

NEW BUSINESS

11-18-13

Eckert Seamans Cherin & Mellott, LLC
Two International Place, 16th Floor
Boston, MA 02110

TEL 617 342 6800
FAX 617 342-6899

**ECKERT
SEAMANS**
ATTORNEYS AT LAW

Grace Lee
glee@eckertseamans
(617) 342-6809

November 11, 2013

Delivery by Mail and Email

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

RE: Designation as a Surrounding Community

Dear Mr. Cristello:

As required by Massachusetts Gaming Commission ("MGC") regulations at 205 CMR 125.01(a)(1), this correspondence serves as a formal notice of designation that the Town of Middleborough is being designated as a "surrounding community" by Category 2 Applicant Raynham Park LLC in its RFA-2 Application. As you may know the regulations require that the Executive Officer of the Town, or a designee, submit to the MGC a written assent to the surrounding community designation within 10 days of receipt of the RFA-2 Application, by the MGC, which was on October 4, 2013. As the MGC has extended the time a community could seek designation as a surrounding community, your written assent to the MGC should be submitted within 10 days of receipt of this letter.

If you have any questions or concerns regarding this matter, feel free to contact me at your convenience.

Sincerely,



Grace H. Lee

Cc: Alan Kohler, Esq. (by email only)
Thomas Bonner, Esq. (by email only)



MACKIE
SHEA
O'BRIEN^{LLP}

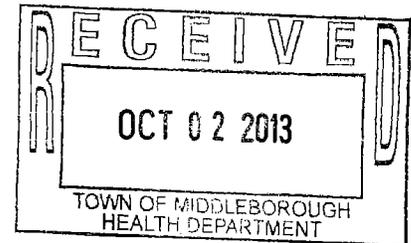
COUNSELORS AT LAW

420 Boylston Street, Boston, MA 02116 • p 617 266 5700 f 617 266 5237

www.lawmso.com

October 1, 2013

Jeanne C. Spalding
Health Officer
Town of Middleborough Health Department
20 Centre Street
Middleborough, Massachusetts 02346



Re: Proposal for Hearing Officer Services

Dear Ms. Spalding:

Thank you for inviting me to submit a proposal to the Middleborough Board of Health to act as a Hearing Officer for the major modification to site assignment for the Middleborough Landfill. I would be happy to serve as Hearing Officer for the Town of Middleborough Board of Health. I have enclosed our firm's Statement of Qualifications so that you can see the array of services we offer.

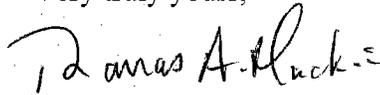
With regard to my qualifications I am a trained mediator and served as a mediator for the MassDEP in its pilot wetlands mediation program for several years. As described in my enclosed Statement of Qualifications I am also very experienced in solid waste law and regulation, with over 25 years of experience representing public and private owners and operators of solid waste facilities before local boards of health in site assignment hearings, before the courts on appeals of site assignments (including two cases before the Massachusetts Supreme Judicial Court), and before the MassDEP and the US EPA in permitting and enforcement matters. I am the author of the Chapter on Solid Waste Law and Regulation in Massachusetts in the Massachusetts Continuing Legal Education Treatise on Environmental Law, Chairman of the Environmental Business Council of New England Solid Waste Committee, on the Steering Committee of the Massachusetts Chapter of the National Solid Wastes Management Association and have written for, spoken at and chaired numerous conferences and programs on solid waste law and regulation.

I also suggest that you consider my law partner, John F. Shea, who would also be happy to serve as Hearing Officer. John has been a Hearing Officer in over 25 site assignment hearings for a wide range of projects, proponents and town boards of health as described in his enclosed Hearing Officer Statement of Qualifications.

Our estimate for Hearing Officer services for an uncontested site assignment hearing is \$10,000. Our firm bills by the hour. Both Attorney Shea and I charge the same billing rate of \$440/hour. In addition to the hourly rate, the firm charges for disbursement and expenses such as travel which should be minimal in this case. While we cannot anticipate exactly the length of this site assignment hearing, our experience is that one night of public hearing is all that is usually required for an uncontested site assignment. In addition to attending and presiding over the public hearing itself, the Hearing Officer reviews all of the application materials and filings by the parties, holds at least one pre-hearing conference call among the representatives of the parties and manages the exhibits that are filed in the public hearing. Of course, if the site assignment is contested, or multiple parties participate in the public hearing, the costs will be higher, reflective of the additional possible nights of hearing, filings and possible rulings required of the Hearing Officer.

As you may be aware, the Board of Health is entitled to charge the applicant a public hearing fee that will defray the entire cost of the Hearing Officer. See the attached copies of the relevant Site Assignment Regulations for further information on assessing the application fees. If the Board elects to proceed with one of us as Hearing Officer, please contact us and we will prepare a fee agreement for signature by the Board. Otherwise, do not hesitate to contact us if you have any questions.

Very truly yours,



Thomas A. Mackie

Enclosures

cc: John F. Shea

137100.0.035
November 8, 2013

Ms. Jeanne C. Spalding
Middleborough Health Department
Town Office Building
20 Centre Street
Middleborough, MA 02346-2252

**Re: Technical Consultant Services Proposal
Middleborough Sanitary Landfill
Middleborough, MA**

Dear Ms. Spalding:

Thank you for taking the time last week to meet with me to discuss the ongoing site assignment process for the Middleborough Sanitary Landfill. As we discussed, Tighe & Bond has extensive experience providing solid waste engineering and site assignment services to both public and private clients throughout Massachusetts. In particular we have provided the same type of technical assistance services you are requesting to the City of Holyoke and the City of Chicopee during site assignment of a solid waste transfer station and expansion of a sanitary landfill in their communities. We have also prepared site assignment applications for multiple facilities in Massachusetts including sanitary landfill expansions and solid waste transfer facilities. A brief summary of our recent site assignment experience is included in Appendix A, and a more detailed listing of our overall solid waste qualifications is attached as Appendix B.

Based on our recent meeting, it is our understanding that Waste Management submitted a site assignment modification application which proposes an increase in the allowable maximum daily disposal tonnage for the landfill, and that the Board of Health would like to engage an engineering consultant to complete a review of the site assignment application materials and provide technical advice throughout the site assignment process. Following a review of the site assignment modification application and public comments submitted by landfill abutters, the Massachusetts Department of Environmental Protection (MassDEP) issued a Request for Additional Information regarding potential issues with odors, noise, litter, diesel fumes, traffic, health risks, property devaluation, and site entrance improvements. Waste Management's consultant is currently working on a response to MassDEP's request, and it is anticipated that the site assignment hearings for the tonnage increase will be scheduled for some time in late November or December of this year.

Scope of Services

As requested, we have put together the following scope of services to provide you with an estimate of the effort required to review the site assignment modification materials and provide technical advice to the Board of Health.

Task 1 – Site Assignment Modification Review

We will complete a detailed technical review of the original site assignment modification application as well as supplemental information provided by Waste Management per MassDEP's request. Our review will be based on compliance with current state and local regulations as well as general good engineering practice. It is anticipated that our review and comments will focus on the multiple nuisance issues raised in MassDEP's request for additional information including odors, noise, litter, diesel fumes, traffic, and potential health risks.

Following our review of the application and supplemental information, we will prepare a written technical memorandum summarizing our review comments and outlining concerns raised during our review of the subject materials.

Task 2 – Site Assignment Hearings

A representative from Tighe & Bond will be present at the site assignment hearings on behalf of the Board of Health to provide technical advice and offer testimony if requested. Based on our conversation, we have assumed attendance at two hearings will be required.

Fee

Due to the scope of work variables, Tighe & Bond recommends that technical consulting services be performed on an hourly rate plus expenses basis. For budgeting purposes we suggest an initial budget of \$7,500 be established based on the above scope. These services will be invoiced in accordance with the attached rate schedule. Tighe & Bond will contact you for approval if it is anticipated that the initial budget estimated will be exceeded. Our attached Terms and Conditions is part of this letter agreement.

Excluded Activities

In an effort to provide you with a reasonable estimate for the desired services, we have prepared the proposed scope of services based upon our understanding of your needs. In this same regard, the following items were not included in the development of our budgetary estimate. If these services are required, we will modify our proposal accordingly to meet your needs.

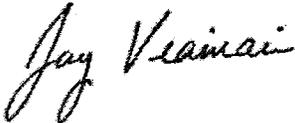
- Design services

- Review of Phase III Authorization to Construct documents

We appreciate the opportunity to provide this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to contact me at 413.572.3281 or via email at jpviamari@tighebond.com.

Very Truly Yours,

TIGHE & BOND, INC.



Jay Viamari, P.E., LEED AP
Senior Project Manager
T 413.572.3281
C 413.636.2236
E jpviamari@tighebond.com

C:\Users\jpv.DOMAIN\Desktop\Middleborough scope.doc

Acceptance

On behalf of the Town of Middleborough the scope, fee, and terms of this proposal are hereby accepted.

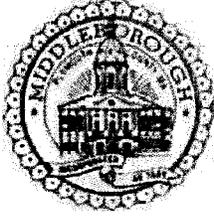
Authorized Representative

Date

	Principals of the Firm (FJH)	Senior Project Manager (JPV)	Project Manager	Project Engineer (DJB)	Total Hours	Billable Labor	Expenses	Total
Technical Assistance for Site Assignment								
Review Site Assignment Application and Supplemental Submission	2	8	5	8	23	\$ 3,170.00	\$ -	\$ 3,170.00
Prepare Review Comments Memorandum	1	4	3	8	16	\$ 2,095.00	\$ -	\$ 2,095.00
Discuss Comments with BOH (Conf. Call)	0	2	0	0	2	\$ 280.00	\$ -	\$ 280.00
Attend Public Hearing No.1	0	6	0	0	6	\$ 840.00	\$ 130.00	\$ 970.00
Attend Public Hearing No.2	0	6	0	0	6	\$ 840.00	\$ 130.00	\$ 970.00
Task 1.0 Subtotal	3	26	8	16	53	\$ 7,225.00	\$ 260.00	\$ 7,485.00
Total	3	26	8	16	53	\$ 7,225.00	\$ 260.00	\$ 7,485.00

Town of Middleborough

Information Technology Department



Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Telephone: 508-946-2435

Fax: 508-946-6060

November 13, 2013

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

RE: Multi-State Information Sharing & Analysis Center (MS-ISAC)

Dear Honorable Board Members,

Please be advised that the Town of Middleborough is interested in becoming a member of the Mutli-State Information Sharing & Analysis Center (MS-ISAC). In order to do so, the Town must enroll in the MS-ISAC membership agreement, which has been reviewed by Town Counsel, Mr. Dan Murray. Attached please find a copy of the MS-ISAC Member Agreement.

The MS-ISAC works collaboratively with the Office of Cybersecurity and Communications within the U.S. Department of Homeland Security (DHS). The MS-ISAC was designed by DHS as a key resource for "cyber threat, prevention, protection, response and recovery" for state and local governments. All 50 states are members, as well as the City of Boston, MA.

The Town of Middleborough shall pay no cost to be an MS-ISAC member and shall benefit from MS-ISAC's 24/7 security operations center, incident response resources, Cyber security advisories and Cyber event notifications, to name a few. Once the Town has become a member, this critical information distributed by MS-ISAC shall be shared with all of Middleborough's technology departments.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you.

Sincerely,

Ellen M. Driscoll,
Technology Systems Administrator

Tara Pirraglia,
I.T. Administrator

cc: Mr. Charles Cristello,
Town Manager



MULTI-STATE Information Sharing & Analysis Center™

A DIVISION OF



CENTER FOR
INTERNET SECURITY

Benefits of Membership

The Multi-State Information Sharing and Analysis Center (MS-ISAC) is a voluntary and collaborative effort based on a strong partnership with the Office of Cybersecurity and Communications within the U.S. Department of Homeland Security (DHS). The MS-ISAC has been designated by DHS as the key resource for cyber threat prevention, protection, response and recovery for the nation's state, local, territorial and tribal (SLTT) governments. Through its state-of-the-art 24/7 Security Operations Center, the MS-ISAC serves as a central resource for situational awareness and incident response for SLTT governments.

There is no cost to be a Member

"The [MS-ISAC] new operations center builds on a long-standing information sharing partnership between MS-ISAC and the Department and will both enhance situational awareness at the state and local level...and allow the federal government to quickly and efficiently provide critical cyber risk, vulnerability, and mitigation data to state and local governments."

U.S. DHS Secretary Janet Napolitano, November 2010

For more information please visit

www.msisac.org



- 24/7 security operations center
- Incident response resources
- Cyber security advisories
- Cyber event notifications
- Daily cyber tips
- Network monitoring
- Secure portals for communication and document sharing
- Alert status map
- Top attacking sites
- Monthly newsletters
- Bi-monthly webcasts
- Monthly webcast meetings
- Annual membership meeting
- Monthly threat briefings
- Cyber security exercises
- Awareness/education materials
- Training discounts

Multi-State Information Sharing and Analysis Center
31 Tech Valley Drive
East Greenbush, NY 12061
Phone: 518-266-3460
Email: info@msisac.org

William F. Pelgrin, Chair
Thomas F. Duffy, Executive Director

Frequently Asked Questions

Who can join the MS-ISAC?

Membership is open to all state, local, territorial, and tribal government entities involved in cyber security and/or critical infrastructure protection.

Who are the members?

The MS-ISAC currently includes representatives from all 50 states, all 50 state capitals, dozens of local governments and several U.S. territories.

What does it cost to join the MS-ISAC?

There is no cost to join the MS-ISAC. It is primarily supported by the U.S. Department of Homeland Security to serve as the central cyber security resource for the nation's state, local, territorial and tribal governments. The MS-ISAC is a division of the national not-for-profit Center for Internet Security.

Can the MS-ISAC help me with a cyber incident?

Yes. The MS-ISAC's Computer Emergency Response Team (MS-ISAC CERT) comprises highly trained staff who are able to assist you with a cyber security incident. MS-ISAC CERT can provide malware analysis, reverse engineering, log analysis, and forensics analysis.

Can other members of my organization join?

Yes. Each organization designates a "Primary Member" who is then responsible for authorizing additional individuals in their organization to become members.

Are there any requirements to joining?

The only requirement is the completion of a membership agreement, which sets forth the responsibilities of members to protect information that is shared.

Are there any educational or training resources available?

Yes. In addition to advisories and information bulletins regarding the latest cyber threats and vulnerabilities, the MS-ISAC provides a variety of educational, awareness, and training resources and opportunities.

Does the MS-ISAC work with federal agencies, private sector groups, and the other ISACs?

Yes. The MS-ISAC works closely with federal partners at DHS, along with FBI, Secret Service and others to better share information on emerging threats. The MS-ISAC also has strong relationships with major ISPs, cyber security firms, researchers, and software developers.

How do I join?

Contact the MSISAC at info@msisac.org or visit www.msisac.org to learn more.

CENTER FOR INTERNET SECURITY
MULTI-STATE ISAC
Member Agreement

This Agreement ("Agreement") is made between the Town of Middleborough, MA and the Multi-State Information Sharing and Analysis Center of the United States (MS-ISAC), a division of the Center for Internet Security.

The MS-ISAC will enable information sharing, analysis, gathering and distribution in a secure manner using facilities and methods designed to permit individual Members to submit information about security threats, vulnerabilities, incidents, and solutions securely. Only MS-ISAC members have access to review and retrieve this information. When submitting information to the MS-ISAC, Primary Custodians will identify information to the MS-ISAC in the following categories:

Category A: information that is provided only to the MS-ISAC and will not be shared with the MS-ISAC members or others except as authorized by the Primary Custodian. Category A information also consists of any non-categorized information provided to the MS-ISAC and/or pre-cleansed category B information.

Category B: information which is shared with the MS-ISAC and in consultation with the Primary Custodian is cleansed by the MS-ISAC of all identifying information and then, consistent with applicable laws, will be shared only with MS-ISAC members, or the Department of Homeland Security consistent with paragraph six (6).

Category C: information which is shared with the MS-ISAC and does not need to be cleansed and may be shared within the MS-ISAC and outside the MS-ISAC as appropriate.

MS-ISAC members acknowledge that Primary Custodian has certain cyber and/or critical infrastructure information and material that is exempt from disclosure to the public or other unauthorized persons under federal or state laws including the Homeland Security Act of 2002 (6 U.S.C. § 133). MS-ISAC members may provide access to this information and material in order to facilitate interstate communication regarding cyber and/or critical infrastructure readiness and response efforts. These efforts include, but are not limited to, disseminating early warnings of physical and cyber system threats, sharing security incident information between U.S. states, territories, the District of Columbia, tribal

nations and local governments, providing trends and other analysis for security planning, and distributing current proven security practices and suggestions. As a participating member of the MS-ISAC, Primary Custodian agrees that when sharing this information with MS-ISAC members it will do so through the MS-ISAC in accordance with the categories established in this document. MS-ISAC members agree to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the above promises recited herein, the parties agree to the following:

Definitions:

1. Primary Custodian – the entity that developed or owns the Data. Each collection of Data (database, file, etc.) shall have a single Primary Custodian.
2. MS-ISAC members – the members (U.S. states, territories, the District of Columbia, tribal nations and local governments) who may be in possession or use of Data acquired from the Primary Custodian or from the MS-ISAC.

Purpose:

3. MS-ISAC members acknowledge that the protection of Category A information is essential to the security of Primary Custodian and the mission of the MS-ISAC. The purpose of this Agreement is to enable Primary Custodian to make disclosures of Category A information to MS-ISAC while still maintaining rights in, and control over, Category A information. The purpose is also to preserve confidentiality of the Category A information and to prevent its unauthorized disclosure. It is understood that this Agreement does not grant MS-ISAC or members an express or implied license or an option on a license, or any other rights to or interests in the Category A information, or otherwise. If Primary Custodian retracts any information it sent to the MS-ISAC, then, upon notification by the Primary Custodian, the MS-ISAC will destroy such information and all copies thereof, and notify MS-ISAC members to destroy the information. If an MS-ISAC member is unable to destroy the information based on applicable law, then the member will continue to maintain the confidentiality of the information consistent with

this agreement. Upon receiving such notification, MS ISAC members will destroy such information and all copies thereof.

MS-ISAC and Member Duties:

4. MS-ISAC and members who are authorized by the Primary Custodian to receive Category A information shall, and shall cause their contractors, subcontractors, agents or any other entities acting on their behalf (hereinafter referred to as the "Affiliates") to:
 - (a) copy, reproduce or use Category A information only for the purposes of the MS-ISAC mission and not for any other purpose unless specifically authorized to do so in writing by Primary Custodian; and
 - (b) not permit any person to use or disclose the Category A information for any purpose other than those expressly authorized by this Agreement; and
 - (c) implement physical, electronic and managerial safeguards to prevent unauthorized access to or use of Category A information.

Such restrictions will be at least as stringent as those applied by the MS-ISAC and/or members to their own most valuable and confidential information.

MS-ISAC agrees to promptly notify Primary Custodian of any unauthorized release of Category A information.

5. MS-ISAC and members will not remove, obscure or alter any notice of patent, copyright, trade secret or other proprietary right from any Category A information without the prior written authorization of Primary Custodian.

Multi-State ISAC Duties:

6. The MS-ISAC and members may share with the Department of Homeland Security (DHS) pursuant to 6 U.S.C. § 133, Category A, B, and C information, unless the Primary Custodian has designated in writing that the information in question cannot be shared with our federal partners. All other information is voluntarily submitted and may be shared with the Federal Government with expectation of protection from disclosure as provided by the provisions of the Critical Infrastructure Information Act of 2002.

7. If any third party makes a demand for any Category A or B information, the MS-ISAC or member shall immediately forward such request to the Primary Custodian and consult and cooperate with the Primary Custodian and will make reasonable efforts, consistent with applicable law to protect the confidentiality of the information. Primary Custodian will, as needed, have the opportunity to seek judicial or other appropriate avenues of redress to prevent any release.
8. In non-emergency situations, as part of its multi-state communication sharing efforts, the MS-ISAC may prepare written reports. For such reports, the Primary Custodian shall be provided a period of time to review such reports, papers, or other writings and has the right to edit out its Category A information, correct factual inaccuracies, make recommendations and comments to the content of the report, and append comments to the final version of the report. The MS-ISAC members and Primary Custodian agree to work together in good faith to reach mutually agreed upon language for the report. If the parties are unable to reach agreement on an issue, Primary Custodian has the right to edit out its Category A information.

General Terms:

9. Should any court of competent jurisdiction consider any provision of this Agreement to be invalid, illegal, or unenforceable, such provisions shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision(s).
10. The term of the Agreement shall continue so long as Primary Custodian remains a member of the MS-ISAC, and paragraph 3 the obligations of confidentiality as provided herein shall survive the expiration of this Agreement.
11. This Agreement will be construed and enforced in all respects in accordance with United States (U.S.) federal law or other applicable laws as addressed herein.
12. This Agreement contains the entire understanding between the parties with respect to the proprietary information described herein and supersedes all prior understandings whether written or oral. Any modification, amendment, assignment or waiver of the terms of this Agreement shall require the written approval of the authorized representative of each party.

The foregoing has been agreed to and accepted by the authorized representatives of each party whose signatures appear below:

AGREED BY:

**Center for Internet Security
Multi-State ISAC Division**

Primary Custodian:

Signature

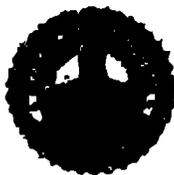
Date

Signature

Date

MS-ISAC Chair

Print or Type Name/Title



Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 11/4/13 William Fuller Applying Service of N.F.
 NAME OF APPLICANT
 ADDRESS OF APPLICANT 13 WEST END AVE
 ASSESSORS MAP & LOT 449 15575
 DAYTIME TELEPHONE 508 923 4744

NAME OF BUSINESS Alice Theatre
 OWNER OF PROPERTY TO BE LICENSED HOWARD TRUST
 ADDRESS OF PROPERTY TO BE LICENSED 135 CENTERS
 ASSESSORS MAP & LOT 52P 15389

TYPE OF LICENSE REQUESTED (Check One)

- 1st Hand Furniture
- 2nd Hand Clothing
- Class I License
- Class II License
- Class III License
- Liquor License Beer, Wine
- Cosmopolitan
- Automatic Amusement
- Entertainment
- Other

Anticipated Start Date for the November 19th - 6:30-11pm
 Hours requested: documentary screening

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

Signature [Handwritten Signature]

DATE OF HEARING _____ APPROVED/REVISED _____

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

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

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

[Large Handwritten Signature]

Barbara A. Holton
68 Purchase St.
Middleboro, MA 02346

Board of Selectman
10 Nickerson Ave.
Middleboro, MA 02346

Re: Jersey Barriers

Board of Selectman,

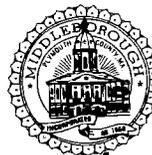
Again I am requesting that you step in and vote to remove materials set in front of 68 Purchase Street at the request of the town manager in an effort to close an already closed campground. Regardless of what you thought that I might do it was not needed and I believe another step to harass and torment a business that gave this town thirty years of tourists and family oriented vacations. The winter is coming and your poles and barricades will hinder our ability to plow our driveway and probably ruin some of the towns' equipment if they run into them. I did ask at the town managers office and as usual nothing has been done. I might add they were placed there in a hurry and guarded at his request but it seems the ability to harass us continues even though it is over. Please remove the barricade as there is not or has been any need for it.

Regards,



Barbara A. Holton

11/13/13



Town of Middleborough
Board of Selectmen

Jacqueline M. Shanley
Executive Assistant

Received
11-13-13

Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

Tel: 508-946-2405
Fax: 508-946-0058
Email: jshanley@middleborough.com



Mr. Charles Cristello
Middleborough Town Manager
10 Nickerson Ave.
Middleborough, MA. 02346

November 4, 2013

Dear Mr. Cristello,

We will be holding our 30th annual Cape Cod Getaway MS Bike Ride on June 28th and 29th, 2014. This two day, 150 mile bicycle tour attracts 2100 cyclists, who ride from Boston, Mass. to Provincetown, Mass. to raise funds to support the National Multiple Sclerosis Society.

We respectfully request the use of local and state roads in the town of Middleborough for the ride on June 28th. I have enclosed cue sheets showing our proposed route. Cyclists will be instructed to ride single file, on the right side of the road, and to follow all vehicle laws, including stopping at red lights and stop signs.

We will hire Middleborough police officers to work safety details. We operate a support team consisting of medical personnel, bicycle mechanics, and amateur (HAM) radio operators. Our lead HAM radio operator monitors all emergency radio frequencies, so that we can close or redirect our route should that become necessary.

Please let me know if there are additional steps, permits or permissions I must take to assure approval of the town of Middleborough to host our event. I have also provided an Event Notification Form from the Massachusetts Department of Transportation that you can use to indicate your approval for our request.

If you need any further information or have any questions regarding this request please don't hesitate to call me. Thank you for your continued support of the Cape Cod Getaway MS Bike Ride.

Best Regards,

Bill Sykes
Sport Coordinator
Promoter Line, Inc
East Coast Office
508 746 3207 o / 508 746 1695 f / 508 954 9037 c
www.promoterline.com

EVENT NOTIFICATION FORM

Date: _____

Dear Sir / Madam,

Please be advised that the City/Town of _____ has notified the Board of Selectman/City Council, Local Police/Fire Department and if applicable the State Police of its intention to conduct road work/parade/race/or **other events** in or through the City/Town of _____

The Board of Selectmen/City Council understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed work or event.

The Grantee must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or State Police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit. All officials listed below shall assume all responsibility and liability for all activity associated under their jurisdiction.

LOCAL POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

FIRE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____

STATE POLICE DEPARTMENT

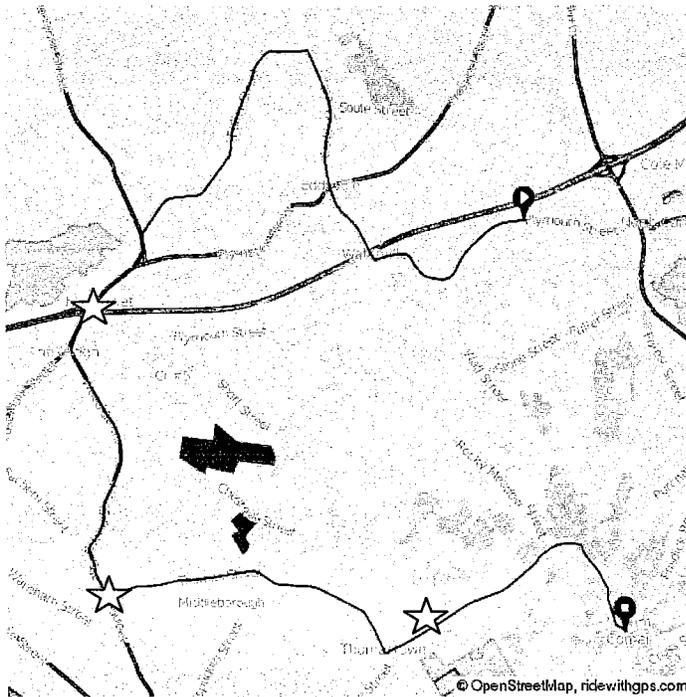
Signed: _____

Title: _____

City/Town: _____

MS Cape Cod Getaway – Through Middleboro

☆ =POLICE



56	1.1	Middleboro	10:11:17	14:43:12
56.45	1.55	Slight right to stay on Plymouth St	10:12:35	14:46:26
57.13	0.68	Turn right onto Carmel St	10:14:32	14:51:20
57.57	0.44	Slight right to stay on Carmel St	10:15:48	14:54:30
57.76	0.19	Continue onto Cedar St	10:16:21	14:55:52
58.8	1.04	Turn left onto Winter St	10:19:21	15:03:22
59.25	0.45	Continue onto Fuller St	10:20:38	15:06:36
60.86	1.61	Continue onto MA-105 S/Thompson St	10:25:17	15:18:12
61	0.14	Rest Stop 5 Middleboro Church	10:25:41	15:19:12
61.62	0.76	Slight left onto MA-105 S/Plympton St	10:27:28	15:23:40
61.97	0.35	Turn left at Plymouth St	10:28:28	15:26:11
62.01	0.04	Continue straight onto Wood St	10:28:35	15:26:28
63.59	1.58	Turn left onto Sachem St	10:33:08	15:37:51
63.61	0.02	Turn right to stay on Sachem St	10:33:12	15:38:00
63.98	0.37	Turn left onto Thomas St	10:34:16	15:40:39
65.96	1.98	Continue onto Chestnut St	10:39:58	15:54:55
66.31	0.35	Turn left onto Purchase St	10:40:58	15:57:26
68	1.69	Turn right onto Carver St	10:45:50	16:09:36

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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: Health Insurance Opt Out for Retirees

DATE: November 15, 2013

This year through collective bargaining the Town has been offering an incentive to town employees to opt out of the Town's health insurance plan. I was recently approached by a representative of the Town's retirees' association with a request to extend the incentive to Town retirees. I see no reason not to extend the incentive since it benefits both the Town and the retirees.

I propose that you adopt the following policy which I have adapted from the language we have put in our collective bargaining agreements.

It is the policy of the Board of Selectmen that:

Effective July 1, 2013, a retiree who has been enrolled in a Town health insurance plan continuously since July 1, 2011, and is eligible to continue to be enrolled, will receive an annual stipend for opting out/waiving participation in town health insurance in the amount of \$1,000 (individual plan or Medicare plan) or \$2,500 (family plan) provided the following other conditions are met:

- The retiree is not covered under a town plan subscribed to by another employee or retiree of the Town (including the Gas & Electric Department) or School Department; and,

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

If the employee does not opt out by the first day of the fiscal year or, if there is a qualifying event which means that a retiree 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 in the fiscal year that the employee was not enrolled in the Town plan.

I am happy to answer any questions you may have.

See yell. sections
for P.D. resp's

TOWN OF MIDDLEBOROUGH

REGULATIONS FOR THE OPERATION OF TAXI CABS

Procedures - General

Section 1. No person shall engage in the business of transporting persons for hire in a vehicle from place-to-place within the Town without first having obtained a license from the Board of Selectmen authorizing him to engage in such business and designating the number and identity of such vehicle(s) that may be used under such license.

Section 2. The Board of Selectmen may, in its discretion, withhold, grant or revoke any license required.

Section 3. For every license required under the provisions of this procedure and section, there shall be paid for the use of the Town the sum of twenty (~~\$20~~) dollars for each vehicle licensed.

\$50

Section 4. License(s) issued under this procedure shall expire on December 31st of each year and shall be renewable for one year.

Section 5. No taxi license shall be issued by the Board of Selectmen until the applicant shall have presented, to be filed with the application, a certificate of an insurance company authorized to transact business in the Commonwealth stating that the vehicle to which the license applies is properly insured under the laws of the Commonwealth. Such certificate shall state the name and address of owner of the vehicle, the names of the company in which the license is insured, the amount and character of insurance, and a statement that the insurance policy is applicable to passenger lawfully riding in the vehicle under the provisions of this procedure. Such insurance shall be to the amount or limit of at least ten thousand dollars on account of injury to or death of any one person and at least twenty thousand dollars on account of any one accident resulting in the injury or death of more than one person. The certificate shall further certify that such policy shall not be cancelled without giving the Board of Selectmen five days' notice

COPY

thereof. When notice of cancellation of an insurance policy is received by the Board of Selectmen, the licensee shall be notified, and unless he shall, before the expiration of the policy to be cancelled, submit a new certificate of valid insurance policy, he shall return and surrender his license and plates. Failure on the part of the licensee to surrender promptly his license and plates shall be reason and cause for one (1) year suspension or revocation of the license by the Board of Selectmen.

Section 6. Public taxi stand(s) on public ways shall be designated and assigned by the Board of Selectmen or their designee. Any provision of this or other By-law of the Town restricting parking on certain streets shall not be in effect on any section of a street designated as a public or special stand in the manner provided in this procedure.

Section 7. A taxi may transport passengers on request from persons on any street or public way or from any assigned taxi stand or a stand on private property where permission is granted by the owner of said property.

Section 8. No person having charge of a taxi shall utter any objectionable outcry for the purpose of soliciting passengers or attracting the attention of the public, nor shall the driver of such vehicle seek employment by repeatedly driving his vehicle to and fro in a short space before, or by any public resort or other place of public gathering.

Section 9. No driver in charge of a taxi shall refuse unreasonably to carry a passenger.

Section 10. No person having charge of a taxi shall take up or carry any passenger after the taxi has been occupied or engaged by a prior passenger against the objection of such prior passenger.

Section 11. No person having charge of a taxi shall convey, or permit to be placed therein, any person known to the driver to be sick or infected with a contagious disease or the body of any deceased from such disease.

Section 12. Taxi cab fares shall be established by the Board of Selectmen and shall be reviewed by the Board at least once every three (3) years or more frequently if requested by ten taxpayers. Said fares to be established or revised only after a public hearing has been conducted. Taxi cab fares, as established, shall be publicly available through the office of the Town Clerk, and, shall be conspicuously posted in each vehicle in such a manner that it can be easily read by the passenger(s). The following fee schedule shall apply to all taxi cabs licensed by the Town of Middleborough:

(Voted 10/22/90)

- (A) \$2.00 charge for first mile; \$1.50 charge for each additional mile;
- (B) \$.50 charge per stop;
- (C) \$3.00 charge for deliveries; and
- (D) \$15.00 waiting charge per hour or \$.25 per minute.

A passenger who believes that he/she has been subjected to an inappropriate fare, and has not received satisfaction from the owner or driver of the vehicle, may appeal to the Middleborough Chief of Police for appropriate action. Any owner, operator, and driver found to be in violation of the established fare schedule, shall each be subject to a fine of not more than fifty (\$50.00) dollars and revocation of their license to operate a taxi cab under the authority of these regulations.

Section 13. No person liable for the payment of a fare to a licensee under this provision shall refuse to pay or attempt to evade payment of the same.

* Section 14. Any person engaged in the business of transporting persons for hire in a vehicle from place to place within the Town shall cause each driver to carry a "waybill" approved by the Chief of Police which shall be subject to inspection of the police at all times. Such "waybill" shall be kept on file for not less than one year by the licensee.

Section 15. All taxis in the Town shall display an "identity sign" on top of the taxi, visible from front and rear, and illuminated at night marked as follows"

- (A) Name of Company
- (B) Telephone number of company
- (C) Taxis may, on the roof of the vehicle, display above the identity light a sign not more than twelve (12) inches high and no wider than thirty (30) inches and there shall be no other advertising devices on the vehicle.

Section 16. All taxis in the Town shall have a printed sign displaying the license number of such vehicle attached to the rear thereof. The number shall be printed in numerals not less than three (3) inches in height, and one-half inch in width.

Section 17. No driver of a taxi shall collect fares, make change or take on or discharge passengers while such vehicle is in motion, nor shall he have a lighted cigarette, cigar or pipe in his possession while any passenger is being carried therein, nor drink any intoxicating liquor or use any harmful drug of any kind or be under the influence thereof, while engaged in operating such vehicle. The operator of such vehicle shall be respectful to passengers at all times.

Section 18. All vehicles licensed under this provision shall be kept in good condition suitable for occupancy, and mechanically fit for the safety of passengers. The interior and exterior shall be clean and sanitary at all times.

Section 19. It shall be the duty of the police officers of the Town to observe the movements of vehicles licensed under these provisions, especially in the nighttime, and see that all rules and orders are obeyed.

Section 20. Applications for licenses or license renewals to drive or operate taxis shall be made at the office of the Chief of Police. Applications shall set forth, under the penalty of perjury, such information as the Chief of Police may require in addition to the following information:

- A. Name of applicant
- B. The applicant's residence, age, height, weight, complexion, color of hair and eyes.
- C. The number of the applicant's license to operate motor vehicles in the Commonwealth, and the date of expiration of such license shall be displayed at the time of making application.
- D. A letter from the person by whom he is to be employed, requesting the services.

* Section 21. Licenses or license renewals to drive taxis shall be obtained from the Chief of Police and shall expire one year from the date of issue.

* Section 22. The applicant for a license or license renewal under these procedures shall, at his own expense, furnish the Chief of Police with two (2) photographs, two (2) inches by two (2) inches, of himself before the license is issued one of which shall be affixed to the license, and the other used in connection with the office record.

* Section 23. All licenses required by these procedures shall be subject to such terms and conditions as the Board of Selectmen, or the Chief of Police, with their approval, shall from time to time prescribe.

Section 24. A taxi driver's license fee shall be five (\$5.00) dollars payable to the Town through the Chief of Police.

* Section 25. Licenses for taxi drivers may be granted to suitable persons of good character otherwise qualified to operate, provided they are over eighteen (18) years of age. Such license shall not be granted to any person under the age of eighteen (18) years nor to any person unless he can read, write and speak the English language, not to a person who within one year of the date of application has been convicted of larceny, illegal gaming, illegal keeping, transporting or sale of

intoxicating liquor, immoral conduct, or any felony or the violation of the terms of any Town or State license held by him.

* Section 26. The license issued under these procedures shall contain a description of the person licensed, together with a photograph, two (2) inches by two (2) inches, of the licensee and such other data as the Chief of Police may deem advisable.

Section 27. The license issued under these procedures shall be conspicuously posted in the taxi in such a manner that it can be readily seen by the passenger.

* Section 28. Any driver's license granted under these procedures may be suspended or revoked by the Chief of Police or by the Board of Selectmen at any time for cause. Any suspension or revocation of a license by the Chief of Police is subject to review by the Board of Selectmen.

Section 29. The suspension of the license to operate motor vehicle in the Commonwealth shall be cause to suspend the taxi driver's license.

Section 30. Any person aggrieved by the refusal of the Chief of Police to grant a license to drive a taxi may file a written appeal to the Board of Selectmen stating why such refusal is unreasonable. The Board of Selectmen shall hold a hearing on such appeal, at which time a statement shall be received from the Chief of Police stating the grounds on which the application for the drivers license was refused and the Board of Selectmen shall determine whether or not the license applied for shall be granted.

Section 12 continuation

FEE SCHEDULE

Approved 6/30/08

\$50	Annual license fee per cab
\$20	Waiting charge per hour
\$3	For every mile after the 1st
\$4	For 1st mile