

NEW BUSINESS

5-9-11

Jacqueline Shanley

From: Andrea Priest
Sent: Thursday, April 28, 2011 12:49 PM
To: Jacqueline Shanley
Subject: surplus vehicle

Hi Jackie
Could you get this approved as surplus?
Do you need any more information?
Thanks
Andrea

1999 Dodge Caravan Mini van

Issues: Rusted out body, needs battery, fuel pump, exhaust work, rear shock and spring work and an air conditioner compressor

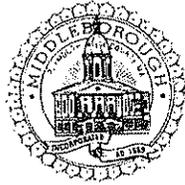
Andrea M. Priest
Executive Director
Middleborough Council on Aging
558 Plymouth Street
Middleborough, MA. 02346
508-946-2490
fax 508-946-2489
apriest@middleborough.com

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates
Chief of Police

May 3, 2011

Board of Selectmen
Town Hall
Middleborough, MA 02346

RE: Recommendation to join S.E.M.L.E.C.

Honorable Board,

I would ask the Board to vote to join the Southeastern Massachusetts Law Enforcement Council (SEMLEC). Please see attached "About SEMLEC" information.

The main advantages are grant funding supporting regional law enforcement collaborative. Grant funding to regional partnerships is much more available. This may help to off set some of the costs of our current participation in the Satucket SWAT team which we currently get no grant funding for. The Satucket team is in the process of merging with the SEMLEC SWAT teams.

The cost to join of \$1,000.00 can be covered in the current FY2011 Police Department budget, so there will be no request for extra funding to join. I would anticipate that the grant funding reimbursement would exceed the costs of membership.

Respectfully Submitted,

A handwritten signature in black ink that reads "Bruce D. Gates". The signature is written in a cursive style.

Bruce D. Gates,
Chief of Police

c/c
Charles Cristello,
Town Manager

SOUTHEASTERN MASSACHUSETTS LAW ENFORCEMENT COUNCIL (SEMLEC)

About Us

The Southeastern Massachusetts Law Enforcement Council (SEMLEC) was founded in 2003 and approved by the IRS as a 501(c)(3) non-profit organization. It is composed of corporation, and a law enforcement council, composed of a consortium of 22 police departments in Bristol and Plymouth Counties. Member agencies operate pursuant to an interagency mutual aid and assistance agreement. We continue to improve and expand our services in response to the demands placed upon our member departments.

SEMLEC is a professional organization, directed by member needs and priorities, and governed by an elected Board. Member police chiefs actively participate in its operation serving in leadership roles on operational units and committees. SEMLEC manages all aspects of the organization through member meetings.

Overview

Member Agencies: 23

Population Served: 286,167 +

Total Area: 648.28 sq. miles

Operational Units

SEMLEC units are composed of highly trained and skilled officers from member agencies under the command of a police chief. They are a primary source of assistance and support and are available to member police chiefs who activate them in accordance with written protocol.

- Marine Unit
 - ✓ Search and Recovery Capabilities
 - ✓ Dive Team
 - ✓ Boats
 - ✓ Equipped Vans
 - ✓ Remote Operated Underwater Cameras

- ✓ Underwater Metal Detectors
- Search & Rescue
 - ✓ Search and Rescue and Recovery Team
 - ✓ Missing Persons
 - ✓ Computer Mapping & Tracking
 - ✓ GPS
- Rapid Response Unit
 - ✓ Civil Disobedience
 - ✓ Labor Disputes/Strikes
 - ✓ Riots
 - ✓ Special Weapons and Tactics (SWAT)
 - ✓ Barricaded Subjects
 - ✓ High Risk Warrants
 - ✓ Equipped Vehicles
- Communications
 - ✓ Portable Radio Repeaters
 - ✓ Dedicated Radio Frequencies
 - ✓ Inter-Operational Communications Between Departments
 - ✓ Tactical Communication for Critical and Large Scale Events
 - ✓ Cross-Agency Intranet Information Sharing

Dues

The annual membership fee for each department is \$1,000. These fees sustain expenses that include, but are not limited to, the following: training, equipment purchases, equipment repair, vehicle repair, insurance.

Member Agencies

Acushnet P.D.

Berkley P.D.

Bridgewater P.D.

Carver P.D.

Dartmouth P.D.

East Bridgewater

Fairhaven P.D.

Freetown P.D.

Halifax P.D.

Marion P.D.
Mattapoisett P.D.
Plympton P.D.
Raynham P.D.
Rehoboth P.D.
Rochester P.D.
Seekonk P.D.
Somerset P.D.
Swansea P.D.
Taunton P.D.
Wareham P.D.
West Bridgewater P.D.
Westport P.D.

Advantages

- **Grant Funding.** As a regional law enforcement collaborative, SEMLEC enjoys an advantage when compared to departments seeking funding on an individual basis.
- **Affordability.** Individual departments do not have the funding to sustain the myriad of specialized and technical resources and equipment that SEMLEC provides.
- **Resources.** Any member community can activate any unit to receive professional assistance with an incident that would ordinarily exceed their internal resources and capabilities.
- **Local Control.** The Chief of Police from the department requesting SEMLEC resources is in charge.

**SOUTHEASTERN MASSACHUSETTS
LAW ENFORCEMENT COUNCIL
(S.E.M.L.E.C.)**

**COMPACT
AND
MUTUAL AID AGREEMENT**

INTERAGENCY MUTUAL AID/ASSISTANCE AGREEMENT

I. INTRODUCTION

This document is a mutual law enforcement assistance compact and agreement between the cities and towns located in Plymouth and Bristol Counties, members of the "Southeastern Massachusetts Law Enforcement Council" (hereinafter referred to as "Council") who have executed this document and bound themselves in accordance herewith so as to increase and improve their capabilities to provide protection of life and property thereby preserving the safety and welfare of this area. A copy of this agreement will be included as part of the regional emergency, operational and procedural planning directory which will be maintained by each municipal police department.

II. PURPOSE

The purpose of the Southeastern Massachusetts Law Enforcement Council is to provide various mutual aid programs and services to member agencies. The need for such aid may be due to terrorist or enemy actions, natural disaster, fire, flood, storm, earthquake, aircraft or marine accident, search or rescue operations, school or workplace violence, riots, mob action, civil disturbances, demonstrations, other natural or man-caused incidents requiring exceptional police action, private police details, various types of specialized investigative services, technological assistance or any situation which may be beyond the resources of a member agency.

To provide for the preparation and implementation of a comprehensive coordinated mutual assistance plan for Council agencies, which will enhance law enforcement capability in the Southeastern Massachusetts region.

To provide for a system for the receipt and dissemination of information, data and directives within the Council and to coordinate services between the Council and other agencies at the local, state and federal level.

III. DEFINITIONS

When used in this compact, various words and phrases shall be defined as follows:

- A. Sender or Sending Agency means the city, town or agency sending aid and assistance to other cities, towns or agency.
- B. Receiver or Receiving Agency means the city, town or agency receiving aid and assistance from other cities, towns or agency.
- C. President means the Chief chosen by the Council members to serve for a period of two years.

- D. Mutual Law Enforcement Assistance means to provide manpower and logistical support needed by a law enforcement agency to meet the immediate requirements of an emergency situation when the resources normally available to that agency are not sufficient to cope with the problem.
- E. Compact Coordinator shall be the Chief of Police of a member city or town or, in his/her absence, his/her designee.
- F. Detail means the performance of police services by an officer at the request of a private party or governmental agency and paid by a private party or governmental agency (other than a police department) but payment of the officer is made through a police department.
- G. Control Chief means the police chief chosen by the Council to manage and direct the activities of a particular operational component. Each operational component of the Council shall have a Control Chief designated to manage and direct the component.

IV. OPERATIONS

- A. The parties to this agreement agree to comply with the bylaws, rules and regulations and policies and procedures of the S.E.M.L.E.C.
- B. The municipal signatory to this agreement certifies that the municipality has adopted the provisions of Massachusetts General Laws, chapter 40, section 8G.
- C. The Compact Coordinators of the municipality signatory shall do the following:
 - 1. Coordinate the law enforcement activities of his city, town or agency with the President and maintain liaison with the President and all other Compact Coordinators.
 - 2. Generally supervise and control all matters relating to Mutual Law Enforcement Assistance pertaining to his/her city, town or agency.
 - 3. Generally supervise and implement this Agreement and do everything reasonably possible to advance cooperation by the parties to this Agreement.
 - 4. Investigate all complaints resulting from the operations of this Agreement and take appropriate action.
 - 5. Analyze causes and effects of all serious emergency incidents requiring Mutual Law Enforcement Assistance and communicate directly to the Council.
 - 6. Critique staffing, operational process and police actions in the field with a view toward averting future problems affecting mutual law enforcement response in emergency situations

- D. The parties hereto agree to furnish to a requesting jurisdiction, Mutual Law Enforcement Assistance and logistical support only with the approval of the Sender's Chief of Police or his/her designated representative and provided such law enforcement assistance and logistical support is within the capability of the sending jurisdiction at the time the specific request is made.
- E. Police Officers of a Sender are considered as being on duty from the time said officer responds to call until he/she returns to his origination point; he is considered on duty for his own town or city and if injured during that period is subject to benefits available from his employer (Sender). Notwithstanding the foregoing, officers responding to paid details shall not be considered to be on duty until arrival at the location of the paid detail.
- F. Except as in hereafter provided, a request for assistance, other than a detail request, shall be made only to a "Compact Coordinator." No assistance shall be given without the authorization of the Sender's Compact Coordinator. The Compact Coordinator shall have sole and final say as to whether and to what extent personnel and equipment shall be sent to assist other city, town or agency. Each Chief of Police shall designate alternate Compact Coordinators, not to exceed three in number, who shall have full authority to act in absence of the Chief. The President shall maintain and keep current list of the names and telephone numbers of all Compact Coordinators and designees and shall distribute a copy of said list to each Compact Coordinator. A Sender's Chief of Police may designate to any member of his/her department, in addition to Compact Coordinators, authority to approve sending officers in response to another agencies request for detail officers.
- G. It shall be the duty of the Sender's Chief of Police to issue necessary orders and direct all assisting police personnel to place themselves under the operational control of the Chief of Police of the department requesting Mutual Law Enforcement Assistance.
- H. The Compact Coordinators of the Sender and the Receiver or their designees shall file a complete written report with the appropriate Control Officer within 72 hours after making and receiving requests, other than a detail request, indicating the time and nature of the request and giving complete details as to the response made. Upon request, the Control Officer shall provide copies of reports to the Chiefs of Senders and Receivers and shall review all actions taken.
- I. Except when caused by a third party not a signatory to this agreement, Sender shall be responsible and liable for damages suffered by or caused to Sender's property during the course of rendering Mutual Law Enforcement Assistance to the Receiver.

- J. All expenses incurred by the Sender in rendering assistance shall be paid by the Sender.
- K. Officers from a sending agency working details in another jurisdiction shall be paid the same contractual or customary detail rate paid to officers of the Receiving agency when working that type of detail. The Receiving agency will be responsible for billing the responsible party and for arranging payment of the detail officer.
- L. In rendering Mutual Law Enforcement Assistance, Receiver and Sender shall use and be responsible for furnishing their own equipment, except where emergencies or unusual occurrences dictate the sharing of equipment between parties. Special emphasis by all parties will be placed on the mutual sharing of police communication equipment.
- M. The Chief of Police, or his designated representative, of the Receiver shall have and exercise overall command control of any Sender's police officers participating in Mutual Law Enforcement Assistance.
- N. The nature of the emergency, or unusual occurrence as determined by the Receiver's Chief of Police, shall be a consideration in determining where the Sender's personnel shall be deployed. In the event of natural disaster, the Sender's personnel shall be generally deployed on the scene of the disaster. In the event of a civil disturbance, the Sender's personnel generally shall be deployed as supporting units.
- O. All parties to this Agreement shall be alerted by the most expeditious communications system of the possible need for Mutual Law Enforcement Assistance and, if necessary, the need to have various departments placed on a Standby Alert status. A "Tactical Alert Notice," in accordance with existing operational readiness plans, shall be used as a means of alerting all parties that an unusual occurrence is either anticipated or already in progress. The decision to call a "Tactical Alert" is that of the Receiver's Chief of Police or his designated representative.
- P. The request for assistance shall state, as a minimum:
1. The nature of the emergency, its specific location and estimated duration.
 2. The type and number of personnel requested.
 3. The type of logistical support needed.
 4. The name, and location of the senior police officer to whom the Sender's personnel shall report.

INTERAGENCY MUTUAL AID/ASSISTANCE AGREEMENT

Middleborough

Alfred P. Rullo, Jr. Date
Chairman, Board of Selectmen

Steve McKinnon Date
Vice-Chairman, Board of Selectmen

Steven P. Spataro Date
Board of Selectmen

Ben Quelle Date
Board of Selectmen

Allin Frawley Date
Board of Selectmen

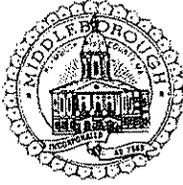
Bruce D. Gates Date
Chief of Police

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346

(508) 947-1212

Fax (508) 947-1009



Bruce D. Gates
Chief of Police

May 3, 2011

Board of Selectmen
Town Hall
Middleborough, MA 02346

RE: Middleboro Sportsman's Club, Inc.

Honorable Board,

I would request the Board vote to sign the release/waiver of the Middleboro Sportsman's Club, Inc..

The Middleboro Sportsman's Club, Inc. have agreed to allow the Middleborough Police Department to use there facility on Plain St. for our annual mandatory firearms qualification at no charge.

The Club did request a liability release/waiver from the Town. Town Counsel Dan Murray drafted the attached proposal. I have discussed it with the Sportsman's Club President and he agreed to it.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Bruce D. Gates".

Bruce D. Gates,
Chief of Police

c/c
Charles Cristello,
Town Manager

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

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
FAX (508) 947-7147

WAREHAM OFFICE:
219-B MAIN STREET
(508) 947-4433

May 2, 2011

Bruce Gates, Police Chief
Town of Middleborough
(via FAX# 508-947-1009)

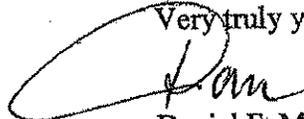
RE: Middleboro Sportsmen's Club, Inc. – release/waiver – firing range

Dear Bruce:

I enclose a draft release/waiver. As discussed, the draft does not contain an agreement to indemnify and hold the Club harmless for any claims asserted by anyone against the Club on account of injuries/death which occur while Department personnel are using the firing range.

Please review this document with Club personnel and advise if it will satisfy the Club.

Very truly yours,



Daniel F. Murray
Town Counsel

DFM/s
11-103

cc: Charles J. Cristello, Town Manager (via email)

RELEASE/WAIVER

The **Town of Middleborough**, a Massachusetts municipal corporation (the "Town") acting through its Board of Selectmen, in consideration of **Middleboro Sportsmen's Club, Inc.**, a Massachusetts corporation (the "Club") with a regular place of business in Middleborough, Massachusetts, permitting active and retired members of the Town's Police Department to use the Club's firing range facilities at its property on Plain Street in Middleborough, Massachusetts in connection with annual firearms qualification by said members, hereby releases the Club and its officers, employees, and members for any and all liability for any claims for loss or damage of whatever description which the Town may have in connection with personal injuries, including death, which may be sustained by said members of the Police Department while at the Club's firing range facilities. The Town hereby covenants with the Club not to sue the Club or its officers, employees and members on account of any such claim for loss or damage and hereby waives any such claim.

Excepted from this release/waiver shall be any loss or damage caused by the negligence or deliberately wrongful act of the Club or its officers, employees or members.

WITNESS the seal of the Town of Middleborough this _____ day of May, 2011.

Board of Selectmen

**MEMORANDUM OF AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND
THE NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, AFL-CIO LOCAL
96(MIDDLEBOROUGH POLICE SUPERIOR OFFICERS)**

The Town of Middleborough (“the Town”) and the New England Police Benevolent Association, AFL-CIO, Local 96, Middleborough Police Superior Officers (“Local 96”) hereby agree that the collective bargaining agreement between the Town and Local 96 will be extended for one year, through June 30, 2012, with the changes agreed to by the parties’ negotiating teams and set forth below. This offer and Agreement shall be considered **off-the-record** until ratified by Local 96’s membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification.

If ratified by both parties’ principals, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement and the material terms of the parties’ MOA for 2007-10 that have not been rendered moot into the unchanged provisions of the 2004-2007 Agreement that have not been rendered moot. Failing ratification by both parties’ principals, the Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions.

Unless otherwise specified, all the changes set forth below will take effect July 1, 2010.

-
1. **ARTICLE V-UNIFORMS AND EQUIPMENT**- Section B: Add a sentence that reads as follows: “Effective for FY 2012, as an the alternative, a member otherwise eligible for a clothing allowance may chose to receive it under a voucher reimbursement system established by the Department. Any balance on the member’s clothing allowance account as of June 1st will be paid by check to the member by the last pay period of the same fiscal year.”
 2. **ARTICLE VI-EXTRA PAID DETAILS**
 - a. Change the first two sentences of section “B” to read as follows: “Effective the first full month following the ratification by both parties’ of the MOA for the Contract

succeeding the 7/1/07-6/30/10 Contract, such details, except those worked for the Town of Middleborough shall be compensated at \$43 per hour.”

- b. Substitute the following two sentences for the second sentence of section “C”: “Pay increments will be as follows: Four (4) hour minimum through the first four(4) hours, then hourly as determined by the job until its completion. Effective July 1, 2011, details worked for Middleborough Gas & Electric will be paid in four (4) hour minimum payment blocks.”
3. **ARTICLE X-COURT TIME**-Add the following as section “C.”:

“A member of the bargaining unit scheduled to work a day shift who is instead assigned to a Court appearance will return to complete the shift after the completion of his Court assignment unless the assignment requires him to remain at the Court past 2:30 p.m.”
4. **ARTICLE XI-HOLIDAYS**- Change Section E to allow each member of the bargaining unit to take up to 7 (seven) holidays as days off.
5. **ARTICLE XIII-HOURS OF DUTY-Section J- p. 18; Minimum Staffing language**

Delete current language and insert in its place:

“A shift shall consist of at least five (5) uniformed officers, at least one of whom must be a supervisor. The administrative lieutenant or the Chief can fill the one supervisor requirement. On the 8 a.m.- 4 p.m. shift, except for holidays, when the regularly scheduled shift supervisor is absent, the Chief may assign a senior patrol officer who is already working to serve as shift supervisor. For all shifts, where the regularly scheduled supervisor is absent and the Chief or his designee determine that a supervisor has to be called in, a member of the Superior Officers bargaining unit will be called first. If a bargaining unit member is not available to fill the shift, a senior officer may be called in. For purposes of this section, a senior officer is a patrol officer with at least six (6) years experience within the Middleborough Police Department.”

6. **ARTICLE XVI-GRIEVANCE PROCEDURE**- The provisions of this article will be in full force and effect the day after the ratification by both parties’ of this MOA. The parties reserve their positions on the enforceability of this article for any grievance filed between June 30, 2010 and the date established in the preceding sentence.
7. **ARTICLE XVIII-GROUP INSURANCE- Sections B, C-p. 23**

Replace sections A and B with the following language-

“The Town’s contribution to the PPO plan it offers will be 60 % (sixty percent) of the monthly premium. The Town’s contribution to the HMO plan it offers will be 80% (eighty

percent) of the monthly premium. Except for the Town's contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage, except that the Town will provide reimbursements, after July 1, 2010, for the following:

a. Effective July 1, 2010-December 31, 2010, the amount by which a co-pay for a 90-day drug prescription or refill (Tier 3) exceeds \$60. Effective January 1, 2011-June 30, 2012, the amount by which a co-pay for a 90-day drug prescription or refill (Tier 3) exceeds \$50;

b. Effective July 1, 2010-June 30, 2012, the amount by which a deductible for a hospital admission exceeds \$300;

c. Effective July 1, 2010-December 31, 2010, the amount by which a deductible for a day surgical procedure exceeds \$75. Effective January 1, 2011 through June 30, 2012, the amount by which a deductible for a day surgical procedure exceeds \$25

d. Effective January 1, 2011 through June 30, 2012, the amount by which a co-pay to see a specialist physician exceeds \$15.

e. After an employee on an individual HMO plan has expended a total of more than \$160 in a fiscal year to pay any increase from fiscal year 2010 in the co-pays and deductibles described in a, b, c and d ("the increases"), the Town will reimburse the full amount of the increases in those co-pays and deductibles.

f. After an employee on an a family HMO plan has expended a total of more than \$ 420 in a fiscal year to pay any increase from fiscal year 2010 in the co-pays and deductibles in a, b, c and d ("the increases"), the Town will reimburse the full amount of the increases in those co-pays and deductibles.

g. Increases paid by the employee in FY 11 under either the July 1, 2010-December 31, 2010 or January 1-June 30, 2011 reimbursement program will be cumulative for purposes of determining whether the employee reached the \$160 or \$420 ceiling in FY 2011.

The reimbursement of the amounts described above will be done under a reimbursement procedure established by the Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.

Any reduction in the reimbursement program on or after June 30, 2012 is subject to the Town meeting any bargaining obligation it has to implement the reduction.

The Town will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.”

8. ARTICLE XXVIII- TERMS, AMENDMENTS AND MODIFICATION OF THE AGREEMENT-p. 31

a. Section C- Change to read as follows:

“C. The term of this Agreement shall be from July 1, 2010 through June 30, 2012. However, at the request of either party, the Agreement may be reopened to bargain about wages only in the second year, July 1, 2011 through June 30, 2012, except that this reopener shall not apply to ARTICLE XVIII-GROUP INSURANCE.

b. Delete sections F and G as moot or redundant.

9. The parties will withdraw, with prejudice to re-filing, any pending charges at the Division of Labor Relations, i.e., the Town’s charge against the Union and the Union’s charges against the Town.

10. NO BARGAINING UNIT LAYOFFS THROUGH FISCAL YEAR 2011

The Town agrees that there will be no layoff or reduction in rank, for fiscal reasons only, of a bargaining unit employee through June 30, 2012.

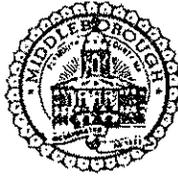
11. The Town reserves its rights in FY 2012 and beyond, including as set forth in any prior notice, related to its obligations under any Contract provision that can be interpreted to require minimum shift staffing.

LOCAL 96

TOWN OF MIDDLEBOROUGH

DATED:

DATED:



DRAFT

ANNUAL MEETING WARRANT

Middleborough, Massachusetts

To Bruce Gates, Police Chief or any of the
Police Officers of the Town of Middleborough

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn all the inhabitants of said Town, qualified to vote in Town affairs, to meet in the **Auditorium of the Middleborough High School, on Monday, June 6, 2011, at 7:30 P.M.**, to act on the following articles:

ARTICLE 1. To hear the report of any committee or officer of the Town, to appoint any committee, or act anything thereon.

ARTICLE 2. To see if the Town will vote to raise and appropriate a sum of money by taxation or from available funds in the treasury to defray expenses of the Town for the fiscal year beginning on July 1, 2011, relating to all or any of its officers, boards or departments and for purposes authorized by law, or act anything thereon.

ARTICLE 3. To see if the Town will vote to transfer from the income from the sales of gas and electricity a sum of money to the Assessors for the purpose of fixing the tax rate for Fiscal Year 2012, or act anything thereon.

ARTICLE 4. To see if the Town will vote to transfer \$96,950 from the receipts reserved for the Water Pollution Abatement Trust Loan Repayment Account in order to meet the Town's obligation for payment of the Water Pollution Trust Loan, or act anything thereon.

ARTICLE 5. To see if the Town will vote pursuant to Section 53E ½ of Chapter 44 of the General Laws, as amended, to authorize and/or reauthorize establishment of one or more revolving funds for the purpose of funding certain activities and operations of certain departments and programs of the Town during Fiscal Year 2012, or act anything thereon.

Municipal Fire Alarm System	Not to exceed \$15,000
Hazardous Materials Incident Training & Materials	Not to exceed \$50,000
Recycling Program	Not to exceed \$2,500
Composting Bin Program	Not to exceed \$2,500
Herring Fishery Program	Not to exceed \$100,000
Recreation and Sports Program	Not to exceed \$100,000
Zoning Map, Bylaws and	Not to exceed \$2,500
Subdivision Rules & Regulations	

ARTICLE 6. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source to fund one or more collective bargaining agreements, or act anything thereon.

ARTICLE 7. To see if the Town will vote to raise and appropriate and /or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source for the purpose of reimbursing Town employees and retired Town employees and other persons enrolled in the Town's health insurance plans for some of the increases in health insurance HMO and PPO deductibles and co-payments paid by said employees and retirees and other persons during Fiscal Year 2012 and in excess of the amounts of such deductibles and co-payments applicable during Fiscal Year 2010, and to pay any related costs, or act anything thereon.

ARTICLE 8. A NEW DAY (formerly Womansplace Crisis Center) requests from the Town of Middleborough that \$1,500 be raised and appropriated to A New Day in fiscal year 2012 in lieu of services provided to the sexual assault survivors and their families.

By petition

ARTICLE 9. To see if the Town will vote to accept Clause 56 of G.L. c.59, ss 5 which would allow members of the Massachusetts National Guard or military reservists who are on active duty to obtain a reduction of all or part of their real and personal property taxes for any fiscal year they are serving in a foreign country, or act anything thereon.

ARTICLE 10. To see if the Town will vote to raise and appropriate the sum of \$200,000.00 by borrowing under General Laws, Chapter 44, by borrowing from the Massachusetts Water Pollution Abatement Trust pursuant to General Laws Chapter 29C, or by raising and appropriating said sum from some other source for the purpose of funding the Town's program to repair, replace or upgrade septic waste disposal systems, or act anything thereon.

ARTICLE 11. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$400,000 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to purchase a new engine for the Fire Department, or act anything thereon.

ARTICLE 12. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$287,000 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to purchase a new sander for the Public Works Department, a new utility truck for the Wastewater Department, and a new van for the Water Department, or act anything thereon.

ARTICLE 13. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to repair the Town Hall Cupola and to make exterior repairs to the Town Hall Annex and Public Library, or act anything thereon.

ARTICLE 14. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$520,000 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to replace windows and repave the parking lot at the Elementary Complex, or act anything thereon.

ARTICLE 15. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$170,000 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to replace part of the floor tiles at Middleborough High School, and install security cameras and access control card readers at all school buildings, or act anything thereon.

ARTICLE 16. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$253,095 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to purchase staff/classroom computers, printers, and file servers, LCD projectors and instructional technology, and computer network infrastructure for the School Department and to purchase computers, servers, monitors, printers, and related hardware for various Town departments, or act anything thereon.

ARTICLE 17. To see if the Town will vote to authorize the Board of Selectmen to enter into an agreement with the Town of Lakeville to provide water service to certain properties in the Town of Lakeville on such terms and conditions as the Board of Selectmen determines, or act anything thereon.

ARTICLE 18. To see if the Town will vote to: (a) approve a Tax Increment Financing ("TIF") Plan and Agreement pursuant to Massachusetts General Laws c. 23A, §3E between Ocean Spray Cranberries, Inc. and the Town of Middleborough for an expansion project located at 152 Bridge Street shown on Assessors' Map 64, Lot 4545 which TIF provides for tax exemptions over a twenty (20) year period at the rates set forth therein, substantially in the form on file with the Board of Selectmen and the Town Clerk, subject to approval by the Economic Assistance Coordinating Council of the Commonwealth of Massachusetts ("EACC"); (b) authorize the Board of Selectmen to execute the TIF Agreement, and any necessary documents relating thereto, and to take such other actions as are necessary or appropriate to implement those documents; (c) authorize the Board of Selectmen to submit all such documents to the EACC under the Economic Development Incentive Program for approval and designation of the Bridge Street Economic Opportunity Area expansion project, TIF Plan and TIF Agreement and Certified Project Application described therein; (d) take such other and further action as may be necessary or appropriate to carry out the purposes of this article; and (e) or act anything thereon.

ARTICLE 19. Local Adoption of Chapter 43D Expedited Permitting – South Middleborough Property

To see if the Town will vote to accept the provisions of Chapter 43D of the MA General Laws as amended pursuant to Section 11 of Chapter 205 of the acts of 2006, and to approve the filing of an application with the Interagency Permitting Board for the designation of land generally bounded by Route 28 (Wareham Street) and Route 495, totaling 134.6 acres, assessor's Map #:88: Lots 3449, 3488, 4234, 4285, 5056 and Map #94: :Lots 1026, 274, 5966 as a Priority Development Site, or act anything thereon.

ARTICLE 20. To see if the Town will vote pursuant to Section 53E ½ of Chapter 44 of the General Laws, as amended, to authorize establishment of an Administrative Services revolving fund for the purpose of funding certain activities and operations of the Conservation Commission during Fiscal Year 2012, or act anything thereon.

ARTICLE 21. To see if the Town will vote to adopt the following bylaw –
Community Preservation Bylaw

Section 1: Establishment

The Town of Middleborough hereby establishes a Community Preservation Committee, consisting of nine (9) voting members pursuant to MGL Chapter 44B, Section 5. The composition of the Committee, the appointing authority and the term of office for the Committee members shall be as follows:

One member of the Conservation Commission as designated by the Commission for a term of three years.

One member of the Historical Commission as designated by the Commission for a term of three years.

One member of the Housing Authority as designated by the Authority for a term of three years.

One member of the Planning Board as designated by the Board for an initial term of two years and thereafter for a term of three years.

One member of the Park Commission as designated by the Commission for an initial term of one year and thereafter for a term of three years.

Two at-large members to be appointed for a term of two years and thereafter for a term of three years.

Two at-large members to be appointed for a term of one year and thereafter for terms of three years.

The initial four at-large members shall be appointed by majority vote during a joint meeting of the statutory members of the Community Preservation Committee and the Board of Selectmen. Further, prior to this joint meeting, the Board and the Committee shall each receive the applications of interested persons and may interview the applicants. Thereafter, the appointment of at-large members shall be by majority vote during a joint meeting of the Board of Selectmen and all members of the Community Preservation Committee.

Notwithstanding the terms of office set forth above, in the event that a person no longer serves in the position or on the commission, board or authority designated above, such person shall be deemed to have vacated his or her position on the Community Preservation Committee.

Should any of the commissions or boards who have appointing authority under this Section be no longer in existence for whatever reason, the appointing authority for that commission, board or authority shall become the responsibility of the Board of Selectmen.

Section 2: Duties

1. The Community Preservation Committee shall study the needs, possibilities and resources of the town regarding community preservation. The Committee shall consult with existing municipal boards, including but not limited to, the Board of Selectmen, the Conservation Commission, the Historical Commission, the Planning Board, the Parks Commissioners and the Housing Authority, or persons acting in those capacities or performing like duties, in conducting such studies. As part of its study, the Committee shall hold one or more public

informational hearings on the needs, possibilities and resources of the Town regarding Community Preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper of general circulation in the Town.

2. The Community Preservation Committee shall make recommendations to Town Meeting for the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation and preservation of land for recreational use; for the acquisition, creation, preservation and support of community housing; and for the rehabilitation or restoration of open space, land for recreational use and community housing that is acquired or created with Community Preservation Funds. With respect to community housing, the Community Preservation Committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites.
3. The Community Preservation Committee may include in its recommendation to the Town Meeting a recommendation to set aside, for later spending, funds for specific purposes that are consistent with Community Preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose or recommended action to set aside for later spending funds for general purposes that are consistent with community preservation.

Section 3: Requirement for a quorum and cost estimates

The Community Preservation Committee shall not meet or conduct business without the presence of a quorum. A majority of the members of the Community Preservation Committee shall constitute a quorum. The Community Preservation Committee shall approve its actions by majority vote. Recommendations to the Town Meeting shall include their anticipated costs.

Section 4: Amendments

This bylaw may be amended from time to time by a majority vote of the Town Meeting, provided that the amendments would not be in conflict with Chapter 44B of the Massachusetts General Laws.

Section 5: Severability

In case any section, paragraph or part of this by-law be for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect.

Section 6: Effective Date

Following Town Meeting approval, this bylaw shall take effect under and pursuant to the procedures and requirements of General Laws Chapter 40, Section 32. Each designating and appointing authority shall have thirty days after the bylaw takes effect to make their initial appointments, or act anything thereon.

ARTICLE 22. To see if the Town will vote to rescind the vote taken under Article 23 of the warrant for the June 14, 1993 Special Town Meeting that the Board of Selectmen shall be the Rent Board for the purpose of regulating rents, minimum standards for the use or occupancy of mobile home park accommodations and evictions of tenants therefrom pursuant to the provisions of Chapter 703 of the Acts of 1985, to authorize the Board of Selectmen to appoint a five (5)

member Rent Board pursuant to the provisions of Chapter 703 of the Acts of 1985 for such terms as the Board of Selectmen determines, to provide that the Board of Selectmen shall by appointment fill any vacancies in the Rent Board, to provide that the Board of Selectmen shall cease to be the Rent Board under Chapter 703 of the Acts of 1985 from and after December 1, 2011 and that the members of the Rent Board appointed by the Board of Selectmen shall take office on December 1, 2011, or act anything thereon.

ARTICLE 23. To see if the Town will vote to authorize the Board of Selectmen to petition the General Court of the Commonwealth to enact special legislation to provide that any agreement for a term of more than two (2) years made by the Town with any other governmental unit under the provisions of Section 4A of Chapter 40 of the General Laws respecting the sale by the Town of Middleborough of water or wastewater treatment services shall be subject to authorization by the Town Meeting, or act anything thereon.

ARTICLE 24. To see if the Town will vote to authorize the Board of Selectmen to petition the General Court of the Commonwealth to enact legislation to allow the Board to impose reasonable fees for the employment of outside consultants under the provisions of General Laws Chapter 44, Section 53G in connection with its review of Earth Removal permit applications under the Town's Earth Removal By-law, or act anything thereon.

ARTICLE 25. To see if the Town will vote to adopt the following by-law –

Section 1. A record owner of a lot of land which abuts a Town way who intends to construct a building or other structure on the lot and which construction requires a building permit shall, before commencement of construction, file a written notice of intent to construct with the Director of the Town's Department of Public Works (the "Director"). The notice shall contain the street address of the lot on which construction is to take place, the name(s) of the record owner(s) of the lot, a description of the proposed construction, the estimated dates when construction will take place, and the vehicles, equipment and machinery which will be used in such construction. Upon receipt of such notice, the Director may require the record owner of the lot to provide to the Town a monetary bond ("bond") in an amount not to exceed Two Thousand Dollars (\$2,000.00). The Director in determining whether to require a bond and the amount of the bond shall take into consideration the nature of the proposed construction, when the proposed construction is to occur, the vehicles, equipment and machinery likely to be used in such construction, the condition of the Town way on which the lot abuts and the purpose of the bond as set forth in Section 2.

Section 2. The purpose of a bond under this by-law is to provide money to the Town to defray the cost to restore or repair a Town way which incurs damage caused by or arising from the use of vehicles, equipment or machinery in connection with the construction of a building or structure on a lot which abuts the Town way.

Section 3. If the Director requires a bond, the record owner of a lot shall provide such bond to the Town before commencement of construction.

Section 4. When a record owner of a lot who provided a bond pursuant to this by-law notifies the Director that construction has been completed including completion of any related lot grading and/or landscaping, the amount of the bond shall be refunded to the record owner less an amount determined by the Director for the cost to restore or repair the Town way on which the lot abuts which way incurred damage caused by vehicles, equipment or machinery in connection with construction on the lot. The Town shall retain such amount determined by the Director for the cost to restore or repair the Town way and refund the remainder of the bond amount to the record owner of the lot who provided the bond.

Section 5. Violation of Section 1 or Section 2 hereof by a record owner of a lot shall be punished by a fine of One Hundred Fifty Dollars (\$150.00) for each violation, or act anything thereon.

ARTICLE 26. To see if the Town will vote to authorize the Board of Selectmen to acquire easements in two parcels of land by gift, purchase or eminent domain in connection with the

project to improve drainage on Thompson Street, such parcels being shown on a plan entitled "DRAINAGE EASEMENT PLAN, Map 14 Plot 732, Map 23 Lot 766, 174 & 176 Thompson Street, Middleboro, Mass. Date: March 14, 2011." By Michael J. Koska & Associates, Inc. Said property owners are Goldman, 174 Thompson Street and Ribeiro, 176 Thompson Street, or act anything thereon.

ARTICLE 27. To see if the Town will vote to authorize the Board of Selectmen to acquire easements in one parcel of land by gift, purchase or eminent domain in connection with the project to improve the intersection of Rocky Meadow Street at Tispaquin Street, such parcel being shown on a plan entitled "ROADWAY EASEMENT PLAN FOR ROCKY MEADOW AND TISPAQUIN STREETS, Map 44 Plot 5527, Middleboro, Mass. Date: March 30, 2011." By Michael J. Koska & Associates, Inc. Said property owner is Rudolph, 52 Rocky Meadow Street, or act anything thereon.

Given, under our hands at Middleborough, this 9th day of May, 2011.

Alfred P. Rullo, Jr., Chairman

Stephen J. McKinnon, Vice Chairman

Steven P. Spataro

Allin Frawley

Ben Quelle

BOARD OF SELECTMEN

Pursuant to the instructions contained in the above warrant, I have notified and warned all inhabitants of said Town of Middleborough, qualified to vote as expressed in said warrant, to meet at the time and place for the purpose specified by causing an attested copy of the same to be published in the Middleboro Gazette on the **19th day of May, 2011**, that date being more than seven days before the time specified for said meeting.

BRUCE GATES
Police Chief

WARRANT FOR SPECIAL TOWN MEETING

Middleborough, Massachusetts

To Bruce Gates, Police Chief or any of the
Police Officers of the Town of Middleborough

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn all the inhabitants of said Town, qualified to vote in Town affairs, to meet in the **Auditorium of the Middleborough High School, on Monday, June 6, 2011 at 7:00 P.M.**, to act on the following articles:

ARTICLE 1. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account, or other available source, to supplement and/or adjust departmental budgets for Fiscal Year 2011, or act anything thereon.

ARTICLE 2. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account, or other available source for unpaid bills from prior years, or act anything thereon.

ARTICLE 3. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account, the Wastewater Enterprise Unreserved/Retained Earnings account, or other available source to fund sick leave buy-backs or act anything thereon.

Given, under our hands at Middleborough, this 9th day of May, 2011.

Alfred P. Rullo, Jr., Chairman

Stephen J. McKinnon, Vice Chairman

Steven P. Spataro

Allin Frawley

Ben Quelle

BOARD OF SELECTMEN

Pursuant to the instructions contained in the above warrant, I have notified and warned all inhabitants of said Town of Middleborough, qualified to vote as expressed in said warrant, to meet at the time and place for the purpose specified by causing an attested copy of the same to be published in the Middleboro Gazette on the 19th day of May, 2011, that date being more than fourteen days before the time specified for said meeting.

BRUCE GATES
Police Chief