 in Article 6 to fund one collective bargaining agreement. Article 7 provides \$48,336 in funding for co-pay reimbursements promised to retirees in our 2012 PEC agreement.

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

## DRAFT MOTIONS

### Article 1 (Budget Supplements - \$233,359)

I move that the Town raise and appropriate from taxation the sum of \$46,567 to supplement the following budgets and account numbers for fiscal year 2014:

DEPARTMENT		ACCOUNT	LINE-ITEM	AMOUNT
Selectmen	122	511101	Reg. Pay Clerical	\$ 1,567
Police	210	511126	Reg. Pay Officers	\$20,000
Council on Aging	541	549100	Perishables	\$15,000
Employee Benefits	919		(Wellness Challenge)	\$ 5,000
Unclassified	950		(Reedy's Lease)	\$ 5,000
				\$46,567

I further move that the Town transfer from Free Cash the sum of \$150,000 to supplement department 422 DPW Highway Snow Removal, account number 15293.

I further move that the Town transfer the sum of \$36,792 from the Trash Disposal Enterprise Unreserved/Retained Earnings account to supplement department 433 Trash Disposal Health and Life Insurance account number 517400.

### Article 2

I move to postpone this article indefinitely.

**Charles Cristello**

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**From:** recapdata@dor.state.ma.us  
**Sent:** Thursday, September 26, 2013 10:44 AM  
**To:** Tony Freitas - Assessor; Barbara Erickson; BoardofSelectneb@middleborough.com; Charles Cristello; Dianne Maddigan - Assessor; Judy MacDonald; pburdick@pmmanageprop.com; BoardofSelectmen@middleborough.com; Steven Dooney; recapdata@dor.state.ma.us  
**Subject:** Freecash Approval Notification for Middleborough  
**Attachments:** Middleborough FC 6-30-13.pdf

**Massachusetts Department of Revenue Division of Local Services**  
*Amy Pitter, Commissioner*  
*Robert G. Nunes, Deputy Commissioner & Director of Municipal Affairs*

Thursday, September 26, 2013

Steven Dooney  
Accountant  
Town of Middleborough

**Re: NOTIFICATION OF FREE CASH APPROVAL - Middleborough**

Based upon the unaudited balance sheet submitted, I hereby certify that the amount of available funds or "free cash" as of July 1, 2013 for the Town of Middleborough is:

General Fund		\$ 690,623
Water Enterprise	Enterprise Fund	\$ 3,075,281
Sewer Enterprise	Enterprise Fund	\$ 2,201,756
Trash Enterprise	Enterprise Fund	\$ 261,106

This certification is in accordance with the provisions of G. L. Chapter 59, §23, as amended.

Certification letters will be e-mailed to the mayor/manager, board of selectmen, prudential committee, finance director and treasurer immediately upon approval, provided an e-mail address is reported in DLS' Local Officials Directory. Please forward to other officials that you deem appropriate.

Sincerely,  
Gerard D. Perry  
Director of Accounts

cc:  
[tonyf73@verizon.net](mailto:tonyf73@verizon.net); [bercksn@middleborough.com](mailto:bercksn@middleborough.com); [BoardofSelectneb@middleborough.com](mailto:BoardofSelectneb@middleborough.com); [ccristello@middleborough.com](mailto:ccristello@middleborough.com); [maddtax@comcast.net](mailto:maddtax@comcast.net); [jmcdnld@middleborough.com](mailto:jmcdnld@middleborough.com); [pburdick@pmmanageprop.com](mailto:pburdick@pmmanageprop.com); [BoardofSelectmen@middleborough.com](mailto:BoardofSelectmen@middleborough.com); [sdooney@middleborough.com](mailto:sdooney@middleborough.com); [recapdata@dor.state.ma.us](mailto:recapdata@dor.state.ma.us)

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This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify

**Charles Cristello**

ARTICLE 1

**To:** Jacqueline Shanley  
**Subject:** RE: Rate of Pay error-Fin Com Budget book

Thanks

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**From:** Jacqueline Shanley  
**Sent:** Tuesday, May 14, 2013 10:39 AM  
**To:** Charles Cristello  
**Subject:** RE: Rate of Pay error-Fin Com Budget book

Hi,

Presently at \$27.5805/hour or \$53,782.04/yearly

Town Meeting approved \$54,936.40

Total rate-of-pay effective July 1<sup>st</sup> is \$28.9761/hour or \$56,503.40/yearly

Budget should be supplemented for difference of \$1,567.00

I went over all of this with Judy to be sure.

Thanks.

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](mailto:jshanley@middleborough.com)

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**From:** Charles Cristello  
**Sent:** Friday, May 10, 2013 1:25 PM  
**To:** Jacqueline Shanley  
**Subject:** RE: Rate of Pay error-Fin Com Budget book

We left out the 3%. We will put it in in the fall.

What was the starting point? The budget has \$53,820. Is that correct?

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**From:** Jacqueline Shanley  
**Sent:** Wednesday, May 08, 2013 2:16 PM  
**To:** Charles Cristello  
**Subject:** Rate of Pay error-Fin Com Budget book

**ARTICLE 1**

<b>MPD Warrant Articles, Fall Special Town Meeting, October 7, 2013</b>									
<b>A/O 08-19-13</b>									
Lt. David Mackiewicz					Appointed an Officer for the Town of Middleborough 1/7/80				
Hourly rate is \$58.56									
<b>Sick Leave Buy Back</b>									
<b>75 Days or 600 hours</b>									
600 hours x 58.56 =									
35,136.00									
<b>Vacation Buyout</b>									
<b>60 days or 480 hours</b>									
480 hours x 58.56 =									
28,109.00									

ATTN 1

<b>MPPD Warrant Articles, Fall Special Town Meeting, October 7, 2013</b>									
Career Incentive Increases a/o July 1, 2013									
26 Weeks	Officer Kristopher Dees	Officer Mark Meaney	Officer Bradley Savage	Total all three Officers					
Career Incentive	1,347.06	2,693.86	2,693.86						
Night Shift Differential	40.30	161.72	215.54						
Over Time *	30.90	61.80	62.85						
Court Time *	30.15	58.20	58.20						
Specialist Pay	67.34	0.00	0.00						
<b>Totals</b>	<b>1,515.75</b>	<b>2,975.58</b>	<b>3,030.45</b>	<b>7,521.78</b>					
*Estimating just 15 Over Time & Court Time shifts each between 7/1/13 and 12/31/13.									
Officer Dees earned a Master's Degree in Criminal Justice. His career incentive was 20% of his base salary & is now 25%.									
Officer's Meaney & Savage both earned a Bachelor's Degree in Criminal Justice. Their career incentive was 10% of their base salary. It's now 20%.									

ARTICLE 1

**Charles Cristello**

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**From:** Andrea Priest  
**Sent:** Tuesday, August 06, 2013 2:17 PM  
**To:** Charles Cristello  
**Subject:** FW: Buy Back for Ken Silvia

Buy back for COA

As of August 31, 2013 Mr. Silvia will have accrued 187.5 days. One third equals 62.5 days. 62.5 days times seven hours per day equals 437.50 hours.

437.5 hours times \$ 16.9607 equals a buyback of \$7,420.31. He will be requesting this immediately upon retirement on September 13, 2013.

Perishable line item

We spend over \$42,000.

We were funded at \$30,000. Before the cuts

That was reduced to \$15,000. And I have added \$2,000. So we are at \$17,000.

The restoration would be \$15,000.

Thanks

*Andrea M. Priest*

*Executive Director*

*Middleboro Council on Aging*

*558 Plymouth Street*

*Middleboro, MA. 02346*

*[apriest@middleborough.com](mailto:apriest@middleborough.com)*

*508-946-2490*

*Fax 508-946-2489*

**Middleborough Well Power Meeting  
AGENDA  
17 September 2013 -- 3:30 PM -- Town Hall**

- **Sign-in sheet** – Please print name and department
- **Scribe for today**
- **Year One Program** - ends on September 30<sup>th</sup>. Kickoff letter will remind people to redeem points by that deadline. Went out in 9/12 payroll with Zumba and Team Challenge flier.
  - Shall we do email reminder mid-September to redeem points for Year 1
- **Year Two Starts in September** – because the new BCBSMA site isn't operational until January, we can start our Year Two programming in September. Zumba is scheduled to begin on September 24<sup>th</sup>. Instructor is booked for a 4:00P and 5:15P class. Attending 6 out of 8 classes will earn Year 2 WP credit. Credit will be done manually and Kristen will submit names to Hallmark for gift cards.
- **Wellness Team Challenge** – We will have a guest speaker (Courtney Hernandez from Wellness Workdays) to discuss the details of this program, and to answer questions. Synopsis: participants form teams of 3 to 5 people; individuals who log activity for 8 out of 10 weeks will earn WP credit. In addition, we can award prizes for top individuals and teams. The program includes a pre-, mid-, and post- on-site weigh-in that is uploaded to their personal account. They can earn points for this. The weigh-ins are optional and will not affect eligibility or Well Power credit.
  - **Do we want to send out the promotion in a home mailing so that spouses are included?** MIIA can do it.
- The table below is up for discussion based on spending the entire \$5,000 of innovation award \$\$ on prize money.

First Prize	\$750
Second Prize	\$500
Third Prize	\$350
Top 2 Team Prizes	Depending on team size it will range from: \$340 - \$560 per team to be split among team members. Teams may range in size from 3 to 5 members.

- Decision on whether or not an individual can win **both** an individual prize AND a team prize. If not, we can have them choose one or the other.

# Fiscal 2014

## TRASH

HMO FAM	4	\$1,295.69	5,182.76	12	\$62,193.12
HMO 1/2 Family	2	\$647.85	1,295.70	12	\$15,548.40
HMO 1/4 Family	2	\$323.92	647.84	12	\$7,774.08
HMO IND.	4	\$494.50	1,978.00	12	\$23,736.00
HMO 1/4 IND.	1	\$123.63	123.63	12	\$1,483.56
PPO IND. 1/2	1	\$214.31	214.31	12	\$2,571.72
Medex	1	\$267.13	267.13	12	\$3,205.00
Total					\$116,511.88

*ARTICLE*

FY 2014 Budget needed 116,511.88

VOTES at annual M.T.M 79,720.-

NEEDED INCREASE → 36,791.88

Budget ? 151,000.-

Additional needed 57,791.88

at S.T.M.

ARTICLE 3

<b>MPD Warrant Articles, Fall Special Town Meeting, October 7, 2013</b>									
<b>A/O 08-19-13</b>									
Lt. David Mackiewicz Appointed an Officer for the Town of Middleborough 1/7/80									
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480 hours x 58.56 =									
28,109.00									

ARTICLE 3

**Charles Cristello**

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**From:** Lance Benjamino  
**Sent:** Tuesday, August 13, 2013 10:59 AM  
**To:** Charles Cristello  
**Subject:** Captain Debra Burke  
**Attachments:** 13 Buyback Brier - D Burke.doc

Charlie,

Captain Debra Burke has informed me that she will be retiring on or before April 1, I have attached the revised Sick Leave Buy Back Article (**\$48,885.00**) that includes David Brier \$13,355.00 and Debra Burke \$35,530.00.

Thank you,

*Lance Benjamino*  
Chief of Department  
Middleborough Fire Department  
125 North Main Street  
Middleborough, MA 02346  
[firechief@middleborough.com](mailto:firechief@middleborough.com)

ARTICLE 3

Charles Cristello

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**From:** Andrea Priest  
**Sent:** Tuesday, August 06, 2013 2:17 PM  
**To:** Charles Cristello  
**Subject:** FW: Buy Back for Ken Silvia

Buy back for COA

As of August 31, 2013 Mr. Silvia will have accrued 187.5 days. One third equals 62.5 days. 62.5 days times seven hours per day equals 437.50 hours.

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*Executive Director*

*Middleboro Council on Aging*

*558 Plymouth Street*

*Middleboro, MA. 02346*

*[apriest@middleborough.com](mailto:apriest@middleborough.com)*

*508-946-2490*

*Fax 508-946-2489*

Article 6

**TOWN OF MIDDLEBOROUGH OFF THE RECORD OFFER**

**MEMORANDUM OF AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND  
THE THE MIDDLEBOROUGH PROFESSIONAL FIREFIGHTERS ASSOCIATION  
LOCAL 3653**

**Dated: April 26, 2013**

**The Town reserves the right to withdraw this offer if it is not ratified by the Union before:  
April 29, 2013**

The Town of Middleborough ("the Town") and the Middleborough Professional Firefighters Association, Local 3653 ("Association") hereby agree that the collective bargaining agreement between the Town and the Association will be extended for one year, July 1, 2013 through June 30, 2014, with the changes agreed to by the parties' negotiating teams and set forth below. This offer and Agreement shall be considered **off-the-record** until ratified by the Association membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification.

If ratified by both parties' principals, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement and the material terms, that have not been rendered moot, from the parties' MOAs entered into after the parties' last integrated Contract (2004-2007) into the 2004-2007 Contract. Failing ratification by both parties' principals, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

Unless otherwise specified, all the changes set forth below will take effect July 1, 2013.

**1. ARTICLE 4- Section 3. Overtime—Add the following paragraph**

"For a trial period beginning July 1, 2013 and ending June 30, 2014, with notice to the Chief in advance of the overtime, a member may choose to be compensated for overtime in future time off---1.5 hours for every hour worked---instead of pay. At any one time, a

member not have more than 48 hours of compensatory time accrued. Compensatory time must be used in a full 10 or 14 hour shift. Use of the compensatory time requires the advance notice and approval of the Chief and may not cause the Department to incur any additional expense.”

2. **ARTICLE 6- Section 1 - Clothing Allowance**

Increase clothing allowance to \$1,175.

3. **ARTICLE 8-**

- a. **Section 1. Weekly salaries-** Increase salaries by 2 % (two percent) effective the first full pay period after July 1, 2013.
- b. **Section 3. Night Differential-** Remove “except the Day Captain” from this paragraph when a vacancy occurs in this position.
- c. **Section 5. Schooling Pay –** Increase schooling pay to 32 hours

4. **ARTICLE 13, Section 2 - Health Insurance -**

- a. Delete existing language in paragraph A and insert in its place:

“A. The Town’s contribution to the PPO plan it offers will be 60% (sixty percent) of the monthly premium. The Town’s contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium for employees hired prior to July 1, 2013. The Town’s contribution to the HMO plan it offers will be 70% (seventy percent) of the monthly premium for employees hired after July 1, 2013. Except for the Town’s contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage.

- b. Add a new provision that reads as follows:

Effective July 1, 2013, a bargaining unit member employed prior to July 1, 2011 who is otherwise eligible for enrollment in a town health insurance plan, and has been enrolled in a plan continuously since July 1, 2011, will receive an annual stipend for opting out/waiving participation in town health insurance in the amount of \$1,000 (individual plan) or \$2,500 (family plan). In addition to the above, other conditions for the annual stipend are:

- The employee is not covered under a town plan subscribed to by another employee of the Town or School Department; and,

- The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

If there is a qualifying event which means that an employee who is receiving an opt out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.

**5. ARTICLE 19, Section 2. Duration of Agreement** - Change dates to reflect one year Contract extension, July 1, 2013-June 30, 2014. Notwithstanding the July 1, 2013-June 30, 2014 term of the Contract, at the request of the Town, the parties will continue to bargain, including during the term, about changing Fire Department dispatching, including without limitation having the work performed by employees outside of the bargaining unit or under a regional dispatching agreement. But, if an agreement on dispatching cannot be reached, neither party waives any right to require the dispute resolution process available through the Joint Labor Management Committee (“JLMC”).

**6. Health Insurance Reform Law**- Notwithstanding any other provisions of the parties’ collective bargaining agreement, including without limitation those related to health insurance, the Employer has the right to make changes to health insurance under the provisions of c. 69 of the Acts of 2011, amending M.G.L. c. 32B ( the “Health Insurance Reform Statute”).” The Employer’s inclusion of this item in successor contract negotiations is for notice and clarification purposes only. It is not a concession that the Employer has to bargain to reserve its rights under the Health Insurance Reform Statute or that the parties’ agreement to a successor collective bargaining agreement would, in any way, affect the Employer’s discretion to exercise those rights.

MIDDLEBOROUGH FIREFIGHTERS  
ASSOCIATION

TOWN OF MIDDLEBOROUGH

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