

# **NEW BUSINESS**

**4-14-14**

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

GEORGE C. DECAS (RETIRED)  
DANIEL F. MURRAY, ESQUIRE  
WILLIAM C. DECAS, ESQUIRE

PHONE: (508) 947-4433  
FAX: (508) 947-7147

REPLY TO POST OFFICE BOX 201  
MIDDLEBORO, MA 02346-0201  
DECASMURRAYDECAS@YAHOO.COM

April 3, 2014

Charles J. Cristello, Town Manager

**HAND DELIVER**

RE: DeBoyes agreement – Cross Street well site

Dear Charlie:

I enclose in duplicate original the referenced agreement. Please ask the Board to sign both originals in two places each and return the agreements to me.

Very truly yours,



Daniel F. Murray

DFM/s  
Enclosures  
T-1782

PURCHASE AND SALE AGREEMENT

From the Office of:
Daniel F. Murray, Esquire
P.O. Box 201
Middleboro, MA 02346

This 12th day of February, 2014
Brett D. DeBoyes and Lynn K. DeBoyes, 59 Cross Street, Middleboro, MA 02346

1. PARTIES AND MAILING ADDRESSES

hereinafter called SELLER, agrees to SELL and Town of Middleborough, Town Hall, Nickerson Avenue, Middleboro, MA 02346 hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION (include title reference)

A vacant parcel of land: See DESCRIPTION in paragraph 35 of Attachment A attached hereto.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES (fill in or delete)

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and

4. TITLE DEED (fill-in)

Include here by specific references any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven .....days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(d) Any liens or municipal betterments assessed after the date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

—\*(f)

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the BUYER shall deliver such plan in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE (fill-in); space is allowed to write out the amounts if desired

The agreed consideration for said premises is Four Thousand Five Hundred (\$4,500.00) Dollars, of which \$ -0- have been paid as a deposit this day and \$ 4,500.00 are to be paid at the time of delivery of the deed in cash, or by check drawn on a Town of Middleborough account signed by the Town Treasurer and Collector. \$ 4,500.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 11:00 o'clock A.M. on the 29th day of April, 2014 at the Plymouth County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISE  
*(attach a list of exceptions, if any)*
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM  
*(Change period of time if desired).*
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, ~~then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless~~ the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
  - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
- The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
15. INSURANCE  
*(Insert amount (list additional types of insurance and amounts as agreed)*
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | Type of Insurance            | Amount of Coverage |
|------------------------------|--------------------|
| (a) Fire & Extended Coverage | \$ NONE REQUIRED   |
16. ADJUSTMENTS  
*(list operating expenses, if any, or attach schedule)*
- ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES  
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE  
*(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))*  
~~A Broker's fee for professional services of~~ The parties represent that no person is entitled to a broker's fee or ~~is due from the SELLER to~~ commission on account of the sale under this agreement.  
~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the.~~
19. BROKER(S) WARRANTY  
*(fill in name)*  
The Broker(s) named herein and warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT  
*(fill in name)*  
All deposits made hereunder shall be held in escrow by ~~as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.~~
21. BUYER'S DEFAULT; DAMAGES  
If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing
22. RELEASE BY HUSBAND OR WIFE  
The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY  
The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.  
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS  
*(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made*  
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
26. MORTGAGE CONTINGENCY CLAUSE  
*(omit if not provided for in Offer to Purchase)*  
In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ \_\_\_\_\_ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before \_\_\_\_\_ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before \_\_\_\_\_.

27. CONSTRUCTION AGREEMENT

~~This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent or the parties to it.~~

28. LEAD PAINT LAW

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.~~

~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.~~

30. CARBON MONOXIDE DETECTORS

~~For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F 1/2 or that the Premises are otherwise exempted the Statute.~~

31. ADDITIONAL PROVISIONS

~~The initialed riders, if any, attached hereto, are incorporated herein by reference.~~

See Attachment A which is incorporated in this agreement.

~~FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"~~

NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER

BUYER

Town of Middleborough

By:

\_\_\_\_\_  
Brett D. DeBoyes

\_\_\_\_\_  
Lynn K. DeBoyes

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

\_\_\_\_\_  
Board of Selectmen

Attachment A

32. The Buyer at Buyer's sole expense has prepared a plan which depicts the location and dimensions of the premises to be conveyed to Buyer hereunder. The parties agree that the plan shows the location of the premises to be conveyed to Buyer hereunder, may be referred to in the instrument(s) conveying the premises to the Buyer and may be recorded if permitted.

33. Buyer intends to make a confirmatory order of taking by eminent domain of the premises to be conveyed hereunder to Buyer. Seller hereby waives and releases all claims for damages with respect to said intended order of taking and agrees to accept payment under this agreement as full compensation for the premises and any damages which might arise out of said order of taking. The provisions of this paragraph shall survive performance of this agreement.

34. Buyer's performance of this agreement shall be contingent upon the following:

(a) Buyer entering into purchase and sale agreements to purchase the following described property in Middleborough, Massachusetts:

1. A parcel of land off Cross Street now or formerly owned by Alfred J. Gomes shown as PARCEL D on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 467,192 square feet (10.73) acres and being part of the premises described in a deed recorded in the Plymouth County Registry of Deeds in Book 2582, Page 232. PARCEL D is believed to be owned by Dorothy Lucas;

2. A parcel of land off Cross Street now or formerly owned by Dorothy Lucas and Robin Craver shown as PARCEL-F on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 37,591 square feet (0.86 acres) and being part of the premises described in a deed recorded in said Registry in Book 38878, Page 82.;

3. A parcel of land off Cross Street now or formerly of Leo Nelson shown as PARCEL-B on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 23,707 square feet (0.54 acres) and being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215;

4. A permanent access and utility easement over land on Cross Street now or formerly owned by Leo Nelson being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215, said easement being shown as "Access and Utility Easement - 10,599 square feet" on the plan referred to in paragraph 35 of Attachment A of this agreement;

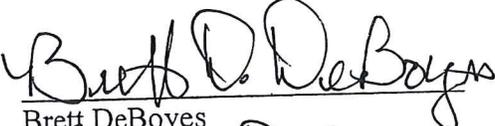
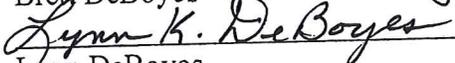
5. A temporary construction easement over land on Cross Street now or formerly of Leo Nelson abutting the permanent access and utility easement referred to in the above subparagraph 34(a)4; and

6. A parcel of land off Cross Street now or formerly of Douglas Green shown as Parcel-C on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 69,546 square feet (1.60 acres).

(b) Approval by the Massachusetts Department of Environmental Protection of the premises to be conveyed to Buyer hereunder as a municipal well site.

35. DESCRIPTION - A parcel of land off Cross Street in Middleboro, Massachusetts containing 0.18 acres of land and being part of Lot 2341 on Assessors Map 040 and being part of the land described in a deed recorded in the Plymouth County Registry of Deeds Book 16778, Page 095. The parcel is shown as PARCEL-A on a plan entitled "PLAN OF LAND PREPARED FOR THE TOWN OF MIDDLEBOROUGH, CROSS STREET IN MIDDLEBOROUGH, MASSACHUSETTS" dated October 21, 2013 and prepared by Outback Engineering Incorporate. PARCEL-A is shown on the plan as containing 0.18 acres (7685 square feet).

SELLER

  
Brett DeBoyes  
  
Lynn DeBoyes

BUYER

By:

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

\_\_\_\_\_  
Board of Selectmen

**TOWN OF MIDDLEBOROUGH'S OFF THE RECORD OFFER MEMORANDUM OF AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND AFSCME, LOCAL 1700 ("AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES") TO OFFER A STIPEND IN EXCHANGE FOR OPTING OUT OF THE TOWN'S HEALTH PLAN**

**Dated: March 31, 2014**

**ARTICLE XXI GROUP INSURANCE**

Add a new provision D, which reads as follows:

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

- The employee is not covered under a town plan subscribed to by another employee of the Town or School Department; and,
- The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

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

Assuming the employee stays off the health insurance for a full year, the first half of the stipend will be paid during the 6<sup>th</sup> month and the second half of the stipend will be paid during the 12<sup>th</sup> month.

FOR A.F.S.C.M.E. LOCAL 1700

TOWN OF MIDDLEBOROUGH

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DATED:

DATED:

AGREEMENT BETWEEN  
THE TOWN OF MIDDLEBOROUGH

and

JACQUELINE M. SHANLEY  
EXECUTIVE ASSISTANT 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 Executive Assistant"), 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 Executive Assistant 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 Executive Assistant 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 Executive Assistant 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, 2013 and shall remain in effect for three (3) years until November 13, 2016, unless sooner terminated as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board's Executive Assistant to resign at any time upon thirty (30) days' written notice to the Board of Selectmen.
- C. In the event that the Board's Executive Assistant 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 Executive Assistant will perform all of the duties set forth in the attached job description for the position of Executive Assistant to the Board of Selectmen and the attached Confidentiality Agreement, which is incorporated by reference.
- B. The Board's Executive Assistant 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 Executive Assistant 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 Executive Assistant during the first year of the agreement shall be \$56,503.40.
- 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 Executive Assistant's 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 Executive Assistant 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 Executive Assistant 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 Executive Assistant 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 Executive Assistant 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 Executive Assistant shall be granted four (4) personal days, with pay, in each year of the agreement.
- D. The Executive Assistant 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 Executive Assistant 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 Executive Assistant 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 Executive Assistant at the prevailing per mile Town Rate and subject to appropriation.

## ARTICLE 8. PROFESSIONAL DEVELOPMENT

The Board's Executive Assistant 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 Executive Assistant'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 Executive Assistant to satisfactorily meet her obligations under this agreement.

The Board's Executive Assistant 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, 2016.

## ARTICLE 10. CONTRACT RENEWAL/TERMINATION

- A. The term of this agreement shall be from November 13, 2013 through November 13, 2016.
- B. There will be an automatic extension of the agreement for a single, one year term, from November 13, 2016 through November 13, 2017 under the following conditions:

1. Between August 13, 2015 and September 13, 2015, the Board's Executive Assistant notifies the Town in writing that the November 13, 2016 automatic extension date for the agreement is approaching.
2. The Board fails to notify The Board's Executive Assistant in writing by November 13, 2015 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 \_\_\_\_\_, 2014.

TOWN OF MIDDLEBOROUGH

JACQUELINE M. SHANLEY

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



Allison J. Ferreira  
Town Clerk

**TOWN OF MIDDLEBOROUGH**  
**Town Clerk's Office**  
*Bank Building, 20 Centre Street*  
*Middleborough, Massachusetts 02346-2250*  
*508-946-2415 phone*  
*508-946-2308 fax*

**MEMORANDUM**

**TO:** Board of Selectmen

**FROM:** Allison J. Ferreira, Town Clerk *ajf*

**DATE:** April 8, 2014

**RE:** *Certificates of Registration for Fuel Storage – 2014*

Attached please find a list of Certificates of Registration for Fuel Storage to be renewed for 2014. I have included the name of the facility, address of the tanks and the owners on the attached spreadsheets.

Our office mailed reminder notices with the Certificate of Registration forms and Workers' Compensation Insurance Affidavits to all the owners. Kindly vote to renew the Certificates of Registration for Fuel Storage subject to the receipt of all required documentation being filed with the Town Clerk's office.

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

# CERTIFICATES OF REGISTRATION FOR FUEL STORAGE 2014

FACILITY	ADDRESS OF TANKS	OWNER
A.L. Prime Energy	414 West Grove Street	414 West Grove Street Trust
A.L. Prime Energy	26 High Street	A.L. Prime Energy Consultant
Amerigas	413 Wareham Street	Petrolane Division of Quantum Chemical
W.L. Byrne, Inc.	210 Wood Street	W.L. Byrne, Inc.
Chickering Trucking	164 Everett Street	David and Alan Chickering
Christmas Tree Shops, Inc.	64 Leona Drive	Terry Ryan
Coletti Bros. Oil	576 Wareham Street	Peter and Anthony Coletti
Cumberland Farms, Inc.	200 Centre Street	Eclipse Division
Cumberland Farms, Inc.	87 East Grove Street	Eclipse Division
Cumberland Gulf	150 South Main Street	Eclipse Division
E. Briggs Oil Co., Inc.	144 Everett Street	E. Briggs Oil Co., Inc.
EKS Corporation	157 South Main Street	Trickett Realty Trust
F.G. Adams Co., Inc.	188 East Grove Street	F.G. Adams Co., Inc.
Gas Depot	5 Station Street	Raheel Gafoor
Gates, Shane	43R Smith Street	Shane Gates
Gerson Co.	15 Sumner Avenue	Steven Crowell
Harju, Kenneth	253 France Street	Kenneth Harju
J&J Car Center	760 Centre Street	Adib Khairallah
Jim's Automotive	355 Wareham Street	James R. Walker
Kitchen, Nancy	609 Wareham Street	Nancy Kitchen
KVMG, Inc.	407 Wareham Street	Kostas Geroukos
Logan, William	113 East Grove Street	William Logan
Middleboro Shell Food Mart	63 Bedford Street	Arslan & More, Inc.
Middleborough Gas & Electric	1 Vine Street	Town of Middleborough
New England Farms	47 Harding Street	Delta Realty
Nemasket Healthcare Center	314 Marion Road	Atrium Nursing Center, LTD.
New England Farms	447 Wareham Street	Delta Realty
Nichols Trucking	34 Vine Street	John and Barbara Nichols
Ocean Spray Cranberries, Inc.	Bridge & Wood Street	Patricia Gallagher
Roby's Propane Gas, Inc.	100 West Grove Street	Roby's Propane Gas, Inc.
Rock Village Cranberry Co.	26 Highland Street	James Paduch
Russell Lawton Cranberries	221 Thomas Street	Russell and Mark Lawton

# CERTIFICATES OF REGISTRATION FOR FUEL STORAGE 2014

FACILITY	ADDRESS OF TANKS	OWNER
Super Petroleum	381 West Grove Street	ASD Realty Trust
Super Petroleum	554 West Grove Street	John and Deanne Dupuis
Shell Oil Co.	2 West Grove Street	Colbea Enterprises, LLC
Standish Oil Co. (On Traxx, LLC)	62 Cambridge Street	John and Helen Lucas
Standish Oil Co. (Debbie's Office Complex, LLC)	66 Cambridge Street	John and Helen Lucas
Staples Savard Oil	228 Bedford Street	Weathermark Investments, Inc.
Stop and Save	160 Centre Street	Badat, Inc.
Tribou Commercial Realty Trust	101 Sproat Street	Tribou Commercial Realty Trust
Middleboro Petroleum	99 West Grove Street	United Gas
Verizon New England	15 Jackson Street	Verizon New England
Woods Pond Cranberry	154 Thomas Street	Lawrence Pink



## Town of Middleborough

Massachusetts

Board of Selectmen

### MEMORANDUM

TO: Board of Selectmen

FROM: Jackie Shanley, Executive Assistant

DATE: April 14, 2014

RE: **Second Hand/Pawnbroker/Junk Dealer/Old Metals Licenses**

Attached please find a list of businesses with the above referenced licenses to be renewed for 2014/2015.

I have mailed renewal forms to each of the licensees. Please vote to renew, **subject to** receipt of all required documentation being filed with the Selectmen's office.

Thank you.

Second Hand/Pawnbroker/Junk Dealer/Old Metals Licenses  
Effective 5/1/14 - 4/30/15

Store Name	Location	Contact Name	License Type	Hours of Operation	Release License
Gregory Scot Jewelers, Inc.	45 Centre Street	Scot Dean	Pawnbroker <u>and</u>	M & Sat 9:30 am - 3 pm	
			"Junk Dealer/ 2nd Hand/Old Metals"	T-Fri 9:30 am - 5 pm	
Alco Jewelry & Antique's Exchange	19 S. Main St.	Robert Cohen	2nd Hand	M-Sun 9 am - 6 pm	
Twice As Nice	749 Centre St.	Mary Donofrio	2nd Hand	T-F 10 am - 6 pm Sat 10 am - 4 pm	
One Horse Shay Antiques	380 Center St.	Nancy Nevens	2nd Hand	M-Sun 10 am - 5 pm	
Ragz	370 Center Street	Kim Henderson	2nd Hand	M-T 10:30 am - 6 pm	
				Th-Fri 10:30 am - 7 pm	
				Sat 10 am - 4 pm	
				Sun 11 am - 4 pm	
Sarah's Closet	63 Anderson Ave.	Christine Mailloux	2nd Hand	Tues 9 am - 5 pm	
				Wed 10 am - 5 pm	
				Fri 2 pm - 6 pm	
				Sat & Sun 9 am - 1 pm	
Boutique Azaleia	17 S. Main Street	Donna Rapchan	2nd Hand	T-Sat 10 am - 5 pm	

Second Hand/Pawnbroker/Junk Dealer/Old Metals Licenses  
Effective 5/1/14 - 4/30/15

Store Name	Location	Contact Name	License Type	Hours of Operation	Release License
Spring Brook Treasures	64 East Main Street	Edmund & Valerie Finnegan	2nd Hand	Wed-Sun 10 am - 5 pm	