

# **NEW BUSINESS**

**10-21-13**

*Incorporated 1669*  
*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

October 15, 2013

Ms. Diane C. Stewart  
13 Carmel Park Drive  
Middleborough, MA 02346

Dear Ms. Stewart:

I am happy to appoint you to the Conservation Commission subject to the approval of the Board of Selectmen pursuant to Massachusetts General Laws Chapter 40, Section 8C. This appointment is to for a one year term through June 30, 2014.

By copy of this letter, I am asking the Selectmen to approve your appointment at their meeting Monday, October 21, 2013.

In appointing you, I expect that you will make every effort to attend our Annual Town Meeting on the fourth Monday in April and our Special Town Meeting usually held in early October. Thank you for your willingness to serve the Town of Middleborough.

Very truly yours,

Charles J. Cristello  
Town Manager

cc: Board of Selectmen  
Allison Ferreira, Town Clerk  
Conservation Commission

*Incorporated 1669*  
*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

October 15, 2013

Ms. Deborah Kirsch  
99 Fuller Street  
Middleborough, MA 02346

Dear Ms. Kirsch:

I am happy to appoint you to the Conservation Commission subject to the approval of the Board of Selectmen pursuant to Massachusetts General Laws Chapter 40, Section 8C. This appointment is for a two year term through June 30, 2015.

By copy of this letter, I am asking the Selectmen to approve your appointment at their meeting Monday, October 21, 2013.

In appointing you, I expect that you will make every effort to attend our Annual Town Meeting on the fourth Monday in April and our Special Town Meeting usually held in early October. Thank you for your willingness to serve the Town of Middleborough.

Very truly yours,

Charles J. Cristello  
Town Manager

cc: Board of Selectmen  
Allison Ferreira, Town Clerk  
Conservation Commission

Barbara A. Holton

68 Purchase St.

Middleborough, MA 02346

10/2/2013

Town of Middleborough

Board of Selectman

10 Nickerson Ave.

Middleborough, MA 02346

Re: Town's Website

Dear Board of Selectman,

Since this spring the town manager has been posting and reposting information about 68 Purchase St. Middleboro MA formerly known as Tispaquin Family Camp Area. On 9/11/13 I asked to have my letter posted on the Town's website (see attached). I was denied. The town managers secretary suggested she would ask him to take the posting down and he refused. I don't believe the Town's website should be used for taunting. There are two sides to every story. Allowing the town manager to taunt us on the Town's website without allowing my response is one sided and unequal. I asked at the town managers office for this posting to be removed and it was not. Now I am asking here.

Respectfully,



Barbara A. Holton



**Town of Middleborough**  
*Board of Selectmen*

Jacqueline M. Shanley  
*Executive Assistant*

Town Hall  
10 Nickerson Avenue  
Middleborough, MA 02346

Tel: 508-946-2405  
Fax: 508-946-0058  
Email: [jshanley@middleborough.com](mailto:jshanley@middleborough.com)

Received  
10.3.13  
*J. Shanley*

Please Post  
on Town's  
Website

Barbara A. Holton

68 Purchase St.

Middleborough, MA 02346

Thank-you  
Barbara A Holton

The truth about the way the way your Middleboro tax dollars are being spent. Going to court and having a trial is expensive and complicated. Out of this expense come a winner and a loser. Sometimes the best thing to do is move on and cut your losses. The trial I'm speaking of is one that has cost Tispaquin Family Camp Area (hereafter TFCA) and the Town of Middleboro (hereafter Town) probably over a million dollars. You would expect this kind of money to be spent on a murder or rape case but not on this. There has always been a question as to how many campsites campgrounds are allowed. Camping in the late 80's and early 90's grew at such a pace campgrounds couldn't keep up with the demand. Cities and towns that had campgrounds were struggling to regulate growth as the regulations were very vague. TFCA was one of those campgrounds. While the town looked the other way on the other campgrounds in town they singled out one to make an example of. In 2002 the town refused to issue a license to TFCA. The issue ended up in court. The long and the short of it is to avoid a confrontation with the Zoning Board of appeals the TFCA decided to litigate the fact that you could use a campsite for more than one camping vehicle. After many years and lots of money the Town won the issue. Not wanting to spend any more money the TFCA did not appeal. If you can't put two campers on one site you won we accept that. The order was obey the special permit 57 sites and because the court said one to a site I let my attorney go and was moving on. I would do as my competition who was running way over on their special permit and apply to the zoning board for an allowance of more as they did in June 2012 after running in violation of their special permit for at least two decades with no opposition from the town. I informed the town that this is the route that I would like to pursue. Wanting to teach us a lesson the town said to the court we won we want these things to happen and they asked the court to enforce things that were not in the special permit. One of those things was get down to 57 sites one camper on a site and all others off the property. The court case was about two on a site yes I have to take one off each site. There are more aspects to camping than sites. Campgrounds have safari fields, storage areas, rentals, and the owner and family may have a camper of their own. Tricking the court to put specifics in an order that says obey the special permit was a trick the town used knowing I wasn't appealing knowing I was moving on knowing this was a punishment for standing up to them. The 1984 special permit says nothing about 57 camping vehicles on the property. To trick the court into writing that in the order not only restricts us from doing other aspects of our business it allowed them to close our business. The judge that enforces the order is not the judge that gave the order or heard the case. This judge can only go by what the exact wording on the order says. The town knows there is no wording in the special permit that says on the property but they got it in there and they're going to kill us with it at taxpayers' expense. We have removed the second camper off of every site and some

have been removed from the property others are being stored awaiting more litigation I did not want to pursue. Since the politicians in town have access to taxpayer money to use as they wish they have been spending it to close a business that has brought business to this town for more than 29 years to say to their taxpayer don't mess with us we are the boss. A detail sat in front of a closed campground for four days at taxpayer expense. A chain is being placed at the entrance to keep us from our home and our business. Town employees are asked on a daily basis to spend valuable time and tax dollars doing things to assist in the closing of the campground. The story is simple the results are devastating the town is out of control punishing a business that should have the right to stand up for themselves. They say you can't fight city hall and this is why. Even if you work for the town and don't agree you have to do as they say or you will lose your job. Sad isn't it to think the only thing that is left for myself and my family to do might be to move out of town because even if we did follow the tainted order to the tee this town will find another loophole and never let it go. The campground has been closed since October 2012. It was our choice to close not any court order. The property is sold. This letter was written by Barbara Holton to inform people who don't know the truth. I wrote the letter in May 2013. I am now submitting it to Town departments in response to a posting that has been on the Town's website since then.

Respectfully,

*Barbara A. Holton*  
9/11/13  
Barbara Holton

68 Purchase St.

Middleboro, MA 02346



**Town of Middleborough**

*Confidential Secretary to  
Board of Selectmen*

Jacqueline M. Shanley

TOWN HALL  
10 NICKERSON AVE.  
MIDDLEBOROUGH, MA 02346

Tel: 508-946-2405  
Fax: 508-946-0058  
E-mail: [Jshanley@middleborough.com](mailto:Jshanley@middleborough.com)

*Shanley Received 9-11-13*

## Jacqueline Shanley

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**From:** Andrea Priest  
**Sent:** Friday, October 11, 2013 8:45 AM  
**To:** Jacqueline Shanley  
**Subject:** ok?

TO: BOS  
FROM: Andrea M. Priest  
RE: COA Board appointment  
DATE: October 12, 2013

① This is to inform you that on October 8, 2013 the COA voted to recommend the candidate Elizabeth "Betty" Wainright to fill the available vacancy on the COA Board.

② At the October 8, 2013 COA Board meeting the COA Board also voted to accept the resignation of board member, Marilyn Chammas, effective immediately. The COA Board requests that the Board of Selectmen announce this vacancy to the community and the COA Board would like to vote for their recommendation at their November 13<sup>th</sup> Board Meeting.

September 16, 2013

Andrea M. Priest, Executive Director  
Leonard E. Simmons Senior Multi-Service Center  
558 Plymouth Street  
Middleborough, MA 02346

Re: Vacancy on the Board of Directors

Dear Ms. Priest,

Today at the COA you told me that a letter of intent must be submitted to the Town Managers Office by September 20, 2013 and that you were entertaining applications for the position. I would be honored to serve on the Board of Directors.

I have been a volunteer for several years now. I am amazed each time I go to COA. The love, caring and dedication of staff and volunteers is abundantly shown by all concerned. How so much is accomplished in the way of programs and activities on a "shoestring budget" is testament to the superior guidance that the Board of Directors is providing and of course the expertise of staff. The Town of Middleborough should be very proud of this facility.

I have a background employment as a secretary (and steno pool) at John Hancock in the Underwriting Department, Jr. Clerk – payroll – Treasurers Office MCI Bridgewater, 18 years driving school bus in the Town of Middleborough and Lakeville and finally, I retired as a Senior Clerk after working 17+ years in the Town Clerk and Accountants Office in Middleborough. In each position I interacted with the public daily and always was sworn to confidentially as most of the work that I did especially at the Town Clerks Office was highly sensitive in nature. Since I retired in 2002, I have become active in several areas. Besides volunteering in the dining room and kitchen at COA, I serve as the Warden in voting precinct 2 here in Middleborough. I also have sat on the Executive Committee of MRIG since it was incepted. At Church of Our Saviour I serve as Clerk for the Vestry (which makes me an Officer of the Church). I hold 4 licenses' as a Liturgical Assistant, Healing Minister, Eucharistic Visitor and Lay Leader . I am actively involved in our many "Outreach" programs and a member of Episcopal Church Women. Happily, our Pastoral Care Program is available to our Parishioners and I quite often am called upon to assist someone.

I am very proud that my husband Jim and I have raised two wonderful children who are responsible citizens and each successful in their lives. God has been with me and I have faced and survived some very difficult circumstances. I believe that throughout my life I have been a "people person"- always fighting for the equality and respect of all people. Because of my life experiences, I feel I have a special understanding and feeling for the needs of others. I guess it could be said that my "mission in life" is to help and care for others in need. I sincerely hope that I will be your choice to serve on the Board of Directors.

Peace,

  
Elizabeth "Betty" Wainwright

918 Centre St.  
Middleborough, MA 02346

Cc: Middleborough Board of Selectmen

## Jacqueline Shanley

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**From:** Andrea Priest  
**Sent:** Thursday, September 12, 2013 12:56 PM  
**To:** 'Richard Young'  
**Cc:** Jacqueline Shanley  
**Subject:** RE: Opening on COA

Thank you Richard. I have forwarded your letter of interest to the Board of Selectmen who is charged with reviewing, recommending and voting on appointments. The next COA Board meeting is scheduled for October 9<sup>th</sup> and the board will invite all interested candidates for an informal meet and greet.

*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*

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**From:** Richard Young [<mailto:ryoung@jbcc.harvard.edu>]  
**Sent:** Thursday, September 12, 2013 11:34 AM  
**To:** Andrea Priest  
**Subject:** Opening on COA

Andrea,

I was forwarded your contact information by Charlie Cristello. I wanted to submit my letter of interest to serve as a member of the Middleboro Council on Aging Board of Directors. I was informed that there was an opening and am very interested in serving the community.

For the past 12 years, I have been the Director of the State's Child-at-Risk Hotline. We serve the entire state of Massachusetts as the after-hours unit for the Department of Children and Families. In my capacity as Director, I work alongside many of the state agencies that fall under the Executive Office of Health and Human Services. I feel my knowledge of state-wide programs could benefit Middleboro's Council on Aging.

In the past, I have worked several jobs in the social service field. My experiences have included working with the Social Security Administration and staffing an Information and Referral Helpline. Each of these programs has given me unique experiences that I believe will help me to be a good member of the Council on Aging Board of Directors.

Also, I have also served in the past as an appointed member of a town's Finance Committee and an elected member of a town's School Committee. So I have familiarity in the budget process that towns go through annually. I believe this would also help me to serve the Council on Aging.

If you have any questions, please email. I have also included my home address and phone number.

Thank you,  
Rich Young

14 North Street  
Middleboro, MA 02346



Massachusetts Community Development Block Grant Program

**Budget and Program Revision Form**

<b>Community/Grantee:</b> Town of Middleborough	<b>Original Award:</b> \$911,590.00
<b>Program Name/Year:</b>	<b>Revision #:</b> P-number (program revision) B-number (budget revision) E-number (extensions)
<b>Grant #:</b> CDF I-G-2010-Middleborough-00630	
<b>Contract End Date:</b> 03/31/2014	<b>Date Revision Submitted:</b> 10/15/2013

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

<b>Grantee Requested</b>	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	<b>DHCD Approved</b>
X	<b>Budget Amendment to increase the grant award to</b> \$1,006,220.00	
X	<b>Budget Revision for:</b> <ul style="list-style-type: none"> <li>Change in administrative dollars</li> <li>Transfer of funds from construction to non-construction or vice versa</li> <li>Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000</li> </ul>	
	<b>Program Extension (to increase period of availability of funds/period of performance) to</b>	
	<ul style="list-style-type: none"> <li>This extension will extend period of performance beyond the end of the term of the current grant agreement</li> </ul>	
	<b>Program Revision for:</b> <ul style="list-style-type: none"> <li>Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served.</li> <li>Changes in key personnel</li> <li>For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award</li> <li>Other, specify</li> </ul>	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that if revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

<b>Authorized Signature for Grantee:</b>	<b>Date / / Print Name &amp; Title:</b>
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<b>Program Rep. initial and date:</b>	<b>Program manager signature and date:</b>
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This request # \_\_\_\_\_ is \_\_\_\_\_ approved as requested  
 \_\_\_\_\_ approved with the modifications shown on the \_\_\_\_\_ denied  
 following pages numbered \_\_\_\_\_.

_____	Sandra L. Hawes, Associate Director, DCS
<b>Authorized signature for Mass. CDBG</b>	<b>Print name, title, and date</b>

NOTICE OF AWARD

To: Pavao Construction Co., Inc.  
1892 County Street  
Dighton, MA 02715

PROJECT DESCRIPTION: \_\_\_\_\_  
Elliot Lane Roadway Improvement Project, Fairhaven, MA  
Park Street and Sproat Street Infrastructure Improvements Project, Middleborough, MA

The Owner has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated September 19, 2013 and Information for Bidders. You are hereby notified that your BID has been accepted for items in the amount of: \$362,945.00 which includes the Combined Total Base Bid and Ordered Deductive Alternate I.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and Certificate of Insurance and all other forms included in the contract documents within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated: 10-7-13 OWNER: Town of Fairhaven - Board of Selectman

BY C. J. Sr.  
BY Robert K. Bl. 10-7-13  
BY [Signature]

Dated: \_\_\_\_\_ OWNER: Town of Middleborough - Board of Selectman

BY \_\_\_\_\_  
BY \_\_\_\_\_  
BY \_\_\_\_\_  
BY \_\_\_\_\_  
BY \_\_\_\_\_

Incorporated 1669  
344 Years of Progress



CRANBERRY CAPITAL  
OF THE WORLD



Todd A. Goldman  
Wastewater Superintendent

*Town of Middleborough*  
Massachusetts  
Department of Public Works  
48 Wareham Street  
Middleborough, MA 02346  
Phone 508-946-2485 Fax 508-946-2484

October 8, 2013

To: Board of Selectmen  
Attn: Stephen McKinnon

From: Todd Goldman  
Wastewater Superintendent

Re: Inoperable Vehicle – 1977 Chevrolet sludge truck VIN- CHV737V148875

Since the Water Pollution Control Facility has recently received the new sludge truck I am requesting that this vehicle be declared surplus. This vehicle had been declared unsafe to drive by the Town's mechanic. Pictures attached show the considerable amount of body / frame damage.

Cc: Charles Cristello  
Town Manager







LICENSE APPLICATION

Date... 10/2/13

Name of Business... Boutique Azaleia

Name of Applicant/Petitioner... Donna Rapchaw

Address/Location for Permit Use... 17 South main St

Assessor's Map and Lot# for Permit Use... Lot 50 P map 6275

Address of Applicant/Petitioner... 24 Di Castro Lane, Stoughton

F.I.D. # of Applicant/Petitioner...

Email Address...

Hours of Operation... Tues-Sat 10-5

Please provide description of merchandise for sale... Vintage furniture. I am moving from 465 Center St to 17 S Main Street. My business has grown and I need a bigger store. The 50 main St address will provide this for me. I would also like to ask to have the \$50.00 fee waived as this is my second move in 2013. Thank you.

Signature of Applicant: Donna M Rapchaw

TO: TREASURER/COLLECTOR
FROM: SELECTMEN'S OFFICE

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

Does this Property Owner/Petitioner/Applicant owe taxes/municipal charges: NO (Yes or No)

Signed: [Signature] (Treasurer/Collector) 6/16/13

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

NOTICE OF BETTERMENT AGREEMENT October 2, , 2013 .  
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 7, 2013 with Scott & Geraldine Riendeau  
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 175 Rocky Meadow Street  
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County

Registry of Deeds in Book 15597 , Page 342  
(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 One Thousand One Hundred & .00/100Dollars (\$ 21,100.00 ).  
(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.

\_\_\_\_\_  
**Stephen J McKinnon, Chairman**

\_\_\_\_\_  
**Allin Frawley, Vice Chairman**

\_\_\_\_\_  
**Ben Quelle**

\_\_\_\_\_  
**Leilani Dalpe**

\_\_\_\_\_  
**John M. Knowlton**

**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 Lakeville

Town Office Building  
346 Bedford Street  
Lakeville, MA 02347

OFFICE OF  
SELECTMEN  
TELEPHONE (508) 946-8803  
FAX (508) 946-0112

September 25, 2013

Charles Cristello, Town Manager  
Town of Middleborough  
Middleborough Town Hall  
10 Nickerson Avenue  
Middleborough, MA 02346

RE: First Amendment to Middleborough/  
Lakeville Intermunicipal Water Agreement

Dear Charlie:

Enclosed please find two (2) original, executed copies of the First Amendment to the Middleborough/Lakeville Intermunicipal Water Agreement between the Towns of Middleborough and Lakeville.

Would you please have the agreements executed by your Board, and return one (1) original copy to our office.

Sincerely,

Rita A. Garbitt  
Town Administrator

Enclosures

FIRST AMENDMENT TO MIDDLEBOROUGH/LAKEVILLE  
INTERMUNICIPAL WATER AGREEMENT

This Agreement made this 23rd day of September, 2013 by and between the Town of Middleborough ("Middleborough") and the Town of Lakeville ("Lakeville"). Middleborough and Lakeville acting by and through their respective Boards of Selectmen hereby amend the Intermunicipal Water Agreement between Middleborough and Lakeville dated July 30, 2012 (the "Agreement") as follows:

The Schedule of Existing Water Customers attached to the Agreement shall be amended to add a new residential customer located at 37 Bridge Street, Lakeville, MA as follows:

<u>Account #</u>	<u>Name &amp; Mailing Address</u>	<u>Service Address</u>	<u>Status</u>
New Account To Be Assigned	Barry E. Standish, Trustee Standish Family Realty Trust 2 Old Bridge Street Lakeville MA 02347	37 Bridge Street Lakeville MA 02347	New Account To Become Active

The parties hereby ratify and confirm the Agreement as hereby amended.

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  
By:

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

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

Town of Lakeville  
By:

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

# JONES DAY

100 HIGH STREET • BOSTON, MASSACHUSETTS 02110.1781  
TELEPHONE: +1.617.960.3939 • FACSIMILE: +1.617.449.6999

Direct Number: (617) 449-6895  
cmorrison@jonesday.com

August 30, 2013

Town of Middleborough  
c/o Charles J. Cristello, Town Manager  
10 Nickerson Avenue  
Middleborough, MA 02346

Re: Engagement Letter

Dear Charles:

This letter confirms our discussions concerning the scope, terms and conditions of our engagement by the Town of Middleborough (“Middleborough” or “you”) with respect to the dispute pertaining to the Mashpee Wampanoag Tribe. Thank you for retaining Jones Day in this engagement and for your consideration and cooperation concerning the matters covered in this letter.

1. Limited Scope of Engagement and Client Relationship

Any new or expanded engagement beyond that described above will require our agreement. Similarly, except as expressly set forth in this letter, any representation in this engagement of any person or entity other than the Town of Middleborough, such as individual Board members, individual departments or other political affiliations of Middleborough or other direct or indirect affiliate of Middleborough, will require our agreement. That is, our client is, and we are entering into an attorney-client relationship only with, the Town of Middleborough for this specific engagement. Please advise any of Middleborough’s direct or indirect affiliates, the Town, officials, boards, commission or departments who express any uncertainty or different understanding, that this engagement does not include any undertaking by Jones Day to represent any of them or create any attorney/client relationship between Jones Day and any of them.

2. Staffing

You have been designated as the person from whom we will take direction and to whom we will report in connection with this engagement. I and Chris Morrison will have primary responsibility for this engagement and we will be assisted by such other lawyers and service personnel as appropriate from time to time in order to provide high quality services in a cost-efficient manner. I will be the Partner generally responsible for Jones Day’s representation of Middleborough, including matters related to billing and staffing.

Charles J. Cristello  
August 30, 2013  
Page 2

3. Potentially Adverse Representations or Conflicts of Interest; Advance Waiver

Jones Day represents and in the future will represent many other clients. Some may be other governmental entities, or other individuals, entities, or companies with business and/or other interests that may be contrary to Middleborough's interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to Middleborough's interests.

Jones Day cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to Middleborough. We therefore ask Middleborough to confirm that Jones Day may continue to represent or may undertake in the future to represent any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to Jones Day's representation of Middleborough, as long as that other matter is not substantially related to this or our other engagements on behalf of Middleborough.

In the event of our representation of another client in a matter directly adverse to Middleborough, however, Jones Day lawyers or other service providers who have worked with Middleborough will not work for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning Middleborough acquired by Jones Day as a result of our representation of Middleborough will not be transmitted to our lawyers or others in the Firm involved in such matter.

In other words, we request that Middleborough confirm that (1) no engagement that we have undertaken or may undertake on behalf of Middleborough will be asserted by Middleborough either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify Jones Day from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to Middleborough, as long as that other matter is not substantially related to any of our engagements on behalf of Middleborough, (2) Middleborough hereby waives any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify Jones Day in any representation of any other client with respect to any such matter, (3) Middleborough has been advised by Jones Day, and has had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and its prospective waiver, (4) Middleborough's consent to these provisions is both voluntary and fully informed, and (5) Middleborough intends for its consent to be effective and fully enforceable, and to be relied upon by Jones Day.

Charles J. Cristello  
August 30, 2013  
Page 3

4. Compensation and Disbursements

Our fees are generally determined by the time devoted by each lawyer or other service provider involved in the engagement and the hourly billing rates assigned to each such person. Currently, hourly rates for our lawyers who are likely to be working on this matter range from \$385 to \$550 for partners. Our hourly rates are revised periodically, and we reserve the right to revise them from time to time during the course of our representation of Middleborough. We submit periodic billing statements (generally monthly), which are due and payable upon presentation.

If we require a retainer at any time, which we will apply to any unpaid fees, disbursements and charges or as we may otherwise agree with Middleborough. Any unused portion of a retainer is fully refundable when our representation is completed or terminated.

Unless we specifically agree, any fee estimate that we may provide is not a commitment to perform the services within a fixed time or for a fixed fee.

In addition to our fees, we expect our clients to defray certain costs and expenses incurred during our representation of them. A description of our Disbursements and Charges Billing Policies is enclosed. Please note that although our charges for non-cash costs incurred by the Firm reflect our good faith estimate of our actual, fully absorbed, out-of-pocket costs, those estimates may differ from our actual costs. Normally, disbursements and charges will be subject to reimbursement from Middleborough in the regular billing cycle. In some circumstances, however, such as in the case of particularly large items, we may ask Middleborough to pay these items directly or in advance.

5. Audit Letter Issues

We further want to advise you that, in responses to any requests by the Town to provide information to your auditors, our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information regarding the scope and content of such responses, except when such Policy is clearly inapplicable.

6. Procedures upon Termination; Return of Documents; Intellectual Property

Unless previously terminated, our representation of Middleborough will terminate upon our sending you our final statement for services rendered in this matter. In that case, or otherwise at your request, any papers and property sent by you to us will be returned to you. Our own files pertaining to the matter, including lawyer work product and administrative records, as well as document copies, will be retained by the Firm in accordance with our document retention policy. Subject to our obligations under the professional requirements applicable to this

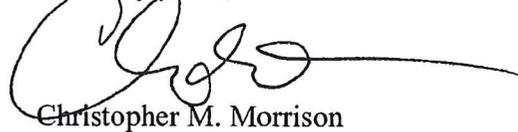
Charles J. Cristello  
August 30, 2013  
Page 4

engagement, we reserve the right to destroy or otherwise dispose of any documents or other materials, including electronic versions, retained by us after the termination of the engagement.

All intellectual property and other know-how developed by us in connection with this engagement, including subject matter expertise, whether or not preserved in written or electronic form, may be retained by us and used in connection with engagements on behalf of other clients, so long as no confidential information relating to Middleborough is thereby disclosed.

Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. If you would like to discuss any of these matters, please give me a call.

Sincerely yours,



Christopher M. Morrison

On behalf of the Town of Middleborough, the undersigned confirms that this letter accurately reflects the scope, terms and conditions with respect to this engagement and that the undersigned's execution and delivery of this confirmation on behalf of Middleborough has been duly authorized by Middleborough.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Charles Cristello

Title: \_\_\_\_\_

# MEMORANDUM

TO: Board of Selectmen  
FROM: Jackie Shanley, Executive Assistant  
DATE: October 21, 2013  
RE: **Licensing fees**



Attached is a survey of licensing fees in surrounding communities. Upon review of this data, it is recommended that the Board consider the following new fees.

## Recommended New Fee

- |   |             |
|---|-------------|
| ➤ Class III Automobile Dealer license (junk dealer) | \$200/yr.   |
| ➤ Common Victualler license                         | \$50/yr.    |
| ➤ Entertainment license (Monday-Saturday)           | \$50/yr.    |
| ➤ All Alcoholic Beverages – Package Store           | \$1,600/yr. |
| ➤ Wine & Malt Beverages – Package Store             | \$1,000/yr. |
| ➤ All Alcoholic Beverages – Common Victualler       | \$1,800/yr. |
| ➤ Wine & Malt Beverages – Common Victualler         | \$1,200/yr. |
| ➤ All Alcoholic Beverages - Club                    | \$1,400/yr. |

Attachment

# NEWS Fee \* hike?

Common victualler, all-alcoholic licenses could see cost increase

By Carol Britton Meyer  
cmeyer@wickedlocal.com

A recent survey of 19 comparable communities found that Hingham's all-alcoholic common victualler license fees are far lower than some of the other towns.

Town Administrator Ted Alexiades recently recommended increasing the annual fee in that liquor license category only - to \$4,000.

The Selectmen are seeking input from citizens and the 26 establishments in Hingham that hold that particular type of license.

"This is part of our ongoing effort to look at what we are charging for various services. Several other towns are doing the same," Selectmen Chair Bruce Rabuffo said. "We don't want to over- or under-charge."

Licensing Assistant Sharon Perfitti conducted the survey, with the following results:

- Hingham charges a fee of \$2,000 a year, while Braintree's fee is \$2,500; Andover's, \$4,500; Concord's, \$4,000; Hanover's, \$2,500; Hull's, \$2,700; Lexington's, \$3,500; Milton's, \$2,500;

SEE FEE, 4

# NEWS

QUESTIONS? Contact Editor Mary Ford at 781-741-2933 or mford@wickedlocal.com

## FEE

Continued from 1

Needham's, \$4,225; Wellesley's, \$3,600; Westwood's, \$5,000; Weymouth's, \$2,600; and Winchester's, \$3,500.

• Several communities charge the same and others less than Hingham's current fee: Canton, \$2,000; Cohasset, \$1,875; Dedham, \$1,920; Marblehead, \$1,500; Norwell, \$2,000; Quincy, \$2,000; Rockland, \$1,500; and Scituate, \$1,600.

The Selectmen will contact each of the 26 establishments by letter to inform them that a fee hike is under consideration.

"The additional revenue from these fees would allow us to put another Hingham police officer on the street," Alexiades said. "The town has many restaurants all over

**"The additional revenue from these fees would allow us to put another Hingham police officer on the street."**

Town Administrator Ted Alexiades

town, and they are all great establishments with really good track records. But things can happen [that require police attention]. Police coverage is important."

The issues will be addressed again at the board's Oct. 24 meeting.

*Contact the Selectmen's Office, (781) 741-1400 with comments about the proposal or to view a copy of all the liquor license fees charged by comparable towns as compared with Hingham's.*

## PLAN

Continued from 1

needs and the best interests of its citizens.

The meeting will focus on building a shared understanding of the existing land use, zoning, tax revenue, as well as development trends and conditions in Hingham. The goal is to solicit community input to help guide future growth.

The meeting will include:

- preliminary results of the build-out capacity analysis;
- presentation of a set of indicators that measure the impacts of potential future development against common-

opportunities and obstacles facing the town and what short- and long-term issues the town should focus on. A follow-up meeting is scheduled for Wednesday, Nov. 13.

As part of the process, the PB — with assistance from Director of Community Planning Mary Savage-Dunham — is looking at the 2001 goals and objectives to see what didn't get done and whether they are still valid and to consider other things that perhaps should be looked at.

The PB is working with the Metropolitan Area Planning Council through a \$60,000 grant to update the Master Plan.

## PROGRESS REPORT

# School Committee/Superintendent goals for the 2012-2013 school year focused in part on academic excellence and helping students acquire 21st-Century skills.

By Carol Britton Meyer  
cmeyer@wickedlocal.com

School Committee/Superintendent goals for the 2012-2013 school year focused in part on academic excellence and helping students acquire 21st-Century skills.

An end-of-year progress report was presented at a recent SC meeting. In response to the academic excellence/21st-Century Skills goal, a South Shore area group of interested educators was formed, including ones from Hingham, for the purposes of developing best practices, sharing professional development, and exploring innovative ideas that might enhance the implementation of 21st-Century skills.

Hingham hosted two meetings of this group last November and January, and a third one was held in March at a different location. Sixteen communities are participating. The meetings will continue during the new school year due to the many benefits of this joint effort, including sharing program ideas, networking, talking about experiences and ideas for expanding global focus, and incorporating 21st-Century skills and learning experiences for students.

Another goal was to con-

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Tech The focus c at all be an Octobe follow Comm date.

Ther an-onli gram and to evaluat as to h enrollr meet s terests. Anot the effe broadc

License	Middleborough Amount	Carver Amount	Lakeville Amount	Wareham Amount	Bridgewater Amount	E.B. Amount	Marion Amount	Mattapoisett Amount	Kingston Amount	Halifax Amount	Hanover Amount	Hingham Amount
Class I - New Cars	\$200.00	\$100.00	\$200.00	\$150.00	\$200.00	\$100.00	\$100.00	\$100.00	\$100.00	\$125.00	See below	\$100.00
Class II - Used Cars	\$200.00	\$100.00	\$200.00	\$150.00	\$200.00	\$100.00	\$100.00	\$100.00	\$100.00	\$125.00	See below	
Class III - Junk	\$100.00	\$100.00	\$200.00	\$150.00	\$200.00	\$100.00	N/A	\$100.00	\$100.00	\$125.00	See below	
Automatic Amusement	\$100/device	\$20 /device	\$100 per machine		\$100.00	\$100/device	\$60.00 each	\$25.00	\$20.00	20.00/machine	\$50/device	\$100.00
Common Victualler	\$25.00	\$50.00	N/A	\$80.00	\$100.00	\$50.00	\$60.00	\$50.00	\$25.00	\$25.00	\$75.00	
Entertainment	(Mon.-Sat.) \$25	\$50.00	\$50 outdoor		wkday/\$450 - Sun./\$375	\$100.00	\$60.00	\$35.00	\$100.00	wkday/\$75 - Sun./\$120	\$50.00	\$100.00
Sunday Entertainment	\$100/year round flat rate or \$10/day if begins before 1 PM \$50/year round flat rate or \$5/day if begins after 1 PM											
Thrift Consignment	\$50.00		\$25.00		n/a	\$50.00				\$75.00	10.00	
All Alcohol - Package Store	\$1,400.00	\$1,300.00	\$1,500.00	\$2,100.00	\$1,775.00	\$750.00	\$1,200.00	\$1,500.00		\$1,200.00	2,000.00	\$1,700.00
Wine & Malt - Package Store	\$800.00	\$750.00	\$700.00		\$1,475.00	\$500.00	\$1,200.00	\$1,500.00	\$1,000.00	\$700.00	2,000.00	\$1,000.00
All Alcohol - Club	\$1,200.00		\$1,000.00	\$1,200.00	\$1,525.00		\$1,000.00		\$750.00	\$700.00	1,200.00	\$2,000.00
Wine & Malt Common Victualler	\$1,000.00	\$750.00	\$700.00	\$1,250.00	\$1,475.00	\$500.00		\$2,000.00	\$1,000.00	\$700.00	1,500.00	\$2,000.00
All Alcohol - Common Victualler	\$1,600.00	\$1,300.00	\$1,500.00	\$2,100.00	\$2,025.00	\$900.00	\$1,400.00	\$2,000.00	\$2,000.00	\$1,250.00	2,500.00	\$1,500.00
Change of License fee	\$75.00	\$75.00	N/A	<i>Entertainment-fees broken down</i>	\$100 (no alcohol)/\$150 (alcohol)			\$50.00				\$50.00
				\$250 - Arcade			Sunday package store opening \$25					
One-day All Alcohol	\$50	<i>One Day License</i>		\$125-Automatic Devices								
One-day Beer & Wine	\$30	\$30/Profit		\$125-Billard/Pool Table								<b>Hanover - Class I, II, III</b>
Pawnbroker	\$100	\$15/Non-Profit		\$150-Live Entertainment weekdays								0-21 cars = \$250.00
				\$150-Dancing weekdays								22-99 cars = \$500.00
				\$125-Juke Box weekdays								100-199 cars = \$1,00.00
				\$325-Entertainment Sundays								200-300 cars = \$1,500.00

## **GOALS 2013-2014**

**Attracting Businesses/Get On Tourism Map**

**Rotary Improvements/ Reach Out To Region**

**Collaboration Among Departments/More  
Communication Between Boards & Committees**

**Financial Liability of Regionalization (Retirement)**

**Single Page Permitting Guidelines**

**Nemasket Flooding**

**Increase Recycling and Trash Pickup**

**Assess Impacts of New Proposed Development**

**Collaborate With More Towns re Grants**

**Improve Bio Ready Status**

**Bond Issue For Road Improvements**

**Assess Operating Costs**

**Attraction of Green Energy**