

NEW BUSINESS

1-25-10



Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346



Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

FY 2010 INTER-LOCAL AGREEMENT

FOR MULTI-TOWN PARTICIPATION IN THE FY 2010 MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT BETWEEN THE TOWNS OF MIDDLEBOROUGH AND LAKEVILLE

Agreement made by and between the Town of Middleborough acting by and through its Board of Selectmen and the Town of Lakeville acting by and through its Board of Selectmen. The parties covenant an agreement to the following.

The Town of Middleborough will act as the lead community for the regional/joint Community Development Block Grant (CDBG) funded through the FY 2010 Massachusetts CDBG Program, Community Development Fund I, administered by the Massachusetts Department of Housing and Community Development (DHCD).

All CDBG finances shall be administered by the Town of Middleborough, which shall have responsibility of insuring that all State and Federal regulations are enforced on activities and have all financial and programmatic responsibility and accountability for the CDBG funds for activities in the 2010 grant application.

The Town of Lakeville has agreed to be included in the CDBG Program as a joint participant and will participate in all grant funded activities funded by the 2010 application. The Town of Middleborough, as lead community, shall have the following responsibilities under the CDBG Program which include:

1. The Town of Middleborough shall sign documents related to the Grant, or delegate responsibility as specified in the Management Plan, including the Grant application, certifications, disclosures, grant agreement, expenses for administration and program delivery costs, environmental review findings, permits, approvals by local and/or Mass. historic commission, quarterly reports, sub-contracting, program and budget revisions, extension requests, and close-out reports.
2. The Town of Middleborough shall provide the two Boards of Selectmen with any necessary documents as requested for their review, including but not limited to those indicated below:
 - a. All quarterly reports.
 - b. Copies of any audits or other monitoring reports as may be performed by the State or the DHCD.
3. The Town of Middleborough, with advance notice to the Town of Lakeville, shall make decisions related to any program or budget amendments or program income amendments.

4. The Town of Middleborough Board of Selectmen shall be responsible for compliance with the Citizen Participation Plan and for holding any public hearings during implementation. The Town of Middleborough shall notify the participating Town of Lakeville of any public hearing(s) that take place related to the CDBG activities, at a minimum of two weeks prior.
5. The Town of Middleborough will be responsible for coordinating the cost of audits that may be needed for DHCD program requirements, the costs being part of the program administration or program income funds. The audit or any legal determination shall be given to the Boards of Selectmen of both Towns within thirty (30) days of its receipt.
6. For the 2010 CDBG Middleborough-Lakeville Housing Rehabilitation Assistance Program 20 eligible properties (5 in Lakeville and 15 in Middleborough) are proposed to receive home repair loan/grant assistance in the identified areas in each Town (Middleborough Center for Middleborough and Clark Shores for Lakeville).
7. The Town of Middleborough will be responsible for monitoring loans generated through the Middleborough-Lakeville Housing Rehabilitation Assistance Program and for administration of Program Income funds (utilizing Program Income funds to cover allowable CDBG administrative expenses) for both Towns. Each Town shall direct Program Income funds that may be generated by activities through the 2010 CDBG grant in the respective Town, i.e., Middleborough and Lakeville, into the Middleborough-Lakeville Housing Rehabilitation Assistance Program or other eligible CDBG activities.
8. The Town of Middleborough shall respond to inquiries of forgiveness or subordination of home repair loans and with input from the Town of Lakeville, on Lakeville homeowner loans, make a determination based on need. Forgiveness of loans due to hardship will be considered on a case by case basis.
9. This agreement shall be contingent upon award of a regional joint community development block grant from the Commonwealth of Massachusetts for Fiscal Year 2010.
10. This agreement is made pursuant to and shall be subject to the provisions of General Laws Chapter 40, Section 4A.

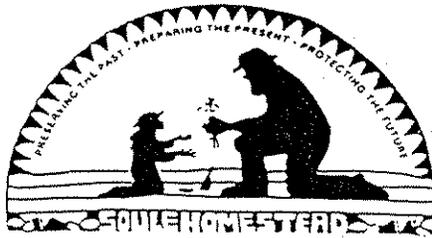
Witness the hands and seals of the undersigned this 25th day of January 2010.

Town of Lakeville by

Town of Middleborough by

Board of Selectmen

Board of Selectmen



January 7, 2010

Patrick Rogers, chairman
Board of Selectmen
Town Hall
Nickerson Avenue
Middleboro, MA 02346

Dear Mr. Rogers and board members:

The Soule Homestead Education Center has submitted an application for the use of the grand ballroom on Feb. 13, 2010 for a fund-raising event. Proceeds from this event will be used to maintain programs and facilities at the Soule Farm, which as you know is a town-owned property leased by the education center.

On behalf of the Homestead, I would like to ask that fees in connection with this fundraiser be waived in light of the fact that the proceeds from this fund-raiser will be used in part to make improvements to town property. Also, as a town official (Historical Commission) I am willing to take responsibility for security so that custodial services will, with your approval, not be necessary.

Thank you for your consideration.

Sincerely,

Jane Lopes

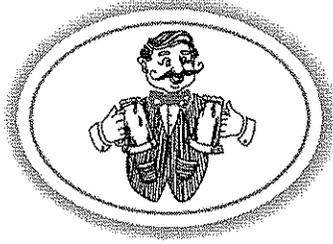
Soule Homestead Board of Directors member

46 Soule Street, Middleborough, Massachusetts 02346

Phone: 508-947-6744

Fax: 508-946-8559

E-mail: soule@tmlp.com



The Bartending Service of New England, LLC.
P.O.Box 425, Middleboro, MA 02346
William H. Fuller -owner
Office- 508-947-9520/508-923-4744
Cell - 508-400-1709 Fax - 508-923-4784
Email - bill@thebartendingservice.com

Date: December 22, 2009

CONTACT: Jane Lopes
(508) 947-1760 Office Phone
(508) 944-0944 Cell
Editor@gazettenewsonline.com

FUNCTION DESCRIPTION: Soule Homestead Fundraiser

CLIENT NAME: Jane Lopes

GUESTS: 200

DATE: February 13, 2010

LOCATION: The Town Hall Auditorium, Nickerson Ave., Middleborough, MA

HOURS: 7:00 p.m. until 11:00 pm

SERVICE TO INCLUDE:

This is a full cash bar proposal. We will provide one bar with those items listed on the attached addendum. We will also provide two (2) bartenders for this event.

COSTS:

In lieu of a payment, The Bartending Services agrees to be compensated by an advertising agreement in the program. The advertisement will be for the The Bartending Service of New England, LLC., William Fuller owner

DRINK PRICES:

Mixed	\$4.75
Wine	\$4.50
Imported Beer	\$4.00
Domestic Beer	\$3.50
Soda & Juices	\$1.50

TERMS: If this proposal is acceptable, kindly sign where indicated below and return a copy of the contract via fax to 508-923-4784.

Jlopes1

Thank you for your consideration!

ACCEPTANCE:

The above proposal is satisfactory and is hereby accepted. The Bartending Service of New England, LLC is authorized to do the work as provided for herein above. Payment will be made as specified according to the terms above.

Jane Lopez Date 12/29/09
client/signature

William H. Fuller Date 1/10/10
The Bartending Service of New England, LLC
By William H. Fuller, Manager

**The Bartending Service of New England, LLC reserves the right to refuse alcohol to any person or persons in attendance, as deemed necessary.

**Any alterations or deviations from the above proposal involving extra costs, may be executed and will become an extra charge over and above this proposal.

**The Bartending Service of New England, LLC reserves the right to request proper identification from any patron attempting to purchase alcohol.

**The Bartending Service of New England, LLC reserves the right to the exclusive service of alcohol at the above described event. We also reserve the right to refuse alcohol to any person or persons who provide and/or consume their own alcohol at said event.

Beverage Selection:

Liquor: Absolut Vodka
Tanqueray Gin
Bacardi Silver Rum
Dewars White Label Scotch
Jack Daniels Sour Mash Whiskey
Captain Morgan Spiced Rum
Seagram 7
Kahlua
Jose Cuervo Tequila
Triple Sec
Sweet and Dry Vermouth

Bottled Beer: Heineken
Budweiser
Sam Adam's Lager
Bud Light
O'Douls

Wine: Round Hill Chardonnay
Gabiano Pinot Grigio
Round Hill Merlot
Raimat Cabernet Sauvignon
White Zinfandel

Soda: Coca Cola/Diet Coke
Ginger Ale/Bottled Water
Tonic Water/Club Soda/Perrier Water

Juices and Mixers: orange/pineapple/grapefruit/cranberry
milk/bloody mary mix/sour mix
lemons/limes/cherries/olives

EQUIPMENT: drink napkins
sip stirrers
ice
disposables.

APPLICATION AND UTILIZATION AGREEMENT
TOWN HALL
MIDDLEBOROUGH, MASSACHUSETTS

PLEASE SUBMIT PAYMENT WITH APPLICATION

DATE OF APPLICATION 12/28/09
ORGANIZATION/INDIVIDUAL SOULE HOMESTEAD EDUCATION CENTER
ADDRESS 46 SOULE ST
CITY, STATE, ZIP MIDDLEBORO MA 02346 TEL # 508 947 6744
CO-APPLICANT (BARTENDING SERVICE) BARTENDING SERVICE OF N.E.
OWNER NAME BILL FULLER
ADDRESS PO BOX 475
CITY, STATE, ZIP MIDDLEBORO MA 02346 TEL # 508 947 9570

DATE(S) OF EVENT FEB 13 2010 APPROXIMATE NUMBER OF PARTICIPANTS 300
(ATTACH SEPARATE SHEET IF NECESSARY)
TIME OF DAY(S) REQUIRED 5 PM TO 11:30 PM

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

BRIEFLY DESCRIBE TYPE OF ACTIVITY VALENTINE 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? YES 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 # _____ (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 JANE LOPES

Signature of Volunteer Jane Lopes

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

In connection with my/our planned use of the Town Hall and/or grounds, I/we hereby agree to the following:

I/we agree to abide by all conditions as set forth in this application and the rules and regulations as established by the Board of Selectmen.

I/we agree that no activities unrelated to this purpose will be conducted on the premises.

I/we agree to hold harmless and indemnify and defend the Town of Middleborough, its agents, servants, employees and volunteers from and against any and all claims for injury to any person and/or damage to or loss of any personal property of any nature arising out of my/our contracted use of the property or facilities of the Town for this function and that which may occur outside of the Town Hall premises or arise from activities which occur on or about the Town Hall premises.

I/we agree to assume total responsibility for assuring that:

- a. the participants at the meeting/event will conduct themselves in a safe and orderly fashion;
- b. no dangerous or unlawful activities will take place on the premises or grounds;
- c. no Town or other property will be removed from the building or grounds;
- d. participants will confine themselves to the specified areas of the building and grounds designated for the event;
- e. participants will leave the building and grounds in a clean and orderly condition;
- f. the participants will promptly leave the premises at the time scheduled for their departure.
- g. participants will abide by all rules and regulations as established by the Board of Selectmen

I/we agree to refrain from placing signs or decorations anywhere on the premises except as specified below. And if allowed will not place or cause to be placed in contradiction to the rules and regulations.

I/we understand that Town employees and/or designated volunteers in attendance at the scheduled event/meeting, except as specified below, are there for the sole purpose of providing participants with access to the portion of the building and grounds that have been set aside for their use. If payment for custodial services has been made, please note here.

I/we agree to abide by all requests of Town employees and designated volunteers who are present at the event pertaining to the use of the building and grounds.

I/we hereby certify that no alcoholic beverages of any type will be consumed at the event/activity, unless authorized and appropriate licensing has been obtained in advance and as established by the rules and regulations.

I/we agree to provide a security deposit in the amount of \$100.00 refundable to me/us within two weeks after the event if, in the sole judgement of the Board of Selectmen, I/we have fully complied with the terms of this Agreement and the Rules and Regulations.

I/we require/request use of the following

Chair set up _____ PA system/Podium set up _____ Piano _____

I/we agree to the following additional conditions:

The governing body of the renting organization named below met on Dec. 3 2009 and, a quorum being present, authorized the individual named below to sign this agreement. The minutes of that meeting, or a letter of authorization from the President of the renting organization, are attached to this agreement.

Jeffrey C. Stevens

to Whom It May Concern:

The Board of Director's, meeting on Dec. 3, 2009, has authorized me to sign agreements relating to our February dance.

Sincerely,

Jeffrey P. Stovall

Chairman - B.O.D.
Soule Homeschool Education Ct.

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

Name of Organization: SOULK HOMESTEAD EDUCATION CENTER
Address: 46 SOULK ST
City, State, Zip: MIDDLEBORO MA 02346

Description of Function: VALENTINE DANCE

Location of Town Facility: TOWN HALL BALLROOM
Date and Time of Use: FEB 13, 2010 5 PM - 11:30 PM

A. *Workers Compensation Insurance*
Insurance Company: FARM FAMILY CASUALTY INS. CO
Policy #: 2012W6278
Policy Term: 9/28/2009 → 9/28/2010

Coverage A Statutory, Commonwealth of Massachusetts
Coverage B \$500,000 per insuring agreement

B. *Commercial General Liability Insurance*
Insurance Company: FARM FAMILY CASUALTY INS. CO
Policy #: 201261825
Policy Term: 9/1/09 9/1/2010

Each Occurrence \$1 Million
Fire Damage (any one fire) Policy Minimum
Medical Expense Policy Minimum
Personal Injury & Advertising Injury \$1 Million
General Aggregate \$1 Million **
Products/Completed Operations Aggregate \$1 Million

**applies solely to Town of Middleboro activities

C. *Commercial Automobile Liability:*
Insurance Company: NO VEHICLES
Policy #: _____
Policy Term: _____

Combined Single Limit, Bodily Injury
& Property Damage \$1 Million

Applicable to: "owned, non-owned & hired automobiles"

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, Jeffrey C. Stevens, hereby agree to hold harmless and indemnify the Town of Middleborough, it's agents, servants, employees and volunteers from and against all claims for injury of any nature arising out of my contracted use of property or facilities of the Town.

(Signed) Jeffrey C. Stevens
(Date) 12/29/09

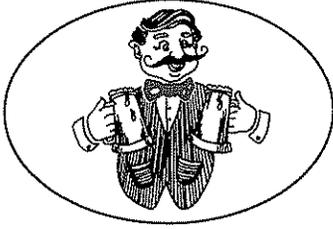
(If applicable, the Board of Selectmen should complete the following)

The governing body of the above named renting organization met on _____ and, a quorum being present, approved the request of the above named individual. A copy of the minutes of this meeting are attached.

(Signed) _____

(Date) _____

--Please enclose this Agreement with the Application for Use of Town Owned Property.--



The Bartending Service of New England, LLC.

Friday, January 08, 2010

Board of Selectmen
Nickerson Ave.
Middleborough, MA. 02346

Honorable Board:

This letter serves as a request for a special one day all alcohol license. The event is a Soule Homestead Fundraiser dance and is being held in the Town Hall Auditorium. The date of the event is February 13, 2010 and the hours of service are from 7:00 p.m. until 11:00 p.m. The expected number of guests is 100-125

Copies of the appropriate insurance binders are on file with the Town.

If there are any questions or concerns, please do not hesitate to contact me..

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Fuller', written over a horizontal line.

William H. Fuller
President
The Bartending Service of New England, LLC



CERTIFICATE OF LIABILITY INSURANCE

OP ID LB
BART-1

DATE (MM/DD/YYYY)

01/08/10

PRODUCER Anderson Cushing Ins Agency Div. of Farrell Backlund LLC PO Box 549 Middleboro MA 02346 Phone: 508-947-3036 Fax: 508-947-6182	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED The Bartending Service of New England LLC PO Box 425 Middleboro MA 02346	INSURER A: Scottsdale Insurance Company	
	INSURER B: Pacific Insurance Co	
	INSURER C: Evanston Insurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Add'l Ins GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPS0972225	03/01/09	03/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	EXGA144208	03/01/09	03/01/10	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B		OTHER Liquor Liability Blkt Add'l Insured	ZQ0006250	03/01/09	03/01/10	Each Occ 1,000,000 Gen Aggr 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Bartending Service. The Town of Middleboro is an Additional Insured for General and Liquor Liability for event to be held at Middleboro Town Hall Auditorium on 2/13/10 from 7:00 p.m. to 11:00 p.m., when required by written contract.

CERTIFICATE HOLDER

MIDDLEB

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Janetta J. Brown



Nemasket
River
Productions

12 January 2010

BY HAND

Board of Selectmen
Town Hall
Nickerson Avenue
Middleborough, MA 02346

RE: Auditorium Rental Request for Spring Auditions

Dear Board Members:

Please find enclosed NRP's rental application, insurance certificate and check for \$100 deposit. We are requesting the use of the auditorium for auditions for our spring show, *The Dixie Swim Club*. There is no set up or other requirements.

Recently, NRP was awarded its 501©3 designation (please see attached) and we would like to request that as a Non Profit organization we not be charged for the use of the auditorium.

Thank you,


Merrie J. Mizaras
Producing Artistic Director

2010 Board of Trustees

Renee Miller
Merrie J. Mizaras
Eleanor Osborne
Dr. Rober Rashid
Neal Rosenthal

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: 10/30/02

NEMASKET RIVER PRODUCTIONS INC
C/O DAVID R GLUCK PC
DAVID R GLUCK
79 WHITTIER RD
NEEDHAM, MA 02492

Employer Identification Number:
01-0692572
DLN:
17053202318039
Contact Person:
GARY MUTHERT ID# 31518
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
April 3, 2002
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

APPLICATION AND UTILIZATION AGREEMENT
TOWN HALL
MIDDLEBOROUGH, MASSACHUSETTS

PLEASE SUBMIT PAYMENT WITH APPLICATION

DATE OF APPLICATION 01/12/10

ORGANIZATION/INDIVIDUAL NEMASKET RIVER PROD

ADDRESS 77 S MAIN ST

CITY, STATE, ZIP M'BORO TEL # 508-472-9467

CO-APPLICANT (BARTENDING SERVICE) N/A

OWNER NAME _____

ADDRESS _____

CITY, STATE, ZIP _____ TEL # _____

DATE(S) OF EVENT 02/22 & 23 APPROXIMATE NUMBER OF PARTICIPANTS 15
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED 7PM TO 9PM

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

BRIEFLY DESCRIBE TYPE OF ACTIVITY THEATRE AUDITIONS

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/O 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 NONE

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 _____

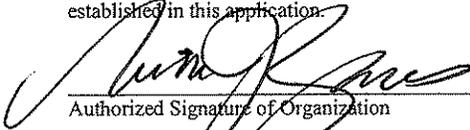
Signature of Volunteer _____

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

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


Authorized Signature of Organization

MELDIE J MIZARA S
Name ---Please Print

Individual Signature

Name—Please Print


Signature of Owner - Co-Applicant (Bartending Service)

Business Name—Please Print

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

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

Name of Organization: NEMASKET RIVER PROD.

Address: 77 S. MAIN ST

City, State, Zip: MIDDLEBORO 02346

Description of Function: THEATRICAL PROD

Location of Town Facility: TOWN HALL BALLROOM

Date and Time of Use: 2/22 & 23 7-9PM

A. Workers Compensation Insurance

Insurance Company: _____

Policy #: _____

Policy Term: _____

Coverage A	Statutory, Commonwealth of Massachusetts
Coverage B	\$500,000 per insuring agreement

B. Commercial General Liability Insurance

Insurance Company: SEE ATTACHED

Policy #: _____

Policy Term: _____

Each Occurrence	\$1 Million
Fire Damage (any one fire)	Policy Minimum
Medical Expense	Policy Minimum
Personal Injury & Advertising Injury	\$1 Million
General Aggregate	\$1 Million **
Products/Completed Operations Aggregate	\$1 Million

**applies solely to Town of Middleboro activities

C. Commercial Automobile Liability:

Insurance Company: _____

Policy #: _____

Policy Term: _____

Combined Single Limit, Bodily Injury & Property Damage	\$1 Million
-----------------------------------------------------------	-------------

Applicable to: "owned, non-owned & hired automobiles"

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2010

PRODUCER (508) 651-7700 FAX (508) 653-8089
Eastern Insurance Group LLC - Commercial
233 West Central Street
Natick, MA 01760
Select Dept Ext 66807

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Nemasket River Productions
c/o Merrie Mizaras
77 South Main Street
Middleboro, MA 02346

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Harleysville Worcester Ins Co	26182
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TBA GL 16974	01/27/2010	01/27/2011	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea. occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Service Dates: February 22 & 23, 2010

CERTIFICATE HOLDER

Town of Middleboro
One Nickerson Avenue
Middleboro, MA 02346

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mary Steinman

D. *Other Insurance Requirements:*

Type of Insurance (i.e. liquor liability, etc) NA

Insurance Company: _____

Policy #: _____

Policy Term: _____

Limits of Liability \$ _____

Additional Conditions:

- a. Except for the Workers' Compensation coverage, the Town of Middleboro is included on all policies as an additional insured.
- b. The Town of Middleboro, Office of the Town Manager, will be provided at least a 30 day advance written notice of cancellation, material change in coverage, or intention not to renew.
- c. The insurance coverage referenced above is provided on the "occurrence" form of coverage..
- d. If an "Acord" form of certificate is used, this document must be attached to the Acord form and referenced as a special policy provision in the Description of operations section of the Acord form.
- e. Terms and conditions contained on any form to which this document is attached will not reduce the coverage or minimize the benefit of this document to the Town of Middleboro.

I, a licensed insurance agent/broker, have the authority to bind the insurance companies listed above to the terms of this agreement.

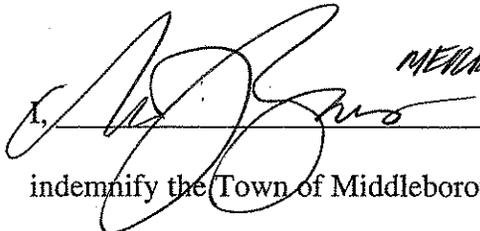
Date: _____

Signed: _____

Agency: _____

Address: _____

**HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT**

I,  *MERDINE J. MIZARDAS*, hereby agree to hold harmless and indemnify the Town of Middleborough, it's agents, servants, employees and volunteers from and against all claims for injury of any nature arising out of my contracted use of property or facilities of the Town.

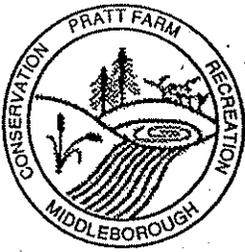
(Signed) 
(Date) 01/10/10

(If applicable, the Board of Selectmen should complete the following)

The governing body of the above named renting organization met on _____
and, a quorum being present, approved the request of the above named individual. A
copy of the minutes of this meeting are attached.

(Signed) _____
(Date) _____

**--Please enclose this Agreement with the
Application for Use of Town Owned Property.--**



Pratt Farm Fall Festival • 27 MURDOCK STREET
Middleborough, Massachusetts

JANUARY 6, 2010

BOARD OF SELECTMEN
TOWN HALL
NICKERSON AVENUE
MIDDLEBOROUGH, MASS. 02346

TO OUR HONORABLE SELECTMEN:

WE WOULD LIKE TO HAVE A GIFT ACCOUNT FOR THE SOLE PURPOSE
OF HAVING A FUND RAISER TO RAISE MONEY FOR A PIVALLON
40 X 60 AT THE PRATT FARM. WHICH WILL BE A TAX DEDUCTION
DONATION TO THE PEOPLE WHO DONATE TO THIS PROJECT.
THANKING YOU IN ADVANCE.

SINCERELY YOURS,

SARAH JIGERJIAN
CO CHAIRMAN

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

NOTICE OF BETTERMENT AGREEMENT January 14, 2010
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 9, 2009 with Donald & Susan Finlayson
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 30 Metacomet Road
(insert address of property)

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

Registry of Deeds in Book 13998, Page 89
(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

Eighteen Thousand Five Hundred & 00/100 Dollars (\$ 18,500.00).
(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.

Patrick E. Rogers, Chairman

Muriel C. Duphily

Marsha L. Brunelle

Stephen J. McKinnon

Alfred P. Rullo, Jr.

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:

Incorporated 1669
336 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

Town Manager

508-947-0928
FAX 508-946-2320

January 20, 2010

Lauren E. Bell
14 Forest Street, Apt. 1
Middleboro, MA 02346

Dear Ms. Bell:

At the request of the Agent for the Conservation Commission, I am happy to appoint you to the Conservation Commission subject to the approval of the Board of Selectmen pursuant to Massachusetts General Laws Chapter 40, Section 8C. This appointment will run to 2012.

By copy of this letter, I am asking the Selectmen to approve your appointment at their meeting on *Monday, January 25, 2010*.

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

Very truly yours,

Charles J. Cristello
Town Manager

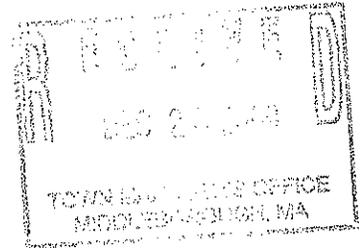
CJC/ajf

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

Lauren E. Bell
14 Forest Street, Apt. 1
Middleboro, MA 02346

December 23, 2009

Charles Cristello
Town Manager
10 Nickerson Avenue
Middleboro, MA 02346



Dear Conservation Agent:

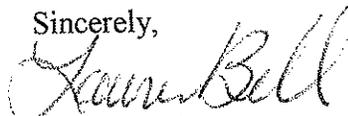
I was pleased to hear the Conservation Commission may have a vacancy in the near future. I am a graduate of New England School of Law with a strong commitment to working for the public and the environment.

While living in Middleborough, I have had the pleasure of canoeing on the Nemasket River, wading at Pratt Farm and generally enjoying the outdoors here. I would like the opportunity to assist in protecting our natural environment. I first moved to Middleborough approximately nine years ago while studying at Bridgewater State College. While there, I received a Bachelor of Science in Geography with a concentration in the environmental sciences. This knowledge was then furthered by focusing my legal education on environmental law.

In addition to my educational background, I have had the opportunity to gain legal and scientific experience through work. During my time with the Department of Environmental Protection, I gained hands-on experience researching and applying regulations. As an environmental scientist at Coneco, I performed environmental site assessments involving soil sampling and groundwater testing. I believe the skills I gained here, and in school, would benefit the Commission and I would look forward to using them to help protect our wetlands.

Thank you for your time and consideration and I look forward to hearing from you in the near future.

Sincerely,


Lauren Bell

LAUREN E. BELL

14 Forest Street, Apt. 1, Middleboro, MA 02346

(781) 361-3770

laurengreenlaw@hotmail.com

PROFESSIONAL EXPERIENCE

Coneco Engineers & Scientists, Inc.

Bridgewater, Massachusetts
2008

Environmental Scientist

- Prepared detailed reports documenting emergency response actions, research and investigations.
- Performed research utilizing the internet, environmental databases and state and local departments.
- Assessed potential issues of a property by interviewing owners for present and historical uses.
- Investigated and photographed properties to identify and document potential environmental hazards.
- Supervised remediation resulting in the removal of potentially hazardous materials from a local college and participated in remediation at various other sites.
- Performed subsurface investigations by installing monitoring wells, drilling for soil samples, documenting water and soil properties and completing tests.
- Created maps of assessed properties and hazards utilizing AutoCAD.

Clerc & Associates, P.C.

Bridgewater, Massachusetts
2005 - 2006

Paralegal

- Drafted legal documents for civil litigation, estate plans, contracts and business formation.
- Gathered and analyzed research for both factual and legal issues using statutes, decisions, regulations and other legal documents.
- Assisted with real estate closing process by preparing purchase and sale agreements, real estate closing documents and titles.
- Coordinated office functions such as tracking billable hours, maintaining client files and updating case progress in a spreadsheet database.
- Maintained schedule by coordinating appointments and deadlines for three attorneys.

Department of Environmental Protection

Boston, Massachusetts
2005

Legal Intern

- Drafted legal documents to assist with litigation, administrative hearings and regulatory compliance issues.
- Prepared legal memoranda condensing and explaining research relevant to factual and legal issues.
- Performed legal research at federal, state and municipal levels in multiple areas including environmental, evidentiary and tax law.
- Participated in both departmental and adversarial meetings.

MEMBERSHIPS

Massachusetts State Bar

November 2006

EDUCATION

New England School of Law

Boston, Massachusetts
May 2006

Juris Doctor

- GPA 3.13
- Dean's List 2003-2005
- Mock Trial Competition 2005

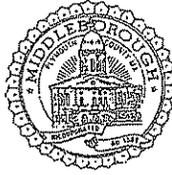
Bridgewater State College

Bridgewater, Massachusetts
May 2003

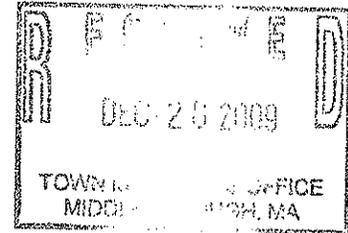
Bachelor of Science, Geography, cum laude

Environmental Concentration

- GPA 3.39
- Dean's List 1999-2003
- Alumni Scholarship 2002
- American Association of Geographers GeoBowl Competition 2002



Town of Middleborough
CONSERVATION COMMISSION



December 18, 2009

Lauren Bell
14 Forest Street, Apt. 1
Middleboro, MA 02346

RE: Middleborough Conservation Commission

Dear Ms. Bell:

Recently we just had a member of the Conservation Commission resign and will now have a vacancy beginning January 2010. If you are still interested in becoming part of the Middleborough Conservation Commission please fill out the enclosed Personal Data Sheet and Mail it with a letter of interest to the Town Manager, Charles Cristello at the Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346. Mr. Cristello will be the one to meet with you and recommend appointment to the Board of Selectmen who is the ultimate appointing authority.

The Conservation Commission thinks that you have the experience and qualifications to become an outstanding member of the commission.

If you have any questions, don't hesitate to contact us at 508-946-2406.

Sincerely,

Patricia J. Cassidy, Agent
For the Middleborough Conservation Commission

Cc: ✓ Charles Cristello, Town Manager
Patrick Rogers, Board of Selectmen Chairman

Attachment



JUDY M. MACDONALD
TREASURER AND COLLECTOR

Town of Middleborough
Office of the Treasurer and Collector
20 Centre Street, 3rd Floor
Middleborough, MA 02346-2270
email: jmcndhd@middleborough.com

TELEPHONE
(508) 946-2420
(508) 946-2421

FAX
(508) 947-5447

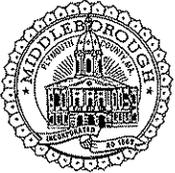
Date: January 20, 2010
To: Board of Selectmen
From: Judy M. MacDonald, Treasurer/Collector *J.M.M.*
Borrowing: \$382,812.00. State Anticipation Note
Purchase of land-off Miller Street
Authorized: October 5, 2009 S.T.M. Article 14
Dated: February 2, 2110
Due: August 18, 2010 Interest at maturity

Results of telephone bids, Wednesday, January 20, 2010:

<u>Bank</u>	<u>Bid Amount</u>	<u>Interest</u>
Unibank Bank	\$382,812.00	1.20%
Eastern Bank	\$382,812.00	1.25%
Citizens Bank	\$382,812.00	1.90%

Bid awarded, subject to Selectmen's approval to:

Eastern Bank 382,812.00 1.20% \$2,479.37 Interest estimate

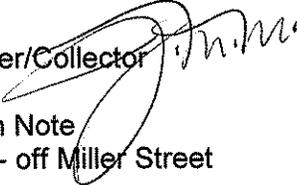


JUDY M. MACDONALD
TREASURER AND COLLECTOR

Town of Middleborough
Office of the Treasurer and Collector
20 Centre Street, 3rd Floor
Middleborough, MA 02346-2270
email: jmcdnld@middleborough.com

TELEPHONE
(508) 946-2420
(508) 946-2421

FAX
(508) 947-5447

Date: January 20, 2010
To: Board of Selectmen
From: Judy M. MacDonald, Treasurer/Collector 
Borrowing \$60,000.00 Bond Anticipation Note
Purchase of land- off Miller Street
Authorized: October 5, 2009 S.T.M. Article 14
Dated: February 2, 2010
Due: August 18, 2010 Interest at maturity

Results of telephone bids, Wednesday, January 20, 2010:

<u>Bank</u>	<u>Bid Amount</u>	<u>Interest</u>
Unibank Bank	\$60,000.00	1.35%
Eastern Bank	\$60,000.00	1.75%
Citizens Bank	\$60,000.00	1.90%

Bid awarded, subject to Selectmen's approval to:

\$60,000.00 1.35% \$441.00 Interest estimate



Rotary Club of Middleboro

District 7950 * Chartered May 1971

P.O. Box 596, Middleboro, Massachusetts 02346

January 12, 2010

Middleboro Board of Selectman
Town Hall
10 Nickerson Avenue
Middleboro, MA 02346

To Whom It May Concern:

The Middleboro Rotary Club would like to request permission to erect a sign promoting our annual Cable TV Auction on the Town Hall Lawn.

The Auction, to be held on March 20th & 21st, raises money for scholarships for local students and for other charitable causes. The club also donates some of the money raised each year to other Middleboro High School programs as well.

Thank you for your consideration.

Sign would be placed on lawn 2/22/10 and removed on 3/22/10.

Sincerely,

A handwritten signature in cursive script that reads "Christine Amaral".

Christine Amaral
Auction Chairman
508-889-4398

**American Medical Response (AMR)
AMBULANCE SERVICE AGREEMENT
With the Town of Middleborough**

AMENDMENT

The Town of Middleborough and American Medical Response (AMR), parties to an ambulance service agreement dated June 30, 2008, hereby agree to amend the agreement as follows:

On Page 1, Line 7, delete "June 30, 2010" and replace with "June 30, 2011".

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals on this 25th day of January 2010.

AMERICAN MEDICAL RESPONSE OF MASSACHUSETTS, INC.

BY:

Signature

Print Name and Title

Signature

Print Name and Title

TOWN OF MIDDLEBOROUGH
BY:

Approved as to form:

Board of Selectmen

Town Counsel, Middleborough

**American Medical Response
AMBULANCE SERVICE AGREEMENT
with the Town of Middleborough**

This agreement is entered into between AMERICAN MEDICAL RESPONSE OF MASSACHUSETTS, INC., 4 Tech Circle, Natick, MA 01760, a licensed ambulance service and Massachusetts corporation, hereafter referred to as "AMR" and the following municipal corporation: the Town of MIDDLEBOROUGH, Massachusetts, hereafter referred to as, "Middleborough" or "Town" acts by and through the Board of Selectmen. AMR shall provide to the Town an ambulance service, hereafter the "service" for a specific term (July 1, 2008 to June 30, 2010) on the following terms and conditions set forth in this agreement:

A) Service and Staffing Levels:

- 1) The primary service shall be Advanced Life Support, (hereafter "ALS"), -Paramedic and the ambulance shall be staffed at all times with a minimum of one (1) Emergency Medical Technician, (hereafter "EMT"), - Paramedic and one (1) E.M.T.-Intermediate, licensed to do ambulance work in accordance with General Laws, Chapter 111C, and the rules and regulations established there under.
- 2) The AMR shall as part of the service provide a back-up ambulance at the BLS level, staffed by one (1) E.M.T.- Paramedic and one (1) E.M.T.- Basic, using the State approved Waiver from the Massachusetts Office of Emergency Medical Service, (hereafter "OEMS"), whenever possible. When a Basic Life Support, (hereafter "BLS"), ambulance is utilized in the Town 911 system and the ambulance staff determine that the patient requires Advanced Life Support, they shall make arrangements through the their Communications Center through radio contact for the closest available Advanced Life Support intercept without delay in transport.
- 3) The AMR shall use its existing 911 Public Safety Answering Point, for the Town at no cost to the Town. When a request for medical service is received through the 911 systems, it will be immediately transferred to the Fire Department for dispatch. The Ambulance dispatched will notify its Communication Center of the Dispatch. Should the call be determined to require BLS services, and a BLS ambulance is immediately available within the system, AMR shall dispatch said ambulance to the scene. Should the call be determined to require ALS services, or if there is not a BLS unit immediately available within the system, the dedicated ALS unit shall be dispatched. Should the ALS unit arrive on scene and determine that a BLS unit may transport patient, the staff may request through their Communications Center that a BLS unit respond to the scene, provided there would be no delay in transport. Should the ALS unit be prepared to transport and the BLS unit has not arrived on scene, the ALS unit shall transport the patient.
- 4) In the case of a life-threatening emergency, the Town reserves the right to activate a mutual aid ambulance response if the Town personnel, on scene, determine the estimated time of arrival of an ambulance is greater than the estimated time of arrival of a mutual aid ambulance and Section D (1) violations shall not apply, if town personnel advises that it is not needed.

B) Equipment:

- 1) The AMR shall provide as part of the service the designated ambulance as follows: the primary ALS ambulance shall be a new (1) Class I Modular type III ambulance on January 1, 2009 and

July 1, 2010 to meet Federal Ambulance Specifications with amendments and Massachusetts Ambulance Regulations to be dedicated to the Town and available twenty-four hours a day, seven days a week, during said three (3) year term starting July 1, 2008. Emergency ambulances shall be provided from quarters maintained in Middleborough. Service shall be provided upon request of police, fire or any agencies as well as any citizen in Middleborough. Vehicles must be operated and maintained, with all equipment and supplies, required for Advanced Life Support in accordance with Chapter 111C, and the Regional Protocols. The AMR under this section must indicate the amount of time required in obtaining a license to provide Advanced Life Support services to the Town. Prior to July 1, 2008, the AMR must sign an Advanced Life Support affiliation agreement with a hospital, which is acceptable to the Town and shall be maintained during the term of this agreement.

- 2) The AMR shall maintain a back up Class 1 ambulance to meet federal Ambulance specifications with amendments to be available to the Town. The AMR shall meet or exceed the staffing specification by staffing said back-up ambulance at a minimum of Massachusetts OEMS approved Waiver of one (1) E.M.T.- Paramedic and one (1) E.M.T.- Basic, when available, licensed to do ambulance work in accordance with MGL 111C and the Regional Protocols.
- 3) The AMR agrees that all vehicles utilized by the Ambulance Company shall be properly insured and registered and shall display a valid motor vehicle inspection sticker and Massachusetts Ambulance Regulations sticker during the life of the Agreement and shall provide the Town with documentation of such.
- 4) The AMR agrees that all vehicles shall be maintained in good working order and fully equipped at all times. The AMR shall provide a comparable Class I Modular type III ambulance as a substitute for the primary dedicated ambulance being maintained or undergoing repair if said vehicle is out of service for more than 4 days. All vehicles must be registered, have a valid inspection sticker and be certified as a Class I Modular type III ambulance.
- 5) The AMR shall provide the necessary equipment to permit the primary dedicated ambulance to communicate directly with any Town's dispatch centers as well as their own dispatch for the duration of the contract. The AMR shall provide mobile and hand held unit for the primary dedicated ambulance and the primary and all local back-up ambulances with both the Town Fire and Police frequencies. The other backup ambulances within the region will have the Town's Fire and Police frequency and be equipped as described above with both mobile and hand held units for direct two-way radio communications, at the beginning of this contract.
- 6) The AMR shall provide radio equipment, for its ambulance(s) serving the Town, which permits direct two-way radio communication between the ambulance(s), and hospital emergency departments to which emergency patients would be transported for the duration of the contract. Such equipment shall be compatible with the Centralized Medical Emergency Dispatch, (hereafter "C- MED)" Radio Network currently in use in Region 5 and Plymouth County C-MED.
- 7) The AMR shall assume all costs of its supplies, telephone, and diesel fuel, gasoline and oil, maintenance, materials, communication system, equipment, and all other items required in the proper operation of the service. The purchase of motor fuel shall be within the response area of each assigned Ambulance.

- 8) All vehicles used in regular or back-up service shall be fit for duty and meet or exceed all State Maintenance requirements as well as any and all related regulations and standards set forth by the Office of Emergency Medical Services.
- 9) The primary ambulance shall be used exclusively to provide emergency services to the Town. This primary ambulance shall not be used to perform non-emergency work, inside or outside the Town. Should the Fire Chief choose, he would request documentation to include incident reports, phone records, and/or dispatch tapes to verify the source and/or nature of an ambulance request? If the primary ambulance is utilized for non-emergency use, the Fire Chief will determine and notify the AMR of the infraction and the AMR shall pay to the Town the amount determined and assessed, subject to appeals as provided. Violation amount shall be as follows:
 - a) 1st violation--- Warning
 - b) 2nd violation--- \$500.00
 - c) 3rd violation--- \$1,000.00

The AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The EMS Committee shall investigate violations and present their findings and recommendations in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

- 10) Service records of the primary dedicated ALS ambulance shall be made available to the Town at the request of the Fire Chief, Police Chief or the Board of Selectmen.
- 11) The AMR shall perform its duties and obligations under this contract in accordance with all applicable federal, state laws and regulations.

C) Housing and Posting

Effective July 1, 2008, the Town shall allow AMR to house 3 Ambulances in the Town's Fire Stations. AMR shall station the primary dedicated ALS ambulance in the Central Fire Station, a 24/7 non-dedicated ALS ambulance in the South Fire Station and a 40-hour non-dedicated BLS ambulance in the North Fire Station. The Town agrees that the activity of the 2 non-dedicated units shall be governed by AMR Communications Center. Should the primary unit be dispatched from Central Fire Station, the back-up unit shall be staged at the Central Station for primary coverage. AMR personnel in the Town's Fire Station shall have access to common areas, be provided overnight accommodations and will be responsible for their fair share of house duties as defined by the Fire Chief and AMR Field Supervisor. Effective July 1, 2008, the service fee paid by the Town, under Section L, shall be reduced by \$2,400.00 per month for the duration of the contract as long as AMR is housed in the Fire Stations. Annually on July 1, the Housing cost shall be increased by the C.P.I. percentage for the previous 12 months.

D) Area of Operation:

- 1) The AMR's personnel shall be familiar with Town's streets and landmarks. The AMR agrees that the response time to the location of emergency call, regardless of where the primary ambulance is housed shall average nine (9) minutes or less 85% of the time. If any response time (time that call originates to arrival at the location of the emergency call) exceeds twelve (12) minutes, without reasonable explanation, the Fire Chief will determine and notify the AMR of the infraction and the AMR shall pay to the Town the amount determined and assessed, subject to appeals as provided. Violation amount shall be as follows:

- | | | |
|----|------------------------------|------------------------------------------|
| a) | 1 st violation--- | 3 times in a 6 month period---Warning |
| b) | 2 nd violation--- | 3 times in a 6 month period---\$500.00 |
| c) | 3 rd violation--- | 3 times in a 6 month period---\$1,000.00 |

For this section, six- (6) month period shall be a rolling time calculation, defined as the date of the most recent violation figuring back exactly six- (6) months to determine the number of violations in that specific six- (6) month period.

The AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The EMS Committee shall investigate violations and present their findings and recommendations in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

- 2) In order to adequately and safely service more than 70 square miles, adjustments must be considered for the back-up response time compliance. Upon dispatch of the primary ambulance, the AMR shall immediately dispatch a back-up ambulance to Town in order to minimize response time to the next call. The back up ambulance shall report directly to the Central Fire Station at 125 North Main Street. The average response time for the backup unit, weather and road conditions permitting, to the Town, shall be five (5) minutes 85% of the time and ten (10) minutes the remainder of the time.
- 3) The Town agrees that the AMR, its agents and employees, are hereby given authority to direct operational procedures with respect to medical policy when rendering services pursuant to this agreement, except that when Town's Fire Department personnel are utilizing extrication equipment, the Senior Fire Department Officer shall have the authority to direct the operational procedures related to the extrication.
- 4) The AMR agrees to provide as accurate information as possible when requested the location of a unit at time of dispatch and their anticipated Estimate Time of Arrival, (hereafter ETA). Should the Fire Chief or the Police Chief choose, he would request documentation to include incident reports, phone records, and/or dispatch tapes that the information provided was accurate. If the Fire Chief or the Police Chief determines and notifies the AMR of an infraction of a violation set forth in previous section and the AMR shall pay to the Town the amount determined and assessed, subject to appeals as provided. Violation amount shall be as follows:
 - a) 1st violation--- Warning
 - b) 2nd violation--- \$500.00
 - c) 3rd violation--- \$1,000.00

The AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The EMS Committee shall investigate violations and present their findings and recommendations in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

- 5) As the present 9-1-1 providers for the Town, The AMR understands the unique geography and distances of the service area. The Town comprises an area of more than seventy (70) square miles. Due to this large geographic profile, a 9-minute response from the center of Middleborough might jeopardize safety of the residents and guests of the Town. When requested, the AMR will participate and train the Fire and Police in the process of developing and maintaining a successful First Responder Program to include Semi-Automatic External Defibrillator, E.M.T. Continuing Education classes and use of adult & pediatric Epinephrine pen.
- 6) The AMR shall work to reduce as much as possible the need to utilize a Town employee to

augment their personnel in emergency ambulance transports to the hospital. In each instance where the AMR does so utilize Town personnel, the lead E.M.T. on the transport to the hospital shall prepare a report to the Town setting forth the name(s) of the Town personnel utilized and the reason(s) therefore. They shall deliver this report to the Fire Chief and Police Chief, with a copy to the Field Supervisor, within ten (10) days of the date on which the transport occurred. At either Chief's request, the Field Supervisor shall be reasonably available to meet with the Chief to discuss the report.

E) Ambulance Operation:

- 1) The AMR ambulances assigned to the Town shall participate in all mutual aid agreements with neighboring Towns, participate in all State fire mobilization agreements, and, shall participate in all mobilization and training exercises when requested.
- 2) The primary dedicated ALS ambulance assigned to the Town is strictly dedicated to emergency incidents within the Town and is not to be utilized for non-emergency work. All patients will be transported to the nearest Hospital or as required by appropriate State statute and applicable State regulations.
- 3) At the request of the Town, additional ambulances may be requested for special events and major weather events at no additional cost to the Town.

4) Indemnification

1) **AMR's Obligations**

Subject to Section E (4)(3) below, The AMR shall indemnify, hold harmless and defend the Town, its employees, officers and agents (each of which persons and organization is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by The AMR, or its employees or agents. In addition, the AMR shall indemnify and hold harmless the aforesaid parties from and against any and all Claims or Actions, if they arise out of the acts or omissions of Town Personnel (as hereinafter defined) assisting the AMR on a transport trip utilizing the AMR vehicle; provided, however that this provision shall not apply with respect to acts or omissions by Town Personnel that constitute willful misconduct or that are outside of the scope of the Town Personnel's performance of emergency medical services in connection with the transport.

2) **Town Obligations**

The Town shall indemnify and hold harmless (and upon request, defend) the AMR and each of its subsidiaries, affiliates, subcontractors, employees, agents, officers and directors (each of which persons and organizations is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by the Town, or its public employees.

3) **Notice and Defense**

As a condition of indemnification under paragraphs (1) or (2), the indemnitee shall

- (a) promptly provide written notice to the indemnitor of any Liability or allegation, including any pending or threatened legal action, for which indemnification may be sought hereunder;
- (b) at the request of the indemnitor, turn over control of the defense and/or settlement of such action to the indemnitor and;
- (c) cooperate fully in such defense or settlement.

4) Survival

The respective obligations to indemnify, hold harmless and defend shall survive performance of this Agreement and shall apply only to events which occurred while the Agreement was in force and effect.

F) Insurance:

- 1) The AMR agrees that upon execution of a contract, the AMR shall provide a performance bond acceptable to the Town, with a surety company, which is acceptable to the Town in the amount of \$1,000,000.00, during the duration of the contract. If the AMR defaults on its obligations and duties under this contract, the bond shall require the surety company, if requested by the Town, to complete the contract and perform all other obligations of the AMR set forth in this contract.
- 2) The AMR agrees that upon execution of a contract, the AMR shall provide a certificate of insurance demonstrating that the following insurance coverage is maintained and naming the Town as an additional insured on an annual basis.
- 3) The AMR agrees to maintain, during the term of this agreement, the following insurance coverage sufficient to satisfy claims in any event no less than certificate attached and made part hereof arising out of services rendered under this agreement. The AMR will maintain a standard limit of liability or at least five million dollars (\$5,000,000).

a. Comprehensive General Liability

\$ 5,000,000 per occurrence
 \$ 5,000,000 aggregate

 \$ 5,000,000 Products & Completed Operations aggregate

 \$ 5,000,000 Personal Injury & Advertising Injury aggregate
 \$5,000 Medical Payment

b. Automobile Liability

\$5,000,000 per occurrence
 Vehicles: owned, non-owned & hired

c. Ambulance Attendants Liability

\$5,000,000 per occurrence & aggregate

d. Worker's Compensation Insurance

Coverage A: Statutory
 Coverage B: \$500,000 per insuring

agreement

- e. Medical Malpractice coverage for medical malpractice of not less than \$5,000,000 for professionals, ambulance attendants and other employees or agents
 - f. The Town shall be named as additional insured on the AMR's general liability, auto, and Medical Malpractice insurance.
 - 4) The AMR agrees that no service shall be rendered under any Agreement hereunder until and unless the company furnishes the Town with certificates of insurance and a performance bond that meets these specifications.
 - 5) The AMR agrees that the AMR shall indemnify and save harmless the Town from any and all claims, settlements, lawsuits or litigation which may arise from its performance under this Agreement, the operation of its motor vehicles, its contract with its employees, or damage to any motor vehicles caused while operating under this Agreement. The AMR also agrees to indemnify and save harmless the Town from any liability or expense imposed upon it as a result of this Agreement.
- G) Records & State Regulations:**
- 1) The AMR agrees that any and all regulations promulgated by any department, agency, or division of the Commonwealth or Federal Government, any general laws and bylaws of the Town relative to supplying ambulance service are hereby incorporated in this specification as if fully written out, and covenants to meet at all times such requirements and laws presented. Should any provision of this Agreement be in conflict with said regulations and laws, then said regulations and laws should govern except when the Agreement calls for a higher standard. The Town, or its agent, shall have the right to inspect, without notice, all vehicles and equipment used to perform emergency services to the Town.
 - 2) The AMR agrees they shall maintain accurate records of all emergency ambulance runs and services provided as mandated by Mass. General Laws, Chapter 111C and make same available to Town, as requested.
 - 3) The AMR agrees that they shall promptly forward to the Fire Chief within 24 hours and a copy forwarded to the E.M.S. Committee, a copy of all inspection reports of the primary ambulance serving Middleborough issued by the Department of Public Health, Office of Emergency Medical Services, and/or the Ambulance Regulations Program. The AMR agrees that any deficiencies noted therein shall be corrected within 24 hours, and any costs incurred shall be the responsibility of the AMR.
 - 4) The AMR shall provide to the Town a monthly breakdown of ALS and BLS transports. The report shall describe the patient condition at time of transport; identify the transports that required ALS and BLS services and the number of transports that ultimately received ALS services. The AMR shall ensure that over 90 % of patients on a monthly basis that require ALS, receive such services.

- 5) The AMR also agrees to allow municipal officials of the Town or their duly hired representatives to inspect the AMR's financial records in regards to services rendered under this agreement, said records may be inspected on a semi-annual basis.

H) Quality Improvement (QI) Reporting:

The AMR shall agree to contract with, at their expense, an independent EMS QI firm approved by the town, whose primary service is developing, implementing and overseeing EMS QI programs. The QI firm must have on staff, member(s) who are credentialed in healthcare compliance or Quality Improvement (QI), and who are familiar with Massachusetts DPH/OEMS regulations to assure that the standards and protocols of patient care are either met or exceeded as per Massachusetts requirements. The AMR also agrees to maintain said contract with the QA/QI agency for one year. The Town's EMS Committee will review after first year to see if it will continue. The AMR will submit any and all run reports to the agency for independent audit and the agency will submit a full report to the Town EMS Committee on a quarterly basis. AMR will submit to the Town's EMS Committee QA/QI reports from the Emergency Departments that the majority of the calls are transport on a quarterly basis. The AMR shall not utilize its own internal quality assurance program for the audit. AMR must submit to an independent QI agency a sampling of 911 emergency patient care reports in order to set a benchmark for future reports.

I) Operating Conditions:

- 1) The AMR acknowledges that it is an independent contractor and is solely responsible for all payments to personnel employed by it, all equipment purchased by it and utilized in this contract and that it is not engaged in a partnership, joint venture, or an employer-employee relationship with the Town.
- 2) The Town agrees that the AMR has the separate right to make claims, demands or bring suit against any individual so provided with ambulance service under this agreement in order to effect payment for services rendered by the AMR, exclusive of Town personnel injured, while working, covered under Section K (2).
- 3) Upon request of the Town's Board of Selectmen or EMS Committee, the AMR will make requested data available for quality control and evaluation of emergency services to the Board of Selectmen, EMS Committee or Fire Chief, who requested it.
- 4) All medical supplies that are used during a call by any Public Safety Agency of the Town shall be replaced on a one to one ratio by the AMR.
- 5) The Town makes no guarantee as to the amount of business to be generated under this Agreement.

J) Training:

- 1) The AMR shall train and certify all firefighters and police officers requested in CPR, First Responder, E.M.T. course and S.A.E.D. (SEMI-AUTOMATIC EXTERNAL DEFIBRILATOR) and E911 medical dispatch training, for only the costs incurred by the AMR for such training. Training shall occur as requested by the Fire Chief or the Police Chief.

- 2) The AMR shall follow the point-of-entry plan and treatment protocols for the Town, as established by Region 5 of the Regional Emergency Medical Services Advisory Council.

K) Assigning of Personnel:

At any time, the Town may request in writing that the ambulance company reassign an employee currently providing emergency services to the Town, to duties other than duties under this contract. Upon receipt of such request, the company shall take appropriate steps to reassign that employee.

L) Compensation:

The parties hereto agree that in consideration of the faithful performance of the services provided by the AMR pursuant to this agreement that the AMR shall receive a service fee annually to be paid as follows:

- a) July 1, 2008- June 30, 2009 = \$238,000.00 in 11 monthly payments of \$19,833.34
1 monthly payment of \$19,833.26
 - b) July 1, 2009- June 30, 2010 = \$239,000.00 in 11 monthly payments of \$19,916.67
1 monthly payment of \$19,916.63
 - c) July 1, 2010- June 30, 2011 = \$249,000.00 in 12 monthly payments of \$20,750.00
- 1) AMR shall submit a monthly invoice to the Town Accountant on the first day of each month starting on August 1, 2008 for monthly payments. Each invoice shall be for the month immediately preceding the invoice.
 - 2) In addition to the services listed above, said service fee shall include full coverage for all emergency care and transportation of town employees injured in the line of duty.
 - a) The AMR shall supply to the Town, on a loan basis, four (4) S.A.E.D. (SEMI-AUTOMATIC EXTERNAL DEFIBRILATOR), which shall be included with the service fee. The Town shall sign a separate loaner agreement at time of loan of units, for \$1.00
 - 3) The aforesaid payments to be made under the foregoing paragraphs for the term of this agreement are subject to and conditional upon annual appropriations approved by a duly convened town meeting of the Town. In the event such appropriations are not made, the parties hereto or any party hereto may terminate this contract, such termination to be effective at the end of the fiscal year in which appropriations were made to fund this agreement. The non-appropriation of any of the funds required for this agreement shall not be considered an event of breach.

M) Termination:

- 1) The AMR agrees that the Town shall have the right to terminate the Agreement in the Town's judgment, through the Board of Selectmen, if the service being provided is not consistent with the terms of the contract. Before terminating the agreement, the Town shall give notice of the claimed violations in writing, to the AMR and provide an opportunity to be heard and offer resolution therein at a public meeting before the Board of Selectmen.

- 2) The Board of Selectmen shall schedule the meeting not less than 14 days after giving such notice. The Town shall issue such notice in writing to the AMR. Such notice shall include any and all alleged contractual violations. The Town shall send such notice to the AMR via the US Postal Service, Certified and/or Registered Mail at the address of the successful AMR.
- 3) After the meeting with the Board of Selectmen, the AMR shall have the opportunity to cure said violations, within 10 days. Details of the cure shall be provided by the AMR to the Board of Selectmen in writing and shall be sent to the Board of Selectmen via the US Postal Service, Certified and/or Registered Mail at the address of the Board of Selectmen.
- 4) Should the AMR fail to cure said violations within 30 days, the Board of Selectmen may terminate the contract after providing the AMR notice of termination. The AMR shall be sent notice of termination in writing within 24 hours of the Town's decision. Said notice shall be sent to the AMR via the US Postal Service, Certified and/or Registered Mail at the address of the successful AMR.
- 5) Should the Town terminate the contract as aforesaid, the Town shall have the right to contract said service from another qualified party. The AMR shall refund any remaining service fees, if already paid, from the termination date to the end of the respective fiscal year in which the termination occurred. The AMR is in no way liable or financially responsible for any increase in costs, (other than the performance bond to the Town) or service fees paid to the new contractor.
- 6) AMR will bill and keep all fees for emergency medical services provided from its ambulances. AMR will be responsible for the collection of any and all fees due and owing to it by those persons furnished with emergency medical services. AMR may bill a patient for any charge not covered by a third party payor. However, AMR may not receive in return for any emergency service provided under this Agreement, a total payment from a patient and any third party payers in excess of AMR's usual and customary rate.
- 7) The AMR reserves the right to take whatever collection steps necessary in regards to accounts that are paid directly by third party insurers to the patients or their heirs, for services rendered under this agreement.

N) Replacement Operation:

Should the Town purchase an ambulance, hire the appropriate personnel, obtain a State BLS or ALS license for patient transportation, the Town may notify the AMR thirty (30) days in advance of availability of the Town to provide back-up services, in addition to the AMR under section A (2).

Back-up procedures shall be as follows:

- 1) If the AMR is unable to arrive at the scene of a 911 request within 12 minutes for a patient whose condition is determined to be priority 3; or the AMR is unable to arrive at the scene of a 911 request within 12 minutes for a patient whose condition is determined to be priority 1 or 2 as defined by the Massachusetts OEMS Region V protocols, the Town will transport the patient at its sole discretion to an appropriate medical facility.

- 2) If the AMR unit and the Town unit are on scene, the AMR shall transport the patient, unless the Town unit is an ALS unit and the AMR unit is BLS and the emergency requires an ALS transport.
- 3) If the emergency were a priority 1 or 2 and requires transportation by the Town's BLS ambulance to an ALS intercept ambulance, the Town would transport the patient.

Should the Town transport patients inconsistent with these guidelines to an extent that reduced patient billing materially impacts the financial viability of this agreement and if the Town, at that time has both an ALS and a BLS unit licensed and in service, the AMR may, at its option, be released from all obligations of this agreement upon 90 days written notice to the Town. Material Impact, for this purpose, shall be defined as a reduction in patient billing of 10 % or greater in a six-month period, compared to the six-month period immediately prior to the six-month period of reduced patient billing.

If the Town transports patients inconsistent with these guidelines as determined by the AMR, the AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The E.M.S. Committee shall investigate violations and present their findings in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law. After a full review, including the hearing with the Selectmen, the AMR was successful, the Town will be obligated to the AMR for the full amount that would have been billed by the AMR had they provided the transportation, when funds are available.

O) Amendments to Contract

The EMS Committee would negotiate any additional amendments to the contract and present those amendments, in writing, to the Board of Selectmen, for their approval for the duration of this contract.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals on
This 30th day of June 2008.

AMERICAN MEDICAL RESPONSE OF MASSACHUSETTS, INC.

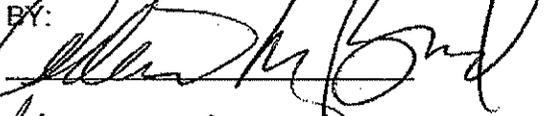
BY: 
Signature

Brendan McNeill, GM
Print Name and Title

Signature

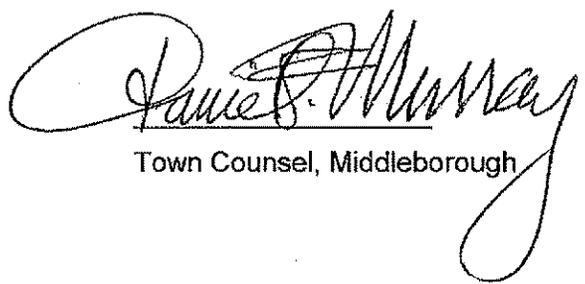
Print Name and Title

Town of Middleborough

BY: 

Marybeth Brucelle
Tom P. Spataro
Michael Murphy
Board of Selectmen

Approved as to form:


Town Counsel, Middleborough

Pursuant to M.G.L. c. 62C, section 49A, I certify under the penalties of perjury that American Medical Response of Massachusetts, Inc. has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Signature, American Medical Response Representative

6/30/08
Date