

NEW BUSINESS

3-15-10



**TOWN OF MIDDLEBOROUGH
HEALTH DEPARTMENT**

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

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

MEMO

TO: Board of Selectmen

FROM: Jeanne Spalding, Health Officer

DATE: February 26, 2010

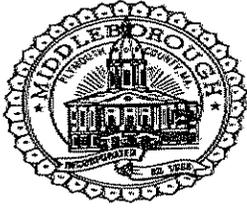
RE: Public Health Mutual Aid Agreement

As some of the Board may remember, the Town of Middleborough is part of the Plymouth Emergency Planning Coalition. As a member of this coalition, the State Department of Public Health had requested that all the communities sign on to a mutual aid agreement similar to what police and fire have. In 2006, we sent the draft mutual aid agreement to Town Counsel to review and then it was voted on at town meeting. (see attached article #29)

As we were one of the first communities to pass this initiative at the time, it was advised by town counsel that we sign on to an agreement with towns that have also signed on a town by town basis.

More than half of the coalition communities have signed on at this point so I have listed them on the document. If additional communities sign on at a later date, I will prepare a successor document for your approval.

I request that the Board sign this document at this time as approved by Town Meeting.



**Town of Middleborough
Board of Health**

SCENARIOS FOR USE OF MUTUAL AID

Oil truck tips over in Anytown, MA.

Public Health Director must be on site for clean-up. PHD had scheduled a public pool inspection – pool cannot be opened until this occurs – event scheduled for following day at pool. Anytown can make a request under mutual aid to have another community conduct the pool inspection. Anytown can ask for assistance from another community with environmental expertise to monitor the fuel truck cleanup.

Giardia outbreak in Somewhere, MA, with 140 possible exposures.

Contact tracing to be done by Somewhere public health nurse (.5 FTE). Somewhere can ask for mutual aid from other communities with staff trained in public health nursing/communicable disease control to conduct phone interviews of Somewhere residents.

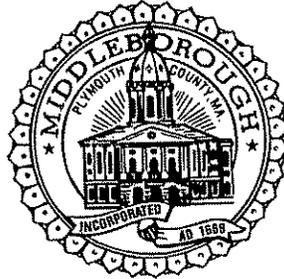
Shortage of flu vaccine prompts communities to conduct regional flu clinics.

Three communities propose to conduct one clinic at a Mall in Your Town to serve residents of all three towns. Under mutual aid, Your Town could request public health staff from other communities to work at the clinic. This includes not only nurses administering vaccine, but also clerical staff assisting in form completion, health education.

Food worker infected with Hepatitis A in My Town, MA.

My Town determines need to offer IG clinic for restaurant customers who dined there during the food worker's infectious period. My Town asks region members for assistance organizing the clinic. Initial requests are for equipment such as syringes and alcohol wipes, as well as for people – nurses to administer vaccine.

2000 people appear for the IG clinics – prompting additional requests for assistance from My Town - public health administrative staff to conduct intake, physically move people through the clinic, and provide assistance in completing necessary forms. Additional needs are for people to address folks in line waiting for shots, trained people to talk to media, and staff and forms to track supply usage and hours. As a signator of the mutual aid agreement, My Town can ask for assistance from any region member.



TOWN OF MIDDLEBOROUGH

Mutual Aid Agreement among Public Health Agencies in Emergency Preparedness Region 5

This Mutual Aid Agreement (“Agreement”) is entered into by and between the public health agencies of the following cities and towns: Avon, Bridgewater, Brockton, Carver, Duxbury, East Bridgewater, Kingston, Marion, Marshfield, Mattapoisett, Plymouth, Plympton, Rochester, Rockland, Wareham, Whitman.

Section 1: Purpose

The purpose of this Agreement is to provide for mutual aid and assistance between the municipalities entering into the Agreement when the resources normally available to a municipality are not sufficient to cope with a situation which requires public health action. The health and well being of a community will best be protected through the concerted efforts of multiple public health agencies providing assistance to one another. The promotion and coordination of this assistance through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

This Agreement is in no way intended to substitute for the ordinary public health activities of any city or town. The parties intend that designees from the Sending Agency will not operate as the sole personnel of the Receiving Agency.

Section 2: Authority

Pursuant to M.G.L. Chapter 40, Section 4A, mutual aid agreements may be made among municipalities or municipal agencies, with the authorization of the City Council and Mayor in a city, and of Town Meeting in a town.

Section 3: Definitions

Authorized Representative means an official of a signatory entity who is authorized to request, offer, or otherwise provide assistance under this Agreement, and is authorized by law to execute a contract in the name of a governmental unit. A member/designee of the public health agency, if so authorized shall be the authorized representative. If a member/designee of the public health agency is not authorized, the authorized representative shall be the chief executive officer or other officer so authorized; and this officer shall work jointly with a member/designee of the public health agency.

Mutual Aid means aid to another public health agency in the form of personnel, equipment, facilities, services, supplies, or other resources appropriate to public health programs, including but not limited to inspections; vaccination clinics; centers for the distribution of pharmaceuticals; administrative assistance; specimen collection, conveyance, and testing; consulting; environmental assessment; and other programs.

Public Health Agency means the appropriate and legally designated health authority of the city, town, or other legally constituted governmental unit within the Commonwealth having the usual powers and duties of the board of health or health department of a city or town.

Receiving Agency means the public health agency requesting mutual aid from another public health agency.

Region means one of the Emergency Preparedness Regions established by the Massachusetts Department of Public Health.

Sending Agency means the public health agency that provides mutual aid to another public health agency.

Section 4: Other Agreements

This Agreement recognizes and does not supersede present and future mutual aid agreements or intermunicipal agreements among the signatories of this Agreement.

This Agreement does not limit any party jurisdiction's ability to enter into mutual aid agreements in the future with neighboring municipalities and public health agencies, whether inside or outside Region 5.

Section 5: Requests for Assistance

1. The public health agency of each party jurisdiction shall designate an authorized representative in accordance with Section 3. The authorized representative of a Receiving Agency may request the assistance of another party jurisdiction by contacting the authorized representative of that jurisdiction. The authorized representative of a Sending Agency may authorize the sending of mutual aid.

2. The provisions of this Agreement shall apply only to requests for assistance made by and to the authorized representative.
- A. Requests may be verbal or in writing.
 - B. If verbal, the request shall be confirmed in writing at the earliest possible date, but no later than 10 calendar days following the verbal request.
 - C. Written requests shall provide the following information:
 - (1) A description of the function for which assistance is needed;
 - (2) The amount and type of personnel, equipment, materials, services, supplies, and/or other resources needed, and a reasonable estimate of the length of time they will be needed; and
 - (3) The specific place and time for staging of the Sending Agency's response and a point of contact at that location.
 - D. The parties recognize that especially during an emergency, the requirements for protection of the public health and safety may require work, services, or supplies beyond that contained either in an oral or written request (confirmation). Nothing in this Agreement should be construed to limit the ability of either agency or its personnel to respond in any manner necessary for the preservation of the public health and safety. To the extent such services or supplies are extended, the provisions of this Agreement shall apply.

Section 6: Limitations

1. The provision of mutual aid is voluntary. Neither the Sending nor Receiving Agency shall be required to deplete its own resources.
2. The extent of assistance to be furnished under this Agreement shall be determined solely by the Sending Agency, and the assistance furnished may be recalled at the sole discretion of the Sending Agency; provided however, that the Receiving Agency shall determine the scope of services to be delivered by the Sending Agency. Unless otherwise specified by the Receiving Agency in its request for assistance or otherwise, persons from the Sending Agency shall have the same legal enforcement authority in the receiving community as other persons serving in similar capacities in the Receiving Agency.

Section 7: Supervision and Control

1. Personnel sent to assist another community under this Agreement will continue under the command and control of their regular supervisors, but they will come under the operational control of the Receiving Agency. The Receiving Agency may use an incident command system (ICS) or unified command system.
2. Employees shall remain employees of their own agencies at all times. Each agency, sending or receiving, shall be responsible for its own employees' wages, benefits, and similar obligations.

Section 8: Powers and Rights

Each Receiving Agency shall afford to the personnel of any Sending Agency operating within the Receiving Agency's jurisdiction the same powers and rights as are afforded to like personnel of the Receiving Agency.

Section 9: Liability

1. Each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. Each party agrees to indemnify and hold harmless the other parties to this Agreement from liability resulting from the acts and omissions of its own employees, including travel, in the performance of this Agreement to the extent the indemnifier would otherwise be liable under a direct claim pursuant to M.G.L. c. 258.

2. By entering into this Agreement, none of the parties have waived any governmental immunity or limitation of damages which may be extended to them by operation of law.

3. This Agreement is by and between the municipalities which have executed it. Each states that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This Agreement is not intended to confer third party beneficiary status on any person.

Section 10: Workers Compensation

If applicable, each party jurisdiction shall provide for the payment of workers compensation and death benefits to the personnel of its own jurisdiction.

Section 11: Reimbursement

1. Under this Agreement, there is no expectation of automatic or contractual reimbursement for the provision of any mutual aid. However, the parties may develop compensation agreements separately or within the context of this Agreement.

2. In the event of an emergency requiring state or federal assistance, Sending and Receiving Agencies may apply for any type of state or federal assistance.

3. In any fiscal year in which a Sending Agency provides service to a Receiving Agency under this Agreement, both agencies shall keep records appropriate to record the services performed, costs incurred, and reimbursements and contributions received. Such records shall be available for, and shall be subject to, audit as is otherwise required by law for municipal financial records. Such records shall also be summarized in a financial statement that will be issued to the Receiving Agency, and to any other participant in the Agreement upon request.

Section 12: Implementation

- 1. This Agreement shall be binding and in effect after it is signed in accordance with the local charter or bylaws, and upon its approval by the legislative body, of any two municipalities.
- 2. Additional parties may join this Agreement upon acceptance and execution of it.

Section 13: Term of Agreement

This Agreement is to remain in effect for twenty-five years from the date of execution, at which time it may be extended in accordance with Massachusetts law. Any party may withdraw from this Agreement at any time by sending fourteen (14) days' prior written notice to all other parties. This Agreement shall continue to be in effect among the remaining parties.

Section 14: Severability

Should any portion of this Agreement be judged to be invalid by any court of competent jurisdiction, such judgment shall not impair or invalidate the remainder of this Agreement, and for this purpose the provisions of this Agreement are declared severable.

Approved at Town Meeting for the Town of Middleborough in accordance with Town Meeting Article #29 at the June 12, 2006 Town Meeting allowing the Board of Health to enter into one or more intermunicipal agreements to provide public health services.

Town of Middleborough Board of Selectmen acting as - The Town of Middleborough Board of Health

Date: _____

Chairperson: Patrick E. Rogers _____

Member: Marsha L. Brunelle _____

Member: Muriel C. Duphily _____

Member: Stephen J. McKinnon _____

Member: Alfred P. Rullo, Jr. _____



Old Colony Callers Association

Est. 1948

Charlie Trapp President

Dear Sirs,

Please find the attached rental agreement for a OCCA 55th Anniversary/Scholarship Dance to be held on June 13th, 2010, We held the same dance last year and would like to do the same this year. Bud Soule [Middleboro] has been in contact last year and this year. [508]947-1918 I am enclosing a check as requested(\$100.00 deposit).

Our Insurance runs from April to April and as soon as we renew in April I will forward the Insurance forms as required, they require a know renewal before they ship one out .

I know Bud is going on a vacation soon. If you have any questions please call me at 508-866-3055.

Thank you for the use of the Hal. All had a great time last year and as is our practice we will leave it in the same condition as w e arrived.

Charlie Trapp



President OCCA

Old Colony Callers Assoc.

APPLICATION AND UTILIZATION AGREEMENT
TOWN HALL
MIDDLEBOROUGH, MASSACHUSETTS

PLEASE SUBMIT PAYMENT WITH APPLICATION

DATE OF APPLICATION 2-10-2010

ORGANIZATION/INDIVIDUAL OLD Colony CALLERS Assoc. Kharbe TRAP?

ADDRESS PO Box 14

CITY, STATE, ZIP HALEFAX, MA 02338-0014 TEL # 508-866-3055

CO-APPLICANT (BARTENDING SERVICE) _____

OWNER NAME _____

ADDRESS _____

CITY, STATE, ZIP _____ TEL. # _____

DATE(S) OF EVENT 6-13-2010 APPROXIMATE NUMBER OF PARTICIPANTS 40-50
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED 1 PM TO 7 PM

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

BRIEFLY DESCRIBE TYPE OF ACTIVITY ASCOG Anniversary + Scholarship Dance

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

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

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

Food will be served YES Name of Caterer NONE 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 SOUND 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.

Don Triner
Chairman

Telephone: 508 923 0505
Cell phone: 508 397 7567

MEMORANDUM

To: Middleborough Board of Selectmen

From: Don Triner
Chairman of the Oak Point Veterans' Association
Support the Troops Project

Subject: Request for: One Day Liquor License.

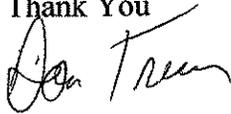
Date: March 8, 2010

Oak Point Veterans is hosting a "Meet the Candidates" night sponsored by Oak Point & Muckey's Liquors.

Candidates running for all Middleborough offices, regardless of party affiliation, will be invited to attend. This event is being held at Oak Point and all Middleborough voters are encouraged to attend.

The function is scheduled for Wednesday March 24, 2010, from 7:00 to 9:00, in the Ballroom at Oak Point. Each candidate will be given 5 minutes to outline their qualifications and to address what they consider to be the challenges of the position they hope to fill. Order of appearance will be by office and then coin toss. There will be no questions and answer session after the candidate speaks. Once all candidates have spoken we will entertain a meet and greet hour. At this time the candidates will be invited to roam the crowd and answer any questions the voters may have. A cash bar provided by Muckey's Liquors will be in full service with refreshments on hand during this event.

Thank You



CRANBERRY CAPITAL
OF THE WORLD



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

Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 3-11-10
 NAME OF APPLICANT Muckey's liquor
 ADDRESS OF APPLICANT _____
 ASSESSORS MAP & LOT _____
 NAME OF BUSINESS Muckey's Liquor
 OWNER OF PROPERTY TO BE LICENSED Oakpoint LLC
 ADDRESS OF PROPERTY TO BE LICENSED Oakpoint Veterans' Assoc.
 ASSESSORS MAP & LOT _____ 200 Oakpoint Drive.

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand Furniture _____
 Class I License _____
 Class III License _____
 Common Victualler _____
 2nd Hand Clothing _____
 Class II License _____
 Liquor License one-day Altlc.
 Other _____

Anticipated Start Date for Business _____
 Hours requested: _____

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain:
yes. various events

Signature David Tam

DATE OF HEARING _____

APPROVED/DENIED

Do not write below line: To be Completed by Treasurer/Collector:

Please inform this department, as well as the Board of Selectmen, as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? NO

PROPOSED CHANGES

TOWN OF MIDDLEBOROUGH LETTERHEAD

Dear Prospective Renter:

Welcome to Middleborough Town Hall. The Town of Middleborough is excited to offer our renovated historic hall for your function, activity or event.

We hope that this beautifully restored building will serve the needs of our residents, business and civic groups for years to come.

We encourage you to enjoy the use of this building while respecting it's historic nature and protecting its' newly renovated beauty.

If you have any questions, concerns or feedback - please let us know at (508) 946 - 2405.

Middleborough Board of Selectmen

FREQUENTLY ASKED QUESTIONS

How do I schedule an event? Please contact the office of the Board of Selectmen at (508) 946 - 2405. Rental agreement applications are also available on line and at various town building locations.

What about Keys? If your event is approved, keys may be signed out from the office of the Board of Selectmen, Monday through Thursday from 8:30 am until 4:00 pm. Keys should be returned within 2 days after your event and may be dropped off after normal work hours in the tax drop off slot at the side of Town Hall by the parking lot.

May I serve liquor? To serve liquor, you must obtain a liquor distribution permit from the Board of Selectmen. Please be aware that these liquor distribution permits require you (or your caterer or contract bartender) to provide the town with special liquor liability insurance. Plan early as the liquor distribution permit process may take several weeks to complete.

May I get in early/leave late? No. We schedule according to the block of time assigned to your rental. There may be another group immediately before or after you. Please schedule your rental to include sufficient time to set up before and clean up after your event.

May I store items for use next time? No. At this time we do not have any option for on-site storage of items.

How do I pay for the event? Three checks are required. The first is for the full amount of the rental for the event that is unrefundable unless three days notice is given of cancellation of the event.

The second is a \$ 100.00 cleaning deposit that may be used and returned if not.

The third is a \$ 500.00 for a security deposit and returned if town hall is not damaged.

How does the cleaning deposit work? For any event that includes food or drink (and at our discretion - for any other event) - you will be asked to provide us with a \$ 100.00 refundable cleaning deposit in the form of check or cash, separate from your rental fee. If we determine that additional cleaning is needed after your event, we will keep the deposit. There are brooms and mops in the janitor's closet on the second floor. If not, you may reclaim your deposit four (4) business days after your event.

MIDDLEBOROUGH TOWN HALL RENTAL AGREEMENT

The applicant named below requests to rent the Town Hall, 5 Nickerson Avenue - Middleborough - under the following conditions:

1. Rental is made to a Town of Middleborough resident. (?)
2. No alcohol on premises without a valid liquor distribution permit.
3. Applicant is required to return the building to the condition in which it was found. Should janitorial services be required, a reasonable fee will be assessed to the user.
4. No lit candles - smoke machines - fireworks or any type of incendiary device may be used.
5. Total number of attendees may not exceed _____. (fire size capacity ?)
6. The undersigned has read the attached regulations governing the use of the historic town hall and has agreed to comply and to assume full responsibility for any damage or loss to the Town as a result of use and/or misuse by the renter or their invitees and agrees to reimburse the Town for said loss.
7. The undersigned further assumes personal responsibility for any and all liability to any person(s) arising out of the use and agrees to hold the Town and their agents harmless from and indemnify them against any and all claims, liability and damages resulting from the use of this town hall, by anyone at the event held herein.

PLEASE return this completed application of the Office of the Board of Selectmen - 5 Nickerson Avenue - Middleborough, MA 02346 at least 15 days prior to the intended rental date.

Name _____ Application Date _____

Address _____ Phone No. _____

Signature _____ Date of rental _____

Time(s) of rental _____ Type of Function _____

Planned number of attendees _____

Charges **Up to 8 Hours**

Private Function Resident	\$350.00
Private Function Non-Resident	\$100.00
Non Profit Organization	\$200.00
Town Affiliated Non Profit Organizations	\$150.00

- | | | | |
|----|----------------------------------|-----------|-----------|
| a. | Security/Cleaning Deposit Recv'd | \$ 500.00 | _____ yes |
| b. | Fee - (amount \$ _____) | | _____ yes |
| c. | Insurance (Alcohol) | | _____ yes |
| d. | Custodial Fee | | _____ yes |