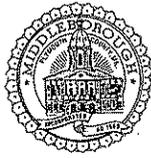


# **NEW BUSINESS**

**3-14-11**

*Incorporated 1669*  
*336 Years of Progress*



CRANBERRY CAPITAL  
OF THE WORLD



**Town of Middleborough**  
**Massachusetts**

Town Manager

508-947-0928  
FAX 508-946-2320

**MEMORANDUM**

To: Board of Selectmen

From: Charles J. Cristello, Town Manager 

Date: March 11, 2011

Subject: *New Memorandum of Agreement/Amended Memoranda of Agreement*

Enclosed please find a Memorandum of Agreement with the Clerical/COA union for you to sign. There are some minor changes to contract language but no wage increase for FY 11. They have agreed to the new health plan, which we have modified slightly with some additional reimbursements which are illustrated in the attachment. We have agreed to extend the new reimbursement program to the other town and school unions that have agreed to the new plan as well as to non-union employees, effective January 1, 2011. Amended agreements with two other town unions reflecting the new reimbursement program are also enclosed for you to sign.

Please feel free to call me if you have any questions.

MEMORANDUM OF AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND  
AFSCME COUNCIL 93, LOCAL 1700 ("Middleborough Clerical/COA Union")  
(NOVEMBER 17, 2010)

The Town of Middleborough and AFSCME Council 93, Local 1700 ("Middleborough Clerical/COA Union") hereby agree that the parties' 2007-10 Agreement will be extended for two years, 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 the Union's membership and the Board of Selectmen. The bargaining teams shall sponsor and support such ratification.

If ratified by both parties' principals, any funding request will be presented to the spring 2010 Town Meeting for funding. If Town Meeting funds it, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Agreement into the unchanged provisions of the 2007-2010 Agreement. Failing ratification by both parties' principals and funding by Town Meeting, 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 XII-VACATIONS- p. 15

Section 4- Change provision to read as follows:

"An employee shall be permitted to carry over up to seven (7) days of vacation time from the year immediately proceeding into the following year provided that a written notice is given to the Department Head at least two(2) weeks prior to the end of the calendar year.

An employee may carry over five (5) additional days of vacation if the employer, due to operational necessity, denied the employee vacation.

In no event shall the employee carry over more twelve (12) days of vacation and all carry-over must be taken prior to the end of the fiscal year."

## **2. ARTICLE XXI- HEALTH AND WELFARE- p. 21**

Replace the existing language with the following:

"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.

2. ARTICLE XXVI-FLEXIBLE SPENDING ACCOUNT- p. 24

Delete second sentence so that provision reads:

"The Town will make available and pay the administrative costs for a flexible spending account (FSA) that covers medical expenses and dependent care."

3. ARTICLE XXVIII- TERMINATION – p. 26

Section 1- Change to read as follows: "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 changes in the second year, July 1, 2011 through June 30, 2012, except that this reopener shall not apply to ARTICLE XXI- HEALTH AND WELFARE.

4. In the event that the Town voluntarily agrees to provide any Town side bargaining unit with a more generous reimbursement of health insurance co-pays and deductibles for Fiscal Year 2011 than that set forth above, the Town agrees to reopen bargaining on that issue only with the Union if the Union so requests. No bargaining unit in the Middleborough Gas & Electric Department constitutes a Town side bargaining unit for purposes of this provision.

5. In the event that the Town voluntarily agrees to provide any Town side bargaining unit an increase in wages for Fiscal Year 2011, the Town agrees to reopen bargaining on that issue only with the Union if the Union so requests. No bargaining unit in the Middleborough Gas & Electric Department constitutes a Town side bargaining unit for purposes of this provision.

MIDDLEBOROUGH CLERICAL/COA  
UNION

TOWN OF MIDDLEBOROUGH

Susan Powers  
Kenneth McA CoA

W. J. Miller - AFSCME 2

1/4/2011  
DATED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DATED:

Effective July 1, 2010 -- December 31, 2010

**TOWN OF MIDDLEBOROUGH REIMBURSEMENT OF 07/01/10 INCREASES  
IN CERTAIN MEDICAL CO-PAYS AND DEDUCTIBLES**

**A. Partial Reimbursement**

	A	B	C
	Tier 3 Drugs 90-Day Rx	Day Surgery	Admission to Basic or Standard Rated Hospital
1. Co-Pay/Deductible prior to 7/1/10;	\$35	\$0	\$250
2. Co-Pay/Deductible eff. 7/1/10	\$90	\$100	\$400
3. Increase	\$55	\$100	\$150
4. Reimbursable from Town	\$30	\$25	\$100
5. Effective Employee Increase	\$25	\$75	\$50

**B. Total Reimbursement**

On a fiscal year basis, after an employee on an individual HMO plan is credited with paying \$160 in combined increases (see 5 above), the reimbursement will be for all of the increases. (The \$160 is what an employee will save in annual premium with the new MIIA Options Plan as compared to what the FY 11 premium would be for the current Plan.)

On a fiscal year basis, after an employee on a family HMO plan is credited with paying \$420 in combined increases, (see 5 above), the reimbursement will be for all of the increases. (The \$420 is what an employee will save in annual premium with the new MIIA Options Plan as compared to what the FY 11 premium would be for the current Plan.)

**Example:**

During the first nine months of a fiscal year, Employee A, who is on an individual HMO Plan:

- Fills two ninety day Tier 3 prescriptions, paying \$110 in increased co-pays, but gets reimbursed for \$60 of the increase by the Town, i.e., an effective employee increase of \$50;
- Has a day surgery procedure, paying the \$100 deductible, but gets reimbursed for \$25 of the increase by the Town, i.e., an effective employee increase of \$75;
- Then, has a hospital admission (hospital rated basic or standard), paying the \$150 increase in the deductible, but gets reimbursed for \$100 of the increase by the Town, i.e., an effective employee increase of \$50.

Because Employee A has paid \$175 in combined increases during the first nine months of the fiscal year, the Town will reimburse Employee A, for an additional \$15 for the hospital admission deductible. (\$175-\$160). If the Employee has to pay any more co-pays and deductibles in the categories reflected in the above chart during the rest of the fiscal year, the Town will reimburse the entire amount of the increase.

Effective January 1, 2011 - June 30, 2012

TOWN OF MIDDLEBOROUGH REIMBURSEMENT OF 07/01/10 INCREASES  
IN CERTAIN MEDICAL CO-PAYS/DEDUCTIBLES

A. Partial Reimbursement

	A	B	C	D
	Tier 3 Drugs 90-Day Rx	Day Surgery	Admission to Basic or Standard Rated Hospital	Specialist Co-Pay
1. Co-Pay/Deductible prior to 7/1/10	\$35	\$0	\$250	\$15
2. Co-Pay/Deductible eff. 7/1/10	\$90	\$100	\$400	\$25
3. Increase	\$55	\$100	\$150	\$10
4. Reimbursable from Town	\$40	\$75	\$100	\$10
5. Effective Employee Increase	\$15	\$25	\$50	\$0

B. Total Reimbursement

On a fiscal year basis, after an employee on an individual HMO plan is credited with paying \$160 in combined increases (sec 5 above), the reimbursement will be for all of the increases. (The \$160 is what an employee will save in annual premium with the new MIIA Options Plan as compared to what the FY 11 premium would be for the current Plan.)

On a fiscal year basis, after an employee on a family HMO plan is credited with paying \$420 in combined increases, (see 5 above), the reimbursement will be for all of the increases. (The \$420 is what an employee will save in annual premium with the new MIIA Options Plan as compared to what the FY 11 premium would be for the current Plan.)

Example:

During the first nine months of a fiscal year, Employee A, who is on an individual HMO Plan:

- Fills four ninety day Tier 3 prescriptions, paying \$220 in increased co-pays, but gets reimbursed for \$160 of the increase by the Town, i.e., an effective employee increase of \$60;
- Has two day surgery procedures, paying the \$200 in increased deductible, but gets reimbursed for \$150 of the increase by the Town, i.e., an effective employee increase of \$50;
- Then, has two hospital admissions (hospital rated basic or standard), paying the \$300 increase in the deductible, but gets reimbursed for \$200 of the increase by the Town, i.e., an effective employee increase of \$100.

Because Employee A has paid \$210 in combined increases during the fiscal year, the Town will reimburse Employee A for an additional \$50 for the hospital admission deductibles. (\$210-\$160). If the Employee has to pay any more co-pays and deductibles in the categories reflected in the above chart during the rest of the fiscal year, the Town will reimburse the entire increase.

MEMORANDUM OF AGREEMENT  
BETWEEN THE TOWN OF MIDDLEBOROUGH AND THE MIDDLEBOROUGH LIBRARY UNION

The Town of Middleborough ("the Town") and the Middleborough Library Staff Association, Local 4928, MLSA, AFT Massachusetts, AFL-CIO ("the Association") hereby agree that the current collective bargaining agreement between the Town and the Association, as amended by

---

the Memorandum of Agreement reached in April, 2010, will be amended as follows:

1. ARTICLE 21- HEALTH INSURANCE- Replace existing language with the following

"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 programs 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 dependent care.

## 2. ARTICLE 20-TERMINATION- Change date to June 30, 2011.

Section 1-- Delete the first sentence and insert in its place:"This AGREEMENT will remain in effect until June 30, 2012. However, at the request of either party, the Agreement may be reopened to bargain about changes in the second year, July 1, 2011 through June 30, 2012, except that this reopener shall not apply to ARTICLE 21- HEALTH INSURANCE.

MIDDLEBOROUGH LIBRARY STAFF

ASSOCIATION, LOCAL 4928, MLSA, AFT

MASSACHUSETTS, AFL-CIO  
OF MIDDLEBOROUGH

TOWN

---

~~Dale~~ 3/3/2011  
~~Dale Irving~~

Melissa Guimont 3/3/2011  
Melissa Guimont

Lori Salotto 3/3/2011  
LORI SALOTTO

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

DATED:

DATED:

Effective January 1, 2011 – June 30, 2012

**TOWN OF MIDDLEBOROUGH REIMBURSEMENT OF 07/01/10 INCREASES  
IN CERTAIN MEDICAL CO-PAYS/DEDUCTIBLES**

**A. Partial Reimbursement**

	A	B	C	D
	Tier 3 Drugs 90-Day Rx	Day Surgery	Admission to Basic or Standard Rated Hospital	Specialist Co-Pay
1. Co-Pay/Deductible prior to 7/1/10	\$35	\$0	\$250	\$15
2. Co-Pay/Deductible eff. 7/1/10	\$90	\$100	\$400	\$25
3. Increase	\$55	\$100	\$150	\$10
4. Reimbursable from Town	\$40	\$75	\$100	\$10
5. Effective Employee Increase	\$15	\$25	\$50	\$0

**B. Total Reimbursement**

On a fiscal year basis, after an employee on an individual HMO plan is credited with paying \$160 in combined increases (see 5 above), the reimbursement will be for all of the increases. (The \$160 is what an employee will save in annual premium with the new MIA Options Plan as compared to what the FY 11 premium would be for the current Plan.)

On a fiscal year basis, after an employee on a family HMO plan is credited with paying \$420 in combined increases, (see 5 above), the reimbursement will be for all of the increases. (The \$420 is what an employee will save in annual premium with the new MIA Options Plan as compared to what the FY 11 premium would be for the current Plan.)

Example:

During the first nine months of a fiscal year, Employee A, who is on an individual HMO Plan:

- Fills four ninety day Tier 3 prescriptions, paying \$220 in increased co-pays, but gets reimbursed for \$160 of the increase by the Town, i.e., an effective employee increase of \$60;
- Has two day surgery procedures, paying the \$200 in increased deductible, but gets reimbursed for \$150 of the increase by the Town, i.e., an effective employee increase of \$50;
- Then, has two hospital admissions (hospital rated basic or standard), paying the \$300 increase in the deductible, but gets reimbursed for \$200 of the increase by the Town, i.e., an effective employee increase of \$100.

Because Employee A has paid \$210 in combined increases during the fiscal year, the Town will reimburse Employee A for an additional \$50 for the hospital admission deductibles. (\$210-\$160). If the Employee has to pay any more co-pays and deductibles in the categories reflected in the above chart during the rest of the fiscal year, the Town will reimburse the entire increase.

**MEMORANDUM OF AGREEMENT BETWEEN TOWN OF MIDDLEBOROUGH AND  
AFSCME COUNCIL 93, LOCAL 1700("Middleborough DPW Union")**

The Town of Middleborough and AFSCME Council 93, Local 1700 ("Middleborough DPW Union") hereby agree that the parties' current collective bargaining agreement, as amended by the Memorandum of Agreement signed in June, 2010, will be further amended as follows:

**ARTICLE 18- HEALTH AND WELFARE- p. 17**

Replace the existing language with the following:

"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 programs 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.

MIDDLEBOROUGH DPW UNION

TOWN OF MIDDLEBOROUGH

*William Wass*  
*Pete Co*

*David Blanton*

*Richard Keltner*

DATED: 2/23/11

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DATED:

Effective January 1, 2011 – June 30, 2012

**TOWN OF MIDDLEBOROUGH REIMBURSEMENT OF 07/01/10 INCREASES  
IN CERTAIN MEDICAL CO-PAYS/DEDUCTIBLES**

**A. Partial Reimbursement**

	A	B	C	D
	Tier 3 Drugs 90-Day Rx	Day Surgery	Admission to Basic or Standard Rated Hospital	Specialist Co-Pay
1. Co-Pay/Deductible prior to 7/1/10	\$35	\$0	\$250	\$15
2. Co-Pay/Deductible eff. 7/1/10	\$90	\$100	\$400	\$25
3. Increase	\$55	\$100	\$150	\$10
4. Reimbursable from Town	\$40	\$75	\$100	\$10
5. Effective Employee Increase	\$15	\$25	\$50	\$0

**B. Total Reimbursement**

On a fiscal year basis, after an employee on an individual HMO plan is credited with paying \$160 in combined increases (sec 5 above), the reimbursement will be for all of the increases. (The \$160 is what an employee will save in annual premium with the new MIIA Options Plan as compared to what the FY 11 premium would be for the current Plan.)

On a fiscal year basis, after an employee on a family HMO plan is credited with paying \$420 in combined increases, (see 5 above), the reimbursement will be for all of the increases. (The \$420 is what an employee will save in annual premium with the new MIIA Options Plan as compared to what the FY 11 premium would be for the current Plan.)

Example:

During the first nine months of a fiscal year, Employee A, who is on an individual HMO Plan:

- Fills four ninety day Tier 3 prescriptions, paying \$220 in increased co-pays, but gets reimbursed for \$160 of the increase by the Town, i.e., an effective employee increase of \$60;
- Has two day surgery procedures, paying the \$200 in increased deductible, but gets reimbursed for \$150 of the increase by the Town, i.e., an effective employee increase of \$50;
- Then, has two hospital admissions (hospital rated basic or standard), paying the \$300 increase in the deductible, but gets reimbursed for \$200 of the increase by the Town, i.e., an effective employee increase of \$100.

Because Employee A has paid \$210 in combined increases during the fiscal year, the Town will reimburse Employee A for an additional \$50 for the hospital admission deductibles. (\$210-\$160). If the Employee has to pay any more co-pays and deductibles in the categories reflected in the above chart during the rest of the fiscal year, the Town will reimburse the entire increase.

*Incorporated 1669  
336 Years of Progress*



CRANBERRY CAPITAL  
OF THE WORLD



## Town of Middleborough

Massachusetts

Town Manager

508-947-0928  
FAX 508-946-2320

### MEMORANDUM

To: Board of Selectmen

From: Charles J. Cristello, Town Manager 

Date: March 11, 2011

Subject: *New Employment Agreement for the Town Manager*

Enclosed please find a new three year employment agreement for my position which I have signed that is the outcome of our recent negotiations. It allows me to convert some current reimbursements in the contract to salary in future years, at no additional cost to the Town. It also restricts my access to vacation leave if I were to leave before the end of my contract, reduces my accrual of sick leave and eliminates a provision that allows me to reopen my contract based on future changes in the GMEG contract. There are no other changes.

The salary reflects the 3% increase you authorized in FY 10, which I did not take until just recently. I did not ask for an increase in FY 11.

I am happy with the terms that we negotiated and I look forward to serving the residents of Middleborough for another three years.

## EMPLOYMENT AGREEMENT

### TOWN OF MIDDLEBOROUGH TOWN MANAGER

THIS AGREEMENT is made pursuant to Chapter 41, Section 108N of the Massachusetts General Laws and is entered into by and between the Town of Middleborough ("Town"), acting by and through its Board of Selectmen, ("Board") and Charles J. Cristello ("the Town Manager"):

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws, desires to contract with Charles J. Cristello to be the Middleborough Town Manager and he agrees to accept continued employment as the Town Manager of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 - Functions and Duties of the Town Manager – The functions and duties include without limitation the following:

The Town Manager shall be the administrative head of all departments of the Town Government, which the Selectmen oversee under the Massachusetts General Laws, the Town Manager's Act of 1920 and the Town Charter, except as provided otherwise in the Town Charter. The Town Manager shall perform the duties and have the powers and responsibilities of the Town Manager specified in the Town Charter, and such other duties as the Board shall from time to time legally assign to him. The powers and duties shall include the following:

- (A) To organize, continue, or discontinue such divisions or departments from time to time as may be determined by vote of the Selectmen not inconsistent with the provisions of this act.
- (B) To appoint upon merit and fitness alone and, except as otherwise provided herein, to remove all Superintendents or Chiefs of departments and all subordinate officers and employees in such departments, and to fix all salaries and wages of all subordinates and employees subject to law. A Superintendent or Chief of a department shall not be removed by the Town Manager, except on five days notice in writing which shall state the cause of such removal.
- (C) To exercise control of all departments or divisions subject to his supervision.
- (D) To attend all regular meetings of the Selectmen, and to recommend to the Selectmen for adoption such measures requiring action by them or by the town as he may deem necessary or expedient.
- (E) To keep full and complete records of his office and to render as often as may be required by the Selectmen a full report of all operations during the period reported on; and annually, or often, if required by the Selectmen, to make a synopsis of all the reports for publication.
- (F) To keep the Selectmen fully advised as to the needs of the town within the scope of his

duties, and to furnish the Selectmen in writing on or before the Thirty-first day of December of each year with a detailed list of the appropriations required during the next ensuing fiscal year for the proper conduct of all departments of the town under his control.

- (G) To keep in repair all the town buildings.
- (H) To purchase all supplies and materials for all departments of the town except books for schools.
- (I) To administer the health regulations of the town as required by the by-laws, or by the Selectmen, in addition to those provided by statute, either directly or through a person appointed by him, to be designated as the Health Officer, and under the supervision of the Selectmen exercising the powers of the Board of Health.
- (J) To perform such duties, consistent with his office, as may be required of him by the by-laws of the town, or by vote of the Selectmen.

### SECTION 2 - Term of Contract

This Agreement shall be for a term beginning July 1, 2011 and ending June 30, 2014

There will be an automatic extension of the agreement for a single, one year term--- July 1, 2014 through June 30, 2015---under the following conditions:

- A. Between April 1 and May 31, 2013, the Town Manager notifies the Town in writing that the June 30, 2013 automatic year extension date for the agreement is approaching.
- B. The Board fails to notify the Town Manager in writing by June 30, 2013 of its intention not to automatically extend the agreement at the end of its term. The Board's notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.

### SECTION 3 - Removal and Severance Pay

- A. The Board may remove The Town Manager during the term of this Agreement in accordance with Section Twenty-One of the Town Charter (set forth below):

SECTION TWENTY-ONE: The Selectmen, by a majority vote, may remove the Town Manager by filing a written statement with the Town Clerk setting forth in detail the specific reasons for his removal, a copy of which statement shall be delivered to the Town Manager. Such removal shall not take effect until the expiration of five days after the filing of the statement with the Town Clerk, but if it is so recited in the statement the Town Manager shall be suspended from office forthwith. If the Town Manager so requests within the said five day period, a public hearing shall be given to him by the Selectmen, and in that event the removal of the Town Manager shall not take effect until a written decision following the hearing shall have been filed with the Town Clerk. Such decision by a majority vote of the Selectmen shall be final.

A timely notice by the Board not to extend the Contract at the end of the initial term shall not constitute a removal.

- B. In the event that the Town Manager is removed by the Board of Selectmen prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Manager a lump sum cash severance payment equal to 5 (five) months aggregate salary, as well as unused vacation time, which amount shall be paid to the Town Manager on or before the effective date of removal from his employment, The Agreement shall be deemed to be terminated upon removal. All rights and benefits shall cease, except for the entitlement to severance and unused vacation pay and post removal indemnification as set forth in Section 10.
- C. In the event that the Town Manager voluntarily resigns his position as Town Manager with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town three (3) months written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. Said resignation shall not take effect until three (3) months after the date written notice is given to the Town.

#### SECTION 4 - Salary

- A. The Town agrees to pay the Town Manager for services rendered under this Agreement an annual base salary of \$ 133,900 (one hundred and thirty three thousand nine hundred dollars), payable in the same installments as other employees of the Town are paid. Any increase in salary for the subsequent years of the agreement shall be determined by the Board of Selectmen, subject to an annual performance evaluation and Town Meeting budget appropriation.
- B. If the Town Manager continues in office after the expiration of this Agreement and there is no successor agreement, the Town Manager shall continue to receive the salary in effect at the time.

#### SECTION 5 - Hours of Work

The Town Manager will devote full time and attention to the business of the Town and will not engage in any other business, except with the approval of the Board.

#### SECTION 6 - Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty.

- A. The Town Manager shall be eligible to enroll in the Town's health and life insurance programs with the Town contributing 75% and the Town Manager contributing 25% towards the premium cost of the plan. Any other costs, including co-payments, will be paid for by the Town Manager. The Town will provide, at its expense, the standard life insurance that it provides other employees under M.G.L. c. 32B. As allowed by M.G.L. c. 41, 108N, the Town will contribute \$9,000 (nine thousand dollars) annually---in equal monthly installments---to a Deferred Compensation Plan designated by the Town Manager as long as the Town Manager does not participate in the Town's Health

Insurance Program.

- B. The Town Manager will be entitled to twenty (20) days paid vacation in each year of the Contract. He shall have the right to carry over up to five (5) days of vacation to be used in the next year with the advance approval of the Board. Said approval must be requested far enough in advance for vacation to be taken if the request is not approved. The vacation credit presumes that the contract term will be fulfilled: if it is not, the vacation credit will be pro-rated based on the portion of the term fulfilled.
- C. The Town Manager will be credited with 30 (thirty) sick days at the commencement of his employment as Town Manager. Thereafter, he will accrue one (1) sick day per month. Unused sick days may be accumulated from year to year to a maximum of one-hundred (100) days, but unused days will not be bought back.
- D. The Town Manager shall receive the following paid Holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

If a Holiday falls on a day that the Town Manager is using paid vacation, he will be provided with an additional day off with pay.

All Holidays falling on a Sunday will be observed on the following Monday.  
All Holidays falling on a Saturday will be observed on the previous Friday.

The Town Manager will be entitled to three (3) hours off his regular workday on the working days preceding Christmas and New Years Day.

- E. Upon the death of the Town Manager's spouse or his children, the Town Manager will be granted leave of five working days without loss of pay. Upon death of the Town Manager's mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Town Manager will be granted leave of three working days without loss of pay.
- F. The Town Manager shall receive three (3) days personal leave each contract year.
- G. In the event that The Town Manager serves as a juror in a Federal Court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.

## SECTION 7 - Professional Development, Dues and Subscriptions

The Town agrees to pay up to \$3,500 (thirty five hundred dollars) annually for dues, subscriptions, registration, travel and subsistence expenses of The Town Manager for memberships, conferences, short courses, institutes and seminars that are necessary for his professional development, as approved by the Board of Selectmen, including without limitation the ICMA Annual Conference, the Massachusetts Municipal Association Annual Conference and the Massachusetts Municipal Managers' Association Annual Spring Conference. Time spent in professional development activities shall not be deducted from vacation leave. In FY 2012 the Town Manager may elect to convert up to \$3,500 of this reimbursement to salary.

## SECTION 8 - Life or Disability Insurance Contribution

The Town shall pay to The Town Manager, in August of each fiscal year of the Contract \$2,400 (two thousand four hundred dollars) toward the cost of Life and/or Disability Insurance policies. The Town Manager shall be responsible for any taxes or liabilities on this payment. In FY 2013 the Town Manager may elect to convert up to \$2,400 of this reimbursement to salary.

## SECTION 9- Automobile

Whereas the Town Manager is deemed to be on duty twenty-four hours a day, three hundred sixty-five days a year, the Town Manager shall be provided with a Town vehicle for use in discharging his duties within the Commonwealth of Massachusetts, including, at his discretion, to commute from his residence. The Town shall provide, maintain, insure and repair said vehicle for the Town Manager's use and reimburse him for any gasoline, tolls, and parking expenses incurred in connection with the discharge of his duties.

The Town Manager shall be responsible for keeping mileage records for Internal Revenue purposes.

## SECTION 10 - Indemnification

Pursuant to Chapter 258, Section 9, the Town will indemnify the Town Manager from personal financial loss, all damages and expenses, including legal fees and costs, if any in an amount not to exceed \$1,000,000 (one million dollars) arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of civil rights of any person under federal or state law, if the Town Manager, at the time of such intentional tort or such act or omission, was acting within the scope of his official duties or employment, except that he shall not be indemnified for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner. This section shall survive the termination of this Agreement or removal of the Town Manager for the Town Manager's acts or omissions that occurred during his tenure as Town Manager. The Town will provide the Town Manager liability insurance coverage under its public officers' liability insurance policy.

SECTION 11 - Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager, in the performance of municipal duties.

SECTION 12 - Other Terms and Conditions of Employment

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager, except as otherwise provided in this Agreement.

SECTION 13 - No Reduction in Benefits

The Town shall not at any time during the term of the Agreement, or any extension, reduce the salary, compensation or other benefits of the Town Manager except in accordance with the provisions of this Agreement.

SECTION 14 - Town Manager Evaluation

- A. Annually, the Board and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.
- B. The Board shall review and evaluate the Town Manager every year from the date that the Town Manager commences his duties as Town Manager. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Chairman of the Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss his or her evaluation with the Board. The evaluation shall be part of the Town Manager's personnel file.

SECTION 15 - Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO TOWN:                      Chairman of Board of Selectmen  
Town Hall, 10 Nickerson Avenue  
Middleborough, MA 02346

B. TO TOWN MANAGER: Charles J. Cristello  
40 French St.  
Hingham, MA 02043

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. A party from time to time may give the other party written notice of an alternate address to which notices shall be given by mail hereunder in lieu of an address set forth above.

SECTION 16- General Provisions

- A. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications or same shall be effective unless by an instrument in writing duly executed by the parties.
- B. This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any provision, or any portion thereof, contained in this Agreement shall be determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.
- C. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee".

IN WITNESS WHEREOF, the parties hereunto set their hands and seal by their duly authorized representatives this 11 day of March, 2011.

TOWN OF MIDDLEBOROUGH,  
Acting by and through  
Its Board of Selectmen

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

  
\_\_\_\_\_  
CHARLES J. CRISTELLO  
March 11 2011  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DATE: March 4, 2011

TO: Board of Selectmen

FROM: Eileen S. Gates, Town Clerk

SUBJECT: Appointment of Election Officers

Please appoint the following Election Officers for 2011

**Precinct 1:** Linda Eatherton  
Robert Burke  
Sarah Jigergian  
Marie Clory  
Gaynel Bradford  
Meredythe Salvucci  
Robert Eatherton

**Precinct 4:** Donna Moquin  
Ruth Whitman  
Janice Westgate  
Theresa Washburn  
Sharon Connolly  
Charlene Eaton  
Marie Clory

**Precinct 2:** Betty Johnson  
Elizabeth Wainwright  
Ursula Hill  
Florence Cadillic  
Janet Walker  
Arlene Dickens  
Anne Renaux  
Lillian Craig  
Donald Dickens

**Precinct 5:** Karen Nice  
Kathleen Foye  
Linda Gordon  
Wendy McCormick  
Susan Beaulieu  
Cheryl Reimels  
Margaret Washburn  
Louisa Brown  
Judith Donahue

**Precinct 3:** Deborah Ginn  
Patricia McManus  
Louise Wright  
Judith Clark  
Mary Ieronimo  
Anna Blanchard  
Carol Piccolo  
Susan Bell

**Precinct 6:** Joan Ayube  
Marjorie Bragg  
Lois Hawks  
Shelly Murphy  
Isabelle Minkle  
Georgia Iverson  
Jeanne Turney  
Judith Thompson

Also, please reappoint Virginia Landis to the Board of Registrars for a three year term.

**Jacqueline Shanley**

---

**From:** Robert Ewell [ewellrobert@gmail.com]  
**Sent:** Wednesday, March 02, 2011 10:32 PM  
**To:** Jacqueline Shanley  
**Subject:** Samuel Fuller School Race

Jacqueline,

On behalf of Samuel Fuller School, I would like to request permission to place our Pratt Farm trail race sign on the town hall lawn for about 2 weeks: to be put up April 25th and taken down May 7th. The sign is free standing; we will not put anything in the ground. The sign is three feet by ten feet and is raised off the ground just a couple of feet. We did house the very same sign there last year with your permission. We would very much appreciate the privilege of housing it there again.

Thank you,  
Bob Ewell

*Incorporated 1669*  
*336 Years of Progress*



CRANBERRY CAPITAL  
OF THE WORLD



**Town of Middleborough**  
**Massachusetts**

Town Manager

508-947-0928  
FAX 508-946-2320

March 8, 2011

Ronald Burgess  
51 Summer Street  
Middleborough, MA 02346

Dear Mr. Burgess:

I am happy to reappoint you to the Conservation Commission subject to the approval of the Board of Selectmen pursuant to Massachusetts General Laws Chapter 40, Section 8C. This appointment will run to 2014.

By copy of this letter, I am asking the Selectmen to approve your appointment at their meeting on *Monday, March 14, 2011*.

You will need to be sworn in by the Town Clerk at her office at 20 Centre Street, prior to assumption of your duties on the Commission.

Thank you for your willingness to serve the Town of Middleborough.

Very truly yours,

Charles J. Cristello  
Town Manager

CJC/ajf  
cc: Board of Selectmen  
Eileen S. Gates, Town Clerk  
Conservation Commission

**Allison Ferreira**

---

**From:** Jeanne Spalding  
**Sent:** Tuesday, March 08, 2011 3:14 PM  
**To:** Allison Ferreira  
**Subject:** RE: Nomination of Inspector of Animals

If the Board votes it with Jason as alternate. Thank you, Jeanne

---

**From:** Allison Ferreira  
**Sent:** Tuesday, March 08, 2011 2:21 PM  
**To:** Jeanne Spalding  
**Subject:** Nomination of Inspector of Animals

Hi Jeanne,

I just received the form for the nomination of Inspector of Animals from the Department of Agricultural Resources. Just writing to confirm Jessica Gardner will be continuing on in this position.

Thanks,  
Allison

*Allison J. Ferreira  
Assistant to the Town Manager  
Town of Middleborough  
10 Nickerson Avenue  
Middleborough, MA 02346  
aferreira@middleborough.com  
(508) 947-0928 phone  
(508) 946-2320 fax*

# THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



## Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



DEVAL L. PATRICK  
Governor

TIMOTHY P. MURRAY  
Lieutenant Governor

RICHARD K. SULLIVAN JR.  
Secretary

SCOTT J. SOARES  
Commissioner

March 7, 2011

### **RE: NOMINATION OF INSPECTOR OF ANIMALS**

Nominating Authority:

Enclosed is the nomination form for the Inspector of Animals for your city or town. **This form is due back to the Division of Animal Health by April 1, 2011.** The appointment will run from May 1, 2011 until April 30, 2012. If more than one inspector was appointed for your city or town, there is a separate form for each. If you are nominating the same inspector(s) this year, **be sure that all of the contact information is complete and still correct.** Any corrections should be made in the space provided on the right. If you will be nominating a new inspector, that person's information should be entered in the space provided on the right. Submit a separate form for each inspector nominated. Also, be sure that all of your (nominating authority) information is complete and correct. Any changes to your information should be made in the space provided to the right.

Once all of the contact information is confirmed to be correct, all that is needed is to **have the nominee sign the form**, accepting the nomination and swearing to faithfully perform the duties of that office. **The nominee's signature must be notarized.** In many cases the city or town clerk is a notary.

After the nominee's signature has been notarized, simply **return the form to the Division of Animal Health at the address listed at the top of the form.** The Division of Animal Health will send back confirmation of the inspector's appointment. **Please note that regardless of when the most recent appointment was made, it is only valid through April 30, 2011.** This nomination will cover the year starting May 1, 2011 and run until April 30, 2012.

If you have any questions, please call Elsie Colon at (617) 626-1810.

Thank you,

A handwritten signature in black ink, appearing to read 'Michael Cahill'.

Michael Cahill, Director  
Division of Animal Health



**The Commonwealth of Massachusetts**

Department of Agricultural Resources  
Division of Animal Health  
251 Causeway Street, Suite 500  
Boston, MA 02114-2151

**Nomination of Inspector of Animals**

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2011. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Middleborough

3/7/2011

**To the Director, Division of Animal Health, Department of Agricultural Resources**

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2012 is sent for your approval:

**Inspector of Animals**

Inspector: (Note all changes here)

Name: Jessica Gardner

Name: \_\_\_\_\_

Mail Address: 20 Center St.

Mail: \_\_\_\_\_

Middleborough, MA - 02346

Phone: 5089462408 Fax:5089462321

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: jgardner@middleborough.com

Email: \_\_\_\_\_

**Nominating Authority**

Nominating Authority: (Note all changes here)

Contact: Charles J. Cristello Town Manger

Contact: \_\_\_\_\_

Office: Town Manager's Office

Office: \_\_\_\_\_

Mail: 10 Nickerson Ave.

Mail: \_\_\_\_\_

Middleborough, MA - 02346

P: (508) 947-0928 F: (508) 946-2320

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: ccristello@middleborough.com

Email: \_\_\_\_\_

**Acceptance of Nomination of Inspector of Animals (must be notarized)**

I hereby accept my nomination as Inspector of Animals for the City or Town of Middleborough, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations).

Name (print) \_\_\_\_\_ Signed \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Plymouth,ss

Date: \_\_\_\_\_

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his or her free act and deed, before me.

\_\_\_\_\_  
Notary Public

My commission Expires: \_\_\_\_\_

**Appointment of Inspector of Animals (Division of Animal Health use only)**

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of \_\_\_\_\_ as Inspector of Animals for the City or Town of Middleborough, Massachusetts.

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
Director, Division of Animal Health



# Town of Middleborough Massachusetts

## BOARD OF SELECTMEN

### APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 3/4/11 William Fulker Attending Service of U.F.  
 NAME OF APPLICANT \_\_\_\_\_  
 ADDRESS OF APPLICANT 13 WEST END AVE  
 ASSESSORS MAP & LOT 48/1535  
 DAYTIME TELEPHONE 978 923 4094  
 NAME OF BUSINESS ALKY HOUSE  
 OWNER OF PROPERTY TO BE LICENSED HOWARD TRU. TRUST  
 ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST.  
 ASSESSORS MAP & LOT 52/15389

#### TYPE OF LICENSE REQUESTED (Check One)

- 2<sup>nd</sup> Hand Furniture \_\_\_\_\_
- Class I License \_\_\_\_\_
- Class III License \_\_\_\_\_
- Common Violator \_\_\_\_\_
- Entertainment \_\_\_\_\_
- 2<sup>nd</sup> Hand Clothing \_\_\_\_\_
- Class II License \_\_\_\_\_
- Liquor License  ALL ALCOHOL
- Automatic Amusement \_\_\_\_\_
- Other \_\_\_\_\_

Anticipated Start Date for Business MARCH 17, 2011  
 Hours requested: 6am - 10pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?  
 If yes, explain: YES, SIMILAR LICENSES AND SUBSEQUENT APPROVAL

Signature: [Signature]  
 DATE OF HEARING 3/14/11

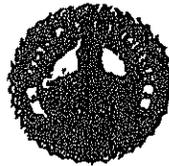
APPROVED/DENIED

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

[Signature]



# Town of Middleborough Massachusetts

## BOARD OF SELECTMEN

### APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 3/4/11 William Fuller Attending SERVICE of U.E.  
 NAME OF APPLICANT \_\_\_\_\_  
 ADDRESS OF APPLICANT 13 WEST END AVE  
 ASSESSORS MAP & LOT 402/5575  
 DAYTIME TELEPHONE 508 983 4744

NAME OF BUSINESS Alley Theatre  
 OWNER OF PROPERTY TO BE LICENSED HOWARD TRUST  
 ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST.  
 ASSESSORS MAP & LOT 502/5389

#### TYPE OF LICENSE REQUESTED (Check One)

- 2<sup>nd</sup> Hand Furniture \_\_\_\_\_
- 2<sup>nd</sup> Hand Clothing \_\_\_\_\_
- Class I License \_\_\_\_\_
- Class II License \_\_\_\_\_
- Class III License \_\_\_\_\_
- Liquor License ALL ALCOHOL
- Common Vicarier \_\_\_\_\_
- Automatic Amusement \_\_\_\_\_
- Entertainment \_\_\_\_\_
- Other \_\_\_\_\_

Anticipated Start Date for Business April 30, 2011  
 Hours requested: 6pm - 10pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?  
 If yes, explain: YES, SIMILAR LICENSES AND SUBSEQUENT APPROVAL

Signature [Handwritten Signature]  
 DATE OF HEARING 3/14/11

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]



**Town of Middleborough**  
**Massachusetts**

**BOARD OF SELECTMEN**

**APPLICATION FOR LICENSE**  
**(PLEASE TYPE OR PRINT CLEARLY)**

DATE 3/4/11  
NAME OF APPLICANT William Fulker *PROVIDING SERVICE OF U.F.*  
ADDRESS OF APPLICANT 13 WEST END HILL  
ASSESSORS MAP & LOT 482/15595  
DAYTIME TELEPHONE 508 983 4044  
  
NAME OF BUSINESS Alley Theatre  
OWNER OF PROPERTY TO BE LICENSED FLORIANO TRU. TRUST  
ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST.  
ASSESSORS MAP & LOT 52P/5389

**TYPE OF LICENSE REQUESTED (Check One)**

- 2<sup>nd</sup> Hand Furniture
- Class I License
- Class III License
- Common Victualer
- Entertainment
- 2<sup>nd</sup> Hand Clothing
- Class II License
- Liquor License ALL ALCOHOL
- Automatic Amusement
- Other

Anticipated Start Date for Business MAY 21, 2011  
Hours requested 6 AM - 10 PM

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?  
If yes, explain: YES, SIMILAR PERMITS AND SUBSEQUENT RENEWAL

Signature [Signature]  
DATE OF HEARING 3/4/11

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

[Signature]



# Town of Middleborough Massachusetts

## BOARD OF SELECTMEN

### APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 3/4/11  
 NAME OF APPLICANT William Fuller *providing SERVICE of N.E.*  
 ADDRESS OF APPLICANT 13 WEST END BLVD  
 ASSESSORS MAP & LOT 416/15575  
 DAYTIME TELEPHONE 508 923 4044  
 NAME OF BUSINESS Alley Theatre  
 OWNER OF PROPERTY TO BE LICENSED HOWARD INV. TRUST  
 ADDRESS OF PROPERTY TO BE LICENSED 133 BURL ST  
 ASSESSORS MAP & LOT 50P/5389

### TYPE OF LICENSE REQUESTED (Check One)

- 2<sup>nd</sup> Hand Furniture \_\_\_\_\_
- Class I License \_\_\_\_\_
- Class III License \_\_\_\_\_
- Common Victualer \_\_\_\_\_
- Entertainment \_\_\_\_\_
- 2<sup>nd</sup> Hand Clothing \_\_\_\_\_
- Class II License \_\_\_\_\_
- Liquor License  ALL ALCOHOL
- Automatic Amusement \_\_\_\_\_
- Other \_\_\_\_\_

Anticipated Start Date for Business JULY 21, 2011  
 Hours requested: 6pm - 11pm

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

YES, SIMILAR PERMITS AND SUBSEQUENT APPROVAL

Signature: [Handwritten Signature]

DATE OF HEARING 3/4/11

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 Town/Municipal Charges? NO

[Large Handwritten Signature]

APPLICATION AND UTILIZATION AGREEMENT  
TOWN HALL  
MIDDLEBOROUGH, MASSACHUSETTS

\*PLEASE SUBMIT PAYMENT WITH APPLICATION\*

DATE OF APPLICATION MARCH 7, 2011

ORGANIZATION/INDIVIDUAL South Shore TANGO / Tracy Miller

ADDRESS 112 Fuller Street

CITY, STATE, ZIP Middleboro, MA 02346 TEL # 508-923-9754

CO-APPLICANT (BARTENDING SERVICE) \_\_\_\_\_

OWNER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ TEL # \_\_\_\_\_

DATE(S) OF EVENT Thursday 3/17/11 APPROXIMATE NUMBER OF PARTICIPANTS 25  
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED 7:00 p.m TO 8:30 p.m.

*Be sure to include any set-up or dismantling day(s)/time requirements.*

BRIEFLY DESCRIBE TYPE OF ACTIVITY Argentine Tango class

ASSIGNED SPACE \_\_\_\_\_ MEETING ROOM \_\_\_\_\_ GRAND BALLROOM  GROUNDS If using grounds, will building access be required for sanitary facilities? \_\_\_\_\_

\*Note -- There is no air conditioning available in the Grand Ballroom

Are you requesting a one-day alcoholic beverage license? No Licensing fee of \$ \_\_\_\_\_ plus \$100.00 required at time of application. This will be refunded if license denied prior to event or activity.

Food will be served N/A Name of Caterer \_\_\_\_\_ Telephone # \_\_\_\_\_

**\*If food is to be served, please contact the Health Department for the appropriate permits.**

We expect to bring in the following additional equipment/furnishings CD player and Speakers.

Any required insurance policy/indemnification agreement must be attached to application.

Rental Deposit (Bond) \$500.00 Check # 2001 (must be tendered with application and will be returned within two-weeks if no damage to building, grounds or equipment has been reported).

Rental Cost 160. One-day alcoholic beverage license fee \_\_\_\_\_ Personnel Cost \_\_\_\_\_ Total Cost \_\_\_\_\_

Name of Designated Town Official volunteering to perform security service Marsha Brunelle

Signature of Volunteer \_\_\_\_\_

Application Approved by Board of Selectmen (date) \_\_\_\_\_ Fees Waived \_\_\_\_\_ Fees Due \_\_\_\_\_

APPLICATION AND UTILIZATION AGREEMENT  
TOWN HALL

By signing below I/we acknowledge receipt of a copy of the rules and regulations and agree to abide by them and any other conditions established in this application.

Authorized Signature of Organization

*Tracy R. Miller*

Individual Signature

Name ---Please Print

TRACY R. MILLER

Name—Please Print

Signature of Owner – Co-Applicant (Bartending Service)

Business Name—Please Print

Original to be kept with security bond/deposit in the Selectmen's office. Two copies given to applicant (one for your records and the other given to the custodian/security personnel in charge of the event/activity.)

**TOWN OF MIDDLEBORO  
INSURANCE REQUIREMENTS  
FOR  
USE OF TOWN OWNED FACILITIES**

Name of Organization: South Shore TAx60

Address: 112 Fuller Street

City, State, Zip: Middleboro, MA 02346

Description of Function: Tax60 class

Location of Town Facility: Town Hall, Main Street

Date and Time of Use: Thursday, March 17, 2011

*A. Workers Compensation Insurance*

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Coverage A

Statutory, Commonwealth of Massachusetts

Coverage B

\$500,000 per insuring agreement

*B. Commercial General Liability Insurance*

Insurance Company: \_\_\_\_\_

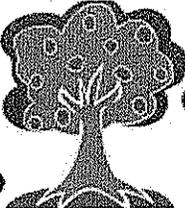
Policy #: \_\_\_\_\_

Policy Term: \_\_\_\_\_

Each Occurrence

\$1 Million

# Middleborough Friends



March 7, 2011

The Honorable Board of Selectmen  
10 Nickerson Avenue  
Middleborough, MA 02346

Re: Town Hall Sign Request for Pancake Breakfast May 7

Dear Members of the Board:

The Middleborough Friends hereby request permission to place a sign on the town hall lawn. The sign is freestanding and movable. The sign will not require any holes to be dug in the lawn. This request is for our upcoming Middleborough Friends Pancake Breakfast to benefit the COA on May 7, 2011 for which the public is encouraged to attend.

Our sign would be placed from April 8 to May 7. The sign would be promptly removed after the event.

Thank you for your consideration, please contact me with any question at 508-509-2278.

Sincerely,



Brian Giovanoni  
Secretary  
Middleborough Friends

# Middleborough Friends



March 7, 2011

The Honorable Board of Selectmen  
10 Nickerson Avenue  
Middleborough, MA 02346

Re: 6<sup>th</sup> Annual Summer Concert Series on the Town Hall Lawn

Dear Members of the Board:

The Middleborough Friends would once again like ask your permission to offer nine free summer concerts on Thursday evenings this summer from 6:00pm to 8:30pm on the Town Hall lawn. We have tentatively scheduled the following dates: July 7<sup>th</sup>, July 14<sup>th</sup>, July 21<sup>st</sup>, July 28<sup>th</sup>, August 4<sup>th</sup>, August 11<sup>th</sup>, August 18<sup>th</sup>, August 25<sup>th</sup> and September 1<sup>st</sup>.

The concerts were well attended last year, the music was enjoyed by as many as 250 and \$580.00 in donations were raised for each the Park Dept. and the Animal Shelter.

We feel this positive activity enhances downtown participation in the community while generating interest in the performing arts. Some of the downtown businesses have expressed a desire for the continuation of this evening entertainment and a willingness of participation on their part.

We have a number of entertainers willing to do benefit performances again this year. We also, plan on selling snacks and refreshment as we have done in the past. The Oak Point Veterans Support the Troops will continue to collect goods to send over to our local deployed service men and women and the Nathan Hale Foundation will also be participating again.

Our volunteers will be responsibilities of set up and cleanup after each night. As this is an all volunteer program for the community, we hope you again grant this use request and waive all associated fees. We also ask for permission to place a freestanding sign on the lawn throughout the series which will be moved weekly.

Thank you for consideration of this request. If you have any question, please contact me at 508-509-2278.

Sincerely,



Brian Giovanoni

**Jacqueline Shanley**

---

**From:** Ian Sander [ian@sandermoses.com]  
**Sent:** Tuesday, March 08, 2011 5:15 PM  
**To:** Jacqueline Shanley  
**Subject:** GHOST TOWN

Dear Board of Selectmen for the Town of Middleboro,

Per my discussion with Marsha Brunelle, we are hereby requesting permission to shoot a Television Pilot Presentation which Slam Internet Inc., based at ABC Media Productions is producing for The Style Network, entitled GHOST TOWN.

We intend to shoot at the Burtwood School as well as various locations in Middleboro including some exteriors in the town.

The show is a reality documentary style show focusing on the life and work of Maureen Hancock, a medium in your area.

The crew will be limited (under 10 people) and we will be providing employment for a number of local residents.

We intend to shoot from March 29 - April 1 on said pilot and if the show becomes a series (which we are hopeful and confident of) we would return later in the year to both provide additional employment and shoot for a longer period.

Kim Moses and Ian Sander are the Executive Producers (Ghost Whisperer; Profiler; I'll Fly Away). To learn more about us please go to [www.sandermoses.com](http://www.sandermoses.com)

If we can answer any additional question please call at 818-560-4500.

Thank you so much for your consideration.

Sincerely,

Ian Sander

Capeway Rovers M/C  
P O Box 2304  
Abington, MA 02351

Selectman Office  
10 Nickerson Avenue  
Middleboro, MA 02346  
Ph - 508-946-2405  
Fax 508-946-0058

Board of Selectman,

This is the list of Race Dates for the 2011 Race Season:

Sunday:

3/27, 4/3, 4/10, 4/17, 5/1, 5/15, 5/22, 5/29, 6/12, 6/19, 6/26,  
7/10, 7/17, 7/24, 7/31, 8/7, 8/14, 8/21, 8/28, 9/11

Capeway is allowed 10 practices non date specific 4 available for weekend use and 6 for  
weekday use 9am – 4pm.

We would also like to apply for our Beer & Wine License at this time.

Thank you,



David Payne  
V.P. Capeway Rovers M/C

