

NEW BUSINESS

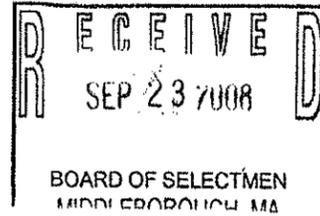
11-3-08



One NSTAR Way, SE 310
Westwood, Massachusetts 02090

July 18, 2008

Ms. Marsha L Brunelle, Chair
Board of Selectmen
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346



Dear Ms. Brunelle:

Re: Petition for Additional Wires, France Street and Pine Street at R/W #240, Middleborough MA

Enclosed find one (1) petition covering the installation of additional wires over France Street and Pine Street. This installation is necessary to improve the reliability and safety of the northeast transmission system.

Favorable action on the part of the selectmen will be greatly appreciated. Should you have any questions, please contact the undersigned by telephone at 781.441.8210, or by email to james.weaver@nstar.com.

Very truly yours,

James R. Weaver
Senior Right of Way Engineer, Transmission

enc.

Town Copy

**PETITION FOR
ADDITIONAL OVERHEAD WIRE CROSSING**

One NSTAR Way, SE 310, Westwood, Massachusetts,

September 18, 2008

to the **Board of Selectmen:**

of the Town of **Middleborough**, Massachusetts:

NSTAR ELECTRIC COMPANY requests permission to install additional wires, cables and fixtures, including the necessary sustaining and protecting fixtures within the following public ways:

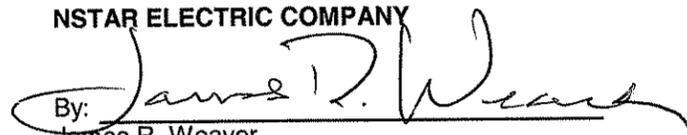
France Street
Pine Street

For the purpose of providing an additional circuit of electric transmission lines, consisting of three (3) conductors and one (1) Optical Ground Wire within existing easements under prior grant of location, and insofar as the Board of Selectmen has jurisdiction.

Wherefore **NSTAR ELECTRIC COMPANY** prays that after due notice and hearing as may be provided by law, or upon petition without notice or hearing (see applicable portions of M.G.L. Ch. 166, Sec. 22) it be granted permit or license as it may be applicable, to install such additional wires together with such sustaining and protecting fixtures as it may find necessary, and said wires to be erected substantially in accordance with locations shown on enclosed Plan (s) enumerated and marked as follows:

| DRAWING NO. | DATED | STREETS |
|-------------|--------------------|---------------|
| 134-102-2 | September 15, 2008 | France Street |
| 134-102-1 | September 15, 2008 | Pine Street |

NSTAR ELECTRIC COMPANY

By: 

James R. Weaver
Senior Right of Way Engineer, Transmission

**ORDER FOR
ADDITIONAL OVERHEAD WIRE CROSSING**

In Board of Selectmen of the Town of ...Middleborough..., Massachusetts.

Upon notice and hearing, or, upon petition without notice or hearing, as provided by law,

IT IS HEREBY ORDERED THAT:

NSTAR ELECTRIC COMPANY

be and it is hereby granted a location for and permission to install and maintain additional wires, together with such sustaining and protecting fixtures as said NSTAR ELECTRIC COMPANY may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said NSTAR ELECTRIC COMPANY dated September 18, 2008.

All construction under this order shall be in accordance with the following conditions:

Construction shall be in accordance with applicable portions of 220 Code of Massachusetts Regulations and the Massachusetts Building Code and be set within the existing 300 foot wide Grant of Location in substantial conformance with the plans filed with said petition.

All said wires and cables shall be placed at a height of not less than 23 feet above the traveled roadway.

The following are public ways, as laid out or otherwise accepted by the Town, or privately owned over which the public has an easement of record or by ancient use, and are the ways within which said additional wires may be installed, and the number of wires which may be installed under this order:

| | |
|----------------------|--|
| France Street | 3 Conductors, 1 Optical Ground Wire |
| Pine Street | 3 Conductors, 1 Optical Ground Wire |

I hereby certify that the foregoing order was adopted and permit granted to said NSTAR ELECTRIC COMPANY at a meeting of the Board of Selectmen of the Town of ...Middleborough..., Massachusetts held on the _____ day of _____, 2008.

Clerk of Board of Selectmen

Middleborough, Massachusetts, _____, 2008
Received and entered in the records of location orders of the Town of Middleborough
Book _____, Page _____

Attest:

Town Clerk

We hereby certify that on _____ 2008, at _____ o'clock, _____, at

_____ a public hearing was held on the petition of the NSTAR ELECTRIC COMPANY for the permission to install and maintain overhead and underground wire crossing described in the order herewith recorded, and we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which NSTAR Electric Company is permitted to install an overhead and underground wire crossing under said order. And that thereupon said order was duly adopted.

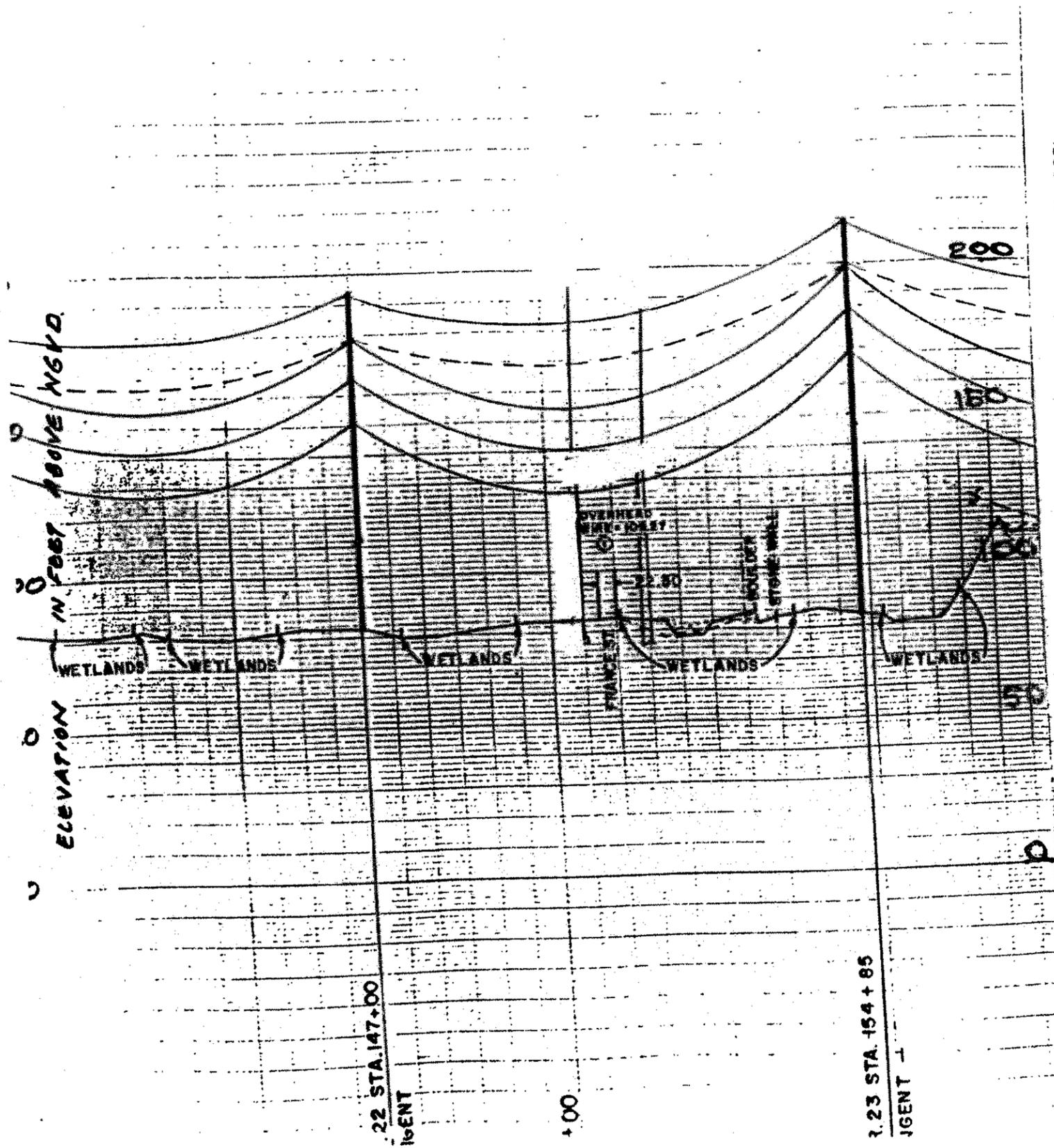
Selectmen of the town of
_____ Middleborough _____
Massachusetts.

Certificate

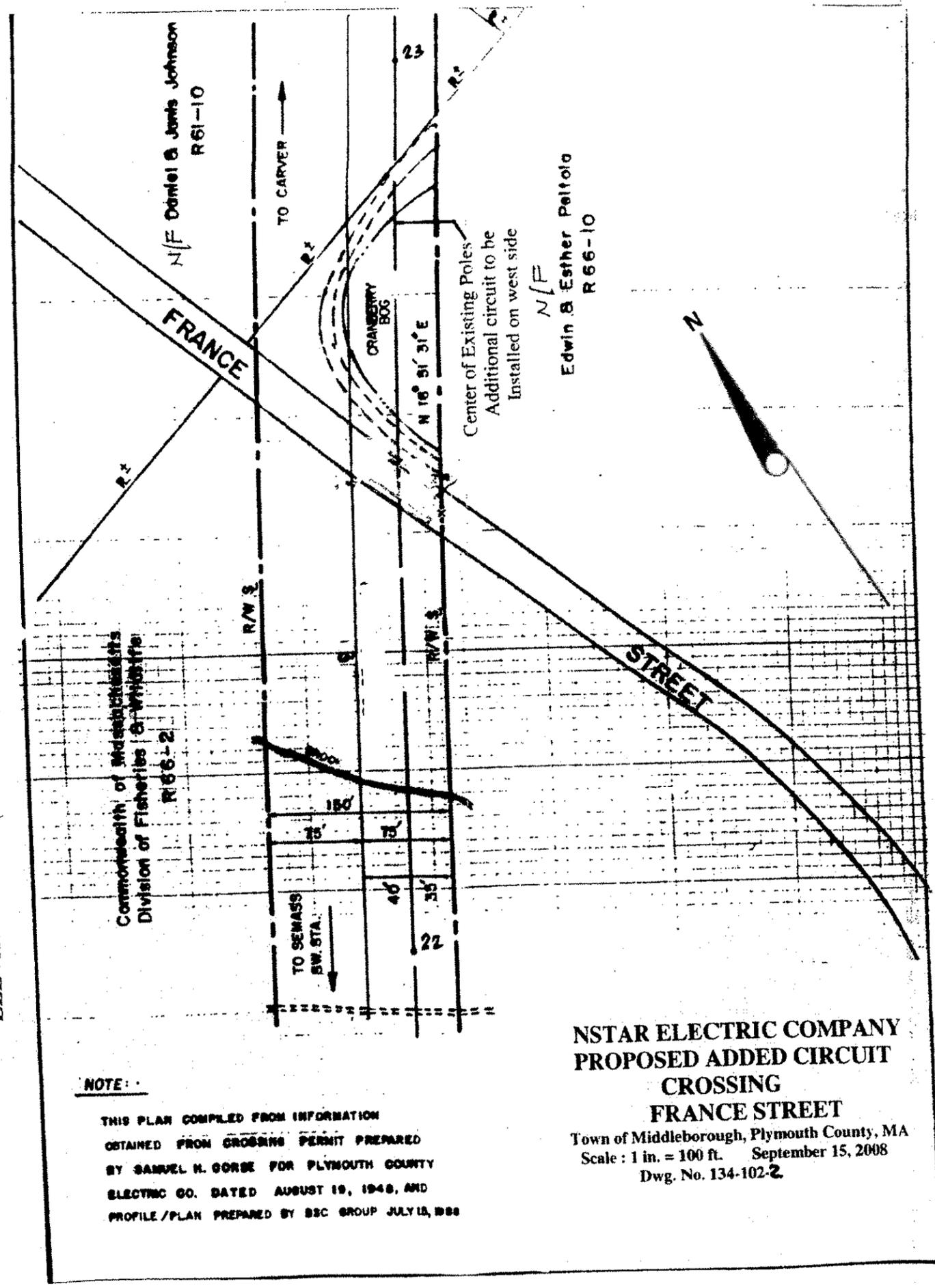
I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of selectmen of the Town of _____, Massachusetts, on the _____ day of _____ 20____, and recorded with the records of locations orders of said Town, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk



ELEVATION IN FEET ABOVE MEAN SEA LEVEL (NGVD OF 1929)



APPLICATION AND UTILIZATION AGREEMENT
TOWN HALL
MIDDLEBOROUGH, MASSACHUSETTS

PLEASE SUBMIT PAYMENT WITH APPLICATION

DATE OF APPLICATION Sept. 30, 2008
ORGANIZATION/INDIVIDUAL The Burt Wood School of Performing Arts
ADDRESS 63 Anderson Ave
CITY, STATE, ZIP Middleborough, MA 02346 TEL # 508-947-4302
CO-APPLICANT (BARTENDING SERVICE) N/A
OWNER NAME Lorna Brunelle
ADDRESS _____
CITY, STATE, ZIP _____ TEL. # _____

DATE(S) OF EVENT Friday Dec. 12 APPROXIMATE NUMBER OF PARTICIPANTS 100
(ATTACH SEPARATE SHEET IF NECESSARY)
TIME OF DAY(S) REQUIRED 2:00pm TO 10:00pm

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

BRIEFLY DESCRIBE TYPE OF ACTIVITY Holiday Recital

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 NO 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 of sound system

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

Rental Deposit (Bond) \$100.00 Check # _____ (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 _____ One-day alcoholic beverage license fee _____ Personnel Cost _____ Total Cost _____

Name of Designated Town Official volunteering to perform security service _____

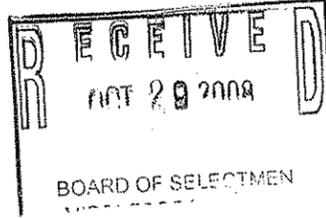
Signature of Volunteer _____

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

I/we _____ hereby acknowledge return of our \$100.00 bond payment.

APPLICATION AND UTILIZATION AGREEMENT
TOWN HALL
MIDDLEBOROUGH, MASSACHUSETTS

PLEASE SUBMIT PAYMENT WITH APPLICATION



DATE OF APPLICATION OCT 21, 2008

ORGANIZATION/INDIVIDUAL WHITMAN-HANSON REGIONAL H.S.

ADDRESS 600 FRANKLIN ST

CITY, STATE, ZIP WHITMAN, MA 02382 TEL # 781-618-7210

CO-APPLICANT (BARTENDING SERVICE) _____

OWNER NAME _____

ADDRESS _____

CITY, STATE, ZIP _____ TEL. # _____

DATE(S) OF EVENT NOV 21ST APPROXIMATE NUMBER OF PARTICIPANTS 300

TIME OF DAY(S) REQUIRED 6:30 TO 10:30
(ATTACH SEPARATE SHEET IF NECESSARY)

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

BRIEFLY DESCRIBE TYPE OF ACTIVITY SEMI-FORMAL DANCE

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 DJ

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

Rental Deposit (Bond) \$100.00 Check # _____ (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 _____ One-day alcoholic beverage license fee _____ Personnel Cost _____ Total Cost _____

Name of Designated Town Official volunteering to perform security service _____

Signature of Volunteer _____

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

I/we _____ hereby acknowledge return of our \$100.00 bond payment.



Middleborough Christmas Parade 2008

 "Spirit of the Season" 



October 13, 2008

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

Mr. Chairman,

This is an official request to the Board of Selectmen for a Parade permit for our 49th annual Christmas parade which will be on Saturday, November 29, 2008, with a rain/snow date of Sunday, November 30, 2008.

The parade will begin at 1:00p.m from Burkland School, continue up Mayflower Avenue to Courtland Street, around Station Street, down Centre Street, continue to South Main Street, and return to the Burkland School.

In addition, we would also like to request a parking ban on Centre Street from 12:30PM until the conclusion of the parade. This is a request that has been approved by Selectmen in the past, put into effect, and worked out quite nicely. Centre Street becomes extremely congested during the parade and we request the ban for the safety of all involved.

Finally, the committee recently got a text message from Santa Claus, and he would once again like to request the use of a fire engine. We are hoping you can accommodate his request.

Thank you for your consideration.

Wishing you the best this holiday season!

Best Regards,

Greg Thomas
Chairman, Middleboro Christmas Parade

CRANBERRY CAPITAL
OF THE WORLD



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

Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

Marsha L. Brunelle
Adam M. Bond
Patrick E. Rogers
Wayne C. Perkins
Steven P. Spataro

APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)

DATE 10/10/08
NAME OF APPLICANT Gary V. Lees
ADDRESS OF APPLICANT 50 North St Apt 1 Middleborough
ASSESSORS MAP & LOT _____

NAME OF BUSINESS Opportunity Knocks Twice
OWNER OF PROPERTY TO BE LICENSED Paul Chu
ADDRESS OF PROPERTY TO BE LICENSED 50 Center St Middleborough
ASSESSORS MAP & LOT M 00508 L 6241

48?

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture 2nd Hand Clothing
Class I License _____ Class II License _____
Class III License _____ Liquor License _____
Common Victualler _____ Automatic Amusement _____
Entertainment _____ Other _____

Anticipated Start Date for Business November 2008
Hours requested: 9am - 5pm Monday - Sunday

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain: NO

Signature: Gary V. Lees

DATE OF HEARING 11/3/08

APPROVED/DENIED

Judy M. MacDonald

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

Greg M. Marshall
[Signature]

DECAS, MURRAY & DECAS ATTORNEYS AT LAW
132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

GEORGE C. DECAS
DANIEL F. MURRAY
W/ HAND DELIVER

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

WAREHAM OFFICE:
219 MAIN STREET
(508) 295-2115

October 10, 2008

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

RE: water exploration contract – Jacques Whitford Company, Inc.

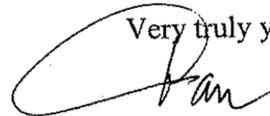
Dear Charlie:

I enclose in duplicate original a contract containing Jacques Whitford's Standard Terms and Conditions with three (3) attached work order authorizations. I have endorsed my approval as to form on the contract.

Dick Tinkham assured me that there are current appropriations available to pay the amounts set forth in the work orders.

Please submit the duplicate originals to the Board of Selectmen for signatures and give one fully executed original to Dick Tinkham for transmission to Jacques Whitford.

Very truly yours,



Daniel F. Murray
Town Counsel

DFM/s
Enclosures
08-103-4
cc: Richard Tinkham, Water Superintendent

JACQUES WHITFORD STANDARD TERMS AND CONDITIONS

THIS AGREEMENT, made this 29th day of September, 2008 by and between Jacques Whitford Company, Inc. (hereinafter called "Jacques Whitford"), located at 27 Congress Street in Portsmouth, NH and the Town of Middleborough (hereinafter called "Client"), located at 48 Wareham Street in Middleborough, MA 02346.

The parties agree as follows:

The Contract Documents (hereinafter called "Contract Documents") for this Agreement consist of these Jacques Whitford Standard Terms and Conditions, any authorizations for work (hereinafter called "Work Orders") issued hereunder, any proposals, any attachments, exhibits, specifications and/or drawings, attached to, or referenced in, the Work Order, and all modifications issued after the execution of this Agreement.

1. Services; Payment

Jacques Whitford agrees to perform the Services as set forth in the Work Orders (the "Services"), subject to the Terms and Conditions stated herein. For time and material charges, labor charge rates will be in accordance with the prevailing Standard Rate Schedule (see Attachment 1) and will be revised on January 1 of each year. Labor rates will not be increased in excess of five percent per year. The Client shall designate in writing a person to act as the Client's representative with respect to the Services. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Client's policies and decisions with respect to the Services.

2. Expenses for Time and Material Charges

a. Reimbursable Expenses. Direct non-salary expenses will be billed at cost. This will include:

- I. Transportation and living expenses incurred for assignments outside of the Jacques Whitford office area, including use of rental cars.
- II. FAXs (i.e., outside FAX use in hotel).
- III. Shipping charges for plans, equipment, etc.
- IV. Outside reproduction of drawings, reports, and correspondence.
- V. Purchase of dedicated special equipment or rental for project use.

Automobile expenses for personal or company vehicles will be charged per mile plus toll charges in accordance with the prevailing Schedule of Fees, for travel from a Jacques Whitford office to the project and return, and for travel at the job in conduct of work.

- b. Subcontractor Charges. Jacques Whitford prefers that all associated contractors bill directly. However, in the event that subcontracting is chosen, a 10 percent handling fee will be added to the cost for services such as surveying, drilling, heavy equipment operation, laboratory analyses, drafting, typing, and computing services provided by outside contract personnel.
- c. In-House Charges. When appropriate, Jacques Whitford will utilize its in-house facilities to complete the Services. This includes equipment for performing geophysical, chemical, and hydrogeologic measurements, sampling, etc., general communication equipment (FAX, telephone, Internet, etc.), and equipment/supplies for binding/reproductions. These items will be charged at a unit rate in accordance with the prevailing Schedule of Fees.
- d. Services of Others. On occasion, Jacques Whitford engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with client approval, and their costs plus a 10 percent service charge must be paid prior to release of the consultant's work, unless otherwise agreed.
- e. Invoices. Invoices will be submitted once a month for services performed and expenses incurred during the previous month or upon completion of

the Services or discrete portion(s) thereof. Payment will be due upon receipt. Interest will be added to accounts in arrears net 30 days of invoice date at the rate of one and one-half (1 and 1/2) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. The Client will reimburse Jacques Whitford for all reasonable attorney's fees, court costs, and other costs incurred to effect or ensure collection from the Client if the Client fails to make payment within 30 days of the invoice date. Any payments received by Jacques Whitford shall be applied to outstanding invoices in whatever order of priority Jacques Whitford deems appropriate.

3. On-Site Services During Project Completion

When Jacques Whitford's Services are provided on the job site, it is understood that the owner and/or contractors will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours except for working conditions of Jacques Whitford personnel and personnel of contractors/subcontractors retained directly by Jacques Whitford. Any monitoring of the contractor's performance conducted by Jacques Whitford personnel does not include review of the adequacy of the contractor's safety measures in, on, or near the work site. Additionally, Jacques Whitford takes no responsibility for budgetary or schedule matters associated with the contractor's performance other than for contractors retained directly by Jacques Whitford, nor does Jacques Whitford take any responsibility for the adequacy and reliability of any procedure or analyses performed by the contractor.

4. Access

The Client will furnish Jacques Whitford with access and right of entry onto any premises that are subject of the Proposal, and if such premises are not owned by the Client, the Client represents and warrants that it has full permission to allow Jacques Whitford onto the premises. Such access, right of entry or permission shall be sufficient to enable the performance by Jacques Whitford of the Services. Jacques Whitford will take reasonable precautions to minimize damage to the land from its operations, but Jacques Whitford has not included in its fee the cost of the repair of damage that may result from its operations. If Jacques Whitford is required to restore the land to its former condition, this will be accomplished and the cost will be added to Jacques Whitford's fee.

5. Reliance on Client

The Client shall be obligated to furnish to Jacques Whitford all existing studies, reports and other available data, and work done by the Client or by other contractors retained by the Client pertinent to the Services (such information, materials and work are referred to herein collectively as the "Client Work"). Jacques Whitford shall be entitled to rely upon all such information and work in performing the Services.

During the course of this work, Jacques Whitford may also rely on certain information provided by state and local officials and other parties and on information contained in the files of state and local agencies available to Jacques Whitford at the time of the study (such information is referred to herein as the "Official Information"). Jacques Whitford shall not attempt to independently verify, and shall have no responsibility for, the accuracy, completeness, workmanship or any other aspect of the Official Information and the Client Information, except where explicitly a part of the Proposal.

The Client agrees to indemnify Jacques Whitford, its present and future officers, directors, owners, agents, employees, successors and assigns (an "Indemnitee") from any and all liability, loss or damage which an Indemnitee is legally obligated to pay, including, without limitation, liability, loss or damage arising

from bodily injury, illness, death, property damage or any other source and reasonable attorneys' fees and investigative and discovery costs, resulting from or relating to inaccuracy or deficiency of the Client Work and Official Information.

6. Underground Structures

It is the responsibility of the Client to provide Jacques Whitford with assistance in locating underground structures and utilities in the vicinity of any construction, exploration or investigation. If neither party can confirm the location, the Client agrees to accept all liabilities and costs associated with the repair, replacement or restoration of any damage to underground utilities caused by Jacques Whitford or its subcontractor(s) in the performance of the Services. Jacques Whitford shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client hereby acknowledges that Jacques Whitford may rely on such third party advice, so long as such third party is a reasonable source for such information, without any requirement that Jacques Whitford shall make independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Jacques Whitford shall not be responsible for any damage or any consequential damage done to any such subsurface structures or utilities.

7. Compliance with Recommendations

In the course of the performance of the Services, the Client and Jacques Whitford agree that Jacques Whitford may from time to time render advice and make recommendations consistent with its professional judgment relating to any matter relevant to the performance of the Services, which matter may or may not be within the scope of such Services. If the Client fails to abide by any such advice or recommendation, Jacques Whitford shall have the right, in its discretion, either to renegotiate the terms of this Agreement and the scope of its Services or to immediately terminate the Agreement without any further recourse by the Client to Jacques Whitford, in which case the payment provisions of section 17 below shall determine the amounts to be paid for the Services provided by Jacques Whitford to such time of termination.

8. Samples

If it is necessary for the performance of the Services for Jacques Whitford or any subcontractor to take samples of any sort, including, without limitations, samples of soil, rock, or water, such samples shall be the property of Jacques Whitford or such subcontractor, until the costs incurred in collecting and delivering such samples has been remitted to Jacques Whitford or such subcontractor, at which time the samples will be delivered to and become the property of the client.

9. Ownership of Documents

All documents which Jacques Whitford prepares, including, without limitation, drawings, estimates, analyses specifications, field notes, and data (including any copies thereof) and all copyrights relating thereto are and remain the property of Jacques Whitford. The Client may, at its expense, obtain a set of reproducible plans or copies of documents, in consideration of which the Client will use them solely in connection with the project to which they relate. Jacques Whitford will retain all pertinent records relating to the Services for a period of two (2) years following submission of a report by Jacques Whitford, during which period the records will be made available to the Client at all reasonable times after full payment of Jacques Whitford fees and expenses.

10. No Third Party Reliance

All Services are provided solely for the benefit of the Client and not for the benefit of any other party. No party other than the Client shall be entitled to rely on the Services or any information, documents, records, data, interpretations, advice or opinions or other materials given to the Client by Jacques Whitford in the performance of the Services. The Services relate solely to the specific project for which Jacques Whitford has been retained under this Agreement and shall not be used or relied upon by the Client or any third party for any variation of

this project, any other project or any other purpose. Any unpermitted use by the Client or any third party shall be at the Client's or such third party's own risk. The Client agrees to indemnify Jacques Whitford, its present and future officers, directors, owners, agents, employees, successors and assigns (an "Indemnitee") from any and all liability, loss or damage which an Indemnitee is legally obligated to pay, including, without limitation, liability, loss or damage arising from bodily injury, illness, death, property damage or any other source and reasonable attorneys' fees and investigative and discovery costs, resulting from or relating to any unpermitted use of the Services or of any information, documents, records, data, interpretations, advice or opinions or other materials given to the Client by Jacques Whitford.

11. Standard of Care

Jacques Whitford agrees to use reasonable care, skill, competence and judgment in the performance of its Services hereunder which are generally consistent with professional standards for scientists and engineers providing similar services at the same time, in the same locale, and under like circumstances.

12. Disclaimer

THE CLIENT AGREES THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, Jacques Whitford MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, ORAL OR WRITTEN, EXPRESSED OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

13. Disclosure to Authorities

The Client agrees that in the course of the performance of the Services, Jacques Whitford may come upon matters that Jacques Whitford believes, in its professional judgment, are necessary or advisable to disclose to appropriate authorities under federal, state or local law. The Client agrees that Jacques Whitford shall be entitled to make such disclosure, and Jacques Whitford shall provide the Client with copies of any disclosures so made. Jacques Whitford shall have no liability to the Client or to any other person or entity for making any such disclosures. Jacques Whitford may rely upon the advice of counsel and follow such counsel's advice in determining whether or not to make any such disclosure.

14. Independent Contractor Status

Jacques Whitford is an independent contractor and shall not be regarded as a partner, employee or agent of the Client for any purpose.

15. Unexpected Contingencies

- a) If (i) Jacques Whitford is unable to commence or complete the Services within the time set forth in this Agreement because of any Unexpected Contingency (as defined in subsection (b) below), or (ii) Jacques Whitford's performance of any covenant, agreement, condition or term of the Agreement is prevented, delayed, made impossible or otherwise interfered with by an Unexpected Contingency, then, at Jacques Whitford's option, Jacques Whitford shall either (x) terminate the Agreement and be paid by the Client as provided in section 17 below, (y) renegotiate the Terms and Conditions set forth in the Agreement on a basis satisfactory to Jacques Whitford, or (z) suspend performance during the continuance of any Unexpected Contingency and for a reasonable time thereafter and extend the time for its performance of the Services. Jacques Whitford shall not be liable under any circumstances to the Client for any failure of Jacques Whitford to perform the Services to the extent that such failure is caused in whole or in part by any Unexpected Contingency.
- b) For purposes of this Agreement, an "Unexpected Contingency" shall mean (i) any consequence arising out of inaccurate information, advice, or instructions provided by the Client or any third party, (ii) strikes, walkouts, riots, unavoidable accidents, inclement weather, acts of God or the public enemy or unavailability of transportation, (iii) any lawful order issued by

the United States government or any other federal, state or local government authority, (iv) any unforeseen or unexpected contingency, the nonoccurrence of which was expressly or impliedly assumed in the Agreement, or (v) any other cause beyond Jacques Whitford's reasonable control.

16. Failure to Pay

If payment of invoices by the Client is not made as required in this Agreement, Jacques Whitford may, at any time and at its option, suspend further work entirely or suspend further work until the Client restores payment to a current basis and, if Jacques Whitford desires, provides advance payments for further Services. In the event Jacques Whitford engages counsel to collect overdue payments, the Client will reimburse Jacques Whitford for all reasonable attorney's fees, court costs and other costs related to collection of overdue payments.

17. Payment on Early Termination of Agreement

If Jacques Whitford or the Client terminates this Agreement prior to the performance in full of Jacques Whitford's Services, the Client shall remain fully liable for, and shall promptly pay Jacques Whitford for, all Services and expenses to the date of termination.

18. Litigation

It is understood that unless expressly implied by the Services outlined in this Agreement that the Services do not include professional services provided by Jacques Whitford for any legal action or suit. Fees for these services will be as stated in the Standard Rate Schedule.

19. Performance Time Period

The dates of performance shall be interpreted as a material consideration in this Agreement; however, in no event shall dates be constructed as falling within the meaning of "time is of the essence". The term of this agreement shall be from September 29, 2008 to September 29, 2010.

20. Indemnity for Toxic and Hazardous Materials

Jacques Whitford has neither created nor contributed to the creation of any hazardous, radioactive, toxic, pollutant, or otherwise dangerous substance or condition, or asbestos, at the site, and our compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. Further, in seeking our consulting services, you acknowledge that we may not have professional liability or other liability insurance, and may not be able to obtain such insurance at reasonable cost, for claims involving the presence or potential presence of pollutants and asbestos. Consequently, you are requesting us to undertake potentially uninsurable obligations for your benefit. Therefore, to the full extent permitted by law, you agree to indemnify, defend and hold harmless Jacques Whitford and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, whether direct, indirect, economic, or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of, related to, or based upon; a release of pollutants; or bodily injury (including death), property damage or other economic loss, caused by release, removal, remedial action or investigation of pollutants; or removal or investigation of, or remedial action taken because of the release or suspected release of pollutants; or the assessment of fines or penalties related to pollutants; or in any way related to asbestos. Excluded from the indemnification requirements under the prior sentence shall be claims arising from, or in connection with, the materials identified in the first sentence of this section, which were introduced to a job or project site by Jacques Whitford and/or its subcontractors, consultants, agents, officers, directors or employees.

21. General Indemnification

Each party agrees to indemnify the other party, its present and future officers, directors, owners, agents, employees, successors and assigns (an "Indemnitee") from any and all liability, loss or damage which an Indemnitee is legally obligated to pay, including, without limitation, liability, loss or damage arising from bodily injury, illness, death, property damage or any other source and reasonable attorneys' fees and investigative and discovery costs, to the extent that it is caused by or arises out of the negligence or willful misconduct of the indemnifying party or a breach of this Agreement by the indemnifying party arising out of, or in conjunction with the services.

22. Limitation of Liability

The Client shall be obligated to promptly report any failure by Jacques Whitford to conform to the agreed standard of care in writing to Jacques Whitford within eighteen (18) months after completion of the Services, where upon Jacques Whitford shall at its option, correct such nonconformity or reimburse the Client the price of the nonconforming work provided. Jacques Whitford and its subcontractor(s) shall in no event be liable to the Client, any successors in interest or any beneficiary or assignee for punitive, consequential, or indirect damages arising out of this Agreement or any breach thereof, whether based upon loss of use or lost profits, revenue or interest, whether or not such loss or damage is based on contract, warranty, negligence, indemnity or otherwise.

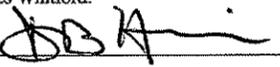
For the additional consideration of the value of the rights and duties created by this provision, the sufficiency and adequacy thereof being acknowledged hereby by Jacques Whitford and Client, and notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of Jacques Whitford, its present and future officers, directors, owners, agents, employees, successors and assigns for any and all claims, damages, injuries, losses (including reasonable lawyers' fees and legal costs) and other liabilities of any kind under this Agreement, including, without limitation, for negligence, gross negligence, and breach of contract, fundamental or otherwise, shall not exceed \$50,000 for Phase I Environmental Site Assessments and \$1,000,000 for all other Services.

23. Miscellaneous

- a) The headings in this Agreement are for convenience and shall not affect the construction hereof.
- b) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
- c) This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof and may not be amended except in a writing signed by both parties. The terms of this Agreement shall not be altered or added to by any subsequent terms and conditions proposed by the Client without express written agreement to that effect from Jacques Whitford.
- d) All terms and provisions shall be binding upon and ensure to the benefit of and be enforceable by the parties and their successors and assigns, provided that no party may assign its rights or obligations hereunder without the prior written consent of the other party.
- e) Jacques Whitford agrees to carry commercially reasonable levels of General Liability, Professional Liability (see Attachment B), and Auto Insurance. Jacques Whitford further agrees to carry the state-mandated level of Workman's Comp. Insurance.
- f) Jacques Whitford agrees to comply with applicable laws in carrying out the Services.
- g) The Work Order Authorizations attached to this Agreement are governed by the within Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first set forth above.

Jacques Whitford:

By: 

Title: ASST. SEC.

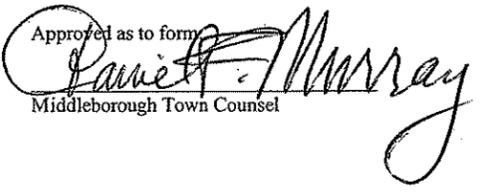
Date: 9-26-08

Client:

Board of Selectmen

Date: _____

Approved as to form


Pamela Murray
Middleborough Town Counsel

COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)

NOTICE OF BETTERMENT AGREEMENT October 27, 2008.
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated July 1, 2008 with Marguerite O'Donnell
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 75 Tispaquin Street
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County

Registry of Deeds in Book 34666, Page 344
(insert book and page)

or filed as Document Number _____ with the Plymouth
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Twenty Thousand Four Hundred Three Dollars (\$ 20,403.00).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Muriel Duphily

Patrick E. Rogers

Adam M. Bond

Marsha L. Brunelle

Steven P. Spataro

Board of Selectmen
Town of Middleborough

Commonwealth of Massachusetts
County of Plymouth

On This _____ day of _____ 20____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).

Signature of Notary
Jacqueline M. Shanley

(Seal)
My commission expires:



Town of Middleborough

Department of Veterans' Services

20 Centre Street, Third Floor
Middleborough, Massachusetts 02346-2252

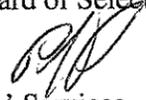
Paul J. Provencher
Veterans' Services Officer

Telephone
508-946-2407

Fax
508-946-2312

MEMORANDUM

To: Middleborough Board of Selectmen

From: Paul J. Provencher 
Director of Veterans' Services

Subject: Annual request for blanket permission to use my town vehicle to travel to RI

Date: October 28, 2008

It is that time of the year where I need to ask the Board of Selectmen for permission to use my town vehicle to transport veterans to Compensation and Pension examination appointments at the VA Hospital in Providence RI. The board requested that I send an annual memorandum formally requesting this and they'd grant me permission to do so.

The board said this would be a blanket request so that I would not have to bother them whenever I needed to go to the Providence VA Hospital.

**Boards of Health Youth Access Compliance Check
Mini-grant Cover Sheet FY 09**

Application package should be mailed to:
Sarah McColgan, MHOA, 23 Mountainbrook Road, Wilbraham, MA 01095

Applications will be accepted and approved on a rolling basis until funds have been expended or **November 15, 2008**. Application packets should include:

1. Mini-grant Cover Sheet with original signature.
2. Application form
3. Personnel Summary
4. Copy of tobacco retailers list including name, street address and zip code
5. Copy of youth access regulation
6. Workplan.

Upon completion of all funded activities, you will be responsible for submitting the attached Invoice and Enforcement Summary. Final checks will not be distributed until these documents are received.

Name of Board of Health: Town of Middleborough

Contact person for this application: Jeanne Spalding

Phone: 508-946-2408 Fax: 508-946-2321

E-mail address: jspldng@middleborough.com

Street Address (mailing address): 20 Centre Street

City/Town: Middleborough Zip code: 02346

Name of Board of Health Chair or Health Department Commissioner:

Adam Bond

Email: boardofselectmen@middleborough.com Phone: 508-946-2405

Name of Health Department Director or Health Agent (if different from contact above):

Jeanne Spalding

Email: jspldng@middleborough.com Phone: 508-946-2408

The information in this application is accurate. If the Board of Health/Health Department receives funding, we plan to conduct compliance checks to determine if retailers are selling tobacco to minors. If retailers sell tobacco products to minors, we plan to take enforcement action. We understand that reimbursement is available for completed compliance checks at a rate of \$40 per compliance check. Compliance checks that are attempted but not completed can be reimbursed at \$10 per retailer. Incomplete forms will not receive reimbursement.

Signature of BOH Chair or Health Dept Commissioner

Date

Middleboro / Raynham

43 Harding Street
Middleboro, MA 02346

phone (508) 946-3398
fax (508) 946-3397
e-mail staysmart@
himiddleboro.com



October 30, 2008

To the Town of Middleboro Board of Selectman,

I am writing to request a one day liquor license for the purpose of providing beer and wine for a group of people who will be guests of our meeting room on the afternoon of November 6th 2008. The meeting will be held between the hours of 12pm-6pm, with beer and wine being served around 4:30. There will be approximately 40 attendees of this meeting. I have attached a copy of our certificate of liability insurance to this letter.

Thank you for taking the time to consider this matter. If you have any questions or problems please feel free to call me at anytime. Have a wonderful night!

Krissy Coffin

A handwritten signature in black ink, appearing to read "K Coffin".

Sales Manager

Holiday Inn Express Hotel & Suites