NEW BUSINESS

6-29-09

APPLICATION AND UTILIZATION AGREEMENT
TOWN HALL
MIDDLEBOROUGH, MASSACHUSETTS

PLEASE SUBMIT PAYMENT WITH APPLICATION

DATE OF APPLICATION 5/19

ORGANIZATION/INDIVIDUAL JOHN E. CACCIATORE / ~~CACCIATORE BROS. INC.~~

ADDRESS 6 INDIAN MEADOW RD.

CITY,STATE,ZIP MIDDLEBORO, MA. 02346 TEL # 508-509-0286

CO-APPLICANT (BARTENDING SERVICE) Professional Bartending Service LLC

OWNER NAME Anthony Jeffery

ADDRESS 3187 Cranberry Highway

CITY,STATE,ZIP Buzzards Bay MA TEL. # 508.361.7960

DATE(S) OF EVENT 8/1/09 NOON — MIDNIGHT APPROXIMATE NUMBER OF PARTICIPANTS 200-400
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED 1 TO

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

BRIEFLY DESCRIBE TYPE OF ACTIVITY FUNDRAISER CONCERT FOR MY BROTHER CARMELO. HE DIED IN A CAR ACCIDENT LAST YEAR.

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~~ Yes License For Bartending Service. Licensing fee of $ 30.- 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 BAND EQUIPMENT

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.

THERE WILL BE A POLICE DETAIL AT THE EVENT.

PROFESSIONAL BARTENDING SERVICE, LLC

Beverage Caterers for all private parties and functions

Tel (508) 361-7960/(508) 759-4291 • Fax (508) 946-2219/(508) 759-4291

3187 Cranberry Highway, Buzzards Bay, MA 02538

P.O. Box 204, Middleboro, MA 02346

June 23, 2009

VIA FAX NO (508) 946-0058

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

RE: 8/1/09 Concert

Dear Honorable Board:

On behalf of the host, John Cacciatore (and his band), the following information is submitted in support of a one day permit to sell beer and wine.

* Date: 8/1/09
* Location: Middleboro Town Hall Ballroom
* Hours: 5-10pm
* Type of Event: charity fundraiser
* Permit Type: beer and wine only
* Person in Charge: Tony Jeffery, for Professional Bartending Service

The fee of $30.00 along with the original of this letter and additional insured certificate has been forwarded via first class mail this 23rd day of June, 2009. Thank you for your kind consideration and please do not hesitate to call if you have any questions or concerns in this regard.

Sincerely,

Anthony C. Jeffery

ACJ: mpj
Ybr1

Boy Scout Troop 96
Middleborough, MA 02346

22 June, 2009

Board of Selectmen
10 Nickerson Avenue
Middleborough, MA 02346

Honorable Selectmen:

Boy Scout Troop 96 is seeking your permission to hold its annual "Yard Sale" on the front lawn of the Town Hall. Proceeds from the function will go directly to the troop in order to fund the assorted camping equipment and to offset the expenses relative to our outdoor programs.

Last year's "Yard Sale" fundraiser was very successful, and proved to be a great resource for the troop. Having already spoken with the organizers of the Farmers' Market, the troop has secured their cooperation in sharing space with them on the front lawn. As with last year, we would like to use approximately 500 square feet of adjacent space, so as to not interfere with their operation.

The troop would also like your permission to sell $1.00-candy bars at the site during the event.

Please consider granting us permission for use of the Town Hall front lawn for our annual "Yard Sale" on Saturday, 17 October, from 9am-2pm, with a rain date of Saturday, 24 October with the same hours.

Boy Scout Troop 96 is chartered by the Boy Scouts of America and Annawon Council, and is sponsored locally by the Church of Saviour.

Thank you in advance.

Yours is Scouting,

Bob Ellis
BSA Troop 96 Committee Chair.

Please contact our Scoutmaster, Rolf Terrio, @ 508-946-3362

POLICE CHIEF EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF MIDDLEBOROUGH
AND
BRUCE D. GATES

THIS AGREEMENT is made pursuant to Chapter 41, Section 108O of the Massachusetts General Laws and is entered into by and between the Town of Middleborough ("Town"), acting through its Board of Selectmen ("Board"), and Bruce D. Gates ("Police Chief"):

WHEREAS, the Board, under Chapter 41, Section 108O of the Massachusetts General Laws, desires to contract with Bruce D. Gates to be the Middleborough Police Chief and he agrees to accept employment as the Police Chief 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 Police Chief

The control of the Middleborough Police Department shall remain at all times with the Police Chief and the Police Chief shall have all the powers given to a Chief under the provisions of Massachusetts General Laws, Chapter 41, Section 97, as from time to time amended. Duties shall include, but not be limited to the following:

1. The Police Chief shall be responsible for determining and supervising the daily operations of the Police Department.

2. The Police Chief shall be responsible for the preparation, submission and presentation of the Police Department's annual budgets.

3. The Police Chief shall provide regular or special reports to the Board of Selectmen and/or Town Manager either orally or in writing to ensure proper communication between the Department, Board of Selectmen/Town Manager and the general public.

4. The Police Chief shall be responsible for all departmental expenditures, disbursements and funds collected in accordance with the laws of the Commonwealth of Massachusetts and the by-laws and regulations of the Town.

5. The Police Chief shall be responsible for maintaining good order in the Department, including the discipline of Department employees under the Police Chief's jurisdiction. In doing so, the Police Chief shall notify and consult with the Town Manager and the Board of Selectmen concerning any contemplated suspension or dismissal to ensure that the action is consistent with the Town's obligations under any pertinent collective bargaining agreement and laws.

6. The Police Chief shall be responsible for the assignment of shifts and duties of all departmental personnel.

7. The Police Chief shall be responsible for ensuring that all department personnel are properly trained to perform their duties at all times.

8. The Police Chief shall be responsible for all departmental equipment, including vehicles belonging to the Police Department.

9. The Police Chief shall establish clothing uniform standards and requirements for the Police Department.

10. The Police Chief shall be available for hearings before any board, committee or commission at which the Police Department is required to appear, and shall attend Town Meetings when requested.

11. The Police Chief, in addition to the above noted duties, shall be responsible for the effective and efficient fulfillment of the duties and responsibilities in the Middleborough Police Chief Job Description, attached hereto and incorporated by reference.

SECTION 2 - Term of Contract

This Agreement shall be for a term beginning June 29, 2009 and ending June 28, 2013.

There will be an automatic extension of the Agreement for a single, one year term--- June 29 2013 through June 28, 2014---under the following conditions:

A. Between February 1 and March 31, 2012, the Police Chief notifies the Town Manager and the Board in writing that the automatic one-year extension is approaching and of his desire, or lack thereof, to continue as Police Chief after June 28, 2013; and,

B. The Board fails to notify the Police Chief in writing by June 28, 2012 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 – Discipline, Suspension, Dismissal and Resignation

A. The Police Chief can be disciplined by the Board and/or Town Manager. Any suspension or dismissal shall be done for just cause after written notice and a hearing before the Board.

B. In the event that the Police Chief intends to resign his position as Police Chief during the term of this Agreement, the Police Chief shall give the Town Manager and the Board

three (3) months written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. The Police Chief will cooperate fully to ensure a smooth transition.

SECTION 4 – Performance Evaluation

A. Annually, the Board of Selectmen, through the Town Manager, in consultation with the Police Chief, shall define such goals, objectives and performance appraisal measures as the Town determines necessary for the proper operation of the Police Department and the attainment of the Board's policy objectives.

B. The Board of Selectmen, through the Town Manager, shall review and appraise the performance of the Police Chief annually. This review and appraisal shall be in accordance with the procedure established by the Town Manager.

SECTION 5 - Salary

A. The Town agrees to pay the Police Chief for services rendered under this Agreement an annual base salary of $124,000 (One Hundred Twenty Four Thousand), payable in the same installments as other employees of the Town are paid. Any increase in salary for the second, third and fourth years of the agreement shall be at the discretion of the Board of Selectmen, with consideration given to the annual performance evaluation and the state of the Town's finances. The Police Chief's annual salary includes any holiday pay which might be due him under M.G.L. c.48, §57E as well as any education incentive pay (Quinn Bill).

SECTION 6 - Hours of Work

The Police Chief agrees to devote the amount of time and energy that is necessary for him to faithfully perform the duties of the Police Chief position under this Contract, including being at work during regular Department business hours Monday through Friday. To perform his duties and obligations effectively, the Police Chief may be required, outside of regular business hours, to respond to emergencies, attend meetings, make field inspections and participate in community activities. It is expected that the Police Chief will spend such time as is necessary or reasonably required to assure the effective and efficient operation of the Police Department. The Police Chief will devote full time and attention to the business of the Town and will not engage in any other business or employment, without the approval of the Board of Selectmen.

SECTION 7 - Health Insurance, Vacation, Holidays, Sick Leave, Other Leaves

A. The Police Chief shall be eligible to enroll in the Town's HMO health insurance program with the Town contributing 75% and the Police Chief contributing 25% towards the premium, or the Town's PPO plan, with the Town contributing 60% and the Chief contributing 40% toward the premium. Any other health costs, including co-payments and deductibles, will be paid for by the Police Chief. The Town will provide, at its

expense, the standard life insurance that it provides other employees under M.G.L. c.32B.

B. The Police Chief will be entitled to thirty (30) 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 Town Manager. Said approval must be in writing and be requested far enough in advance for vacation to be taken if the request is not approved.

C. The Police Chief has accrued 271 days and will accrue one (1) sick day per month. Unused sick days may be accumulated from year to year to a maximum of two hundred and seventy five (275) days. Upon retirement under Massachusetts General Laws or death, the Police Chief or the Police Chief's estate will receive the lesser of one day's pay (at the daily rate applicable to the employee when the employee last worked) for each three days of accumulated sick leave up to a maximum of seventy-five (75) days or $33,850.

D. The Police Chief shall receive the following days off with pay as 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 Police Chief is using paid vacation or is required to work a full Holiday due to an emergency, he will be allowed to take another 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 Police Chief's annual salary includes any additional holiday compensation which might be due him under M.G.L. c.48, §57E.

E. Upon the death of the Police Chief's spouse, children, mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Police Chief will be granted leave of three (3) working days without loss of pay.

F. The Police Chief shall receive three (3) days personal leave each contract year. These days may not be carried over to the following year.

G. In the event that the Police Chief 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.

H. The Police Chief will advise the Town Manager whenever he intends to take leave of any type for more than three (3) consecutive days.

SECTION 8 – Injured on Duty/Fitness for Duty

The Police Chief shall be entitled to injured on duty benefits as provided in Massachusetts General Laws, Chapter 41, Section 111F. At the Board's request, the Police Chief will attend and cooperate fully with an evaluation by a Town physician to determine his eligibility for benefits under Chapter 41, Section 111F or to otherwise determine his fitness for duty.

SECTION 9 - Professional Development, Dues and Subscriptions

The Town recognizes its obligation to the professional development of the Police Chief and agrees that the Police Chief shall be given opportunities to develop or refresh skills and abilities as a police administrator. As such, the Police Chief shall be reasonably allowed to attend such conferences and seminars with pay and without loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to aforementioned meetings. Prior to attending, the Police Chief will notify the Town Manager. Additionally, the Town agrees to pay for reasonable professional dues and subscriptions related to professional growth, development, education and training of the Police Chief. The Town Manager and/or Board of Selectmen, after consultation with the Chief, will make the final determination of what will be approved under this section.

SECTION 10- Automobile

The Town shall provide a department vehicle for use by the Police Chief, and all related operating and maintenance expenses and insurance shall be paid by the Town. The Police Chief is generally on call and may take the vehicle back and forth to his residence to assist him in responding when appropriate. The vehicle may be used by the Police Chief for personal use since the Police Chief is on call in the event of an emergency.

The Police Chief shall be responsible for keeping mileage records for Internal Revenue purposes.

SECTION 11- Clothing Allowance

The Police Chief shall receive an annual clothing/cleaning allowance of $1,000.

SECTION 12 - Indemnification

Pursuant to Chapter 258, Section 9, the Town will indemnify the Police Chief 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 Police Chief, 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 Police Chief for such acts or omissions that occurred during his tenure as Police Chief.

The Town will provide the Police Chief with liability insurance coverage under its public officers' liability insurance policy.

SECTION 13 - Residency

The Police Chief shall maintain permanent residency in Middleborough.

SECTION 14 - Other Terms and Conditions of Employment

This Agreement shall not be interpreted to provide more retirement and health insurance benefits beyond those to which the Police Chief is entitled to under the Massachusetts General Laws.

SECTION 15 - Notices

Notices pursuant to this Agreement shall be hand delivered or 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 POLICE CHIEF: Bruce D. Gates
175 Precinct Street
Middleborough, MA 02346

Notice shall be deemed as given as of the date of hand delivery or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Any change of address shall be given in writing and delivered in the same manner as other notices.

SECTION 16- Additional 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 of 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 is determined to be illegal by a court of competent jurisdiction, 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. All compensation and benefits provided under this Agreement are subject to appropriation by the Town Meeting. In the event that the Town Meeting does not vote to fund the monetary provisions, the parties shall attempt to renegotiate this Agreement or relevant portions thereof.

D. For the purposes of the Fair Labor Standards Act, the Police Chief shall be an "exempt employee".

IN WITNESS WHEREOF, the parties hereunto set their hands and seal by their duly authorized representatives this _____day of _____, 2009.

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

_____

_____

_____

_____

_____
Date:

_____
BRUCE D. GATES

_____
Date:

CONFIDENTIALITY AGREEMENT

This Agreement is entered into as of this __ day of June, 2009, by and between the Town of Middleborough, acting by and through its Board of Selectmen (hereinafter the "Town") and Bruce D. Gates (hereinafter "Gates").

WHEREAS, Gates has been offered and has accepted employment with the Town as its Police Chief, the duties of which position may require that Gates have access to information, records, documents and electronic data stored by the Town, which information, records, documents and other data may contain confidential financial, personnel, and/or security information, among other matters;

WHEREAS, the Town wishes to protect its confidential information against any unauthorized use and unauthorized or uncontrolled disclosure;

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

1. As used throughout this Agreement, the term "Confidential Information" means information not generally known to third parties and/or which constitutes the property of the Town, including, but not limited to, information relating to the Town's employees (such as personnel records, employee names and addresses, employment applications, employee evaluations, disciplinary records, investigations, internal personnel practices, medical records, workers' compensation records, and collective bargaining strategies, among other matters), information implicating the privacy interests of the Town's residents (including, but not limited to, names and addresses of those under seventeen (17) years of age, information relating to marital status, government assistance information, substance abuse information, information relating to family disputes, and paternity information), meeting minutes, financing strategies, litigation strategies, safety and security or emergency preparedness plans, policy development plans, trade secret information, operational methods, bid proposals and submissions, real estate appraisals, real estate purchase and sale strategies, building blueprints and building plans, trade secrets or commercial or financial information provided to the Town upon a promise of confidentiality, firearms license applications, attorney-client communications, and any and all records protected by law from disclosure. Confidential Information refers to all such information regardless of format, (i.e., whether the information is verbal or maintained in paper, electronic or other written formats)

2. Gates understands that unauthorized disclosure or use, whether intentional or unintentional, of any of the Confidential Information would be detrimental to the Town and in violation of the Massachusetts Ethics Commission Rules. Accordingly, Gates agrees not to use and/or disclose any of the Confidential Information for any purpose other than for and in connection with a legitimate work-related or authorized purpose.

3. Gates understands that any dissemination of the Confidential Information shall be only in connection with a.) his legal obligation or an exercise of his independent, legal right or discretion

as Police Chief to do so in a police matter; or, b.) an authorized, work-related purpose at the direction of the Board of Selectmen.

4. Gates further understands and agrees that he shall make no copies of documents, electronically or otherwise, other than for his own personal use and for work-related purposes, and that any such originals and copies shall be considered the property of the Town of Middleborough. At such time as this agreement shall terminate for whatever reason, Gates shall return any and all such originals and copies and formally aver to the fact that to his knowledge no other originals or copies of such documents are in his possession. For the purposes of this agreement, "document" shall be defined as set forth in the Federal Rules of Civil Procedure, Rule 26.

5. Subject to the provisions set forth above, Gates acknowledges that he must maintain the confidentiality of the Confidential Information as a condition of his continuing employment, and that any violation of this Agreement may be considered, in the sole discretion of the Board of Selectmen, just cause for immediate termination under the Employment Agreement between the Town and Gates.

6. This agreement shall supplement the Employment Agreement between the Town and Gates, dated _____.

TOWN OF MIDDLEBOROUGH
By:

_____
Date

BRUCE D. GATES
By:

_____
Date

Board of Directors
President
Dmitriy Nikolayev
MA OPERATIONAL SERVICES DIVISION

Vice President
Ann Dorfman
CONSULTANT

Treasurer
Tony Basile
EAGLE RECYCLING, LLC

Secretary
Laurie Sabol
AYER RECYCLING COMMITTEE

Member-At-Large
Terry Grady
ELECTRONIC RECYCLERS INTERNATIONAL

Judy Briggs
1-800-GOT-JUNK?

George Camougis
MA DEPT. OF MENTAL HEALTH

Terry Connolly
TLC RECYCLES

Christine DeRosa
INTEGRATED PAPER RECYCLERS

Richard Gaudette
RECYCLEBANK

Ben Harvey
E.L. HARVEY & SONS, INC.

Matthew Libby
ABITIBI BOWATER

Meg Morris
COVANTA

Linda Paquet
CITIZEN

Danielle Piscatelli
MASS. LEAGUE OF ENVIRONMENTAL VOTERS

Angie Sottile
CITY OF NEWTON

Claire Sullivan
SOUTH SHORE RECYCLING COOPERATIVE

Andrea Yonge
CASELLA

Recycling Council Chairs
Central Municipal
Irene Congdon

Northeast Municipal
Ann Dorfman

Southeast Municipal
Kathy Mirza
Doris Burtman

Western Municipal
Arlene Miller

0 10

MASSRECYCLE
The Massachusetts Recycling Coalition

June 4, 2009

Wayne Perkins
Chair, Board of Selectmen
Town of Middleborough
20 Center St./ 3rd Floor
Middleborough, MA 02346

Dear Mr. Perkins,

Massachusetts municipalities are paying to manage millions of non-redeemable beverage containers each year as trash or litter. While generally less than disposal, even recycling has a cost associated with it.

Thanks to the Bottle Bill, about 68% of beer and soda containers are redeemed for their deposit, which means municipalities don't have to manage them either as litter, trash or recycling. Since it was enacted in 1983, many new types of beverages have been introduced to the market. More than 400 million containers that are consumed in Massachusetts are not covered by deposits. Less than 1/3 of these are recycled, which means most of them are littered or disposed, at great cost to municipalities.

MassRecycle, the state's non-profit recycling coalition, in conjunction with MassDEP, the City of Boston, MassPIRG, Sierra Club and other organizations have been working together for years to update the old Bottle Bill to include beverages that didn't exist in 1982. We invite your community to join us in helping to make it happen this year. New York and Connecticut recently updated their bottle bills to include noncarbonated beverage containers. It's time that those who profit from selling these products in Massachusetts take responsibility for managing their waste.

Our organizations are rallying behind H3515, which also has 50 co-sponsors. The bill, "An Act to Improve Recycling Rates in the Commonwealth" is sponsored by Representative Alice Wolf. The Joint Committees on Telecommunications, Utilities and Energy will hold hearings on this bill and related bills in the fall. MassRecycle is asking the Chief Elected Officials all municipalities to support this bill by signing the attached resolution at your next meeting.

Other pertinent information is attached for your consideration. Your support would be compelling to the legislators, and may make the difference in finally getting this bill out of committee for a vote.

For more information, go to www.massbottlebill.org.

Sincerely yours,

Jessica Wozniak

Jessica Wozniak
Executive Director

60 Thoreau Street, #203
Concord, MA 01742
Phone: (617) 338-0244
Fax: (801) 760-5056
www.massrecycle.org

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