

NEW BUSINESS

5-2-11

Middleboro Farmers' Market 2011 Schedule
June 11 - October 29

June 11	July 2	Aug 6	Sept 3	Oct 1
June 18	July 9	Aug 13	Sept 10	Oct 8 Fall Festival
June 25	July 16	Aug 20	Sept 17	Oct 15
	July 23	Aug 27	Sept 24	Oct 22
	July 30			Oct 29

Music

July 2
July 23
Aug 27
Sept 17
Oct 8

Michael Nash Farmers' Market Manager
508-866-2428

Hours?

LEASE

This indenture made this first day of February, 2011, between the Town of Middleborough, by its Board of Selectmen, hereinafter called the Lessor, and the Sovereign National Bank, hereinafter called the Lessee. This Lease is a renewal of a Lease dated February 1, 2011.

Witnessed, that in consideration of the rent and covenants herein reserved and contained in the part of the Lessee to be paid, performed and observed, the Lessor does hereby lease unto the Lessee Property recorded at the Plymouth County Registry of Deeds, Book 294, Page 14, and described as follows:

A certain piece of land situated on the Easterly side of School Street in Middleborough, bounded and described as follows, viz: beginning at the Southwesterly corner of Rev. Henry C. Coombs land fifty feet to George Waterman' land thence southerly in the line of said Waterman's land forty feet to a stake, thence westerly parallel to the first named line fifty feet to said School Street, thence northerly by said School Street forty feet to the bound first mentioned.

TO HAVE AND TO HOLD the premises hereby leased unto Lessee, for the term of five (5) years beginning with the first day of February, 2011, for the purpose of passing to and from the Lessee's premises on Centre Street in said Middleborough, by foot or vehicle, and for the purpose of parking vehicles in connection with the Lessee's business on said Centre Street. The Lessee has a right to request a renewal for one (1) five year period with written notification to the Town of Middleborough of their intent to renew four (4) months prior to the expiration of term.

YIELDING AND PAYING THEREFORE the yearly rent as follows:

Year 1	2/1/11 - 1/31/12	\$3,766.11
Year 2	2/1/12 - 1/31/13	\$4,142.72
Year 3	2/1/13 - 1/31/14	\$4,556.99
Year 4	2/1/14 - 1/31/15	\$5,012.69
Year 5	2/1/15 - 1/31/16	\$5,513.96

Payable in monthly installments each in advance of the first day of each month. Each payment to be equal to one-twelfth (1/12) of the yearly lease amount. And the Lessee does hereby covenant with the Lessor that the Lessee during said term and for such further time as said Lessee or any other person or persons claiming under it shall hold the premises or any part thereof, will pay the Lessor the said rent at the times and in the manner aforesaid; and the Lessee will indemnify and save the Lessor harmless for damages to any person or persons in or upon the leased premises for personal injuries or property damage suffered on the account of negligence, fault, or omission of Lessee, or arising from the violation by it of any law, ordinance or statute during said term or any renewal thereof, or by any nuisance made or suffered on the leased premises; and at the expiration of the said term the Lessee will peacefully yield up to the Lessor the said premises, in good order and conditions in all respects;

and no alteration to or upon said premises shall be made without the consent in writing of the Lessor, and that upon the termination of this lease, all changes, repairs and improvements to or upon said premises shall become the property of the Lessor without liability on its part to pay for the same.

Provided, also and these presents are upon this condition that if the Lessee shall neglect or fail to perform or observe any of the covenants contained in these presents, and on its part to be performed or observed, then and in such case, the Lessor or its agents lawfully may, immediately, or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of its former estate and expel the Lessee and those claiming through or under it and remove its or their effects without being deemed guilty in any manner of trespass and upon entry as aforesaid this lease shall terminate.

For authority of said Board of Selectmen to enter into this lease, see By-law adopted under Article 1 of the Warrant for the Middleborough Town Meeting held on October 14, 1968.

IN WITNESS WHEREOF, THE TOWN OF MIDDLEBOROUGH by its Selectmen above named, and the Sovereign Bank by the undersigned agent have hereunto caused these presents to be signed and their respective seals to be hereunto affixed to this instrument this day and year first above written.

SOVEREIGN BANK
By:

TOWN OF MIDDLEBOROUGH
By:

Patti Davis
Sr. Vice President
Sovereign Bank

BOARD OF SELECTMEN

ATTESTATION REGARDING STATE TAXES

The undersigned hereby certifies under penalties of perjury that Sovereign Bank has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*Signature of Individual or
Corporate Name (Mandatory)

By: Corporation Officer
(Mandatory, if Applicable)

**Social Security # (Voluntary) or
Federal Identification Number

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Board of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. c 62C. s. 49A.

Jacqueline Shanley

From: Eileen Gates
Sent: Tuesday, April 26, 2011 1:58 PM
To: Jacqueline Shanley
Cc: Debra Burke
Subject: Storage of Flammables
Attachments: Winthrop-Atkins Storage of Flamables.pdf

Jackie,

As they no longer wish to maintain the license to store flammables, and all flammables have been removed from the property, please have the Board revoke the license at 35 East Main Street.

Thanks,

Eileen



WINTHROP

WINTHROP-ATKINS CO., INC.

35 E. Main Street • Middleboro • MA • 02346-2487

Phone: (508) 947-4600 • Fax: (888) 580-5689

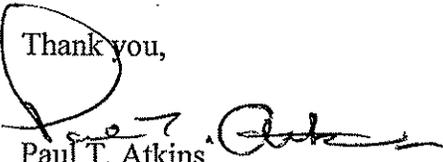
April 26, 2011

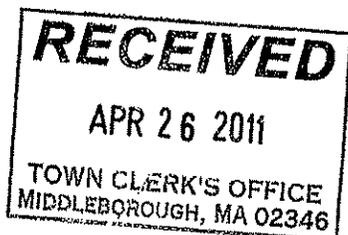
Town of Middleborough
Town Clerk's Office
20 Centre Street
Middleboro, MA 02346

Please accept this letter as confirmation that the Winthrop-Atkins Co. Inc. that was officially closed for business in December of 2008 no longer wishes to maintain our Certificate of Registration for the "Keeping, Storage, Manufacture or Sale of Flammables.

All flammable liquids stored on the premises have been removed and properly disposed of by Your Environmental Solutions of Raynham, MA on 6/23/2009.

Thank you,


Paul T. Atkins
Director of Corp. Engineering
Chilcote Company





TOWN OF MIDDLEBOROUGH
Massachusetts

ENHANCED 9-1-1

April 7, 2011

Board of Selectmen
Middleboro, MA 02346

Re: **New Access Path**

Honorable Board:

Due to the modification of plans approved by Zoning, I am submitting the name "Trading Post Path" for a new access path to South Purchase Estates located off Wareham St on Map 94 Lot 6416. The name does not conflict with any existing street names in the Town of Middleboro.

Kindly advise if the above names meet Board approval.

Please call if you should have any questions or concerns 508-946-2451 x121.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Damon".

Barbara Damon
E-911 Database Coordinator