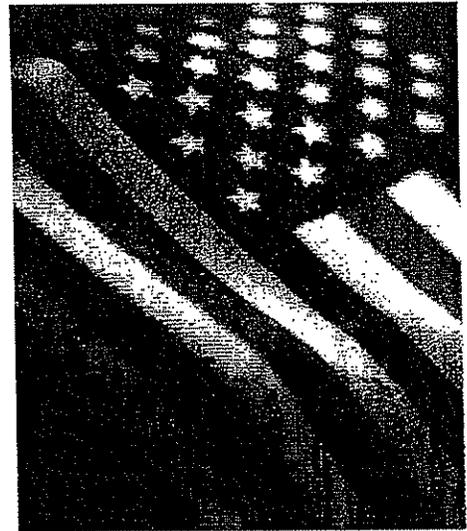
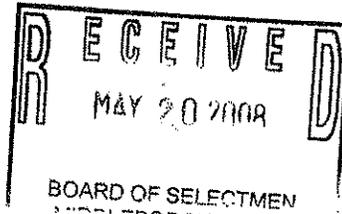


NEW BUSINESS

6-9-08



May 01, 2008



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

Dear Selectmen,

The North Middleborough Fourth of July Parade Committee requests permission to hold the 79th annual Fourth of July Parade on Friday, July 4th. The parade will commence at 10:00AM from the Pratt Free School on the Titicut Green, march down Plymouth Street, crossing Rte 18, turning at Titicut Street and returning back up Plymouth Street to the Pratt Free School.

As usual, we are requesting permission to sell Parade Tags in order to offset the ever increasing costs of paid marching units.

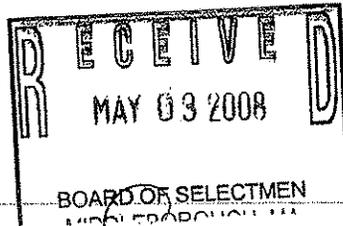
Flyers, as always, will be distributed to all Plymouth Street residents along the parade route cautioning against spraying water, the use of silly string and tossing of candy/toys into the streets. Any PR will also contain the cautionary phrasing.

The committee wishes to extend an invitation to the Selectmen to participate in the parade as well.

You may direct any questions to me: cell 508-802-1557, or email royheatherholmes@msn.com, or my husband Roy at 508-947-5850.

Thank you.

Heather Holmes
North Middleborough Parade Committee
5 Clay Street
No. Middleborough MA 02346



6-3-2008

To Whom It May Concern,

Karen Blain dbA New England Blues Festival would like to put a billboard of the upcoming blues festival on the front lawn of the Town Hall. Proceeds to benefit the Middleboro Veterans Out Reach Center, Held at Battle field Middleboro.

Sincerely
Karen Blain

508-946-1090

WWW.NEBluesfest.Com.

4x4 Size

PS. I would like to place on lawn ASAP and would Remove Aug 31, 2008.

Memo To: Board of Selectmen

From: Middleborough Music Nights

Subject: Summer concerts on the town hall green

Date: June 5, 2008

The organizers of Middleborough Music Nights would like to offer the free summer concerts on Thursday evenings again this summer from 6:00pm to 8:30pm on the town hall lawn. They will run from Thursday, July 10, 2008 through Thursday, August 28, 2009. The concerts were well attended last year, the music was enjoyed by as many as 200 people on average and \$500.00 in donations was raised for each the Park Dept. and the Animal Shelter donation fund.

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

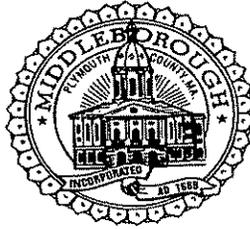
We have a number of entertainers willing to do benefit performances again this year. We will plan on selling snacks and refreshments also with all funds raised going back to benefit the Park Dept. and Animal Shelter.

We will have volunteers with the responsibilities of set up and cleanup afterwards.

As this is an all volunteer program for the community, we hope you again grant this use request and waive all associated fees.

Thank you for consideration of this request.

If you have any questions, please contact Colleen Lieb 508-345-3466 or Jeanne Spalding 508-946-2408.



TOWN OF MIDDLEBOROUGH HEALTH DEPARTMENT

Jeanne Spalding, RS, CHO
Health Officer
Hours: 9am-5pm

PH: 508-946-2408
FX: 508-946-2321

MEMO

To: Capital Planning Committee

From: Jeanne C. Spalding, Health Officer

Subject: Vehicle Request

Date: January 29, 2008

The Middleboro Health Department would like to request three all wheel drive or front wheel drive vehicles; two for the Public Health Nurses and one to replace one of the inspector vehicles. Both nurses' vehicles are nearly 15 yrs old and are breaking down often and have body rot. I would like to transition the inspector truck to Animal Control to replace the truck their using that was received as surplus from the Fire Dept. as it too is exhibiting extensive body rot which may not make it through inspection this coming period. In addition, the Building Dept. is in need of two replacement vehicles due to current vehicles' breakdowns and costs and the associated impacts on delayed and missed inspections.

I took the liberty of researching used fleet vehicle options and found a source for 2007 Dodge Calibers with 20k-25,000 miles that get 30 mpg for approximately \$10,300. These vehicles still have some warranty coverage on them. This is a small sedan crossover style vehicle. This dealer has other options available and is the supplier for other municipalities in various states.

If you have any questions, please feel free to contact me.

The Middleborough Health Dept. is looking for a vehicle to replace the truck we received from the Fire Dept. that the part-time ACO currently using. As indicated previously to the Board and the Committee, this vehicle is rusted badly and now the engine is in disrepair. The DPW mechanic has indicated that given the rusted condition of the vehicle, putting in a new engine is not economically feasible.

As indicated in the vehicle request memo sent Jan.'08, we could transition the Animal/Health Inspector truck to the part-time ACO which we received from the G & E a couple years ago in anticipation of this occurrence.

We ask reconsideration to purchase a fleet vehicle as previously indicated in the memo attached. Given the pending fiscal considerations for the town, obtaining a low mileage program vehicle that provides good fuel economy and that may still be under warranty would provide a low cost alternative.

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

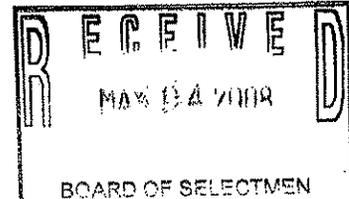
GEORGE C. DECAS
DANIEL F. MURRAY
WILLIAM C. DECAS

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

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

HAND DELIVER

June 3, 2008



Board of Selectmen
Town of Middleborough

RE: Gibbs et al Trustees – Thompson Street Chapter 61
Property purchase

Dear Members:

I recorded the notice of exercise of option to purchase the referenced property on May 28, 2008.

I enclose a draft purchase and sale agreement for your review and approval. Chapter 61 provides that a municipality which exercises an option to purchase shall provide a proposed purchase and sale agreement to the landowners with notice of the exercise of the option. Please advise whether you approve the draft agreement so I can send it to the landowner together with the notice of exercise. The landowners' attorney suggested that his clients would prefer to close the sale before the date set forth in paragraph 8 of the agreement (September 16, 2008). The statute provides for a not to exceed ninety day closing time measured from the time the landowners return the agreement signed by them. I have no objection if the purchase is closed prior to September 16, 2008. I need time to obtain and review a title examination and to prepare for closing. Does the Board have any objection if the closing is earlier than stated in the draft agreement or if the draft agreement is modified to provide for an earlier closing?

Very truly yours,

A handwritten signature in black ink, appearing to read "Daniel F. Murray". The signature is fluid and cursive, with a large loop at the end.

Daniel F. Murray
Town Counsel

DFM/s
T-1801
Enclosure

cc: Stephen J. Lombard, Town Manager (via FAX#: 508-946-2320) ✓
Ruth M. Geoffroy, Town Planner (via FAX#: 508-946-1991) ✓

STANDARD FORM PURCHASE & SALE AGREEMENT

From the Office of: _____

This 3rd day of June, 2008

1. PARTIES
AND MAILING
ADDRESSES
(fill in)

Richard D. Gibbs & Judith L. Gibbs, Trustees of the
Gibbs Irrevocable Trust, 231 Thompson St., Middleboro, MA
02346
hereinafter called the SELLER, agrees to SELL and
Town of Middleborough, Town Hall, Nickerson Avenue,
Middleboro, MA 02346

2. DESCRIPTION
*(fill in and include
title reference)*

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth,
the following described premises:
For description see Addendum, Paragraph 32.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

Included in the sale as a part of said premises are the buildings, structures, and improvements now
thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any,
all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window
shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters,
heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water
heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures,
mantels, outside television antennas, fences, gates, trees, shrubs, plants and, ONLY IF BUILT IN,
refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers;
and

~~EXCLUDED~~

4. TITLE DEED
(fill in)
**Include here by specific
reference any restrictions,
easements, rights and
obligations in party walls not
included in (b), leases,
municipal and other liens,
other encumbrances, and
make provision to protect
SELLER against BUYER's
breach of SELLER's
covenants in leases, where
necessary.*

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or
to the nominee designated by the BUYER by written notice to the SELLER at least seven
_____ days before the deed is to be delivered as herein provided, and said deed
shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- a. Provisions of existing building and zoning laws;
- b. Existing rights and obligations in party walls which are not the subject of written agreement;
- c. Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- d. Any liens for municipal betterments assessed after the date of this agreement;
- e. Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;
- *f. General Laws, Chapter 61 forest land tax lien, Book 10259, Page 192.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan
with the deed in form adequate for recording or registration. See Addendum,
Paragraph 34.

6. PURCHASE PRICE
*(fill in) space is allowed to
spell out the amounts
if desired*

The agreed purchase price for said premises is \$244,000.00

(Two Hundred Forty-Four Thousand) -----
dollars, of which

\$ None have been paid as a deposit this day and

\$ 244,000.00 are to be paid at the time of delivery of the deed in cash, or by
certified, cashier's, check(s) or check issued by the Town
of Middleborough Treasurer & Collector of
Taxes drawn on an account of the Buyer

\$ 244,000.00 TOTAL



7. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED (fill in)

Such deed is to be delivered at _____ o'clock (am/pm) _____ on the _____ day of _____ 20 _____, at the _____

Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

See Addendum, Paragraph 33 for time and place for delivery of deed.

9. POSSESSION and CONDITION of PREMISE (attach a list of exceptions, if any)

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired).

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be refunded and the period of performance hereof shall be extended for a period of thirty days. The SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty _____ days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
a. pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
b. if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

26. CONTINGENCY CLAUSE
(omit if not provided for
in Offer to Purchase)

~~In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____, 20____, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____, 20____.~~

27. CONSTRUCTION
OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

~~The parties acknowledge that under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.~~

29. SMOKE DETECTORS

~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.~~

30. CARBON MONOXIDE
DETECTORS

~~For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 § 26F1/2 or that the Premises are otherwise exempted the Statute.~~

31. ADDITIONAL
PROVISIONS

~~The initialed riders, if any, attached hereto, are incorporated herein by reference.~~

See Addendum attached hereto as part of this agreement.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT
"PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER: _____
Print Name: Richard D. Gibbs, Trustee

~~XXXXXXXXXXXXXXXXXXXX~~
~~Taxpayer ID Social Security No.~~

SELLER ~~(X)(X)(X)(X)~~: _____
Print Name: Judith L. Gibbs, Trustee

~~XXXXXXXXXXXXXXXXXXXX~~
~~Taxpayer ID Social Security No.~~

BUYER: Town of Middleborough

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~BUYER~~

~~XXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXX~~
Board of Selectmen

BROKER(S)

ADDENDUM

32. The premises to be purchased hereunder are located at 231 Thompson Street in Middleboro, Massachusetts and contain 12.20 acres of land more or less. Title references are: Book 25800, Page 346; Book 1808, Page 57; and Book 5651 page 453. The premises to be purchased are a part of the land described in the title reference instruments referred to above. The premises to be purchased are shown on the attached sketch marked Exhibit #1. The premises to be purchased are shown on said sketch as Lot-2, Lot-3, Lot-4, Lot-5, Lot-6, Lot-7 and a road with cul-de-sac running from Thompson Street to the rear of the property.

33. Such deed is to be delivered at 11:00 a.m. on the 16th day of September 2008 at the office of Attorney Daniel F. Murray, 132 North Main Street, Middleboro, MA 02346 unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

34. Seller at Seller's expense shall cause a plan to be prepared and endorsed by the Town of Middleborough Planning as an approval under the Subdivision Control Law not required – Form A – Section 81P plan. The plan shall depict two lots. The first lot shall depict the land to be purchased by the Town hereunder. The second lot shall depict Seller's remaining land which will be retained by Seller and not conveyed to the Buyer hereunder. The plan shall be recorded with Seller's deed to Buyer with the plan recording fee being paid by Buyer. Seller's deed to Buyer shall refer to the plan and identify the parcel on the plan which is to be purchased by the Town.

35. Buyer shall have the right to enter the premises from time to time for the purpose of inspection on or before July 15, 2008 with oral notice to Seller. If Buyer's inspection reveals the presence on the premises of any hazardous materials or petroleum products, Buyer may terminate this agreement by written notice to Seller on or before July 15, 2008.

36. The Buyer acting by and through its Board of Selectmen intends to adopt a confirmatory order of taking by eminent domain to confirm the Town's title in the premises pursuant to the Seller's deed hereunder. The parties acknowledge that the order of taking will award no damages on account of the taking, and Seller hereby releases the Town on account of all damages arising from said order of taking which release shall survive performance of this agreement.

SELLERS:

Richard D. Gibbs, Trustee

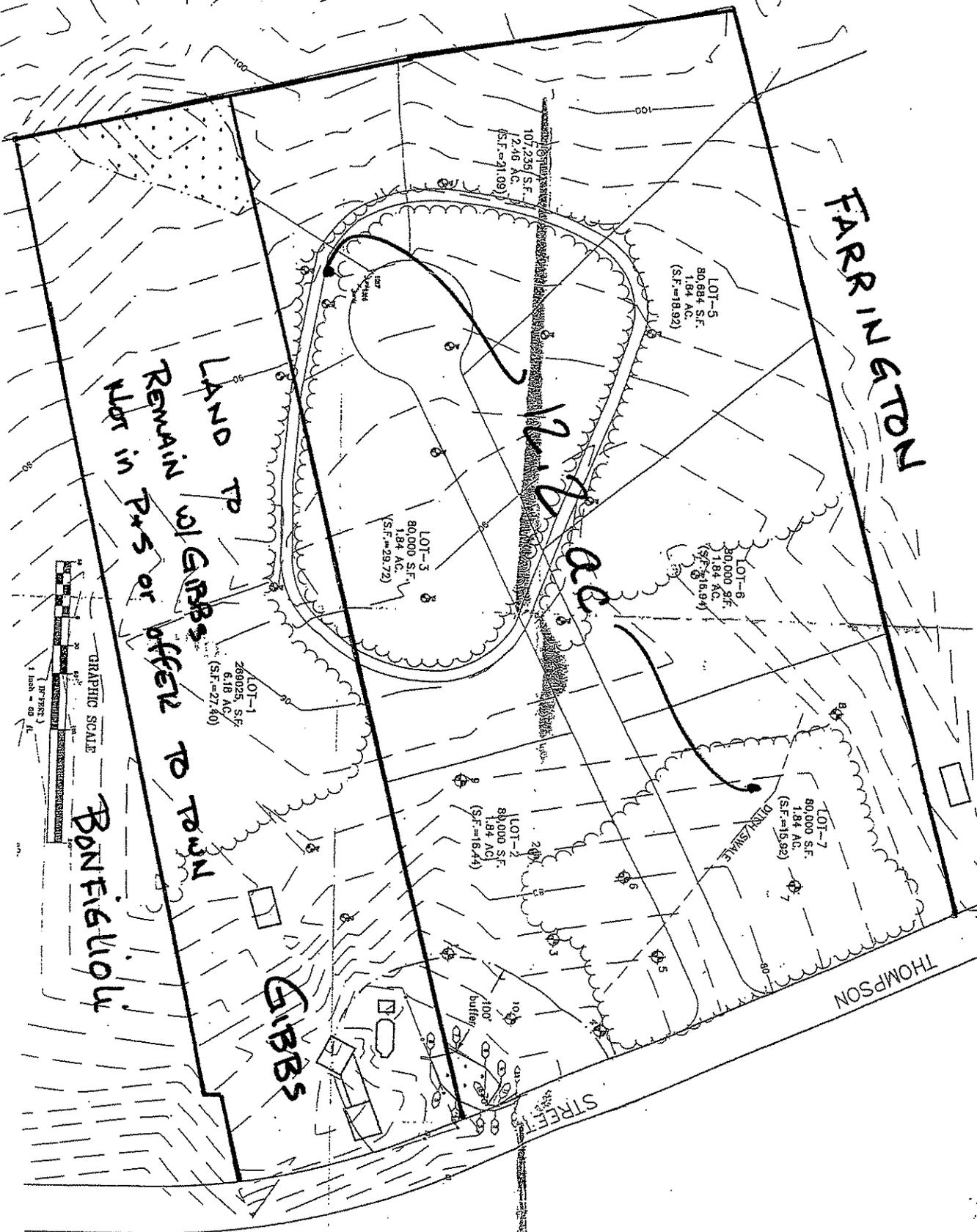
Judith L. Gibbs, Trustee

BUYER

By:

Board of Selectmen

FARRINGTON



Remain w/ GIBBS
w/ in pas or offer to town



BONFIELD

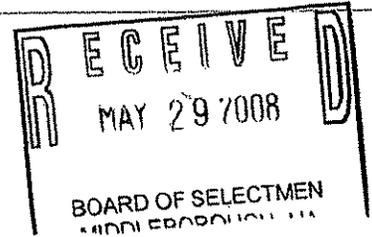
GIBBS
EXHIBIT #1

61 Nonce

Exhibit #1

Jacqueline Shanley

From: Brian Giovanoni [bgiovanoni@gmail.com]
Sent: Thursday, May 29, 2008 12:05 PM
To: Jacqueline Shanley
Subject: Recommendation of Award for Ambulance Study



Jackie,

Attached is a letter by the Resort Advisory Committee to the Board of Selectmen recommending an award for the Ambulance Study.

I am including links to the three proposal PDFs which were provided by the three consultants for printing. The proposals will total about 80 pages or so. The original documents are in a folder with Allison if you need them.

I would like to get this in their packet if possible. Please let me know if there are any issues.

Brian Giovanoni

PS - Here are the links to the proposals.

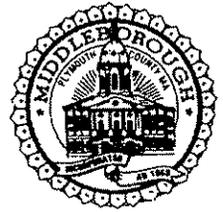
<http://www.middleboroughnews.com/pdfs/emsproposals/matrixproposal.pdf>
<http://www.middleboroughnews.com/pdfs/emsproposals/mmaproposal.pdf>
<http://www.middleboroughnews.com/pdfs/emsproposals/muniresourcesproposal.pdf>

Resort Advisory Committee

20 Centre Street

Middleborough, Massachusetts 02346

www.resortcommittee.com



May 29, 2008

Board of Selectmen
10 Nickerson Avenue
Middleboro, MA 02346

Re: Ambulance Study Recommendation

To the Honorable Board of Selectmen:

On May 16, 2008, the Resort Advisory Committee (RAC) received three proposals, by invitation, for consulting services to conduct an Organizational, Effectiveness and Economic Study of the Town of Middleborough, Fire Department, assessing the potential start-up of a town-run ambulance service. The following consultants were selected based on local EMS consulting experience:

Matrix Consulting Inc., Andover, MA
MMA Consulting, Boston, MA
Municipal Services Inc., Meredith, NH

The proposals were forwarded to members of the RAC as well as Town Planner, Fire Chief and EMS Committee for review and comments/concerns. Mr. Brendan McNiff of American Medical Response was also consulted.

The proposals were evaluated at our May 28, 2008 public meeting and we unanimously recommend award of the project to Matrix Consulting Inc. Our recommendation is based on several factors: 1) approach and thorough understanding of the project, 2) education and experience of personnel, 3) minimal requirements of town employees, and 4) time for completion (45 days).

We request the Board vote favorable action and award the project to Matrix Consulting, in the amount of \$24,900, at the June 2, 2008 meeting. Your action will provide an approximate project completion date of July 31, 2008.

Please call if you have any question.

Brian P. Giovanoni

enc.

cc: Town Planner

They will be faxing Access form 24 to me.
Vickie

APPLICATION AND UTILIZATION AGREEMENT
TOWN HALL
MIDDLEBOROUGH, MASSACHUSETTS

*PLEASE SUBMIT PAYMENT WITH APPLICATION

DATE OF APPLICATION 5/16/08

ORGANIZATION/INDIVIDUAL Aspire Media, Inc

ADDRESS PO Box 1149

CITY, STATE, ZIP Lakeville Ma 02347 TEL # 508 265-7929

CO-APPLICANT (BARTENDING SERVICE) N/A

OWNER NAME Linda Jay

ADDRESS 55 Loon Pond Rd

CITY, STATE, ZIP Lakeville Ma 02347 TEL # 508-265-7929

DATE(S) OF EVENT July 31, 2008 APPROXIMATE NUMBER OF PARTICIPANTS < 100
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED 5pm TO 10:30pm

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

BRIEFLY DESCRIBE TYPE OF ACTIVITY Gallery Show w/ Maureen Hancock

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 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 _____

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

Rental Deposit (Bond) \$100.00 Check # 220 (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 1 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.