

NEW BUSINESS

11-8-10



MIDDLEBOROUGH FIRE DEPARTMENT

125 North Main Street
Middleborough, Massachusetts 02346

LANCE M. BENJAMINO
Fire Chief

Tel: 508-946-2461
Fax: 508-946-2464

Middleborough Board of Selectmen
10 Nickerson Avenue
Middleborough, MA 02346

October 29, 2010

Honorable Board,

I respectfully request the following vehicle be deemed surplus so it can be put out to bid, donated or disposed of.

1. 1993 Ford E350 Box Van - VIN# 1FDJE30M2PHA95646

This 1993 Ford is a recycled ambulance that was originally owned by the Fire Department and has been utilized by the Middleborough Gas and Electric Department for the past several years. This vehicle has very high miles and many other needed repairs that outweigh the value of the vehicle.

Any questions, comments or concerns please contact me.

Respectfully,

A handwritten signature in cursive script that reads "Lance Benjamins".

Lance Benjamins
Chief of Department

RE: Muckey's Liquors - License Fee Credit Request

Selectmen:

Don Triner indicated that they cancelled the event for 10/29, but had paid for that liquor license. He is asking the Board if it will allow that payment to be applied to tonight's license request, if granted.

Jackie

CRANBERRY CAPITAL
OF THE WORLD



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

Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 10-28-2010
NAME OF APPLICANT DON TRINER
ADDRESS OF APPLICANT 14 HAWKING ST. LAKEVILLE, MA
ASSESSORS MAP & LOT _____
NAME OF BUSINESS MUCKEY'S LIQUORS
OWNER OF PROPERTY TO BE LICENSED Bill Seckinger
ADDRESS OF PROPERTY TO BE LICENSED 200 OAK POINT DRIVE
ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture _____
Class I License _____
Class III License _____
Common Victualler _____
2nd Hand Clothing _____
Class II License _____
Liquor License ALL TYPES OF ALCOHOL
Other _____

Anticipated Start Date for Business 11-20-2010
Hours requested: 5:30 PM TO 11:00 PM OAK POINTS VETERAN DINNER DANCE

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:
Yes AT OAK POINT CLUB HOUSE

Signature Don Triner

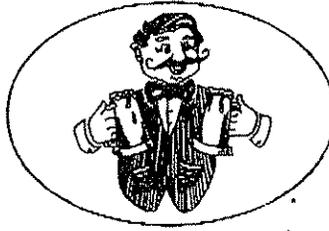
DATE OF HEARING _____

APPROVED/DENIED

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

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

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? _____



PROFESSIONAL BARTENDING SERVICE, LLC

Beverage Caterers for all private parties and functions

Tel (508) 361-7960/(508) 759-4291 • Fax (508) 946-2219/(508) 759-4291

3187 Cranberry Highway, Buzzards Bay, MA 02538

P.O. Box 204, Middleboro, MA 02346

October 25, 2010

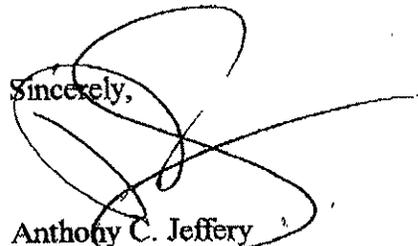
Honorable Board of Selectmen
Town of Middleboro
10 Nickerson Avenue
Middleboro, MA 02346

RE: Carm Fest Fundraiser 2010

Dear Honorable Board:

Please find attached the completed application for a one day beer and wine license to be exercised on November 27, 2010 between the hours of 5-11pm at the Town Hall building on Nickerson Avenue. This event is the 2010 Carm Fest Fundraiser that was originated in 2009. Thank you for your prompt attention to this application and please do not hesitate to call if you have any questions in this regard

Sincerely,



Anthony C. Jeffery

CRANBERRY CAPITAL OF THE WORLD



Phone: 508-946-2405 Fax: 508-946-0068

Town of Middleborough Massachusetts

BOARD OF SELECTMEN Marsha L. Brunelle Adam M. Bond Patrick E. Rogers Wayne C. Perkins Steven P. Spataro

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 10/25/2010 NAME OF APPLICANT Anthony C. Jeffery ADDRESS OF APPLICANT 3187 Cranberry Highway, Wareham, MA ASSESSORS MAP & LOT NAME OF BUSINESS Professional Bartending Service OWNER OF PROPERTY TO BE LICENSED Town of Middleboro ADDRESS OF PROPERTY TO BE LICENSED 10 Nickerson Ave. ASSESSORS MAP & LOT

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture Class I License Class III License Common Victualler 2nd Hand Clothing Class II License Liquor License x beer & wine only Other

Anticipated Start Date for Business Hours requested: 5-11 pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain: yes-same permit For the 2009 Carm Fest

Signature

DATE OF HEARING

11-8-10

APPROVED/DENIED

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

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

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges?

AGREEMENT BETWEEN

THE TOWN OF MIDDLEBOROUGH
and

JACQUELINE M. SHANLEY
CONFIDENTIAL SECRETARY TO THE BOARD OF SELECTMEN

Whereas, the Town of Middleborough, acting by and through the Board of Selectmen, (hereinafter the "Town"), and Jacqueline M. Shanley, (hereinafter, "the Board's Secretary"), are desirous of entering into an employment agreement pursuant to the provisions of G.L. Chapter 41, section 108N;

Whereas, the Town desires to employ Shanley as the Confidential Secretary to the Board of Selectmen pursuant to the authority granted to the Board of Selectmen;

Whereas, Shanley is willing to perform the duties of the Board's Secretary subject to the terms and conditions of this agreement;

Now therefore, in consideration of the covenants and undertakings contained herein, the Town and the Board's Secretary hereby agree that the following terms and conditions shall govern salary and fringe benefits payable under this agreement. Said salary and benefits shall be subject to appropriation by Town Meeting.

ARTICLE 1. TERM

- A. This agreement shall be effective November 13, 2010 and shall remain in effect for three (3) years until November 13, 2013, unless sooner terminated as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board's Secretary to resign at any time upon thirty (30) days' written notice to the Board of Selectmen.
- C. In the event that the Board's Secretary intends to resign voluntarily at any time following commencement of this original Agreement, she shall give the Town thirty (30) days' written notice in advance, unless the parties otherwise agree in writing. In such circumstances, she shall only be entitled to receive compensation due her up to the effective date of her resignation, including unused vacation leave.

ARTICLE 2. DUTIES

- A. The Board's Secretary will perform all of the duties set forth in the attached job description for the position of Confidential Secretary to the Board of Selectmen and the attached Confidentiality Agreement, which is incorporated by reference.
- B. The Board's Secretary will perform all other duties not otherwise herein defined as may be required by the position or as assigned by the Board of Selectmen, as well as the Town Manager.

ARTICLE 3. INSURANCE

The Board's Secretary shall be eligible to enroll in the Town's health and life insurance programs in accordance with their terms. If she enrolls for health insurance, the Town will contribute up to 75 % (seventy five percent) of the monthly premium. She will be obligated to pay all other costs associated with the health insurance, including without limitation the balance of the monthly premium and any co-pays and deductibles. The Town will provide, at its expense, the standard life insurance that it provides other employees under M.G.L. c. 32B.

ARTICLE 4. COMPENSATION

- A. The annual salary of the Board's Secretary during the first year of the agreement shall be \$51,227.28
- B. Any increase in salary, including any cost of living allowances, for the second and/or third years of the agreement shall be determined by the Board of Selectmen, subject to an annual performance evaluation and Town Meeting appropriation.

ARTICLE 5. HOURS OF WORK

- A. The Board's Secretary hours of work will consist of a 5 day work week, 37.50 hours per week including evening attendance for Selectmen's meetings as needed or required. The Board will determine the work schedule.
- B. It is recognized that the Board's Secretary position is exempt from federal and state statutory provisions governing hours of work and overtime.

ARTICLE 6. BENEFITS

All benefits shall accrue on a fiscal year basis, unless otherwise noted.

- A. Holidays-- The Board's Secretary shall be entitled to twelve (12) paid holidays as follows:

New Year's Day	M.L. King Day	Presidents Day
Patriots Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving	Christmas

The Board's Secretary shall be entitled to three (3) hours off their regular workday on the working days preceding Christmas and New Year's day.

- B. Vacation-

The Board's Secretary shall be credited with twenty (20) days of vacation. With advance request and approval of the Board of Selectmen, up to five days may be carried over to the next calendar year. Vacation time will be taken on a schedule that minimizes disruption to the office.

- C. The Board's Secretary shall be granted four (4) personal days, with pay, in each year of the agreement.
- D. The Board's Secretary shall be granted five (5) days bereavement leave for immediate family members. Immediate family shall include spouse, significant other parents, children, sibling, grandparents, grandchildren and in-laws. Vacation and/or personal days may be used if additional time is required and approved by the Board of Selectmen.
- E. The Board's Secretary shall be eligible for sick leave pursuant to the following schedule: Sick leave shall accrue at a rate of one and one-half (1 1/2) days per month, for a maximum of eighteen (18) days per calendar year. Unused sick leave may be accrued from year to year up to a maximum of 225 days. No compensation will be provided for unused sick leave.
- F. Jury Duty—In the event that the Board's Secretary serves as a juror in a Federal Court or in the Courts of the Commonwealth, she shall receive from the Town, the difference between her salary and the compensation she received for such jury service.

ARTICLE 7. AUTOMOBILE EXPENSE

In accordance with the Town's Vehicle Use Policy, the Town shall reimburse Board's Secretary at the prevailing per mile Town Rate and subject to appropriation.

ARTICLE 8. PROFESSIONAL DEVELOPMENT

The Board's Secretary will be allowed to attend job-related conferences, meetings and seminars each year, subject to appropriation, without a loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses (including travel expenses) incurred while attending or traveling to the aforementioned, with the prior approval of the Board of Selectmen. Reimbursement will exclude all non-business related expenses.

ARTICLE 9. SUSPENSION, DISCHARGE, ENDING TOWN'S OBLIGATIONS

The Town may suspend without pay or terminate the Board's Secretary's employment, as well as end any of its obligations under this Agreement prior to the end of this agreement for just cause, including without limitation the failure of the Board's Secretary to satisfactorily meet her obligations under this agreement.

The Board's Secretary shall be entitled to a hearing before the Board of Selectmen or its designee and the right to be represented by counsel, except that this shall only apply to suspensions without pay and/or a discharge.

This provision shall not apply to a decision by the Board not to extend or renew this Agreement beyond November 13, 2013.

ARTICLE 10. CONTRACT RENEWAL/TERMINATION

- A. The term of this agreement shall be from November 13, 2010 through November 13, 2013
- B. There will be an automatic extension of the agreement for a single, one year term, from November 13, 2013 through November 13, 2014 under the following conditions:
 1. Between August 13, 2012 and September 13, 2012, the Board's Secretary notifies the Town in writing that the November 13, 2012 automatic extension date for the agreement is approaching.

2. The Board fails to notify The Board's Secretary in writing by November 13, 2012 of its intention not to automatically extend the agreement at the end of its term. The notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.

ARTICLE 11. GENERAL PROVISIONS

- A. This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any of the provisions of this Agreement shall be determined illegal by a court of competent jurisdiction, such provision shall be considered null and void and shall not be binding on the parties hereto. In such event, the remaining provisions of this Agreement shall remain in full force and effect.
- B. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications of same shall be effective unless by an instrument in writing duly executed by the parties.

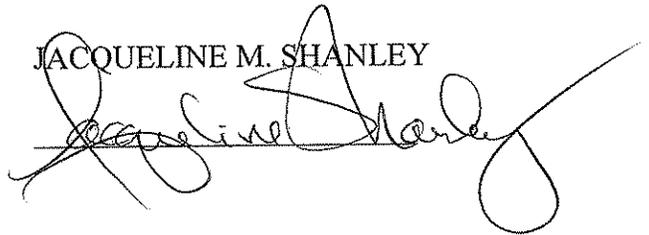
ARTICLE 12. NON-WAIVER

No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding, or of any force and effect unless it is made in writing and executed by the parties hereto. The failure by either party in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal by their duly authorized representatives this _____ day of _____, 2010.

TOWN OF MIDDLEBOROUGH

JACQUELINE M. SHANLEY



CONFIDENTIAL SECRETARY TO THE BOARD OF SELECTMEN

Definition

Responsible for routine to complex administrative and secretarial work in providing support services to the office of the Board of Selectmen; all other related work as required.

Supervision

Works under the direct supervision of the Board of Selectmen; speaks on behalf of the Board of Selectmen on a daily basis. Receives general direction in writing and orally from the Board of Selectmen. Often works with little or no direct supervision. Plans, prioritizes and arranges own work.

Job Environment

Work is performed under typical office conditions, with constant interruptions from the general public and other department employees.

Operates computer and other standard office equipment.

Has constant contact with Town officials, Town employees, Town Counsel and the general public, requiring patience, tact and discretion.

Has regular access to a wide variety of confidential information, where utmost integrity is required to safeguard rapport in Town government affairs and administration, including personnel records, bid proposals, lawsuits, and personal information about citizens.

Errors could result in delay and confusion and could have direct legal repercussions; errors may also result in poor public relations.

Essential Functions

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Performs varied functions requiring comprehensive knowledge of departmental operations and the exercise of judgment in responding to inquiries, in dealing with the public, and in administering the functions of the office, in accordance with established departmental policies and standards. Acts as a liaison between all town departments, boards, committees, commissions, Town Counsel, Labor Counsel, and the general public with the Board of Selectmen.

Undertakes secretarial assignments, administrative tasks, and supervisory functions, as directed by

the Board of Selectmen; represents the Board of Selectmen and keeps them informed with regard to public requests and departmental administrative functions.

Assists and answers questions from the general public, public officials, department heads and staff, in person and by telephone; responds to correspondence from the general public requesting routine information about Middleborough; receives and responds to complaints; refers complaints to appropriate department heads or other entities for action.

Schedules, records and maintains calendar of appointments and meetings for the Board of Selectmen; maintains files for the Board of Selectmen's office; keeps the Board of Selectmen informed of all daily appointments; posts all the Board of Selectmen's meetings and executive sessions within legal time constraints; schedules and prepares weekly agenda for Board of Selectmen's meetings, prepares packets of information for Board of Selectmen and Press; attends all meetings of the Board of Selectmen, takes minutes and transcribes them; schedules and arranges various staff meetings. Maintains Selectmen's documents, including video tapes.

Researches, records and reports for Selectmen as directed.

Notarizes necessary paperwork for the Selectmen.

Notifies all Town Departments, Committees and commissions of all orders passed by the Board of Selectmen authorizing appropriations, assessments, appointments or abatements.

Notifies the Public of all orders passed by the Board of Selectmen authorizing appropriations, assessments, appointments or abatements, through the publication of legal ads.

Drafts, types, logs and files correspondence; routes correspondence to appropriate departments; maintains calendar of meetings of various boards and commissions; maintains confidential files; types Selectmen's meeting agendas.

Copies, collates, assembles and binds various reports; composes routine correspondence, memoranda and notices; takes dictation; opens, sorts, prioritizes and routes mail.

Maintains inventory of supplies; orders supplies as needed.

Receives all applications for licenses and permits issued by the Board of Selectmen; reviews applications for completeness, schedules public hearings, prepares legal notices for advertisement in the local newspaper, and prepares the necessary paperwork; prepares yearly reports for licenses/permits that are issued by the Board of Selectmen.

Collects, types and assembles Town Meeting motions and warrants. Consults with Town Counsel regarding wording and legality of Warrant Articles. Assists with the compilation and typing of the

Selectmen's annual budget.

Consults with Labor Counsel to insert updated Memorandums of Agreement into Town contracts.

Schedules all meeting rooms for all boards and committees who meet at the Town Hall, as needed; occasionally schedules meeting rooms at school or Police Department facilities. Schedules meetings and events to be held in the Selectmen's Meeting Room and the Town Hall Ballroom. Responsible for calculating and collecting payments for fees in connection with rentals.

Submits bills for payment. Keeps book of accounts.

Works with the Board of Selectmen and other department personnel on various special projects as required; performs similar or related work as required or as situation dictates.

Recommended Minimum Qualifications

Education and Experience

High school diploma and broad specialized training equal to two years of college. At least three years of progressively responsible experience in administrative work or office management; or an equivalent combination of education and experience.

Special Requirements

A Massachusetts motor vehicle operator's license is required.
Commission as a Massachusetts Notary Public is desired.

Knowledge, Ability and Skill

Knowledge. Thorough knowledge of various administrative functions of town government and Board of Selectmen's activities. Working knowledge of departmental operations and relationship with other town departments and offices. Working knowledge of office procedures and machines. Familiarity with office administration including licensing procedures, procurement laws, bylaws, accounting and budgeting process, etc.

Ability. Ability to maintain confidential information. Ability to maintain, manage and organize complex records. Ability to deal appropriately with town employees, town officials and the general public. Ability to work with little or no supervision in a fast paced environment, with a high degree of accuracy.

Skill. Excellent communication and administrative skills. Skill in word processing and spreadsheet applications. Excellent customer service skills.

Physical Requirements

Minimal physical effort demanded when performing functions under typical office conditions. Ability to see, speak and hear well within normal ranges. Ability to operate a keyboard and to sit at a computer for long periods.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



**Town of Middleborough
Massachusetts**

BOARD OF SELECTMEN

**APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)**

DATE 10-28-10
NAME OF APPLICANT Lorna Brunelle The Burt Wood School / The Alley Theatre
ADDRESS OF APPLICANT 96 North Street, Middleboro,
ASSESSORS MAP & LOT 41 N 5288
NAME OF BUSINESS The Burt Wood School / The Alley Theatre
OWNER OF PROPERTY TO BE LICENSED Bill Fuller
ADDRESS OF PROPERTY TO BE LICENSED 133 Centre Street
ASSESSORS MAP & LOT MAP 50P LOT 5389

TYPE OF LICENSE REQUESTED: (Check One)

- 2nd Hand Furniture _____
- Class I License _____
- Class III License _____
- Common Victualer _____
- 2nd Hand Clothing _____
- Class II License _____
- Liquor License _____
- Other Live Entertainment

Anticipated Start Date for Business 11-9-10 to 11-9-11
Hours requested: various hours

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain: No

Signature Lorna Brunelle

DATE OF HEARING 11-8-10 APPROVED/DENIED

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

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

[Handwritten Signature]

