

NEW BUSINESS

7-25-11

54 Beechnut Road
Westwood, MA 02090
781-414-0437

June 30, 2011

Middleborough Selectman's Office
Middleboro Town Hall
10 Nickerson Ave.
Middleborough, MA 02346
508-946-2405

To the Board of Selectmen,

We are writing to let you know that the 10th annual Cranberry Trifest Olympic distance triathlon is scheduled to take place on Sunday August 28th, 2011. As in year's the past, cyclists in this race will utilize selected roads throughout Middleborough.

The race start time is 8:00 am and cyclists will start and end at Ted Williams Camp in Lakeville, MA and are expected to be traveling the roads within Middleborough from approximately 8:30am until 11:00am. Please see the attached map to see the portion of the race that will be accessing Middleborough roads.

Once again, this year's race will meet all the safety requirements of a USA Triathlon sanctioned event and I will be coordinating placement of Middleborough Police details at the appropriate intersections.

We look forward to a great race day and bringing the beauty of Middleborough to all our racers. Please don't hesitate to contact us with any questions or comments.

Sincerely,



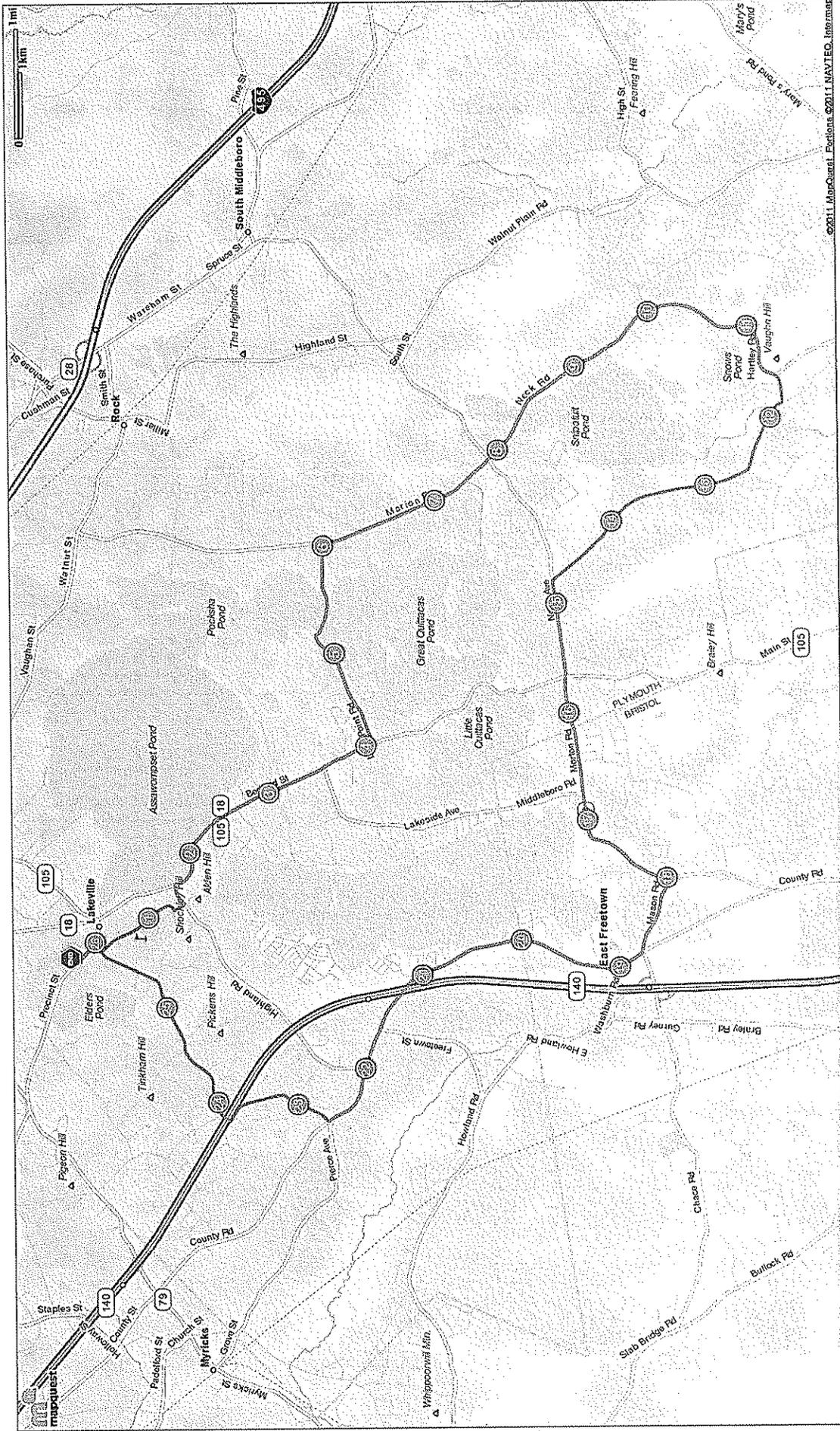
Mark Walter

USAT Certified Race Director
Sun Multisport Events
www.sunmultisportevents.com

Cranberry Olympic Bike

Starts in North Lakeville, Massachusetts

26.23 miles



©2011 MapQuest, Fortinet, ©2011 NAVTEQ, Informa

Description

Cranberry Olympic Bike

Starts in North Lakeville, Massachusetts

Notes	AT	FOR	NOTES
	START	683ft	Head southeast toward Precinct St
	0.13 mi.	178ft	Head southwest toward Precinct St
	0.16 mi.	569ft	Turn left onto Precinct St
	0.27 mi.	572ft	Head southeast on Precinct St
	0.38 mi.	103ft	Turn right toward Pickens St
	0.4 mi.	241ft	Turn right onto Pickens St
	0.44 mi.	242ft	Head southwest on Pickens St toward Old Powder House Rd
	0.49 mi.	2953ft	Turn left onto Old Powder House Rd
	1.05 mi.	1560ft	Head southeast on Old Powder House Rd toward Heritage Hill Dr
	1.34 mi.	241ft	Turn left onto Heritage Hill Dr
	1.39 mi.	354ft	Head southeast on Heritage Hill Dr toward Highland Rd
	1.46 mi.	757ft	Turn left onto Highland Rd
	1.6 mi.	334ft	Head east on Highland Rd toward MA-105 N/ MA-18 N/ Bedford St

Notes	AT	FOR	NOTES
	1.66 mi.	1522ft	Turn right onto MA-105 S/ MA-18 S/ Bedford St
	1.95 mi.	1mi 346ft	Head east on MA-105 S/ MA-18 S/ Bedford St toward Parkhurst Dr
	3.02 mi.	1mi 105ft	Head south on MA-105 S/ MA-18 S/ Bedford St toward Wil's Way/Continue to follow MA-105 S/ Bedford St
	4.04 mi.	343ft	Head south on MA-105 S/ Bedford St toward Long Point Rd
	4.1 mi.	3648ft	Turn left onto Long Point Rd
	4.79 mi.	1mi 1841ft	Head east on Long Point Rd toward Bog Access Rd
	6.14 mi.	288ft	Slight right onto Marion Rd
	6.2 mi.	1mi 2375ft	Head south on Marion Rd toward Miller St
	7.65 mi.	220ft	Continue onto Neck Rd
	7.69 mi.	1919ft	Head southeast on Neck Rd toward North Ave

Notes	AT	FOR	NOTES
	8.05 mi.	4084ft	Head southeast on Neck Rd toward Gerrish Rd
	8.82 mi.	1mi 2247ft	Head southeast on Neck Rd toward Briarwood Ln
	10.25 mi.	2285ft	Head south on Neck Rd toward Ridge Rd
	10.68 mi.	1829ft	Head southwest on Neck Rd toward Gifford Ln
	11.03 mi.	500ft	Continue onto Hartley Rd
	11.12 mi.	2133ft	Head southwest on Hartley Rd toward Lawrence Way
	11.53 mi.	866ft	Head south on Hartley Rd toward Vaughan Hill Rd
	11.69 mi.	790ft	Head west on Hartley Rd toward Snows Pond Rd
	11.84 mi.	405ft	Turn right onto Snipatuit Rd
	11.92 mi.	1559ft	Head northwest on Snipatuit Rd toward Pine St
	12.21 mi.	2388ft	Head northwest on Snipatuit Rd toward Pine St

Jacqueline Shanley

From: Chief Bruce Gates <bruce.gates@mpdmail.com>
Sent: Wednesday, July 13, 2011 3:00 PM
To: Jacqueline Shanley
Subject: RE: Triathlon 8-28-11

Jackie,
I will advise the day shift on the day of the event.
Thanks
Bruce

From: Jacqueline Shanley [mailto:jshanley@middleborough.com]
Sent: Wednesday, July 13, 2011 11:36 AM
To: Lance Benjamino; Andy Bagas; Chief Bruce Gates
Subject: Triathlon 8-28-11

Good Morning Everyone:

Please review attached and provide Selectmen's office with any concerns, requirements, or objections by 12 Noon on Wednesday 7/20.

Thank you!

Jackie

ANBERRY CAPITAL OF THE WORLD



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

Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE July 7, 2011
 NAME OF APPLICANT Church of Our Saviour Episcopal
 ADDRESS OF APPLICANT 60 Union St., Middleboro, MA 02346
 ASSESSORS MAP & LOT 58C-542
 NAME OF BUSINESS Church of Our Saviour
 OWNER OF PROPERTY TO BE LICENSED Same
 ADDRESS OF PROPERTY TO BE LICENSED 60 Union St., Middleboro, MA
 ASSESSORS MAP & LOT 58C-542

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture _____
- Class I License _____
- Class III License _____
- Common Victualler _____
- 2nd Hand Clothing _____
- Class II License _____
- Liquor License _____
- Other _____

Beer + wine

Anticipated Start Date for Business 10/22/2011
 Hours requested: 5:00 PM - 11:00 PM

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:

No

Signature [Handwritten Signature]

DATE OF HEARING 7/25/11

APPROVED/DENIED

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

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

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

[Large handwritten signature]

Incorporated 1669
341 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Andrew P. Bagas
D. P. W. Director

Town of Middleborough
Massachusetts
Department of Public Works
48 Wareham Street
Middleborough, MA 02346
Phone 508-946-2481 Fax 508-946-2484

DIVISIONS

Highway
Sanitation
Insect & Pest Control
Tree Warden
Wastewater
Water

Date: July15, 2011

To: Charles Cristello,
Town Manager

From: Kenneth Capalbo
Mechanic/Foreman

Re: Surplus Vehicles

1996 Chevrolet Cavalier-Green-Frame broken/rotted.

1997 Chevrolet Cavalier-Red-Frame broken/rotted.

In my opinion, neither of these vehicles are worth putting any money into.

DRAINAGE EASEMENT

The Town of Middleborough acting by and through its Board of Selectmen, in consideration of One Dollar (\$1.00) paid, grants to the Town of Middleborough, a Massachusetts municipal corporation with a regular place of business at Town Hall, Nickerson Avenue, Middleboro, MA 02346, a perpetual easement in, over, under and through a parcel of land located on the northerly side of Mayflower Avenue in Middleboro, MA and shown as Parcel X-E-3 (the "easement area") on Sheet No. 3 of a sketch plan entitled "Middleborough Nemasket River Improvements Preliminary Right-Of-Way - Construction Plan - Mayflower Avenue" attached hereto. Parcel X-E-3 contains 22,796.26 square feet of land. The easement hereby granted shall be in, over, under and through Parcel X-E-3 as shown on said sketch plan however bounded and described.

The purpose of the easement shall be to flow road drainage in, over, under and through the easement area, to maintain and store water in the easement area and to enter, construct, install, maintain, repair and replace drainage ditches, pipes, culverts, basins, spillways, fences and other drainage facilities in the easement area.

See the deed recorded in the Plymouth County Registry of Deeds in Book 2517, Page 156 for title.

IN WITNESS WHEREOF, the Town of Middleborough acting by and through its Board of Selectmen has executed this instrument this 25th day of July, 2011.

Town of Middleborough
By:

Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

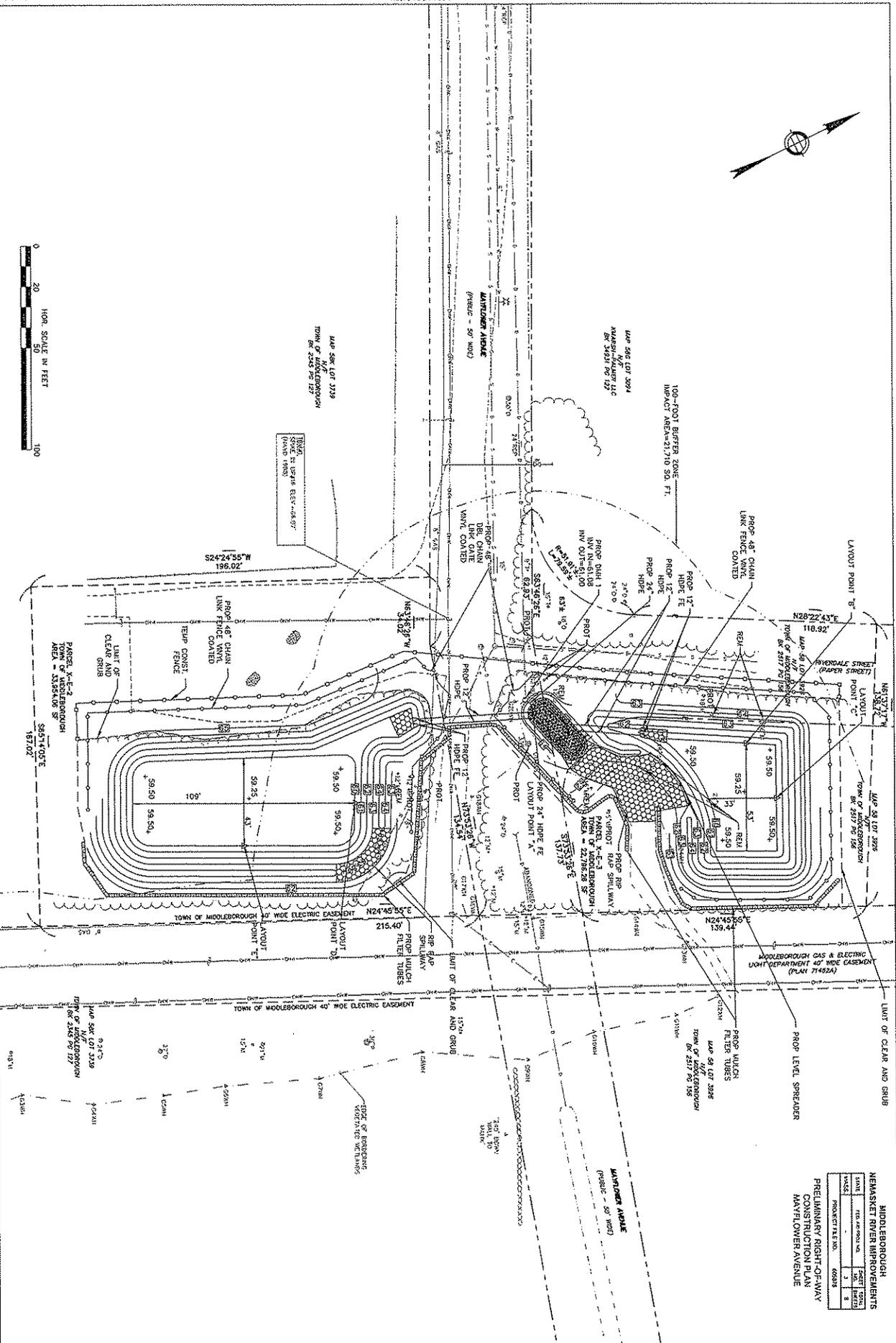
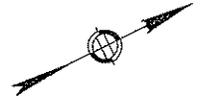
PLYMOUTH, SS:

On this 25th day of July, 2011, before me, the undersigned notary public, personally appeared the above named **Alfred P. Rullo, Jr.**, proved to me through satisfactory evidence of identification, which was personal knowledge of his identity to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:

DRAWN BY: L. S. GARDNER
 DATE: MAY 18, 2011
 CHECKED BY: L. S. GARDNER
 DATE: MAY 18, 2011
 PROJECT NAME:

WESTON & CAMPSON



MIDDLEBOROUGH
NEWMASKET RIVER IMPROVEMENTS

DATE	18 MAY 2011	SCALE	AS SHOWN
DRAWN BY	L. S. GARDNER	CHECKED BY	L. S. GARDNER
PROJECT FILE NO.	66585	SHEET NO.	1
		TOTAL SHEETS	8

PRELIMINARY RIGHT-OF-WAY
 CONSTRUCTION OF A
 IMPROVEMENT AVENUE

SELECTMEN:

PLEASE NOTE THAT THE ORDER OF TAKING
WILL BE DELIVERED TO THE OFFICE ON
MONDAY TO BE BROUGHT TO THE
MEETING THAT EVENING.

JACKIE

Charles Cristello

From: Andy Bagas
Sent: Tuesday, May 31, 2011 9:45 AM
To: Charles Cristello
Cc: Chief Bruce Gates
Subject: Old Thompson and Old Thomas

Charlie:

In response to your phone message, neither Old Thompson Street nor Old Thomas Street have stop signs.

I would recommend that the BOS vote to approve stop signs at the following locations:

Old Thompson Street eastbound at Thompson Street
Old Thompson Street westbound at Plympton Street

Old Thomas Street eastbound at Chestnut Street
Old Thomas Street westbound at Thomas Street

Andy

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

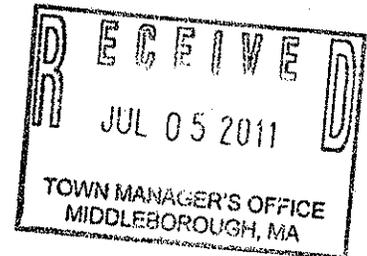
REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201

FAX (508) 947-7147

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

June 17, 2011

Charles J. Cristello, Town Manager
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346



RE: Chapter 40, Section 4J

Dear Charlie:

You asked whether Middleborough should join in the statewide public safety mutual aid agreement under Section 4J. Whether Middleborough should participate perhaps depends on an assessment/evaluation of the benefits and responsibilities of the Town under the agreement. If the benefits outweigh the burden of responsibilities, it may be in the Town's interest to join. If the burdens outweigh the benefits, it seems to me that the Town should not join.

My sense is that the Town should join in the agreement, assuming that the benefits outweigh the responsibilities.

If the Town joins, it may opt out on short notice.

I enclose a copy of Section 4J and a package of documents received from MEMA. I asked for a copy of the agreement, but none was produced. I infer that the agreement is Section 4J.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM/s
11-103
Enclosures

§ 40:4J. Statewide public safety mutual aid agreement.

Archive

GENERAL LAWS OF MASSACHUSETTS

Part I. ADMINISTRATION OF THE GOVERNMENT

Title VII. CITIES, TOWNS AND DISTRICTS

Chapter 40. POWERS AND DUTIES OF CITIES AND TOWNS

Current through Chapter 16 of the 2011 Legislative Session

§ 40:4J. Statewide public safety mutual aid agreement

(a) As used in this section, the following words shall have the following meanings unless the context clearly requires otherwise:

"Agency", the Massachusetts emergency management agency.

"Agreement", the statewide public safety mutual aid agreement established in subsection (b).

"Authorized representative", in the case of a city or town, the mayor, city manager, town manager, town administrator, executive secretary, police chief or on-duty shift commander of the police department, fire chief or on-duty shift commander of the fire department, health director or chairperson of the board of health and the emergency management director and, in the case of a governmental unit that is not a city or town, the chief executive officer or his designee.

"Employee", a person employed full-time or part-time by a governmental unit, a volunteer officially operating under a governmental unit, or a person contractually providing services to a governmental unit.

"Governmental unit", a city, town, county, regional transit authority established under chapter 161B, water or sewer commission or district established under chapter 40N or by special law, fire district, regional health district established under chapter 111, a regional school district or a law enforcement council.

"Incident command system", the standardized national incident management system that establishes an on-scene management system of procedures for controlling personnel, facilities, equipment and communications from different agencies at the scene of an emergency or other event for which mutual aid assistance is provided.

"Law enforcement council", a nonprofit corporation comprised of municipal police chiefs and other law enforcement agencies established to provide: (i) mutual aid to its members pursuant to mutual aid agreements; (ii) mutual aid or requisitions for aid to non-members consistent with section 8G of this chapter or section 99 of chapter 41; and (iii) enhanced public safety by otherwise sharing resources and personnel.

"Mutual aid assistance", the cross-jurisdictional provision of emergency services, materials or facilities from 1 party

*as amended
MEMA Agency*

to another when existing resources are, or may be, inadequate.

"Party", a governmental unit that has joined the agreement.

"Public safety incident", an event, emergency or natural or man-made disaster, that threatens or causes harm to public health, safety or welfare and that exceeds, or reasonably may be expected to exceed, the response or recovery capabilities of a governmental unit including, but not limited to, a technological hazard, planned event, civil unrest, health-related event and an emergency, act of terrorism and training and exercise that tests and simulates the ability to manage, respond to or recover from any such event.

"Requesting party", a party that requests aid or assistance from another party pursuant to the agreement.

"Sending party", a party that renders aid or assistance to another party under the agreement.

(b) There shall be a statewide public safety mutual aid agreement to create a framework for the provision of mutual aid assistance among the parties to the agreement in the case of a public safety incident. The assistance to be provided under the agreement shall include, but not be limited to, fire service, law enforcement, emergency medical services, transportation, communications, public works, engineering, building inspection, planning and information assistance, resource support, public health, health and medical services, search and rescue assistance and any other resource, equipment or personnel that a party to the agreement may request or provide in anticipation of, or in response to, a public safety incident.

(c) (1) If a city or town wishes to join the agreement, the mayor in the case of a city, the city manager in the case of a Plan D or Plan E city, or the town manager, town administrator or chairman of the board of selectmen with the approval of the board of selectmen, may act on behalf of the city or town to join the agreement by notifying the director of the agency in writing. The municipality shall be a party to the agreement 30 days after receipt by the agency of the written notification.

opt out
A city or town that has joined the agreement may opt out of the agreement in the same manner as provided for joining the agreement and by notifying the agency in writing of its intention to opt out. The removal of the municipality from the agreement shall take effect 10 days after receipt by the agency of the written notification.

(2) If a governmental unit that is not a city or town wishes to join the agreement, the chief executive officer of the governmental unit may act on its behalf to join the agreement by notifying the director of the agency in writing. The governmental unit shall be a party to the agreement 30 days after receipt by the agency of the written notification.

If a governmental unit that is not a city or town has joined the agreement but wishes to opt out of the agreement, the chief executive officer of the governmental unit may act on its behalf to opt out of the agreement by notifying the agency in writing. The removal of the municipality from the agreement shall take effect 10 days after receipt by the agency of the written notification.

(d)(1) A request by a party to receive mutual aid assistance under the agreement shall be made, either orally or in writing, by an authorized representative of the requesting party and shall be communicated to an authorized representative of the sending party or to the agency; provided, however, that if the request is communicated orally, the requesting party shall reduce the request to writing and deliver it to the sending party or to the agency at the earliest possible date, but not later than 72 hours after making the oral request. A party to the agreement may request mutual aid assistance during, in anticipation of or as a result of a public safety incident.

(2) An oral or written request for mutual aid assistance under the agreement shall include the following information:

(i) a description of the public safety incident;

(ii) the nature, type and amount of personnel, equipment, materials, supplies or other resources being requested;

(iii) the manner in which the resources shall be used and deployed;

(iv) a reasonable estimate of the length of time for which the resources shall be needed;

(v) the location to which the resources shall be deployed; and

(vi) the requesting party's point of contact.

Response
(3) A party that receives a request for mutual aid assistance shall provide and make available, to the extent reasonable and practicable under the circumstances, the resources requested; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction.

Damage
(e) The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by a sending party consistent with the incident command system. The sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party unless otherwise agreed to by the requesting party and the sending party. During the course of rendering mutual aid assistance under the agreement, the sending party shall be responsible for the operation of its equipment and for any damage thereto unless the sending party and the requesting party agree otherwise.

Cost
(f)(1) All expenses incurred by the sending party in rendering mutual aid assistance pursuant to the agreement shall be paid by the sending party; provided, however, that a requesting party and a sending party may enter into supplementary agreements for reimbursement of costs associated with providing mutual aid assistance incurred by a sending party.

(2) A sending party shall document its costs of providing mutual aid assistance under the agreement, including direct and indirect payroll and employee benefit costs, travel costs, repair costs and the costs of materials and supplies. A sending party shall also document the use of its equipment and the quantities of materials and supplies used while providing mutual aid assistance under the agreement.

7 9 months from disaster assistance
(3) Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the costs of responding to the public safety incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

(g) While providing mutual aid assistance under the agreement, employees of a sending party shall: (i) be afforded the same powers, duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location; and (ii) receive the same salary, including overtime, that they would be entitled to receive if they were operating in their own governmental unit. In the absence of an agreement to the contrary, the sending party shall be responsible for all such salary expenses, including overtime.

(h)(1) While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they otherwise would have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

(2) Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid assistance under the agreement, including travel outside of its jurisdiction.

McLain
(3) Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage or personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

(i) This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements involving parties to the agreement including, but not limited to, those established pursuant to section 4A or 8G. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.

History. Added by Acts 2010, c. 188, §24, eff. 10/25/2010.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road, Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth Heffernan
Secretary

Kurt N. Schwartz
Acting Director

January 21, 2011

TO: Elected Municipal Officials
Municipal Managers & Administrators
Police & Fire Chiefs
Emergency Management Directors
Public Works and Public Health Directors
Building Officials
Other Appointed Municipal Officials

On July 27, 2010, Governor Deval Patrick signed into law Chapter 188 of the Acts of 2010 (An Act Relative to Municipal Relief). This legislation created, among other provisions, two new statewide mutual aid laws. I am writing to promote awareness of these new mutual aid laws and to urge your jurisdiction's participation in them and the long-established Fire Mutual Aid law. The citations for these mutual aid laws are as follows:

Statewide Public Safety Mutual Aid: (MGL c. 40, §4J);
Statewide Public Works Municipal Mutual Aid: (MGL c. 40, §4K);
Fire Mutual Aid: (MGL c. 48, §59A).

While there is substantial overlap among these three mutual aid laws, there are important differences between them that warrant jurisdictions joining each of the three agreements. For example, only the Public Works and Fire mutual aid laws permit crossing into adjoining states to send and receive assistance. The Fire mutual aid law also permits aid to any federal jurisdiction in the Commonwealth and serves as the backbone of the Statewide Fire Mobilization Plan. The Public Works mutual aid law permits mutual aid to support every day, non-emergency, operations while the Public Safety mutual aid law limits the provision of mutual aid under the agreement to "public safety incidents" as defined in the law.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-1 Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

With the recent enactment of the Public Safety and Public Works mutual aid laws, the Commonwealth has, for the first time, comprehensive multi-discipline mutual aid statutes that provide a mechanism, or system for cities and towns which are impacted and overwhelmed by a public safety incident or disaster to ask for, and receive assistance from municipalities that may have resources to share. In addition, the new Public Works mutual aid law allows communities to share public works resources in support of every day, non-emergency work.

Even in strong economic times, most cities and towns do not have sufficient personnel and resources to quickly and effectively respond to and manage: mass casualties, widespread damage to infrastructure, numerous persons displaced from their homes, mass vaccinations or decontaminations, establishing food and water distribution sites, and the many other demands that large, and even small disasters place on municipal government. And, these are not strong economic times. Now, more than ever, cities and towns must rely on neighbors in times of emergency.

Likewise, state resources, once mustered, may not be sufficient to meet all urgent needs and demands in the aftermath of a widespread natural or man-made disaster that impacts many cities and towns.

What we know from experiences here in the Commonwealth and in other parts of the country, is that we need a strong, reliable mutual aid system that provides the platform for cities and towns to dispatch personnel and resources to other communities that are in need. We are not just talking about police and fire; we are talking about emergency management; emergency medical services; building inspectors; engineers; health agents and inspectors; transportation, water, sewer, highway, forestry, parks and cemetery personnel and resources; and communications capabilities.

Think back to the December 2008 widespread ice storm that left roads impassable in dozens of small communities in the central and western parts of the state. Just imagine how much more quickly we could have cleared downed utility lines and trees, and reopened roads if we could have drawn dump trucks, plows, chain saws, and highway department workers from the cities and towns in the southeastern and eastern parts of the state that were not touched by the storm.

Think further back to the explosion that rocked Danvers just a few years ago. With hundreds of buildings damaged or destroyed, Danvers had an urgent need for building inspectors to go building to building, and street to street, to assess the levels of damage, and overall safety of the impacted structures. While some municipal building inspectors from neighboring towns volunteered their services, they did so with significant liability and jurisdictional questions unanswered.

More recently, we anxiously monitored a strong hurricane (Hurricane Earl) that was threatening to make landfall on the Cape or Islands. This time we were fortunate—the storm took a more easterly path and weakened before it reached our area. But had this storm made landfall in Massachusetts as a Category 3 or Category 4 hurricane, damage to roads, bridges, utility systems, homes and businesses would have been extensive. Emergency services in the southeast part of the state would have been out straight, and demand for all types of public safety and municipal services would have exceeded capacity. Moreover, the everyday informal and formal systems of neighbor to neighbor mutual aid would not have worked because every community in the southeastern part of the state would have been in the same situation – not enough resources to meet the urgent needs of their residents.

Today, we have comprehensive mutual aid statutes that can facilitate mutual aid from neighboring cities and towns and communities in other parts of the state. By utilizing these statutes, impacted jurisdictions can quickly ask for and receive an array of resources such as police and fire personnel, municipal workers to staff shelters and food distribution sites, building inspectors, health inspectors, dump trucks, front-end loaders, generators, chain saws, Community Emergency Response Teams, and Medical Reserve Corps.

Each of these three mutual aid laws require a city, town or other governmental unit to affirmatively “opt-in” in order to participate in and enjoy the benefits of these mutual aid agreements. Each statute spells out the vote that a jurisdiction must take to opt-in to these mutual aid statutes. In order to maintain a central registry of cities and towns that have opted in to the mutual aid agreements, we ask that each jurisdiction notify MEMA, in writing, using the enclosed form, once it takes the required votes to opt-in to one or all of the mutual aid agreements.

Opting in to any of these agreements does not require a jurisdiction to provide mutual aid if doing so is not reasonable and practicable. A jurisdiction is permitted to withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction or if it does not wish to bear the expense of providing mutual aid. Opting in to the Public Safety or Public Works mutual aid agreements **does not** affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. Additionally, a party may enter into supplementary mutual aid agreements with other parties or jurisdictions. A jurisdiction may also opt out of the Public Safety and Public Works agreements at any time by providing 10 days written notice to MEMA.

Ultimately, my hope is that your jurisdiction will opt-in to these three mutual aid statutes by taking the required votes. Today, I am urging you to move forward and adopt two of the mutual aid laws: the Statewide Mutual Aid Law and the Fire Mutual Aid Law. The third (the Statewide Public Works Mutual Aid Law) is not quite ready to be implemented; the Advisory Board that oversees its operation is still working on the necessary implementation documents.

I have enclosed the following documents to facilitate your jurisdiction's review and acceptance of the two mutual aid statutes:

- Summaries of the mutual aid statutes (the Public Works Mutual Aid Law also is summarized) (Attachment A);
- Instructions on the steps/actions your jurisdiction must take to opt-in to the Statewide Mutual Aid Agreement and the Fire Mutual Aid Agreement (Attachment B);
- Notification Form to complete and return to MEMA after your jurisdiction opts-in to one or both of the mutual aid agreements;

Should you have any questions, please contact MEMA's statewide mutual aid coordinator Allen Phillips at 508-820-1426 or at allen.phillips@state.ma.us.

Very truly yours,



Kurt N. Schwartz

Undersecretary, Law Enforcement & Fire Services
Acting Director, Massachusetts Emergency Management Agency
Executive Office of Public Safety & Security

ATTACHMENT A
Summaries of Mutual Aid Laws

Chapter 40, Section 4J: Statewide Public Safety Mutual Aid

Creates a statewide public safety mutual aid agreement. Assistance provided under the agreement includes, but is not limited to, fire service, law enforcement, emergency medical services, transportation, communications, public works, engineering, building inspection, planning and information assistance, resource support, public health, health and medical services, search and rescue assistance and any other resource, equipment or personnel that a party to the agreement may request or provide in anticipation of, or in response to, a public safety incident.

Opt-in mutual aid agreement – If a city/town/governmental unit wishes to join the Agreement they must notify MEMA in writing. The city/town/governmental unit shall become a party to the agreement 30 days after MEMA's receipt of the written notification.

A city/town/governmental unit that has joined the agreement may opt out of the agreement by notifying MEMA in writing of its intention to opt out. A city/town/governmental unit's removal from the agreement takes effect 10 days after MEMA's receipt of the written notification.

A request by a party to receive mutual aid under this agreement shall be made, either orally or in writing, by an authorized representative of the requesting party to an authorized representative of the sending party or to MEMA. All oral requests shall be reduced to writing by the requesting party and delivered to the sending party at the earliest possible date, but not later than 72 hours after making the oral request.

The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by the sending party consistent with the incident command system. Unless otherwise agreed to, the sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party. Unless the requesting and sending parties agree otherwise, the sending party shall be responsible for the operation of its equipment and for any damage thereto.

Unless the requesting and sending parties agree otherwise, the sending party shall pay all expenses, including salary and overtime, incurred by the sending party. A sending party shall document its costs of providing mutual aid assistance under the agreement. Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the cost of responding to the public safety incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

While providing mutual aid assistance under the agreement, employees of the sending party shall be afforded the same powers and duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location.

While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid under the agreement.

Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage and personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.

Chapter 40, Section 4K: Statewide Public Works Municipal Mutual Aid

Creates a statewide public works municipal mutual aid agreement. Assistance provided under the agreement includes, but is not limited to, services related to public works, personnel, equipment, supplies and facilities to prepare for, prevent, mitigate, respond to and recover from public works incidents. Participation in the agreement is also available to governmental units in states contiguous to the Commonwealth. Creates a statewide public works municipal mutual aid advisory committee to be chaired by the secretary of public safety and security or his designee.

Opt-in mutual aid agreement – If a city/town/governmental unit wishes to join the Agreement they must notify the mutual aid advisory committee in writing. The city/town/governmental unit shall become a party to the agreement 30 days after the advisory committee's receipt of the written notification.

A city/town/governmental unit that has joined the agreement may opt out of the agreement by notifying the advisory committee in writing of its intention to opt out. A city/town/governmental unit's removal from the agreement takes effect 10 days after the advisory committee's receipt of the written notification.

A request by a party to receive mutual aid under this agreement shall be made, either orally or in writing, by the chief executive officer of the requesting party or one of its designated points of contact to the chief executive officer or a designated point of contact of the sending party. All oral requests shall be reduced to writing by the requesting party and delivered to the sending party at the earliest possible date, but not later than 72 hours after making the oral request.

A party that receives a request for mutual aid assistance shall provide and make available, to the extent reasonable and practicable under the circumstances, the resources requested by the requesting party; provided, however, that a sending party may withhold requested resources to the extent necessary to provide reasonable protection and coverage for its own jurisdiction.

The requesting party shall be responsible for the overall operation, assignment and deployment of resources and personnel provided by the sending party. Unless otherwise agreed to, the sending party shall retain direct supervision, command and control of personnel, equipment and resources provided by the sending party. Unless the requesting and sending parties agree otherwise, the sending party shall be responsible for the operation of its equipment and for any damage thereto.

Unless the requesting and sending parties agree otherwise, the sending party shall pay all expenses, including salary and overtime, incurred by the sending party. A sending party shall document its costs of providing mutual aid assistance under the agreement. Except as otherwise agreed to by the parties, the requesting party shall seek reimbursement under any applicable federal and state disaster assistance programs for the cost of responding to the public works incident. The requesting party and each sending party shall receive, based on the documented costs of providing mutual aid assistance, its pro rata share of the disaster assistance reimbursement provided to the requesting party.

While providing mutual aid assistance under the agreement, employees of the sending party shall be afforded the same powers and duties, rights and privileges as they are afforded in the sending party's geographical jurisdiction or location. While providing mutual aid assistance under the agreement, employees of the sending party shall be considered similarly licensed, certified or permitted in the requesting party's jurisdiction if the employee holds a valid license, certificate or permit issued by the employee's governmental unit.

While in transit to, returning from and providing mutual aid assistance under the agreement, employees of a sending party shall have the same rights of defense, immunity and indemnification that they would otherwise have under the law if they were acting within the scope of their employment under the direction of their employer. A sending party shall provide to, and maintain for, each of its employees who provide mutual aid assistance under the agreement the same indemnification, defense, right to immunity, employee benefits, death benefits, workers' compensation or similar protection and insurance coverage that would be provided to those employees if they were performing similar services in the sending party's jurisdiction.

Each party to the agreement shall waive all claims and causes of action against each other party to the agreement that may arise out of their activities while rendering or receiving mutual aid under the agreement.

Each requesting party shall defend, indemnify and hold harmless each sending party from all claims by third parties for property damage and personal injury which may arise out of the activities of the sending party or its employees, including travel, while providing mutual aid assistance under the agreement.

All equipment requested and deployed pursuant to this agreement shall be insured by the sending party.

This section shall not affect, supersede or invalidate any other statutory or contractual mutual aid or assistance agreements. A party may enter into supplementary mutual aid agreements with other parties or jurisdictions.

Chapter 48, Section 59A: Fire Mutual Aid Law

M.G.L. Chapter 48, Section 59A authorizes cities and towns to voluntarily participate in rendering mutual aid fire response to another city, town, fire district or area under federal jurisdiction in the Commonwealth or an adjoining state.

Cities, towns, and fire districts may authorize such mutual aid by passing an ordinance or by-law or by vote of the aldermen, selectmen, or prudential committee or other boards exercising such powers.

Each city, town, or district wishing to participate in fire department mutual aid, must, at a minimum, vote to accept the provisions of Chapter 48, Section 59A. The jurisdiction may also authorize its department to enter into mutual aid agreements with any other city, town, or district or in adjoining states, or impose conditions or restrictions on rendering mutual aid. There should be a policy authorizing the fire department to participate in the statewide mutual aid plan, regional plans, or other plans, as approved by the city, town, or district.

Mutual aid covers the extinguishment of fire or rendering of any emergency aid or detail as ordered by the Head of the Fire Department. However, the ordinance, by-law or vote may place conditions or restrictions on the rendering of such aid.

Members of fire departments, while performing their duty in extending mutual aid, shall have the immunities and privileges as if performing those duties within their respective cities, towns or districts. (This includes immunity under the provisions of the Massachusetts Tort Claim Act, M.G.L. Chapter 258 as well as the Good Samaritan provisions for EMT's rendering treatment pursuant to Chapter 111C, section 21.)

In the absence of any agreement to the contrary, the municipality rendering aid is responsible for: damage to its own equipment; personal injury sustained or caused by a member of its fire department, and any payment it is required to make to a member of its fire department or their widows or dependants due to injury or death.

**ATTACHMENT B
MUTUAL AID "OPT-IN" INSTRUCTIONS**

The statutory requirements for jurisdictions to opt-in to the mutual aid agreement(s) are set forth below.

MGL c. 40, §§ 4J: Public Safety Mutual Aid Agreement

If a city or town wishes to join the Public Safety agreement, the mayor in the case of a city, the city manager in the case of a Plan D or Plan E city, or the town manager, town administrator or chairman of the board of selectmen with the approval by a majority of the board of selectmen, may act on behalf of the city or town to join the agreement by notifying the director of MEMA in writing.

If a governmental unit that is not a city or town wishes to join the agreement, the chief executive officer of the governmental unit may act on its behalf to join the agreement by notifying the director of MEMA in writing.

MGL c. 48, § 59A – Statewide Fire Mutual Aid Agreement

Cities, towns and fire districts may, by ordinance or by-law, or by vote of the board of aldermen, selectmen or of the prudential committee or board exercising similar powers, authorize their respective fire departments to go to aid another city, town, fire district or area under federal jurisdiction. Any such ordinance, by-law or vote may authorize the head of the fire department to extend such aid, subject to such conditions and restrictions as may be prescribed therein.

Once a jurisdiction has properly authorized joining one or both of the above listed mutual aid agreements, please complete each applicable section of the attached form (See Attachment C). Upon completion, please return the form to:

Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702-5399
Attn: Allen Phillips

**ATTACHMENT C
MUTUAL AID "OPT-IN" FORM**

CITY/TOWN/ DISTRICT OF _____

I hereby certify by my signature(s) below that the city/town/district or other governmental unit has authorized, in accordance with each of the applicable statutes, its participation in each of the mutual aid agreements indicated below (each individual section below must be completed for each agreement authorized).

MGL c. 40, §4J – Statewide Public Safety Mutual Aid Agreement

Date of Vote/Execution:

Name and Title of Certifying Official:

Signature of Certifying Official:

Telephone #:

Email Address:

MGL c. 48, §59A – Statewide Fire Mutual Aid Agreement

Date of Vote/Execution:

Name and Title of Certifying Official:

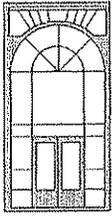
Signature of Certifying Official:

Telephone #:

Email Address:

Once each applicable section of this form is completed please return the form to:

Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702-5399
Attn: Allen Phillips



Danielle M. Bowker
Director

Middleborough Public Library
102 North Main St., Middleborough, MA 02346

July 19, 2011

Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346

Dear Board Members,

The Middleborough Public Library would like to use the Town Hall as a back-up location for our Summer Reading Finale. Our program for that evening is a magic show featuring magician and juggler Scott Jameson. While we intend to hold this event on the Library lawn, we are requesting use of the auditorium in the event of rain or a public health alert. We expect between 150 and 200 to attend.

As this letter is read during the broadcast meeting, please remind everyone that there is still time to sign up for this summer's program. We have something for everyone, from toddler's through adults. Information on all programs can be found on the Library's website, which can be accessed through the Town's site or directly at www.midlib.org.

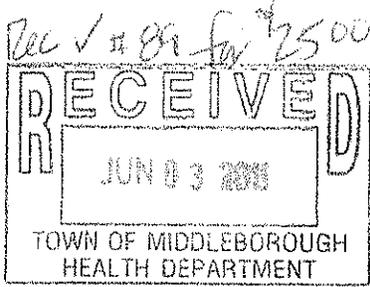
Thank you for your support of our Middleborough Public Library.

Sincerely,

Danielle Bowker
Library Director

Liz Gotauco
Children's Librarian

Event: August 10th 6:30pm - 8pm



50-11

LICENSE APPLICATION/ RENEWAL
COMMON VICTUALLER

DATE _____

FEE \$ 25.00

NAME OF BUSINESS Pizza Market of Middleboro

ADDRESS/LOCATION FOR PERMIT USE 134 N. Main St Middleboro MA 02346

ASSESSORS MAP & LOT 50Q 55A2

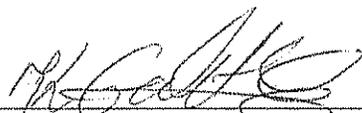
NAME OF APPLICANT/PETITIONER KOSTA GAIATAS

ADDRESS OF APPLICANT/PETITIONER 411 N MAIN St Franklin N. 02335

TELEPHONE # OF APPLICANT 617-852-7290

F.I.D # OF APPLICANT/PETITIONER 45-2436471

IF A CORPORATION OR PARTNERSHIP, GIVE NAME, TITLE, AND HOME ADDRESS OF OFFICERS OR PARTNER _____


SIGNATURE OF APPLICANT

TO: TREASURER/COLLECTOR
FROM: HEALTH DEPARTMENT

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

Does the property owner/petitioner/applicant owe taxes/municipal charges? NO

Signed 
(Treasurer & Collector)

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease Agreement ("First Amendment") is made by and between The Town of Middleborough ("Landlord") and T-Mobile Northeast LLC, successor in interest to Omnipoint Holdings, Inc. ("Tenant"), having a principal place of business at 4 Sylvan Way, Parsippany, NJ 07054.

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated March 17, 2004 ("Lease") whereby Landlord leased to Tenant a portion of the property located at 10 Nickerson Avenue, Middleborough, Massachusetts (the "Property");

WHEREAS, Landlord and Tenant desire to amend the Lease as follows; and

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. All capitalized terms shall have the meaning ascribed to them in the Lease unless otherwise defined in this First Amendment.
2. All references to Exhibit 1 in the Lease shall be augmented with Exhibit 1-A, attached hereto and incorporated herein by reference.
3. In consideration for allowing Tenant to use Landlord's four inch (4") conduit totaling three hundred feet (300'), comprised of two hundred fifteen feet (215') outside the Middleborough Town Hall building plus eighty five feet (85') inside the Middleborough Town Hall building, Tenant shall pay Landlord an additional amount of Sixty Two and 50/100 Dollars (\$62.50) per month in Rent. The increased rent shall commence upon the full execution of this First Amendment.
4. Except as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall prevail.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year last written below.

LANDLORD

The Town of Middleborough
Board of Selectmen

By: _____
Name: Alfred P. Rullo, Jr.
Title: Chairman
Date: _____

By: _____
Name: Stephen J. McKinnon
Title: Vice Chairman
Date: _____

By: _____
Name: Steven P. Spataro
Title: Selectman
Date: _____

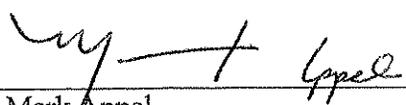
By: _____
Name: Allin Frawley
Title: Selectman
Date: _____

By: _____
Name: Ben Quelle
Title: Selectman
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

TENANT

T-Mobile Northeast LLC

By:  _____
Name: Mark Appel
Title: Area Director
Date: 21 JULY 11

Comcast
 COMCAST INC.
 15000 WOODBRIDGE BLVD
 WOODBRIDGE, VA 22192
 PHONE (703) 545-6922
 FAX (703) 545-2284

Goodman Networks
 8200 PROFESSIONAL BLVD
 SUITE 100
 FALLS CHURCH, VA 22042
 PHONE (703) 441-2000
 FAX (703) 441-2001

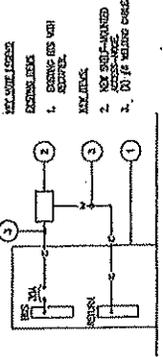
W Solutions
 2000 GREEN OAK CIRCLE DRIVE
 SUITE 200
 FALLS CHURCH, VA 22042
 PHONE (703) 441-2000
 FAX (703) 441-2001



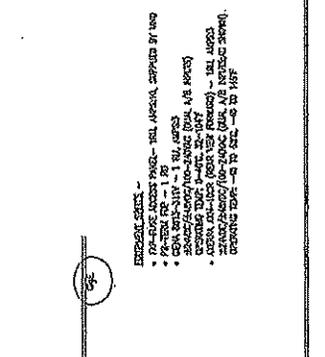
DATE: FEB 12 2009
 BY: JAMES H. JONES

PROJECT: 48S0712B
 SITE NAME: 8072 / HUNTERSBURG TOWN HALL
 ADDRESS: 10 HUNTERSBURG AVE
 HUNTERSBURG, VA 22069

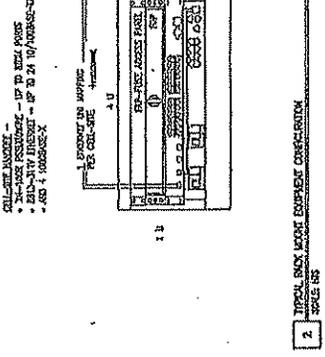
SHEET TITLE: DETAILS
 SHEET NO.: 02



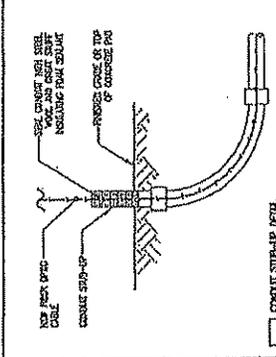
1 RISE/DESCEND STRENGTH (-6000)
 SCALE 1/8



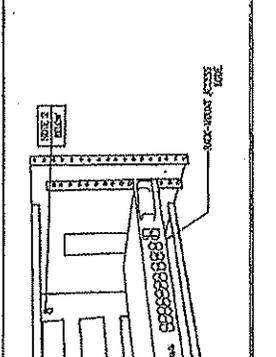
2 TYPICAL BRICK MOUNT EQUIPMENT CONSTRUCTION
 SCALE 1/8



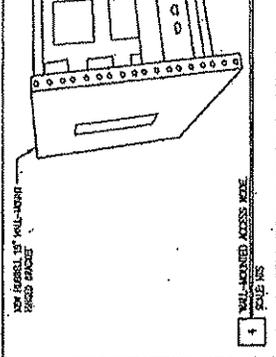
3 FEED STAKE DETAIL AT JUNCTION BOX
 SCALE 1/8



4 WALL-MOUNTED ACCESS WIRE
 SCALE 1/8



5 CONCRETE STIP-UP DETAIL
 SCALE 1/8



6 CONCRETE TO BRUTE FROM WALL-MOUNTED ACCESS WIRE TO BR.
 SCALE 1/8

NOT USED
 SCALE 1/8

NOT USED
 SCALE 1/8