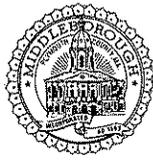


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Town of Middleborough
Massachusetts

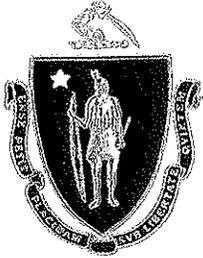
1
Town Manager

508-947-0928
FAX 508-946-2320

TOWN MANAGER'S REPORT
JUNE 25, 2012

Attached please find correspondence from the office of the Town Manager for your review. Thank you.

Charles J. Cristello
Town Manager



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

June 18, 2012

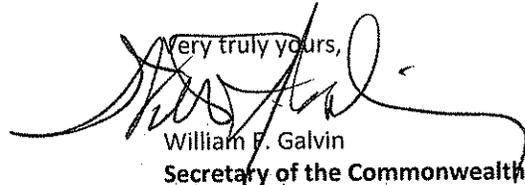
Mr. Charles J. Cristello
Town Manager
Town of Middleborough
10 Nickerson Avenue
Middleborough MA 02346

Dear Mr. Cristello:

Under 950 CMR section 73.08 of the Massachusetts Preservation Projects Fund regulations, I am pleased to award the **Middleborough Town Hall** an emergency grant in the amount of **\$24,000** toward cupola repairs beyond the original project scope.

Middleborough Town Hall was constructed in 1873 in the Colonial Revival style and was the design of the architect Soloman Eaton. The wood-frame building is large with a low hip roof capped by a tall, narrow central drum, dome and cupola. A large two-story assembly hall is located in the center of the building. The building serves as the town hall and holds various staff offices including the assessor, town manager, board of selectmen. Thanks to your support of historic preservation the Middleborough Town Hall will continue to serve the residents of Middleborough.

In order to expedite the emergency grant process, please have the appropriate person contact Brona Simon, Executive Director of the Massachusetts Historical Commission at (617) 727-8470 to answer any questions and to make arrangements to sign the required documents.

Very truly yours,

William F. Galvin
Secretary of the Commonwealth
Chairman of the Massachusetts
Historical Commission

CC: Michael A. Maresco, Assistant Secretary of the Commonwealth
Brona Simon, Executive Director

**INTERMUNICIPAL WATER AGREEMENT
BETWEEN
THE TOWN OF MIDDLEBOROUGH
AND
THE TOWN OF LAKEVILLE**

THIS AGREEMENT made and entered into this _____ day of _____ A.D., 2012, (“Agreement”), by and between the Town of Middleborough, a municipal corporation in the Commonwealth of Massachusetts, located in Plymouth County, acting by its Board of Selectmen (“Middleborough”), and the Town of Lakeville, a municipal corporation in the Commonwealth of Massachusetts, located in Plymouth County, acting by its Board of Selectmen, (“Lakeville”).

WITNESSETH:

WHEREAS, Middleborough is willing to deliver drinking water to Existing Water Customers (hereafter defined) in Lakeville; and

WHEREAS, Lakeville agrees with Middleborough that Middleborough may deliver drinking water to Existing Water Customers in Lakeville on terms and conditions set forth in this Agreement; and

WHEREAS, Lakeville agrees that it is in the interests of public health, safety and welfare of its residents for Lakeville to enter into this Agreement to permit Middleborough to provide water service to the Existing Water Customers.

WHEREAS, the parties enter this Agreement pursuant to the provisions of Massachusetts General Laws, Chapter 40, Section 4A; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the sufficiency of which is hereby acknowledged, and in order to secure the services described below, the parties hereto agree as follows:

ARTICLE I

- A. The terms Existing Water Customers and Existing Water Customer for purposes of this Agreement shall mean those parties identified as Existing Water Customers in the Schedule attached hereto. The terms Existing Water Customers and Existing Water Customer shall include those persons who are the record owner(s) of a property identified in the Schedule at the time of this agreement and their successor(s) in title to the property.
- B. Middleborough is hereby authorized to supply water to Existing Water Customers.
- C. Sale or conveyance or other change of record ownership of a property identified in the attached Schedule by an Existing Water Customer shall not prevent Middleborough from continuing water service, as the case may be, to the successor owner(s) of the property.
- D. Middleborough may in its sole discretion terminate water service to an Existing Water Customer in the event that the use of the property of such customer being served changes to a use other than the Property Use of the property which is identified in the attached Schedule. Examples of use changes without limitation are: (1) a single family dwelling use is changed to a multiple dwelling use; (2) a single family dwelling use is changed to a business or commercial use; or (3) a single family dwelling use is changed to more than one single family dwelling use.
- E. Middleborough may in its sole discretion discontinue and terminate water service to an Existing Water Customer if the annual calendar year water

consumption for a particular property of an Existing Water Customer exceeds the water consumption for the property being served for the immediately preceding calendar year by one hundred percent (100%) or more than one hundred percent (100%).

- F. Middleborough may terminate water service to an Existing Water Customer in the event the customer fails to pay Middleborough for the water as billed by Middleborough.
- G. Lakeville shall take reasonable action to encourage payment of delinquent water bills of Existing Water Customers upon receipt of written notice from Middleborough.

ARTICLE II

Section 201. **Obligations of Lakeville.** Lakeville understands and agrees to the following obligations, limitations, and commitments, in return for Middleborough's agreement to supply water to Existing Water Customers.

- A. **Limitation of Rights.** Nothing in this Agreement shall be construed as a grant by Middleborough of any exclusive right or privilege, or any waiver of any existing rights. Lakeville and all Existing Water Customers shall comply in all respects with the Rules and Regulations and rates of the Middleborough Water Department as in force from time to time, unless otherwise specified herein.
- B. The term of this Agreement shall be for ten years and shall commence on October 1, 2012 and end on September 30, 2022 or upon termination by Middleborough of water to all Existing Water Customers, whichever is

earlier, provided that this Agreement is approved by the Middleborough Town Meeting as required by the Town of Middleborough by-laws.

- C. Lakeville and all Existing Water Customers shall do everything in their power to minimize wasteful use of water supplied by Middleborough.
- D. Middleborough may from time to time impose restrictions on the use of water by Existing Water Customers pursuant to Middleborough's Water Use Restriction By-law and as the same may be amended. Such restrictions may include but are not limited to outside watering bans, odd/even outside sprinkler use prohibition, day outside watering prohibition and other limitations. All Existing Water Customers shall comply with any such restrictions imposed by Middleborough.
- E. **Conformance to Law.** Middleborough, Lakeville, and all Existing Water Customers shall abide by all applicable laws of the United States and the Commonwealth of Massachusetts, together with such Rules and Regulations and rates as Middleborough may promulgate from time to time with regard to its water system. Middleborough shall provide Existing Water Customers with a thirty (30) day advance written notice of any proposed changes in its regulations that would impact such Existing Water Customers. Failure of such notice shall not relieve Lakeville or any Existing Water Customers from being subject to such changes.

Section 202. **Impairment of Supply.**

- A. **Responsibility.** Middleborough may not be compelled to furnish water to Existing Water Customers continuously in the case of accident, or in the event

that the water mains or their appurtenances or the source upon which the water supply is dependent are impaired. For purposes of this subsection, the word "accident" shall mean, among other things, any occurrence occasioned by the consequences of any act of God, act of public enemy, wars, blockades, riots, natural disasters, civil disturbances, labor strikes, power failures, explosions, or any cause which is not within the control of Middleborough, or which Middleborough is reasonably unable to overcome by the exercise of due diligence. None of the above-referenced causes or contingencies affecting performance shall relieve the Existing Water Customers from any obligation to make payments of amounts then due in respect to water theretofore delivered. Middleborough shall be the sole judge in all these matters, and its decision shall be final and binding upon Lakeville and the Existing Water Customers.

Section 203. **Correspondence.** Correspondence by Lakeville to Middleborough concerning any matter under this Agreement shall be sent to:

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

Correspondence by Middleborough to Lakeville concerning any matter under this Agreement shall be sent to:

Board of Selectmen
Town of Lakeville
Town Hall
346 Bedford Street
Lakeville, MA 02347

ARTICLE III PAYMENTS FOR SERVICES

Section 301. **Rates.** The rates charged for water delivered to Existing Water Customers shall be the same as the rates charged to comparable Middleborough customers located within Middleborough. Middleborough shall have the right and discretion to change water rates for customers in Middleborough at any time during the term of this Agreement which change(s) will impact rates payable by Existing Water Customers. The record owner(s) of a property being served pursuant to this Agreement shall be responsible to pay the rates charged for water service.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 401. This Agreement constitutes the entire Agreement between the parties.

Section 402. **Severability.** If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

Section 403. This Agreement shall be for the benefit of and be binding upon the parties and their respective agents and legal representatives.

Section 404. **Amendment.** Except where otherwise provided for herein, the provisions, terms and conditions of this Agreement shall be modified only by written amendment(s) to this Agreement, executed with the same formality as this Agreement.

Section 405. Lakeville shall not assign its rights and obligations under this Agreement unless Middleborough consents to such assignment in writing. Middleborough shall not be required to consent to any assignment.

Section 406. **Waiver.** Failure of Middleborough to exercise any right hereunder shall not be deemed to prevent the exercise of such right at some future time.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts,
each of which shall be deemed an original on the date first set forth above.

Town of Lakeville Board of Selectmen

Town of Middleborough Board of Selectmen

MIDDLEBORO WATER DEPARTMENT
OUT OF TOWN CUSTOMERS

** UPDATED 6/13/2012 **

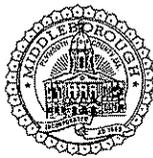
ACCOUNT #	NAME & MAIL ADDRESS	SERVICE ADDRESS	STATUS
2-1006	Bridgewater Savings Bank 756 Orchard Street Raynham, MA 02767	6 Main Street Lakeville	Active
2-1008	Richard & Nancy Aaron 8 Main Street Lakeville, MA 02347	same	Active
2-1010-1	Jack Conway & Co., Inc 10 Main Street Lakeville, MA 02347	same	Active
2-1020	Virginia Carrier 20 Main Street Lakeville, MA 02347	same	Active
2-1022	Janet M. Black 7 Twin Oak Road Lakeville, MA 02347	22 Main Street Lakeville	Active
2-1026	Stacey Kilburn & Josepn Cataloni 26 Main Street Lakeville, MA 02347	same	Active
2-1027	Anne Higgins 26R Main Street Lakeville, MA 02347	same	Active
2-1028	SFG Associates, Inc. 28 Main Street Lakeville, MA 02347	same	Active
2-1030	Darryl J. Bernier P.O. Box 464 Middleboro, MA 02346	30 Main Street Lakeville	Active
2-1032	**** 32 Main Street Realty LLC P.O. Box 861 Lakeville, MA 02347	32 Main Street Lakeville WALGREENS	Demolished NOW TAUNTON WATER
2-1034	**** Joseph & Noreen Rebeiro 34 Main Street Lakeville, MA 02347	same WALGREENS	Demolished NOW TAUNTON WATER
2-1036	Diana Starr 36 Main Street Lakeville, MA 02347	same	Active
2-1038	Marilyn Quelle 38 Main Street Lakeville, MA 02347	same	Active
2-1103	**** Dan Conway Realty 347 Foundry St Unit A North Easton, MA 02356	3 Bridge Street Lakeville (New owner June 2011)	

MIDDLEBORO WATER DEPARTMENT
OUT OF TOWN CUSTOMERS

** UPDATED 6/13/2012 **

ACCOUNT #	NAME & MAIL ADDRESS	SERVICE ADDRESS	STATUS
2-1104	Leonard F. Vickery 4 Bridge Street Lakeville, MA 02347	same	Active
2-1106	**** McCarron Development Corp. Philip McCarron 2 Shaylee Lane Lakeville, MA 02347	6 Bridge Street NOW 'BRIDGE ST CROSSING ' (CONDO'S)	Off at curb 10/5/10 DEMOLISHED NOW TAUNTON WATER
2-1107	Richard Crowell 7 Bridge Street Lakeville, MA 02347	same	Off at curb 10/21/04
2-1110	Jo-Ellen Kenney 10 Bridge Street Lakeville, MA 02347	same	Active
2-1111	Arleen M Bowles 11 Bridge Street Lakeville, MA 02347	same	Active
2-1112	Brian & Denise Manning 12 Bridge Street Lakeville, MA 02347	same	Active
2-1113	Arthur & Susan McTernan 13 Bridge Street Lakeville, MA 02347	same	Active
2-1114	Antonio Amaral 14 Bridge Street Lakeville, MA 02347	same	Active
2-1118	**** P. Marshall & T Burgess 18 Bridge Street Lakeville, MA 02347	same (New owner Dec 2008)	Active
2-1122	Glen Robbins 22 Bridge Street Lakeville, MA 02347	same	Active
2-1126	Howard Bumpus 26 Bridge Street Lakeville, MA 02347	same	Active
2-1140	Clifford Chausse 1 Old Bridge Street Lakeville, MA 02347	same	Active
2-1141	Barry Standish 2 Old Bridge Street Lakeville, MA 02347	same	Active

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OF THE WORLD



Town of Middleborough
Massachusetts

Town Manager

508-947-0928
FAX 508-946-2320

June 21, 2012

Ms. Elizabeth Gazerro
350 Plymouth Street
Middleborough, MA 02346

Dear Liz:

I am pleased to appoint you to the position of Assistant Town Clerk, GMEG, Administrative Services, Step 1, hourly pay rate \$25.39 per hour for the Town of Middleborough Town Clerk's Office effective July 1, 2012.

Again, congratulations and best wishes in your new position.

Sincerely,


Charles J. Cristello
Town Manager

c: Allison Ferreira, Town Clerk
Ruth Geoffrey, GMEG

Incorporated 1669
335 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

Town Manager

508-947-0928
FAX 508-946-2320

June 22, 2012

Peirce Trustees
c/o Donald Atkins
P.O. Box 209
Middleborough, MA 02346

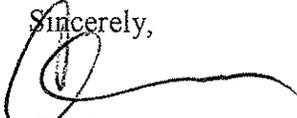
Dear Peirce Trustee Members:

Thank you for your generous donations of \$21,140.00 to the Town for the purchase of a replacement police cruiser as well as a security camera for the downtown area. The fleet replacement vehicle is necessary to sustain patrol activity conducted by our police officers twenty-four hours per day.

Secondly, the installation of the security camera in the downtown area will allow the police department to remotely monitor Center and Main Streets from the station providing enhanced surveillance of the downtown area.

Thank you again for your ongoing support to meet the needs of the Town of Middleborough.

Sincerely,



Charles J. Cristello
Town Manager

cc: Board of Selectmen
Chief Bruce Gates, Police Department