NEW BUSINESS
4-12-10

SOUTHEASTERN REGIONAL PLANNING & ECONOMIC DEVELOPMENT DISTRICT
88 BROADWAY ✦ TAUNTON, MA 02780-2557

Acushnet
Attleboro
Berkley
Carver
Dartmouth
Dighton
Fairhaven
Fall River
Freetown
Lakeville
Mansfield
Marion
Mattapoisett
Middleborough
New Bedford
N. Attleborough
Norton
Plainville
Raynham
Rehoboth
Rochester
Seekonk
Somerset
Swansea
Taunton
Wareham
Westport

March 24, 2010

Chair, Board of Selectmen
20 Center Street - 2nd Floor
Middleborough, MA 02346

Dear Sir/Madam:

Every year at this time, **Mayors, Boards of Selectmen and Planning Boards** are requested to make 3 critical appointments to the Commission of the **Southeastern Regional Planning and Economic Development District (SRPEDD).**

1. In accordance with Chapter 40B, Section 12, **Mayors and Selectmen** shall appoint themselves, or a delegate to represent them, on the SRPEDD Commission.
2. **Planning Boards** shall also appoint one of their members, or a delegate to represent the board, for your community's second seat on the SRPEDD Commission.
3. **Mayors and Boards of Selectmen** are also requested to appoint a representative (and an optional alternate) to the **Joint Transportation Planning Group (JTPG)**, which advises on matters of transportation policy and funding priorities.

These appointments will fill the term from May 26, 2010 through May 31, 2011.

In 2009-2010, your community was represented by the following appointees:

SRPEDD Commission: (Does not allow for an alternate.)

Mayor/Board of Selectmen Representative:	Stephen McKinnon
Planning Board Representative	Ruth McCawley Geoffroy

JTPG: (Appointed by the Mayor/Board of Selectmen)

Delegate:	Charles Cristello
Alternate (optional):	Ruth McCawley Geoffroy

Attached are Information Sheets and Appointment Forms for the SRPEDD Commission (in yellow) and the Joint Transportation Planning Group (JTPG) (in orchid).

Please give this request some consideration, fill out the forms and return by April 22. If you have any questions, please call, fax or email (njbumbaugh@srpedd.org) Nancy Bumbaugh at this office.

Sincerely,

Susan Peterson

Susan Peterson
Chairman, SRPEDD Commission

cc: SRPEDD Commissioners, JTPG Members & Alternates

Voice: (508) 824-1367 ✦ Fax: (508) 823-1803 ✦ E-Mail: info@srpedd.org ✦ Website: www.srpedd.org

FACT SHEET

JOINT TRANSPORTATION PLANNING GROUP (JTPG) AT SRPEDD

The Joint Transportation Planning Group (JTPG) is the regional advisory group for all issues pertaining to transportation in southeastern Massachusetts. It consists of representatives of the chief local elected officials from each of our 27 member cities and towns. Each year, we ask that each municipality appoint or reappoint its designee to the JTPG to serve a term commencing May 26, 2010 through May 31, 2011.

Meeting approximately eight times per year on the first Wednesday of the month, the primary responsibilities of the JTPG are:

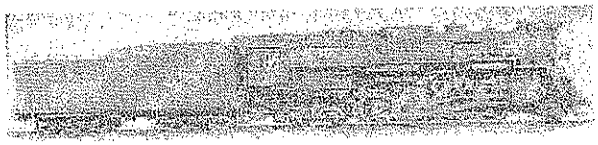
- Advise the Massachusetts Highway Department, Federal Highway Administration, SRPEDD Commission, and regional transit authorities on
- transportation issues related to the region;

- Prepare the Transportation Improvement Program (TIP), the document that programs all federally funded transportation projects;
- transportation planning process; and

- Provide a forum for citizen participation in the transportation planning process.

Appointing a delegate who is able to attend meetings is important. Please stress to your appointee that they are expected to attend meetings and communicate back to their appointing board.

If an appointee cannot attend a meeting, an alternate (optional) can be appointed to attend on behalf of the City/Town.



JOINT TRANSPORTATION PLANNING GROUP (JTPG)

MUNICIPAL REPRESENTATIVE APPOINTMENT
2010 - 2011

Please be advised that the following individual, _____ has been appointed to represent the City/Town of _____ on the ***Joint Transportation Planning Group*** for the period May 26, 2010 to May 31, 2011.

Signed: _____

Mayor/Chair, Board of Selectmen

****

Please Verify Contact Information for JTPG Appointees

JTPG REPRESENTATIVE

Name: _____

Street: _____

City/Town: _____

Telephone: _____

Fax: _____

Email address: _____

(If Appointed) Please Verify Contact Information for JTPG Alternates

ALTERNATE: (OPTIONAL)

Name: _____

Street: _____

City/Town: _____

Telephone: _____

Fax: _____

Email address: _____

PLEASE RETURN THIS FORM BY MAIL OR FAX (508-823-1803)
BY APRIL 22
NANCY BUMBAUGH - SRPEDD, 88 BROADWAY, TAUNTON, MA 02780

FACT SHEET

SRPEDD COMMISSION

Your delegate will be expected to participate in the activities of the District, which will include:

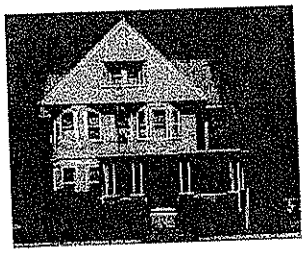
- ✔ Setting regional policy in transportation, land use and economic development;
- ✔ Working with other local representatives on regional solutions to the problems facing all cities and towns;
- ✔ Determine where federal transportation funding should be spent in the region (Transportation Improvement Program (TIP));
- ✔ Priority setting for economic development projects throughout the region (Comprehensive Economic Development Strategy (CEDS));
- ✔ Reviews of developments in the region for environmental and traffic impact;
- ✔ Learning about activities in neighboring cities and towns in the region.

In addition, your city or town must have an appointed commission delegate to qualify for Municipal Assistance time from SRPEDD.

The Commission meets on the fourth Wednesday of the month, approximately 8-10 times a year. (The Executive Committee meets on those months the Commission does not.) There is a guest speaker at many meetings, addressing diverse topics of interest to the region.

Appointing a delegate who is able to attend meetings is important. Please stress to your appointee that they are expected to attend meetings and communicate back to their appointing board.

If an appointee cannot attend a meeting, the appointing board can authorize (by letter/Fax to SRPEDD) another individual to attend on behalf of the City/Town.



2010/11 SRPEDD COMMISSION DELEGATE APPOINTMENT FORM

Please be advised that _____ has been appointed to represent the (check one) Mayor [ ], Bd. of Selectmen [ ], Planning Bd. [ ] of the City/Town of _____ on the SRPEDD Commission for the period May 26, 2010 to May 31, 2011.

Signature: _____

(Mayor; Chair, Board of Selectmen; Chair, Planning Board)

Date: _____

****

Please Verify Contact Information for SRPEDD Commissioner Appointees

SRPEDD Delegate:

Name: _____

Street: _____

City/Town: _____

Telephone: _____

Email Address: _____

PLEASE RETURN THIS FORM BY MAIL OR FAX (508-823-1803)
BY APRIL 22
NANCY BUMBAUGH - SRPEDD, 88 BROADWAY, TAUNTON, MA 02780

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

April 7, 2010

Board of Selectmen
Town Hall
Middleborough, MA 02346

RE: Auction of Foreclosed Property

Dear Honorable Board;

The Town Manger and I have performed a review of foreclosed Town properties. We would like the Board to approve the sale of the following properties at auction.

Beach Street Map 111-2578 formerly owned by George & John Williams, Trs

46 Miller Street Map 080-5852 formerly owned by Frances E. Pratt a/k/a Ella Pratt, f/k/a Ella Walsh

99 Plympton Street Map 034-4244 formerly owned by John R. Moran & John F. Haywood, CC Financial Services Inc.

Very truly yours,

Judy M. MacDonald
Treasurer/Collector

APPLICATION AND UTILIZATION AGREEMENT
TOWN HALL
MIDDLEBOROUGH, MASSACHUSETTS

PLEASE SUBMIT PAYMENT WITH APPLICATION

DATE OF APPLICATION 3/22/10

ORGANIZATION/INDIVIDUAL The Rachel Park Dance Ctr.

ADDRESS P.O. Box 694, Middleboro, Ma 02346

CITY,STATE,ZIP _____ TEL # 508-946-2380

CO-APPLICANT (BARTENDING SERVICE) _____

OWNER NAME Rachel Park

ADDRESS 80 Miller Street

CITY,STATE,ZIP Middleboro TEL. # 508-947-3176

DATE(S) OF EVENT May 23 APPROXIMATE NUMBER OF PARTICIPANTS 50
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED 11:30 TO 4:00

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

BRIEFLY DESCRIBE TYPE OF ACTIVITY Dance Performance

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? _____. 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 # 5650 (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

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 personnel 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 X PA system/Podium set up X Piano_____

I/we agree to the following additional conditions:

_____

_____

_____

The governing body of the renting organization named below met on_____200___ 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.

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.

Deborah K Park, Studio Mgr.
Authorized Signature of Organization

DEBORAH K. PARK, Studio Manager
Name —Please Print

The Rachel Park Dance Ctr.
Individual Signature

The Rachel Park Dance, Ctr.
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.)

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, Deborah K. Park, 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) Deborah K Park

(Date) 3/22/10

(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.--

TOWN OF MIDDLEBORO
INSURANCE REQUIREMENTS
FOR
USE OF TOWN OWNED FACILITIES

Name of Organization: The Rachel Park Dance Center
Address: P.O. Box 694
City, State, Zip: Middleboro, Ma 02739

Description of Function: Dance Performance

Location of Town Facility: GRAND Ballroom - Town Hall
Date and Time of Use: May 23 11:30 - 4:00

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: Certificate Enclosed
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

OP ID RK
RACHPA1

DATE (MM/DD/YYYY) 03/17/10

PRODUCER
Gammons Insurance Agency
PO Box 1235
328 Bedford Street
Lakeville MA 02347
Phone: 508-947-3460 Fax: 508-947-6844

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 #
INSURER A: Insurance Innovators Agency	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
The Rachel Park Dance Center
58 Walnut Street
PO Box 694
Middleboro MA 02346

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	SCP0570839	09/19/09	09/19/10	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED EXP (Any one person)	$ 1000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ included
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		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

Provides coverage for General Liabilty per the above policy for use of property owned by the town of Middleboro

CERTIFICATE HOLDER

MIDDLEB

TOWN OF MIDDLEBORO

MIDDLEBORO MA 02347

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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
Lewis Gammons Insurance Agency

© ACORD CORPORATION 1988

APPLICATION AND UTILIZATION AGREEMENT
TOWN HALL
MIDDLEBOROUGH, MASSACHUSETTS

PLEASE SUBMIT PAYMENT WITH APPLICATION

DATE OF APPLICATION 3/23/10

ORGANIZATION/INDIVIDUAL MHS Class of 2011

ADDRESS 71 East Grove St

CITY,STATE,ZIP Middleboro, MA TEL # 508-946-2010

CO-APPLICANT (BARTENDING SERVICE) n/a

OWNER NAME

ADDRESS

CITY,STATE,ZIP TEL. #

DATE(S) OF EVENT 5/15/10 APPROXIMATE NUMBER OF PARTICIPANTS 260
(ATTACH SEPARATE SHEET IF NECESSARY)

TIME OF DAY(S) REQUIRED FRIDAY, 5/14 5-10PM TO SAT 5/15 9-11am + 5-12:30am

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

BRIEFLY DESCRIBE TYPE OF ACTIVITY Jr Prom

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

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

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

Food will be served ✓ Name of Caterer D'Avila Telephone # 508-823-2047

***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 tables

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

Rental Deposit (Bond) $100.00 Check # 10355 dated 6/16/09 (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.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, Sean Kinney, 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) Sean L. King

(Date) 3/23/10

(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.--

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.

Sean King Class Advisor
Authorized Signature of Organization

Sean Kinney Class Advisor
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.)

Michele Copy for your records

Client#: 139326 MIDDLEBORO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2010

PRODUCER
HUB International New England
222 Milliken Blvd
Fall River, MA 02722
508 235-2200

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 #
INSURER A: Argonaut Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Town of Middleborough
Nickerson Avenue, Town Hall
Middleboro, MA 02346

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	MGL700064801	07/01/09	07/01/10	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$3,000,000
						PRODUCTS - COMP/OP AGG	$1,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	MBA700064801	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY OCCUR [X] CLAIMS MADE DEDUCTIBLE RETENTION $	MXS700064801	07/01/09	07/01/10	EACH OCCURRENCE	$1,000,000
						AGGREGATE	$1,000,000
							$
							$
							$
		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

RE: Prom set up taking place 5/14 & 5/15/10

CERTIFICATE HOLDER

*** Evidence of Insurance ***

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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
Michael A. Chapman

 © ACORD CORPORATION 1988

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346
(508) 947-1212
Fax (508) 947-1009

Bruce D. Gates
Chief of Police

TO: Jackie Shanley
Admin. Assist. to the Board of Selectmen

FROM: Irene Hudson
Admin. Assistant to the Chief of Police

DATE: April 8, 2010

RE: Justice Assistance Grant – Revision to memo dated 4-5-10

Please have the Chairman of the Board sign the enclosed Contractor Authorized Signatory Listing and send it back to us.

The form is required to obtain funds from the Edward Byrne Memorial Justice Grant Program Local Solicitation. If approved the Middleborough Police Department will receive $7,443.75 per year for four years to investigate and successfully prosecute a higher percentage of Part 1 crimes, provide Officer overtime in the initial investigation and follow up of Part 1 crimes, provide Officer overtime for supplemental duties relating to successful investigations and, lastly, funding for monthly reporting.

The previous memo stated this was a five year grant at $5,955.00 per year.

A copy of the contract is also enclosed. If there are any questions feel free to contact me. Thank you.

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Bruce Gates	Chief of Police
Peter Andrade	Lieutenant

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____ Date:
Signature

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the *Executive Office for Administration and Finance (ANF)*, the *Office of the Comptroller (CTR)* and the *Operational Services Division (OSD)* for use by all Commonwealth Departments. **Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "➔". For Instructions and hyperlinks (italics), please view this form at:** *www.mass.gov/osc* under *Guidance For Vendors - Forms* or at *www.mass.gov/osd* under *OSD Forms*.

➔ *Contractor Legal Name* (and d/b/a): Town of Middleboro/Middleboro Police Department	*Department MMARS Alpha Code and Name*: PLY – Plymouth County District Attorney's Office
➔ *Legal Address* (from W-9): 99 Main Street, Middleboro, MA 02346	*Business Mailing Address*: 32 Belmont Street, Brockton, MA 02301
➔ *Payment Remittance Address* (from W-9): same as above	*Billing Address* (if different):
➔ *Contract Manager*: Lt. Peter Andrade	*Contract Manager*: Edward G. Jacoubs / Donna Cruise / Andrea Kenney
➔ *E-Mail Address*: peter.andrade@mpdmail.com ➔ Phone: (508) 947-1212	*E-Mail Address*: edward.jacoubs@state.ma.us Phone: (508) 584-8120
➔ Fax: (508) 947-1009 ➔ TTY:	Fax: (508) 586-3578 TTY:
➔ *State of Incorporation* (if a corporation) or "N/A": N/A	*MMARS Doc ID(s)*:
➔ *Vendor Code*: VC6000191882 *DUNS #*: 168745263	*RFR/Procurement or Other ID Number* (if applicable): N/A
MMARS Object Code: P01	*Account(s) Funding Contract*:

___ NEW CONTRACT

COMPENSATION (*Check only one*):

_X_ Total *Maximum Obligation* of this Contract $ 29,775.00 .

___ *Rate Contract* (Attach details of rate(s) units and any calculations):

The following *COMMONWEALTH TERMS AND CONDITIONS* for this Contract has been executed and filed with CTR (*Check only one*):

_X_ Commonwealth Terms And Conditions

___ Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (*Check one option only*):

___ Single Department Procurement/Single Department User Contract
___ Single Department Procurement/Multiple Department User Contract
___ Multiple Department Procurement/Limited Department User Contract
___ Statewide Contract (OSD or an OSD-designated Department)
_X_ Grant (as defined by *815 CMR 2.00*)
___ Emergency Contract (attach justification)
___ Contract Employee (Complete *Employment Status Form*)
___ Collective Purchase (attach OSD approval)
___ Legislative/Legal Exemption (attach authorizing language)
___ Other (Specify and attach documentation):

ANTICIPATED START DATE: 10/15/2009 . (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)

CONTRACT END DATE: 2/28/2013 .

___ CONTRACT AMENDMENT/RENEWAL

ENTER ***CURRENT*** CONTRACT START and END DATES (prior to amendment)

Current Start Date:_____. Current End Date:_____.

COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". **ATTACH** Amended Scope and Budget to support Amendment.)

___ NO Compensation Change (Skip to "OTHER" section below and select change)
___ Redistribute Budget Line Items (No Maximum Obligation Change)
___ Maximum Obligation Change.
a) ***Current* Total Contract Maximum Obligation**: $ _____.
(Total Contract Maximum Obligation, including all prior amendments).
b) **Amendment Amount ("+" or "-")**: $ _____.
c) ***NEW TOTAL CONTRACT MAXIMUM OBLIGATION***: $ _____.

___ Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)

___ Amend **Duration Only** (No Compensation or Performance Change)
___ Amend **Scope of Services/Performance** Only (no budget impact.)
___ **Interim Contract** (Temporary Extension to complete new Procurement)
___ **Other**: (Describe Details and Attach documentation):

ANTICIPATED START DATE: _____. (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)

NEW CONTRACT END DATE: _____.

➔ ***PROMPT PAYMENT DISCOUNTS***. Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See *Prompt Payment Discount Policy*.

___ % Within 10 Days ___ % Within 15 Days ___ % Within 20 Days ___ % Within 30 Days **OR,** Check off the following if:

_X_ Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (*Reference to attachments is insufficient*): –

The Middleborough Police Department will use the grant funds to supplement and improve their investigative capabilities. Due to the current economic times, the department has been denied an increase of their fiscal year 2010 overtime budget. Therefore, the funds will pay for the additional overtime officers would need to investigate group A crimes. With the purchasing of these goods and services the following goals and objectives will be measured:

Goal 1: To investigate and successfully prosecute a higher percentage of part 1 crimes

Objective 1:Provide Officer overtime t the initial investigation and follow up of Part 1 crimes

Objective 2: To provide Officer overtime for supplemental duties relating to successful investigations

And lastly, programmatic and financial reporting is required monthly. The Monthly Expenditure Report template along with back-up documentation and Programmatic Activity Report is due on the 10th of each month.

COPY

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, **the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals.** By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached *Contractor Certifications*, and has provided all required documentation noted with a "➔", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at *www.mass.gov/osc* under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*, the terms of the attached *Instructions*, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT *(Check one option only):***

1. _X_ the Contractor has **NOT** incurred any obligations triggering a payment obligation for dates *prior* to the **Effective Date** of this Contract or Amendment; **OR**
2. ___ any obligations incurred by the Contractor *prior* to the **Effective Date** of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final **Settlement and Release** of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

➔ X: Bruce D. Gates Date: 4-5-10
(Signature and Date Must Be Handwritten At Time of Signature)
➔ Print Name: BRUCE D. GATES
➔ Print Title: Chief of Police

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____
Print Title: _____

COPY