

NEW BUSINESS
11-14-11

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

NOTICE OF BETTERMENT AGREEMENT November 3, _____, 2011
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 April 5, 2011 with Carlos Marcal & Kelsey Canfield-Marcal
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 24 Paul Road
(insert address of property)

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

Registry of Deeds in Book 29036, Page 246
(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

Twenty Thousand One Hundred Forty One & .51/100 (\$ 20,141.51).
(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.

Alfred P. Rullo Jr., Chairman

Stephen J. McKinnon, Vice Chairman

Steven P. Spataro

Ben Quelle

Allin Frawley

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:

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

NOTICE OF BETTERMENT AGREEMENT November 3, 20¹¹
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 March 21, 2011 with Shawn Pasquarello
(insert date) (insert name(s) of property owner(s))

with respect to real estate located at 15 West Grove Street
(insert address of property)

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

Registry of Deeds in Book _____, Page _____
(insert book and page)

or filed as Document Number 532924 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

Nineteen Thousand Six Hundred Seventy Five Dollars (\$ 19,675.00).
(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.

Alfred P. Rullo Jr., Chairman

Stephen J. McKinnon, Vice Chairman

Steven P. Spataro

Ben Quelle

Allin Frawley

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:**



*Town of Middleborough
10 Nickerson Avenue
Middleborough, MA
02346*



*Town of Bridgewater
66 Central Square
Bridgewater, MA
02324*

FY 2012 INTER-LOCAL AGREEMENT

FOR MULTI-TOWN PARTICIPATION IN THE FY 2012 MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT BETWEEN THE TOWNS OF MIDDLEBOROUGH AND BRIDGEWATER

Agreement made by and between the Town of Middleborough acting by and through its Board of Selectmen and the Town of Bridgewater acting by and through its Town Council. 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 2012 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 2012 grant application.

The Town of Bridgewater has agreed to be included in the CDBG Program as a joint participant and will participate in all grant funded activities funded by the 2012 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 Board of Selectmen and Town Council 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 Bridgewater, 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 Bridgewater 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 Middleborough Board of Selectmen and the Bridgewater Town Council within thirty (30) days of its receipt.
6. For the 2012 CDBG Middleborough-Bridgewater Housing Rehabilitation Assistance Program, 5 – 7 eligible properties in the identified Bridgewater Center Target Area and 7-10 eligible properties in the identified Middleborough Center Target Area are proposed to receive home repair loan/grant assistance
7. The Town of Middleborough will be responsible for monitoring loans generated through the Middleborough-Bridgewater 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 2012 CDBG grant in the respective Town, i.e., Middleborough and Bridgewater, into the Middleborough-Bridgewater 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 Bridgewater, on Bridgewater 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 2012.
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 _____ day of November 2011.

Town of Bridgewater by

Town of Middleborough by

Board of Selectmen

Town Council



Town of Middleborough
Office of Economic & Community Development
20 Centre Street
Middleborough, MA 02346

Tel: 508-946-2402, Fax: 508-946-2413
jane kudcey@verizon.net

November 9, 2011

Memorandum

To: Alfred P. Rullo, Chair, Board of Selectmen

From: Jane Kudcey, Middleborough Office of Economic & Community Development

RE: FY 2012 Middleborough and Bridgewater Community Development Block Grants (CDBG) Application Draft Environmental Review Documentation

In order to satisfy the Environmental Review Record (ERR) requirements with the Department of Housing & Community Development, in regard to the above grant application, an Environmental Certifying (EC) Officer must be designated by the Town's Board of Selectmen and documented by the Chief Elected Official.

In the past, the Town has designated Robert J. Whalen, Building Commissioner as the Environmental Certifying Officer (ECO). It is, however, the Board's decision as to who is to be designated for this position.

Please fill in the appropriate name and identifying position of that person. The Exhibit I should then be signed by the CEO (in BLUE INK) and accompanied with a letter of the Board's decision, directed to this office. Please return both to OECD for inclusion in the ERR.

Please contact me with any questions. Thank you for your assistance.

Exhibit I

DESIGNATION OF ENVIRONMENTAL CERTIFYING OFFICER

In my capacity as Chair of the Board of Selectmen for the Town of Middleborough, Massachusetts, I designate Robert J. Whalen, currently holding the position of Town Building Commissioner, to be the Town's Environmental Certifying Officer for the Community Development Fund 2012 CDBG Grant and for other grants through DHCD, Community Development Block Grants.

Chair, Middleborough Board of Selectmen

Date

**Joint Application Authorization Form
Federal FY 2012 CDBG Applications**

MUNICIPALITY: Middleborough

Signature of Chief Elected Official

Typed Name of Chief Elected Official

Title of Chief Elected Official

RENT REGULATORY AGREEMENT

This Agreement is entered into this 7th day of September, 2011, between Kevin S. Stewart, Stacey L. Stewart, Eunice C. Stewart and William F. McGue, with an address of 19 Forest Street, Middleborough, MA 02346, owner of the property at 19 Forest Street, Middleborough, MA and their successors, heirs and assigns (hereinafter collectively referred to as "Borrowers") and the undersigned TOWN OF MIDDLEBOROUGH, acting through the Director of the Town's Office of Economic & Community Development (OECD), located at 20 Centre Street, 3rd Floor, Middleborough, MA 02346 and its successors and designees (hereinafter called "Director").

The Borrowers' execution of this Agreement is a condition of approval on behalf of the Director for a Deferred Payment Loan in the amount of Sixty Nine Thousand Four Hundred Fifteen Dollars and 00/100 (\$69,415.00) for the rehabilitation of the three family property located at 19 Forest Street, Middleborough, MA which has or will have residential dwelling units after rehabilitation (hereinafter called the "Property").

With respect to the Property, Borrower hereby agrees for a period of fifteen (15) years from the completion of rehabilitation as specified in Paragraph 11. hereof that :

1. Borrower agrees during the term of this Regulatory Agreement to furnish each tenant at the time of execution of renewal of any lease, or upon initial occupancy if there is no lease, with a written notice in the following form:

"The rents charged tenants in this building are subject to a Regulatory Agreement between the landlord and the Town of Middleborough, MA for a period of fifteen (15) years from completion of rehabilitation, financed in whole or part by funds provided under the Massachusetts CDBG Program. One copy of this Agreement will be made available to each tenant by landlord upon request, along with a Rent Schedule (Attachment A) for the unit to be occupied by said tenant."

The inclusion of the foregoing language in any lease shall be conclusive evidence of its receipt by the tenant. If there is no lease, Borrower shall maintain a file copy of each such notice delivered to each tenant, with a signed acknowledgment of receipt of the tenant (*Attachment B*).

2. The gross monthly rental charge for each unit at the time of Borrower's application for participation in the Housing Rehabilitation Program shall, for the purposes of this Agreement, constitute the Base Rent. The Base Rent for each unit is to be documented on the attached Rent Schedule. Increases in rent shall be limited to those specified in the rent schedule which is attached hereto and which is made part of this Agreement.

Return to:

Town of Middleborough
Office/Economic & Community Development
20 Centre Street
Middleborough, MA 02346

2. cont'd

Units vacant at the time of Borrower's application to the Housing Rehabilitation Program shall be calculated taking into consideration the operating expenses the Borrower incurs for the unit as well as the Borrower's share of the rehabilitation cost. However, in no event shall the base rent of vacant units exceed the Fair Market Rents or the High HOME Rent Limit for the Brockton, MA PMSA Area, whichever is lower, as published periodically by the U. S. Department of Housing and Urban Development (HUD).

Units that become vacant during the term of this Rental Agreement shall have its rent determined based on its level at the time of occupancy.

The foregoing gross monthly rent will not include the following utilities or other facilities or services for all tenants, members of their families who regularly reside with such tenants, and guest thereof as permitted by the Terms of the lease (if any) except as otherwise specified below:

Electric

Heat

~~Rubbish Collection~~

3. Borrower agrees that units that are vacant at the time of Borrower's application to the Housing Rehabilitation Program, or become vacant during the period of this Rental Agreement, shall be, as first consideration, made available to and rented to only those persons who are defined as Low and Moderate Income as established by the Income Limits published periodically by the U. S. Department of Housing and Urban Development for the "Area" defined as Brockton, MA (relevant PMSA). In any case, Borrower shall agree to notify the Middleborough Office of Economic & Community Development of the availability of units covered by the terms of this Agreement.

4. Borrower agrees that during the terms of this Regulatory Agreement to limit rental rates allowed by the "Area" defined as Brockton, MA PMSA, as published periodically by the U. S. Department of Housing and Urban Development.

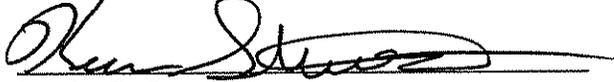
Borrower further agrees that such rental rates shall be limited as follows:

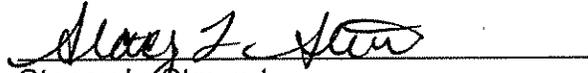
- a. If there is no existing lease, rental rates shall be established as noted in Paragraph 4. above, only upon completion of the rehabilitation, the date of which shall be evidenced by the date of the Certification of Final Inspection as executed by the Rehabilitation Specialist under the Housing Rehabilitation Program.
- b. If the unit is under lease, rental increases cannot occur until the expiration of that lease.
- c. If a vacant unit is rented pursuant to Paragraph 3. of this Agreement, a rental increase can occur one (1) year from the date of the new lease. Therefore, additional rental increases for the period that this Regulatory Agreement is in effect shall occur only at yearly intervals, and that increase shall be limited to (i.) the Fair Market Rent for existing housing for comparable units in the Area as established by HUD or (ii.) an amount equal to 30% of the monthly adjusted income of a family whose gross income equals 65% (or such higher or lower percentage) as established by HUD pursuant to applicable regulations under the Federal Home Investment Partnerships Program (the "HOME Program") of the median income for the Area as determined by HUD, with adjustment for the number of bedrooms in the unit, as provided by HUD.

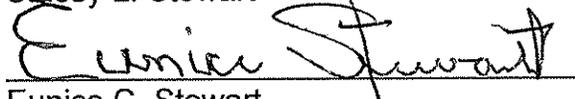
5. Borrower agrees to notify the Director or Town in writing of each rent increase no less than thirty (30) days before the effective date of the rent increase. Such notification shall be deemed made when personally delivered or mailed by the Borrower to Director or Town at the address specified above.
6. At the request of the Director, or Town, the Borrower shall furnish periodic occupancy reports and shall give specific answers to questions upon which information is desired from time to time relative to income, assets, liabilities, contracts, operation, and condition of the Property.
7. The invalidity of any paragraph or provision of this Agreement shall not affect the validity of the remaining paragraphs and provisions thereof.
8. Upon a violation of any provision of this Agreement by the Borrower, the Director or Town may give written notice thereof to the Borrower by registered or certified mail, addressed to each Borrower's address as stated in the Agreement. If such violation is not corrected to the satisfaction of the Director within thirty (30) days after the date such notice is mailed, the Director or Town may declare a default under this Agreement, and under the lien securing this Rental Agreement on the Property, and may proceed to initiate any or all remedies at law or in equity provided in the event of a default including repayment of the Town's entire Sixty Nine Thousand Four Hundred Fifteen and 00/100 Dollars (\$69,415.00), along with a penalty fee of five percent (5%) interest on the direct deferred payment loan amount.
9. This Agreement shall be effective for a period of fifteen (15) calendar years from the completion of rehabilitation of the Property, which shall be evidenced by issuance of a signed Certification of Final Inspection by the Rehabilitation Specialist under the Housing Rehabilitation Program. This Agreement shall automatically terminate at the expiration of the fifteen (15) year period.
10. If suit is instituted by the Director or Town to recover on this Agreement, the Borrower agrees to pay all costs of such collection, including a reasonable attorney's fee and court costs.
11. Borrower does hereby grant a lien to the Town of Middleborough, acting through its Office of Economic & Community Development, on the said real estate for the amount stated in Paragraph 8. of this Agreement. This does hereby bind the heirs, executors, administrators, and assigns of Borrower to the faithful performance of Paragraph 8. above. Provided, however, that if the terms of this Agreement are not violated by Borrower during the fifteen (15) year period provided for in Paragraph 9. above, then the lien granted under this Agreement shall automatically be divested from said real estate and no further action on the part of the Borrower or Director or Town shall be necessary to dissolve said lien.
12. The Borrower certifies that, at the time of application for financing, no tenant was dislocated, without due cause, for the purpose of evading this Agreement.

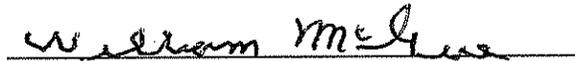
IN WITNESS WHEREOF, the parties have executed this Agreement at said Town of Middleborough, MA the day and year first above written.

BORROWERS:


Kevin S. Stewart


Stacey L. Stewart

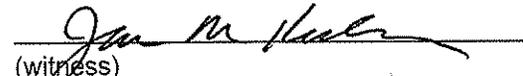

Eunice C. Stewart

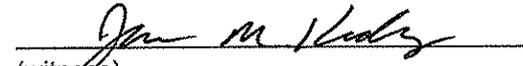

William F. McGue

WITNESS:


(witness)


(witness)


(witness)


(witness)

**TOWN: TOWN OF MIDDLEBOROUGH
BY BOARD OF SELECTMEN**

BY: _____
Alfred P. Rullo, Chairman/Board of Selectmen

DATE: _____

WITNESS:

SIGN: _____

PRINT: _____

ATTACHMENT A

RENT SCHEDULE

This Rent Schedule shall be completed for each applicable unit and attached to the Rental Agreement.

1. Date: 9/7/2011
2. Tenant's Name:: _____ Case No.: 10CDF-022
3. Property Address: 19 Forest Street, Middleborough, MA 02346
4. Total units covered by the Rent Agreement: 2
Total units in the structures: 3
5. Apartment No.: 1
Bedrooms in Unit: 1
Monthly Rent: \$ _____ (at time of application)
6. Is there an existing lease on this unit? YES _____ NO _____
7. Rental increases may occur only in accordance with the schedule set forth in this paragraph.

A. If there is a lease, rent may be increased to:

the lesser of 1) HUD Fair Market Rent OR 2) adjusted factor per HOME Program, BUT not less than approved rent limits in effect at the time of project commitment.

Eligibility for HUD Fair Market Rent applies to tenants in the low-to-moderate income range as set by HUD on a periodic basis.

\$ (same as above) on the second anniversary of the lease on _____, and
\$ (same as above) on the third anniversary of the lease on _____.

B. If there is no lease, the rent may be increased to:

\$ NA upon completion of the rehabilitation work on _____,
\$ _____ on the anniversary of completion on _____, and
\$ _____ on the second anniversary of completion on _____.

7. Any rental increase is limited by Section 7.A. above and as noted in the Rent Regulatory Agreement, Section 4.c.

I certify that the above information was delivered to me upon occupancy of Apt. No. _____ located at the Property Address noted above.

_____/_____/_____
Signature Print Name Date

CC: Borrower/Property Owner
Tenant

ATTACHMENT B

RECEIPT OF RENT REGULATORY AGREEMENT
WITH ATTACHED RENT SCHEDULE

Tenant Name: _____

Address: _____

Telephone: _____

“The rents charged tenants in this building are subject to a Regulatory Agreement between the landlord/owner and the Town of Middleborough, MA for a period of fifteen (15) years from completion of rehabilitation, financed in whole or part by funds provided under the Massachusetts CDBG Program. One copy of this Agreement will be made available to each tenant by landlord/owner upon request, along with a Rent Schedule for the unit to be occupied by said tenant.”

I certify that the above information was delivered to me upon occupancy of apartment #_____.

Signature

Date

Print Name

CC: Borrower/Property Owner
Tenant

RENT REGULATORY AGREEMENT

This Agreement is entered into this 20th day of October, 2011, between Wayne and Rita Besegai, with an address of 2 Vincent Street, Middleborough, MA 02346, owner of the property at 36 West Grove Street, Middleborough, MA and their successors, heirs and assigns (hereinafter collectively referred to as "Borrowers") and the undersigned TOWN OF MIDDLEBOROUGH, acting through the Director of the Town's Office of Economic & Community Development (OECD), located at 20 Centre Street, 3rd Floor, Middleborough, MA 02346 and its successors and designees (hereinafter called "Director").

The Borrowers' execution of this Agreement is a condition of approval on behalf of the Program Manager for a Deferred Payment Loan in the amount of Twelve Thousand Five Hundred Thirty Seven Dollars and 00/100 (\$12,537.00) for the rehabilitation of the single family property located at 36 West Grove Street, Middleborough, MA which has or will have residential dwelling units after rehabilitation (hereinafter called the "Property").

With respect to the Property, Borrower hereby agrees for a period of fifteen (15) years from the completion of rehabilitation as specified in Paragraph 11. hereof that :

1. Borrower agrees during the term of this Regulatory Agreement to furnish each tenant at the time of execution of renewal of any lease, or upon initial occupancy if there is no lease, with a written notice in the following form:

"The rents charged tenants in this building are subject to a Regulatory Agreement between the landlord and the Town of Middleborough, MA for a period of fifteen (15) years from completion of rehabilitation, financed in whole or part by funds provided under the Massachusetts CDBG Program. One copy of this Agreement will be made available to each tenant by landlord upon request, along with a Rent Schedule (Attachment A) for the unit to be occupied by said tenant."

The inclusion of the foregoing language in any lease shall be conclusive evidence of its receipt by the tenant. If there is no lease, Borrower shall maintain a file copy of each such notice delivered to each tenant, with a signed acknowledgment of receipt of the tenant (*Attachment B*).

2. The gross monthly rental charge for each unit at the time of Borrower's application for participation in the Housing Rehabilitation Program shall, for the purposes of this Agreement, constitute the Base Rent. The Base Rent for each unit is to be documented on the attached Rent Schedule. Increases in rent shall be limited to those specified in the rent schedule which is attached hereto and which is made part of this Agreement.

Return to:

Town of Middleborough
Office/Economic & Community Development
20 Centre Street
Middleborough, MA 02346

2. cont'd

Units vacant at the time of Borrower's application to the Housing Rehabilitation Program shall be calculated taking into consideration the operating expenses the Borrower incurs for the unit as well as the Borrower's share of the rehabilitation cost. However, in no event shall the base rent of vacant units exceed the Fair Market Rents or the High HOME Rent Limit for the Brockton, MA PMSA Area, whichever is lower, as published periodically by the U. S. Department of Housing and Urban Development (HUD).

Units that become vacant during the term of this Rental Agreement shall have its rent determined based on its level at the time of occupancy.

The foregoing gross monthly rent will not include the following utilities or other facilities or services for all tenants, members of their families who regularly reside with such tenants, and guest thereof as permitted by the Terms of the lease (if any) except as otherwise specified below:

Electric Heat Rubbish Collection

3. Borrower agrees that units that are vacant at the time of Borrower's application to the Housing Rehabilitation Program, or become vacant during the period of this Rental Agreement, shall be, as first consideration, made available to and rented to only those persons who are defined as Low and Moderate Income as established by the Income Limits published periodically by the U. S. Department of Housing and Urban Development for the "Area" defined as Brockton, MA (relevant PMSA). In any case, Borrower shall agree to notify the Middleborough Office of Economic & Community Development of the availability of units covered by the terms of this Agreement.

4. Borrower agrees that during the terms of this Regulatory Agreement to limit rental rates allowed by the "Area" defined as Brockton, MA PMSA, as published periodically by the U. S. Department of Housing and Urban Development.

Borrower further agrees that such rental rates shall be limited as follows:

a. If there is no existing lease, rental rates shall be established as noted in Paragraph 4. above, only upon completion of the rehabilitation, the date of which shall be evidenced by the date of the Certification of Final Inspection as executed by the Rehabilitation Specialist under the Housing Rehabilitation Program.

b. If the unit is under lease, rental increases cannot occur until the expiration of that lease.

c. If a vacant unit is rented pursuant to Paragraph 3. of this Agreement, a rental increase can occur one (1) year from the date of the new lease. Therefore, additional rental increases for the period that this Regulatory Agreement is in effect shall occur only at yearly intervals, and that increase shall be limited to (i.) the Fair Market Rent for existing housing for comparable units in the Area as established by HUD or (ii.) an amount equal to 30% of the monthly adjusted income of a family whose gross income equals 65% (or such higher or lower percentage) as established by HUD pursuant to applicable regulations under the Federal Home Investment Partnerships Program (the "HOME Program") of the median income for the Area as determined by HUD, with adjustment for the number of bedrooms in the unit, as provided by HUD.

5. Borrower agrees to notify the Director or Town in writing of each rent increase no less than thirty (30) days before the effective date of the rent increase. Such notification shall be deemed made when personally delivered or mailed by the Borrower to Director or Town at the address specified above.

6. At the request of the Director, or Town, the Borrower shall furnish periodic occupancy reports and shall give specific answers to questions upon which information is desired from time to time relative to income, assets, liabilities, contracts, operation, and condition of the Property.

7. The invalidity of any paragraph or provision of this Agreement shall not affect the validity of the remaining paragraphs and provisions thereof.

8. Upon a violation of any provision of this Agreement by the Borrower, the Director or Town may give written notice thereof to the Borrower by registered or certified mail, addressed to each Borrower's address as stated in the Agreement. If such violation is not corrected to the satisfaction of the Director within thirty (30) days after the date such notice is mailed, the Director or Town may declare a default under this Agreement, and under the lien securing this Rental Agreement on the Property, and may proceed to initiate any or all remedies at law or in equity provided in the event of a default including repayment of the Town's entire Twelve Thousand Five Hundred Thirty Seven and 00/100 Dollars (\$12,537.00), along with a penalty fee of five percent (5%) interest on the direct deferred payment loan amount.

9. This Agreement shall be effective for a period of fifteen (15) calendar years from the completion of rehabilitation of the Property, which shall be evidenced by issuance of a signed Certification of Final Inspection by the Rehabilitation Specialist under the Housing Rehabilitation Program. This Agreement shall automatically terminate at the expiration of the fifteen (15) year period.

10. If suit is instituted by the Director or Town to recover on this Agreement, the Borrower agrees to pay all costs of such collection, including a reasonable attorney's fee and court costs.

11. Borrower does hereby grant a lien to the Town of Middleborough, acting through its Office of Economic & Community Development, on the said real estate for the amount stated in Paragraph 8. of this Agreement. This does hereby bind the heirs, executors, administrators, and assigns of Borrower to the faithful performance of Paragraph 8. above. Provided, however, that if the terms of this Agreement are not violated by Borrower during the fifteen (15) year period provided for in Paragraph 9. above, then the lien granted under this Agreement shall automatically be divested from said real estate and no further action on the part of the Borrower or Director or Town shall be necessary to dissolve said lien.

12. The Borrower certifies that, at the time of application for financing, no tenant was dislocated, without due cause, for the purpose of evading this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at said Town of Middleborough, MA the day and year first above written.

BORROWERS:

Wayne B. Besegai
Wayne B. Besegai

WITNESS:

[Signature]
(witness)

BORROWERS:

Rita E. Besegai
Rita E. Besegai

WITNESS:

[Signature]
(witness)

COMMONWEALTH OF MASSACHUSETTS

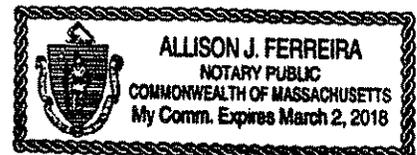
PLYMOUTH, ss.

Date: 10/20/2011

On this day, before me, the undersigned notary public, personally appeared Wayne B. Besegai and Rita E. Besegai, proved to me through satisfactory evidence of identification which was/were Massachusetts Driver's License to be the person/s whose name/s is/are signed on this document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Allison J. Ferreira
Notary Public: Allison J. Ferreira
My commission expires: March 2, 2018

TOWN: TOWN OF MIDDLEBOROUGH
BY BOARD OF SELECTMEN



BY: _____
Alfred P. Rullo, Chairman/Board of Selectmen

DATE: _____

SIGN: _____

PRINT: _____

WITNESS:

Return to:
Town of Middleborough
Office/Economic & Community Development
20 Centre St., P. O. Box 490
Middleborough, MA 02346-0490

ATTACHMENT A

RENT SCHEDULE

This Rent Schedule shall be completed for each applicable unit and attached to the Rental Agreement.

1. Date: 10/5/2011
2. Tenant's Name: _____ Case No.: 10CDF-004
3. Property Address: 36 West Grove Street, Middleborough, MA 02346
4. Total units covered by the Rent Agreement: 1
Total units in the structures: 1
5. Apartment No.: 1
Bedrooms in Unit: 2
Monthly Rent: \$ 675 (at time of application)
6. Is there an existing lease on this unit? YES _____ NO X
7. Rental increases may occur only in accordance with the schedule set forth in this paragraph.
 - A. If there is a lease, rent may be increased to:
the lesser of 1) HUD Fair Market Rent OR 2) adjusted factor per HOME Program, BUT not less than approved rent limits in effect at the time of project commitment.
Eligibility for HUD Fair Market Rent applies to tenants in the low-to-moderate income range as set by HUD on a periodic basis.
\$ (same as above) on the second anniversary of the lease on _____, and
\$ (same as above) on the third anniversary of the lease on _____.
 - B. If there is no lease, the rent may be increased to: \$ 1,001 including utilities, or \$857 excluding utilities
\$ NA upon completion of the rehabilitation work on _____,
\$ _____ on the anniversary of completion on _____, and
\$ _____ on the second anniversary of completion on _____.
7. Any rental increase is limited by Section 7.A. above and as noted in the Rent Regulatory Agreement, Section 4.c.

I certify that the above information was delivered to me upon occupancy of Apt. No. _____ located at the Property Address noted above.

_____/_____/_____
Signature Print Name Date

CC: Borrower/Property Owner
Tenant

ATTACHMENT B

RECEIPT OF RENT REGULATORY AGREEMENT
WITH ATTACHED RENT SCHEDULE

Tenant Name: _____

Address: _____

Telephone: _____

“The rents charged tenants in this building are subject to a Regulatory Agreement between the landlord/owner and the Town of Middleborough, MA for a period of fifteen (15) years from completion of rehabilitation, financed in whole or part by funds provided under the Massachusetts CDBG Program. One copy of this Agreement will be made available to each tenant by landlord/owner upon request, along with a Rent Schedule for the unit to be occupied by said tenant.”

I certify that the above information was delivered to me upon occupancy of apartment #_____.

Signature

Date

Print Name

CC: Borrower/Property Owner
Tenant

November 4, 2011

Mr. Andrew Bagas
Middleborough Department of Public Works
48 Wareham Street
Middleborough, MA 02346

Re: MS4 Services – FY 2012

Dear Mr. Bagas:

Environmental Partners Group Inc. (EPG) is pleased to present this letter proposal for the continuation of our work on the Town's municipal separate storm water system (MS4) including: (1) drafting a Notice of Intent (NOI) for the Town to be covered under the revised EPA Stormwater General Permit, (2) drafting Stormwater Management Plan (SWMP) in accordance with the new General Permit, (3) review/recommendations for the Town's Stormwater Bylaws, (4) outfall sampling/GIS updates, (5) updating the IDDE Program, and (6) outreach activities.

BACKGROUND

In the past fiscal year, the EPA has released the draft *General Permits for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems in Massachusetts Interstate, Merrimack and South Coastal Watershed* Permit (draft Permit), which is due to be finalized by the end of this year. The draft Permit imposes a host of new requirements for the Town of Middleborough by building on the work already conducted by the Town in the past eight years.

PROPOSED STORMWATER ACTIVITIES

Our proposal is presented as follows:

Task 1 – NOI & SWMP Updates & Submittals

Under this task EPG will submit the Phase II NPDES Notice of Intent (NOI) to the EPA and DEP within 90 days of the effective date of the final Permit. The NOI will be based on the requirements of the attached draft Phase II NPDES General Permit requirements (refer to Section 1.7.2 & Appendix F). It will also include an update on the progress of storm drain mapping conducted to date and a schedule for future stormwater activities. The NOI will be submitted to the Town for review prior to final edits and submittal to the EPA and DEP.

The Town's Stormwater Management Plan (SWMP) will also need to be revised within 120 days of the effective date of the acceptance by DEP of the Town's NOI. The revised SWMP will be based on the requirements of the new Phase II NPDES General Permit (refer to Section 1.10).

Task 2 – Local Bylaw & Ordinance Review

Under this task, EPG will review Local Bylaws and Ordinances and recommend a course of action to incorporate the new Construction Site Stormwater Runoff Control, Post Construction controls, and Illicit Discharge Detection and Elimination program requirements into the Town's bylaws. This will require active participation and feedback by Town departments (Conservation, Planning, Public Works, Building, and Board of Health) in order to complete this task. Draft bylaw language will be submitted by Environmental Partners for review by those departments during this period.

Task 3 – Outfall Sampling

One of the most onerous requirements of the new General Permit is the outfall inventorying and sampling. Section 2.4.4.7 (Outfall inventory) of the draft Permit, reads as follows:

“The permittee shall complete an outfall inventory for 25% of the outfalls each year of this permit, beginning in Year 2 of the permit (completion of 100% by the end of the permit term)...If the outfall is inaccessible or submerged, the permittee shall proceed to the first accessible upstream manhole or structure for the observation and sampling, if appropriate...If flow is observed at the outfall during inventory, a sample of the flow shall be collected. At a minimum, the permittee shall sample for the following parameters: conductivity, temperature, surfactants (as MBAS), ammonia, and E. coli or enterococcus.”

The collection of data from each outfall and its effluent (if present) will follow the protocol outlined in section 2.4.4.7 of the draft permit. The Town has located 61 of the estimated 95 outfall structures within the MS4 Area to date; limited structural information and water quality sampling has been obtained. By initiating the outfall sampling task now, the Town will have a head start in meeting their requirements of completing the inventory/sampling by 2016.

Per the draft permit, the purpose of Task 3 is to collect water quality data from approximately 50% (48) of the Town's 95± outfalls throughout Middleborough's MS4 Area. If the outfall has a flow or discharge during the time of inspection, a water sample will be collected and field screened for pH, temperature, turbidity, specific conductance using a field meter. Additional sampling will be conducted for up to 48 structures and will be run at a Massachusetts DEP-certified laboratory for E. coli, chlorine, ammonia, nitrogen, and surfactants.

Any additional outfalls that are located during the sampling events will be field located with a hand-held GPS unit, field screened, and characterized with information regarding the structure including size, material, shape, condition, etc. and visually screened for presence of flow, staining, odors, or abnormal conditions. The outfall will be spray-painted with a unique number identifier (e.g., M-01). During this sampling period (estimated at 2-3 days), *we assume some limited assistance will be provided to EPG by the Middleborough DPW to locate outfalls and obtain direction of flow, if known.* Copies of any drainage maps should be provided to EPG to assist in this effort. If possible, the digital file with the existing stormwater mapping from

Weston & Sampson (May, 2008) should also be obtained by the Town and provided to EPG for updating.

A summary report of our field work, screening and analysis will be provided. The subtasks necessary for this task area as follow:

- Sampling, collection and laboratory analysis for up to 48 outfalls (~50%)
- Preparation of a summary report of the findings
- GIS Mapping Updates

Task 4 IDDE Program

Under this task, EPG will draft an updated Illicit Discharge Detection Elimination (IDDE) program, which will include the following elements:

- A legally enforceable mechanism prohibiting illicit discharges, with the responsibility to enforce
- A storm sewer map identifying the location of all storm drain outfalls
- A plan/protocol to detect and eliminate illicit discharges
- An assessment/preliminary ranking of catchments (based on complaints, past water quality data, adjacent failing septic/sewer systems, density, surrounding area, TMDL surface waters).

Task 5 Outreach Program

Under this task, EPG will draft flyers/notices for posting on the Town's website to two of the four designated audiences within the Town ((a) resident, (b) businesses, institutions, and commercial facilities, (3) industrial facilities, and (d) developers (construction)).

PROJECT FEE AND SCHEDULE

Task 1 - Notice of Intent and Stormwater Management Plan (\$20,000)

Task 2 – Local Bylaw & Ordinance Review (\$5,000)

Task 3 – Outfall Sampling Event (\$20,000)

Task 4 – IDDE Program (\$4,000)

Task 5 – Outreach Program (\$1,000)

We propose to complete Tasks 1 through 5, as described above, including all labor and expenses, for the not-to-exceed lump sum price of \$50,000. Task 1 would be completed by the deadlines detailed above (dictated by issuance of the draft permit). Tasks 2 through 5 will be completed by June 30, 2012.

Mr. Andrew Bagas
FY12 Stormwater
November 4, 2011

PROPOSAL ACCEPTANCE

Performance of the scope of work in this Agreement will be governed by Environmental Partners Group, Inc attached terms and conditions with the Town. If this proposal is acceptable to you, please indicate your agreement by signing in the space provided below and returning the executed copy to us. Upon receipt of the executed agreement, we will commence the performance of approved services described in this proposal.

We look forward to meeting with you to present our proposal and discuss any suggestions or questions you may have. In the interim, please do not hesitate to contact me should you have any questions or require additional information.

Very truly yours,

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul F. Gabriel, P.E., LSP
President



C. Carter Fahy, P.E., LSP
Senior Project Manager

Encl: Terms and Conditions
Draft EPA Stormwater General Permit

**RE: STATEMENT OF WORK FOR CONSULTING SERVICES IN SUPPORT OF
FY12 STORMWATER**

ACCEPTED: _____

FOR: _____

DATE: _____

1. References herein to "EPG" refer to Environmental Partners Group, Inc. References herein to "Project" mean the project as defined in EPG's written proposal to the client. Any proposal submitted by EPG for the performance of a proposed Project shall be firm for a period of sixty (60) days. Upon the expiration of such period, EPG reserves the right to modify the proposed basis of payment and fees to allow for changing costs and to adjust the time of performance to conform to changing work loads.
2. Unless EPG's proposal provides otherwise, the proposed fees constitute EPG's estimate of the probable cost required to complete the proposed Project. The estimated probable cost identified in EPG's proposal shall not be deemed to be either a guaranteed maximum or "guaranteed not-to-exceed" amount with respect to the cost of performing the Project identified in any such proposal. However, in performing any Project, EPG will not proceed to expend more than the amount identified as the estimated probable cost in EPG's proposal without the client's prior approval.
3. Cost and schedule commitments contained in EPG's proposal shall be subject to re-negotiation for unreasonable delays caused by the client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences such as fires, floods, strikes, riots unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Work stoppage or interruption caused by any of the above may result in additional cost (requiring a change in scope) beyond that identified in EPG's proposal for performance of the Project, entitling EPG to an adjustment to the cost and schedule.
4. N/A
5. Invoicing
 - a. N/A
 - b. Invoices will be submitted on a monthly basis payable upon receipt. Unpaid balances shall be subject to interest at the rate of 1.5 percent per

month or the maximum permissible under state law, whichever is less, starting 30 days from the invoice date. Payments received will be applied first to any accrued interest, with the balance of the payment then applied to any unpaid fees. In addition, EPG may, after giving seven (7) days written notice, suspend services under any agreement without liability until all past due accounts (including fees and accrued interest) have been paid. Timely payment is a substantial condition of client's performance of any agreement between EPG and client. In the event EPG must take legal action to be paid for its services and prevails, all collection and legal costs associated with such action shall be reimbursed by the client.

6. Except as provided in Paragraph 5, any agreement may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under such agreement through no fault of the terminating party, provided that no such termination shall be effective unless the other party is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with the terminating party prior to the effective date of such termination.

A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of termination.

- a. Where the method of payment is based on a "lump sum" the final invoice will be based on the percentage of the work completed up to the effective date of termination.

7. Insurance
 - a. EPG shall maintain policies of insurance for the following types of coverage, each (with the exception of Workers' Compensation) with a limit of liability of \$1,000,000, combined single limit:
 - Workers' Compensation (statutory) and Employer's Liability;
 - Comprehensive General Liability; and
 - Comprehensive Automotive Liability

EPG shall, at the client's request, provide the client with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and that such policies are maintained in force throughout the period in which EPG provides services to the client under any agreement.

- b. Upon the mutual agreement of EPG and the client, EPG shall procure and maintain one or more policies of insurance in addition to the types of insurance described above or procure policies of insurance coverage of the same types described above with increased policy limits, to the extent that such insurance is available. Additional premiums and costs incurred by EPG in connection with obtaining such additional or different policies of insurance shall be reimbursed by the client as an additional Project expense.

8. Indemnification

- a. EPG shall indemnify and hold harmless the client and its directors, officers, employees, and agents from and against liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to any agreement between EPG and client and arising out of or connected with the performance of such agreement, to the extent such injury, death or damage is caused by the sole or contributory negligence of EPG or its subcontractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the negligence of client or its contractors or their respective employees, officers and agents; and provided further, that EPG's liability under this indemnity provision shall be limited to and not exceed the insurance coverages and associated limits of liability which EPG is required to secure pursuant to Paragraph 7, hereof; and provided further, that EPG's obligation hereunder shall not extend to indemnification or holding harmless of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.

- b. Client shall indemnify and hold harmless EPG and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to any agreement between EPG and client and arising out of or connected with the performance of such agreement, to the extent such injury, death or damage is caused by the sole or contributory negligence or willful misconduct of client or its contractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the sole negligence of EPG or its subcontractors or their respective employees, officers and agents; and provided further, that client's obligation hereunder shall not extend to indemnification or holding harmless of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.
- c. Client acknowledges that EPG has neither created nor contributed to the creation or existence of any type of hazardous or toxic waste, material, chemical, compound, or substance, or any other type of environmental hazard, contamination, or pollution, whether latent or patent, or the release thereof or the violation of any law or regulation relating thereto, at the site of the Project or in connection with the performance of the Project, and it is understood that EPG shall have no liability for any such condition, and client shall indemnify EPG for any and all loss, cost, or damage actually sustained and incurred by EPG in connection therewith. The provision excludes any hazard, contamination, or pollution caused by EPG during performance of the project.
- d. The provisions of this Paragraph 8 shall survive the completion of the Project or the expiration, cancellation or termination of any agreement between EPG and client.

9. Standard of Care

- a. While performing services under any agreement, EPG shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the environmental engineering and consulting profession performing the kind of services to be performed thereunder and practicing in the same or similar locality at the same time.
- b. Except for the express promise set forth in subparagraph a., above, regarding EPG's standard of care, EPG neither makes, nor offers, nor shall EPG be liable to client for any express or implied warranties with respect to the performance of EPG's services. Estimates of cost, approvals, recommendations, opinions, and decisions by EPG are made on the basis of EPG's experience, qualifications, and professional judgment and are not guaranteed. EPG shall not be regarded as a guarantor with respect to any work product provided to client. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY WAIVED BY CLIENT.
- c. EPG agrees to re-perform and correct at its expense any work or services performed by EPG which fails to conform to the standard of care that EPG has accepted pursuant to subparagraph a., above.
- d. In no event shall EPG and EPG's officers, directors, employees, agents and independent professional consultants, and any of them, be liable to client and/or anyone claiming by, through or under client, including client's insurers, for any lost, delayed, or diminished profits, revenues, or opportunities; losses by reason of shutdown or inability to utilize or complete work at the site of the Project; or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever resulting from EPG's performance or failure to perform services pursuant to any agreement.
- e. N/A
- f. As used in this Paragraph 9, the term "liable" or "liability" means liability of any kind, whether in contract (including breach of

warranty), in tort (including negligence, whether of EPG or others), in strict liability, for indemnity, or otherwise, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to EPG's services from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of EPG and/or EPG's officers, directors, employees, agents and independent professional consultants, or any of them. The provisions of this Paragraph 9 providing for limitations of and protections against EPG's liability shall survive the completion of the Project or the expiration, cancellation, or termination of any agreement between EPG and client, and such provisions shall apply to the full extent permitted by law.

- 10. Client recognizes that, when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Project or within any structure thereon, certain sampling materials, such as drill cuttings and drilling fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when sampling is included in the scope of services and when determined by EPG in its sole and exclusive judgment to be necessary based on EPG's assessment of the degree of contamination, hazard and risk, EPG will promptly inform client that containerization and labeling will be performed; will appropriately contain and label such materials; and will leave the containers on site for proper, lawful removal, transport and disposal by client. Client waives any claim against EPG, and agrees to indemnify, defend and hold EPG harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on the site of the Project after their containerization by EPG. EPG shall give the Town written notice of such leaving of any hazardous materials.
- 11. Client agrees that EPG has authority to use its name as a client and a general description of the Project as a reference for other prospective clients.

12. If EPG personnel are called or subpoenaed for depositions, examination, or court appearances in any dispute arising out of the Project, EPG shall be reimbursed on a time and material basis in accordance with EPG's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters. This clause will not apply for proceedings relating to alleged breach of contract or negligence by EPG.
13. If any of these General Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
14. Once the client has signified its acceptance of EPG's proposal, the express terms of EPG's proposal to client and these General Terms and Conditions shall constitute the complete and exclusive statement of the terms of the agreement between the parties and are intended as a final expression of the terms of such agreement and will supersede all prior and contemporaneous agreements, representations or conditions, express or implied, oral or written. No provision of EPG's proposal or these General Terms and Conditions may be waived, altered, or modified in any manner, unless the same shall be set forth in writing and signed by a duly authorized officer of EPG. Client may use its standard business forms (such as purchase orders) to administer any agreement between EPG and client, but use of such forms shall be for convenience purposes only, and any typed provision in conflict with the terms of EPG's proposal or these General Terms and Conditions and all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void.
15. General LSP Clauses
 - a. If the Project is performed on a site (or sites) in the Commonwealth of Massachusetts that involves the actual or suspected presence of hazardous materials or oil on or beneath the site or within any structure thereon, the Project may require the engagement of a Licensed Site Professional ("LSP") in accordance with the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, and the Massachusetts Contingency Plan ("MCP"), 310 C.M.R. 40.0001-40.1600. In the event that the Project requires the services of an LSP, EPG will employ one or more of its staff LSPs unless otherwise instructed in writing by the Client. In some instances, EPG may also subcontract with an LSP not otherwise regularly employed by EPG. LSPs are registered in the Commonwealth of Massachusetts in accordance with M.G.L. c.21A, §§19-19J and the regulations of the Board of Registration of Hazardous Waste Site Cleanup Professionals, 309 C.M.R. 4.00-4.05 (the "LSP Program").
 - b. The MCP requires the application of the "Response Action Performance Standard (RAPS)" to assessment, remediation and other response actions. The client further agrees to compensate EPG for reasonable charges incurred in connection with EPG's compliance with LSP requirements. In the event that the LSP's legal obligations conflict with the terms and conditions of this Agreement or the wishes or intentions of the Client, the Client hereby agrees that the LSP shall at all times comply with the requirements of the LSP Program. Except for matters or actions which relate to, are caused by or in connection with negligence or violation of applicable requirements by the LSP or EPG, Client covenants not to sue or to otherwise hold or seek to hold liable the LSP or EPG for any action taken in accordance with the LSP Program or the MCP. Except for matters or actions which relate to, are caused by or in connection with negligence or violation of applicable requirements by the LSP or EPG, Client agrees to hold harmless the LSP and EPG from any claims, losses, damages or penalties incurred in connection with the LSP's fulfillment of his or her obligations under the LSP Program or the MCP.
 - c. Client acknowledges that any opinion issued by an LSP as part of the Project is issued solely for Client's benefit in connection with satisfying the requirements of the MCP. Client agrees not to use an LSP opinion for any other

purpose unless authorized in writing by the LSP and EPG.

- d. LSP opinions issued as part of the Project are based solely upon applicable laws and regulations and information known to the LSP at the time of issuance. CLIENT AGREES THAT UNDER NO CIRCUMSTANCES SHALL AN LSP OPINION BE RELIED UPON AS A GUARANTEE OR AN EXPRESS OR IMPLIED WARRANTY OF PERFORMANCE. LSPs employed in the Project shall exercise that degree of care and skill ordinarily exercised under similar circumstances by other registered LSPs and as required by the LSP Program.

16. Client Disclosure Clause

Client agrees to make diligent efforts to locate and disclose to EPG and to any LSP engaged on the Project (the "LSP") and all documents and information about the identity, locations, quantity, and nature of any hazardous materials or oil at or under the Project site or in any structure thereon. Client further agrees to furnish or cause to be furnished to EPG and the LSP all existing reports, data, studies and documents including, without limitation, any existing LSP opinions containing information about surface and subsurface site conditions. All Client-provided documents will remain the property of the Client.

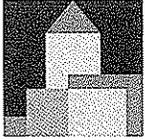
November 2011

SELECTMEN:

PLEASE VOTE BY READING ALOUD ITEMS
#1 AND #2 ON PAGE NUMBERED AS 2.

THANK YOU.

JACKIE



MASSDEVELOPMENT

October 26, 2011

160 Federal Street
Boston, Massachusetts
02110

Tel: 617-330-2000
800-445-8030

Fax: 617-330-2001
617-451-3429

Alfred P. Rullo
Chairman / Board of Selectman
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

RE: MassDevelopment Solid Waste Tax-Exempt Bond Issue
(Ocean Spray Cranberries, Inc.), Series 2011

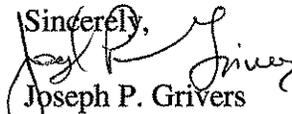
Dear Mr. Rullo:

www.massdevelopment.com

This letter is to formally notify you of an upcoming solid waste project for Ocean Spray Cranberries, Inc. ("the Borrower".) The project proposed includes the financing of costs associated with the acquisition, construction, reconstruction, fitting, equipping and furnishing of solid waste disposal facilities at the borrower's Middleborough plant, which will be owned and operated by the Borrower (or one or more affiliates.)

The company and W.R. Taylor & Company, LLC, the proposed underwriter, have approached Massachusetts Development Finance Agency ("MassDevelopment") for the purpose of issuing a Solid Waste Tax-Exempt Bond to finance the project. MassDevelopment's Board of Directors previously voted to approve an inducement resolution for the project at its October 13, 2011 board meeting.

We are now requesting that the Board of Selectman in the Town of Middleborough waive their right to issue the bonds through their non-active Middleborough Industrial Development Financing Authority (IDFA) and to allow MassDevelopment to assume the role of the IDFA in financing for this project. To this end, I am forwarding the enclosed resolution and related documents. Please return the documents to my attention upon their execution. Please let me know if you require any additional information and thank you for your assistance in this matter.

Sincerely,

Joseph P. Grivers
Vice President
MassDevelopment

Encl

Town of Middleborough, Massachusetts
Board of Selectman

Extract of Minutes

A meeting of the Board of Selectman (the "Board") was held on November ____, 2011 at ____ p.m., at Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, Massachusetts.

The following Selectmen were present and voting throughout:

The Chairman reported that, due to the inactive status of the Middleborough Industrial Development Financing Authority (the "Authority"), the Board had been asked to request that the Massachusetts Development Finance Agency (the "Issuer") assume the role of the Authority in financing a project in the Town of Middleborough (the "Town") by Ocean Spray Cranberries, Inc. (together with any parent, subsidiaries, or other affiliates thereof, the "Borrower") consisting of the proposed development of certain property comprising solid waste disposal facilities.

After further discussion, the Board offered the following resolutions and moved the adoption of the same, which was seconded by the Board:

WHEREAS: The Authority has become inactive over the last several years, and there are currently no actively serving directors;

WHEREAS: The Board has the authority, pursuant to Massachusetts General Laws, Chapter 40D §3, to appoint the directors of the Authority;

WHEREAS: The development of certain property comprising solid waste disposal facilities (the "Project") to be owned and used by the Borrower has been proposed for the Town, consisting generally of the acquisition, construction, equipping, improvement and installation of certain solid waste disposal facilities at the Borrower's cranberry processing facility located at 152 Bridge Street, Middleborough, Massachusetts;

WHEREAS: The Borrower has made application to the Issuer for the financing of the Project through the issuance of solid waste tax-exempt bonds (the "Bonds"); and

WHEREAS: The Board for itself and on behalf of the Authority, wishes to request that the Issuer assume the role of the Authority in issuing the Bonds.

VOTE

NOW, THEREFORE, BE IT RESOLVED:

- (1) That the Board solely for the purpose of requesting that the Issuer assume the role of the Authority in financing the proposed Project in the Town, hereby acts for itself and as directors of the Authority; and
- (2) That the Board hereby requests that the Issuer assume the role of the Authority in financing the Project by issuance of the Bonds pursuant to Massachusetts General Laws Chapter 23G and Chapter 40D to finance the Project and that the Board cause a copy of this resolution to be delivered to the Issuer.

The foregoing resolution, having been put to a roll call vote, the result was as follows:

For the Resolution:

Against the Resolution:

I, the undersigned official of the Middleborough Board of Selectman, do hereby certify that the foregoing is a true and correct copy of the resolutions adopted by the Board, in its capacity as Directors of the Authority, at a meeting held on November ____, 2011 relating to the Bonds for the Borrower. Said resolution has not been rescinded, repealed or amended and as of this date is in full force and effect.

I further certify that said meeting was open to the public; that notice stating the place, date and time of said meeting was filed with the Town Clerk and a copy thereof was publicly posted in the Town Clerk's office or on the principal official bulletin board of the Town at least forty-eight hours, including Saturdays but not Sundays and legal holidays, prior to the time of said meeting and remained so posted at the time of said meeting; that no deliberations or decision in connection with said resolution were taken in executive session; and that the official record of said meeting was made available to the public promptly and will remain available to the public, all in accordance with Chapter 39, Section 23B, of the General Laws, as amended.

Chairman/Secretary

Dated: November ____, 2011

Jacqueline Shanley

From: Charles Cristello
Sent: Tuesday, November 08, 2011 11:07 AM
To: Attorney Dan Murray
Cc: Jacqueline Shanley
Subject: RE: MassDevelopment

Thanks. We will do it on Monday

From: Decas, Murray & Decas [mailto:decasmurraydecas@yahoo.com]
Sent: Tuesday, November 08, 2011 10:21 AM
To: Charles Cristello
Subject: MassDevelopment

November 8, 2011

Charles J. Cristello, Town Manager (*via email*)

RE: Mass Development Solid Waste Tax-Exempt Bond Issue –
Ocean Spray solid waste disposal facilities

Dear Charlie:

You advised that Mass Development is considering issuing tax exempt bonds to finance the referenced project. Mass Development has requested that the Town waive its right to issue bonds for the project through the Town's Industrial Development Financing Authority (IDFA). The IDFA is inactive and has no active directors.

The proposed resolution which Mass Development has requested the Board of Selectmen to adopt has the following points:

- States that the Board is acting for itself and as directors of the Town's IDFA for the purpose of requesting the state agency to assume the role of the local IDFA.
- Requests the state agency to "assume the role" of the Town's IDFA in issuing bonds for the project.

There is doubt that the Board may act as directors of the local IDFA. Chapter 40D provides that the Board appoints directors of the local IDFA. I don't find anything in the statute which gives the Board authority to act as directors of the local IDFA or otherwise provides that the Board is or may act as a board of directors of the IDFA.

Language in the resolution that the state agency will "assume the role" of the local IDFA is ambiguous. One possible meaning of the language is that the state agency will issue its own bonds, not bonds of the local IDFA, and will act in lieu of action by the local IDFA. Another possible meaning of the language is that the state agency will act as the local IDFA and issue bonds of the local IDFA. I think the first meaning is more likely the intention. I don't see any statutory support for the proposition that the state agency may act as a local IDFA and issue bonds of a local IDFA.

It seems to me that the Board may proceed to adopt the resolution suggested by the state agency even though the Board probably does not have the power to act as directors of the local IDFA.

Very truly yours,

Daniel F. Murray

Town Counsel

DFM/s

11-103-1



Massachusetts Department of Public Health

Public Health District / Shared Services Agreement
Incentive Implementation Grant

**SOUTHEAST MASSACHUSETTS REGION'S
PUBLIC HEALTH ENHANCEMENT / SHARED SERVICES INITIATIVE
SUMMARY PROPOSAL**

In the Fall of 2010, 14 towns¹ in Southeast Massachusetts were awarded a planning grant by the Massachusetts Department of Health to explore how the participating towns could better collaborate with respect to providing local public health services. The goal of the grant was to explore the feasibility of an agreement that would allow some or all of the towns to either "regionalize" their health departments or share staff across the towns. Having developed a plan, the next step is to apply for an implementation grant from the state.

Over the past 10 months representatives from the 14 towns, along with a representative from the Southeast Regional Planning & Economic Development District (SRPEDD), have been working together to assess the needs across the towns and have developed the following proposal. Five towns in the region (Hallifax, Lakeville, Marion, Middleborough, and Rochester) have agreed in principle to this proposal, which will share a public health nurse and an inspector to enhance services, build overall public health capacity, and draw more resources from the State.

The following is a summary of Southeast Region's grant proposal.

PURPOSE OF THE PROPOSAL:

The purpose of the grant proposal is to obtain financial support from the Commonwealth that would allow a group of towns in southeast Massachusetts to enter into an agreement to share resources and better coordinate their Board of Health (BOH) activities. The specific goals of the grant would be to:

- Improve the scope and quality of local public health services
- Maximize results for activities that promote health & prevent injury / disease
- Reduce geographic differences in public health capacity across the participating towns, and
- Promote policy changes to address persistent and emerging public health challenge

¹ Abington, Bridgewater, Duxbury, Halifax, Lakeville, Marion, Mattapoisett, Middleborough, Plympton, Raynham, Rochester, Rockland, Wareham and Whitman

- **MAJOR COMPONENTS OF PROPOSAL**

A. The Southeastern Regional Planning and Economic Development District (SRPEDD) would hire a district inspector (~ .5 FTE) that would be shared across participating organizations. The district inspector would:

- Assist municipalities to achieve required levels of inspection with respect to food safety, housing, nuisance complaints, etc.
- Provide back up for absences and training
- Work to standardize inspectional protocols, fees and collections across participating Boards of Health. Goals include improving revenue stream from inspections to accurately reflect the work being done by the BOHs.
- Work with town BOHs to standardize inspection/enforcement practices
- Introduce best practices from other Boards of Health, states, etc. to help current inspectors and health agents/officers learn from others and work as efficiently and effectively as possible.

B. SRPEDD would hire a public health nurse (~ .5 FTE) that would be shared across participating organizations. The public health nurse would:

-
- ~~Develop a district-wide initiative in tobacco control and/or obesity~~
 - Conduct/coordinate prevention, health education, and health promotion activities (e.g., schools, health fairs and others) that are coordinated with the Community Health Assessment findings for the district
 - Coordinate and provide technical assistance with respect to public health emergencies (e.g., H1NI, EEE, WNV, etc.).
 - Provide back-up and technical assistance for day-to-day complaints, acute needs, and infectious disease reporting (e.g., hoarding, acute mental health crises, etc.)
 - Introduce best practices from BOHs, states and other resources to help public health nurses and agents/officers work more effectively and efficiently.

C. Shared “hours bank” or barter system for municipal services

The Governance Board would develop a formal system that would allow participating towns to share existing resources and expertise across the participating towns in an equitable manner. The system would formalize a process that would allow towns to accumulate credits for services supplied with the goal of receiving a similar amount of services in return at a later date. For example, if Town A had expertise in addressing hoarding cases and Town B has expertise in dealing with complex septic cases than the system would formally account for and facilitate an exchange of resources.

SPECIFIC GRANT DETAILS (from Narrative Section 5):

There are several requirements attached to the funding that are reasonable and achievable with use of the proposed grant staff and existing information from other health providers in the region. The following are the grant requirements and how the Southeast Region's proposal meets these requirements.

Governance: The district health department will be governed by a board that will be made up of representatives from all participating towns. The board will meet regularly to make decisions about policies, personnel, operations and finances. Each town will retain its own BOH legal authority. There will be memorandums of understanding between the participating municipalities.

Administrative and Fiscal Agent: In the proposal developed, the Southeast Regional Planning & Economic Development District (SRPEDD) will serve as the administrative and fiscal agent. SRPEDD would be responsible for hiring and paying the staff supported by the grant as well as managing the receipt and distribution of state funds.

Document gaps in the current capacities of proposed districts: The staff hired by the grant, along with other staff if desired, will collect necessary data from the participating towns and develop a plan over the first year that outlines how the improved/additional services will be provided.

Community Health Assessment: Using data and surveys from area hospitals, Councils on Aging, CHNAs and other organizations, plus services provided by the state DPH, the health district will make public the community health assessment for the district population. ~~The towns are not responsible for this activity.~~

District-wide initiative to promote healthy weight and/or prevent and reduce tobacco use: The shared public health nurse will work with the participating towns to coordinate the initiative of their choice in conjunction with existing state programs such as tobacco control collaboratives or Mass in Motion. The initiative can be shaped by the members of the governance board but may address, at least in part, the issues of obesity or tobacco control.

BOH Workforce Qualifications: The district health board and grant staff will outline the qualifications for BOH staff and contractors and help to incorporate them into the BOH standards and hiring practices for each town.

Board of Health Training: The health district board will create plans for ensuring that all current and future Board of Health members will complete formal BOH training thru existing training courses such as offered by the Mass Association of Health Boards (MAHB). Will provide an annual report of BOH member trainings.

Accreditation Readiness: MDPH will provide information to all implementation grantees about the voluntary PHAB accreditation process and will offer technical assistance to districts that wish to become accredited.

BUDGET DETAILS

The proposal would be funded primarily with state funds from the Commonwealth's Department of Public Health. The state would provide \$100,000 in years 1 and 2, \$75,000 in year 3, and \$50,000 in year 4. The funds not provided by the Commonwealth in years 3 and 4 would be offset by funds generated from local program fees as well as private contributions from local collaborators such as the

southeast region's hospitals. A number of the towns participating in this program have had considerable success generating fees from the inspectional and other services they provide. Part of the scope of service will be to share and implement these policies across the participating towns to promote greater sustainability of these efforts. A number of hospitals have already expressed their willingness to explore how they can support these efforts and there is considerable precedent among hospitals for supporting health related activities in the areas of smoking cessation and obesity. Other private provider and academic institutions will be approached to explore other possible collaborative arrangements. Middleborough will provide in kind support of office space and equipment.

| | Year 1 | | Year 2 | | Year 3 | | Year 4 | |
|-----------------------------------------------------------------|------------------|---------------|------------------|---------------|------------------|---------------|------------------|---------------|
| REVENUES | | | | | | | | |
| State Grant Funds | | \$100,000 | | \$100,000 | | \$75,000 | | \$50,000 |
| Local Revenues Generated by Fees | | \$0 | | \$0 | | \$25,000 | | \$50,000 |
| Private Funding From Hospitals and Other Collaborating | | \$0 | | \$0 | | \$25,000 | | \$25,000 |
| Middleborough has agreed to provide space and office | | In-Kind | | In-Kind | | In-Kind | | In-Kind |
| Total Revenues | | \$100,000 | | \$100,000 | | \$125,000 | | \$125,000 |
| EXPENSES | | | | | | | | |
| | Staff FTE | Budget |
| Shared Inspector (\$84,500 per full time equivalent staff *) | 0.5 | \$42,250 | 0.5 | \$42,250 | 0.7 | \$59,150 | 0.7 | \$59,150 |
| Public Health Nurse (\$84,500 per full time equivalent staff *) | 0.5 | \$42,250 | 0.5 | \$42,250 | 0.6 | \$50,700 | 0.6 | \$50,700 |
| Administrative Support | | \$15,500 | | \$15,500 | | \$15,150 | | \$15,150 |
| Office Space and Equipment | | \$0 | | \$0 | | \$0 | | \$0 |
| Total Expenses | | \$100,000 | | \$100,000 | | \$125,000 | | \$125,000 |

ATTACHMENT A (REQUIRED)



**Public Health District Incentive Grant Program
LOCAL SUPPORT DOCUMENTATION FORM**

Name of Proposed District: _____

Municipalities Included in Proposed District: _____

Check each box below to confirm that the applicants understand and intend to comply with the performance goals and requirements of the Public Health District Incentive Grant Program. Provide an explanation in Section 5 of the Application Narrative for any box that the applicants do not check.

The undersigned, duly authorized representatives of their municipalities, affirm that if awarded with an implementation grant, the Applicants will:

- Implement plans described in Narrative Section 5 for the proposed district, including governance, financial management, workforce qualifications, Board of Health training, and developing the proposed model of sharing staff and services.
- Implement plans described in Narrative Section 5 for required services of the district, including addressing specified responsibilities of Boards of Health, joining and utilizing MAVEN, completing and publicizing findings of a community health assessment, and conducting a sustained, district-wide initiative to promote healthy weight and/or prevent and reduce tobacco use in the district's combined population.
- Submit periodic financial and program reports as required by MDPH.
- Cooperate in an independently funded evaluation of the District Incentive Grant program.
- The Applicants affirm that funds provided under this program will be used to augment rather than offset current municipal spending for public health staff or services.

Signed on behalf of the Applicants (Form must be signed by the municipal chief executive and authorized Board of Health representative or health commissioner from *each* Applicant municipality. Original signatures are required. Attach additional signature pages, if necessary. Applicants may duplicate this form, if desired, in order to gather required signatures on multiple copies of the form.)

Signature

Municipality

Town of Middleborough
DRAFT Non-Discrimination Practices and Grievance Process

Policy Against Discrimination Based on Disabilities: The Town of Middleborough, MA does not discriminate on the basis of disability in admission to, access to, or operations of its services, programs or activities. The Town of Middleborough, MA does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act (ADA) of 1990.

ADA Coordinator: Questions, concerns, complaints or requests for additional information regarding the ADA may be forwarded to the Town of Middleborough's designated ADA Coordinator as follows:

Name: Charles Cristello

Title: Town Manager

Office Address: 10 Nickerson Avenue, Middleborough, MA 02346

Telephone Number: (508) 947-0928

E-mail address: ccristello@middleborough.com

Days/hours available: Monday through Friday 9 a.m. to 5 p.m. or by appointment.

Auxiliary Aids: Individuals who need auxiliary aids for effective communication in programs and services of Middleborough, MA are invited to make their needs and preferences known to the ADA coordinator.

Alternate Forms of this Notice: This notice can be made available in large print, on audio tape and in Braille, through request to the ADA coordinator.

Grievance Procedure: The Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in employment practices and policies or in the provision of services, activities, programs or benefits by the Town of Middleborough.

The complaint should be in writing and contain information about the alleged discrimination, such as name, address and phone number of complainant and location, date and description of the problem. Alternate means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for people with disabilities upon request.

Town of Middleborough
DRAFT Non-Discrimination Practices and Grievance Process (Continued)

Submit Complaints: the complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Charles Cristello, Town Manager, ADA Coordinator
10 Nickerson Avenue
Middleborough, MA 02346
Phone Number: (508) 947-0928
E-mail: ccristello@middleborough.com

Complaint Timeline: The following time line is to be followed for complaints that are not urgent. A shorter time line will be implemented as appropriate for time-sensitive complaints where it is critical to resolve the issue by certain date.

Within 15 calendar days after receipt of the complaint, the Town Manager or his/her designee will meet with the complainant to discuss the complaint and possible resolutions.

Within 15 calendar days after the meeting, the Town Manager or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille or audio tape. The response will explain the position of the Town of Middleborough, and offer options for substantive resolution of the complaint.

If the response by the Town Manager or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the response in writing within 15 calendar days after receipt of the response to the Chairman of the Board of Selectmen or his/her designee.

Within 15 calendar days after receipt of the appeal, the Chairman of the Board of Selectmen or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Chairman of the Board of Selectmen or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Chairman of the Board of Selectmen or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All complaints received by the Town Manager or his/her designee, appeals to the Chairman of the Board of Selectmen or his/her designee, and responses from these two offices will be kept by the Town of Middleborough, for at least three years.

Charles Cristello

From: Paul Fellini
Sent: Friday, November 04, 2011 11:58 AM
To: Charles Cristello
Subject: FEMA Appeal Period
Attachments: 20111104102217786.pdf, 20111104101936709.pdf

Hi Charlie,

Attached are the newspaper notifications indicated in FEMA's August 18, 2011 letter to Al Rullo. The attachments to FEMA's letter specifically the 1st page of the excerpt from FEMA's website indicates that *"The appeal period begins following the second publication of the Notice of this proposed BFE determination in a newspaper of local circulation in your community and ends 90 days thereafter"*. For the Town of Middleborough the appeals start date is September 1, 2011 and ends 90 days later on December 1, 2011, see the attached newspaper clippings. We are running out of time.

I have to finish compiling this office's data that was gathered during the April 2010 rainstorm event. This data identifies several areas where the FEMA Base Flood Elevation (BFE) differs from what actually occurred in the field etc.

Do you have areas of concern that should be addressed?

I will need to make this a priority during the next couple of weeks.
 Paul

Paul A. Fellini, Construction Administrator
 Planning Department
 20 Centre Street, 2nd Floor
 Middleborough, MA 02346
 (508) 946 2425

Thursday, August 25, 2011 8:17

LEGAL NOTICE

DEPARTMENT OF HOMELAND
 SECURITY

FEDERAL EMERGENCY MANAGEMENT
 AGENCY

Proposed Base Flood Elevation Determination for the Town of Abington, Town of Bridgewater, Town of East Bridgewater, Town of Halifax, Town of Hanson, Town of Hingham, Town of Hull, Town of Lakeville, Town of Marion, Town of Mattapoisett, Town of Middleborough, Town of Norwell, Town of Rosherton, Town of Wareham, Town of West Bridgewater, and Town of Whitman, Plymouth County, Massachusetts (All Jurisdictions). The Department of Homeland Security's Federal Emergency Management Agency solicits technical information or comments on the proposed Base (1-percent-annual-chance) Flood Elevations (BFEs) shown in the Preliminary Flood Insurance Study (PFS) and on the Preliminary Flood Insurance Rate Map (FIRM) for your community. These proposed BFEs are the basis for the floodplain management measures that your community is required to either adopt or show evidence of having in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP). For a detailed listing of the proposed BFEs and information on the statutory period provided for appeals, please visit FEMA's website at <http://www.fema.gov/plan/prevent/firm/> or call the FEMA Map Information Exchange (FMIX), toll free, at 1 877 FEMA MAP (1.877.330.2827).

Aug. 25, & Sept. 1, 2011

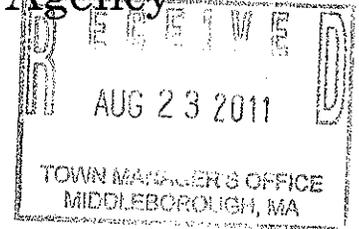
11/9/2011



Federal Emergency Management Agency

Washington, D.C. 20472

August 18, 2011



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
101/155

Alfred P. Rullo
Chairperson, Board of Selectmen
Town of Middleborough
Town Hall
10 Nickerson Avenue, First Floor
Middleborough, Massachusetts 02346

Community: Town of Middleborough,
Plymouth County, Massachusetts
Community No.: 250275

Dear Mr. Rullo:

On May 28, 2008, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided your community with Preliminary copies of a Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM). On June 28, 2010, revised Preliminary copies of FIRM panels 25023C0431C, 25023C0432C, 25023C0433C, 25023C0434C, and 25023C0442C were provided to your community. The FIS report and FIRM for your community were prepared in our countywide format, which means that flood hazard information for the entire geographic area of the county, including your community and all incorporated areas, was presented. This information makes it appropriate to modify the elevations of the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood) for certain locations in the Town of Middleborough, Plymouth County, Massachusetts (All Jurisdictions). Public notification by way of a Standard Newspaper Notice that the proposed modifications in Base Flood Elevations (BFEs) are posted in the BFE Notice for Studies on the FEMA Website <http://www.fema.gov/plan/prevent/fhm/bfe>, will be given in *The Hanover Mariner* on or about August 24, 2011, and August 31, 2011; *The Enterprise*, *The Hingham Journal*, *The Hull Times*, *The Middleborough Gazette*, *The Norwell Mariner*, *The Patriot Ledger*, *The Sentinel*, *The Standard Times*, *The Wanderer*, *The Wareham Courier*, and *The Whitman-Hanson Express* on or about August 25, 2011, and September 1, 2011; and *The Halifax Plympton Reporter* on or about August 26, 2011, and September 2, 2011. The BFEs for the flooding sources are listed in the table at the end of the BFE Notice for Studies. Also, the proposed BFE determinations can be obtained by calling the FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627). A copy of the Standard Newspaper Notice and a copy of the Notice of Proposed Flood Elevation Determinations published in the *Federal Register*, on August 15, 2011 at Part 67, Volume 76, pages 50443 through 50446 are enclosed for your information.

These proposed BFEs, if finalized, will become the basis for the floodplain management measures that your community must adopt or show evidence of having in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP). However, before any revised BFEs are effective for floodplain management purposes, you will be provided an opportunity to appeal the proposed BFEs.

Section 110 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) is intended to ensure an equitable balancing of all interests involved in the setting of BFE determinations. The legislation provides for an explicit process of notification and appeals for your community and for private persons prior to this office making the BFE determinations final. The appeal procedure is outlined below for your information. The regulations FEMA developed to implement Section 110 are listed in Title 44, Chapter I, Part 67, Code of Federal Regulations. A copy of the NFIP regulations is enclosed.

During the 90-day appeal period following the second publication in *The Middleborough Gazette*, any owner or lessee of real property in your community who believes his or her property rights will be adversely affected by the BFE determinations may appeal to you, or to an agency that you publicly designate. You must send copies of the individual appeals to the FEMA Region as soon as you receive them. Note that the 90-day appeal period is statutory and cannot be extended or shortened for any reason. It is important to know, however, that the sole basis for the appeals is having knowledge or information indicating that the proposed BFE determinations are scientifically or technically incorrect. However, inquiries regarding data other than the proposed BFE determinations (e.g., incorrect street names, typographical errors, omissions) will be considered as comments and not appeals. Any applicable changes will be made before the revised FIS report and FIRM become effective.

During the appeal period, private citizens who want to appeal should present to you the scientific or technical data intended to negate or contradict FEMA's findings in any form, as you specify. FEMA requests that you review and consolidate all appeals by private persons, and issue a written opinion stating whether the evidence presented is sufficient to justify an official appeal by your community on behalf of such persons. Your decision on whether an appeal by the community in its own name will be made must be sent to this office within the 90-day appeal period and at the same time a copy must be sent to the following individual:

Tim Hillier
50 Hampshire Street
Cambridge, Massachusetts 02139

Any documents submitted to you without evidence that they were sent within 90 days of the second publication in the local newspaper will be considered comments. Your community may find it appropriate to call further attention to the proposed BFE determinations and to the appeal procedure by using a press release or other public notice.

If the FEMA Region does not receive an appeal from your community on behalf of individuals within the 90 days provided, FEMA shall consolidate and review on their own merits the individual appeals, which you have on file and forwarded to us. FEMA's final decision will be in writing, and copies will be sent to each individual appellant and the State coordinating agency.

The appeal resolution process will consider any scientific or technical data submitted by your community intended to negate or contradict the information upon which the proposed BFE determinations are based. The appeal will be resolved by consultation with officials of the local government involved, an administrative hearing, or submission of the conflicting data to an independent scientific body or appropriate Federal agency for a determination. FEMA will determine the method for resolution.

If your community cannot submit scientific or technical data before the end of the 90-day appeal period, you may nevertheless submit data at any time as specified in Part 65 of the NFIP Regulations. If warranted, FEMA will revise the FIRM again after the effective date.

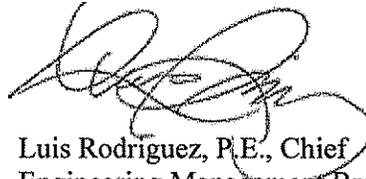
The reports and other information used for the final determination will be made available for public inspection. Until the conflict of data is resolved and the FIRM becomes effective, flood insurance available within your community shall continue to be available in accordance with the effective FIRM dated August 1, 1983.

If warranted by substantive changes, during the appeal period, FEMA will send to you revised copies of the FIS report and FIRM. At the end of the 90-day appeal period and following the resolution of any appeals, FEMA will send you a letter of final BFE determinations.

The FIRM panels for All Jurisdictions have been computer-generated. Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. In the meantime, if you have any questions about the digital files please contact Tim Hillier, CDM, 50 Hampshire Street, Cambridge, Massachusetts 02139, the designated mapping partner for preparing digital mapping files. These files can be used in conjunction with other thematic data for purposes of floodplain management, insurance determinations, and many other planning applications. In addition, your community may be eligible for additional credits under the NFIP Community Rating System if you implement your activities using digital mapping files.

If you have any questions regarding the proposed BFE determinations, revised FIS report, or revised FIRM for your community, please contact the FEMA Map Information eXchange (FMIX), toll free, at 1-877-FEMA MAP (1-877-336-2627).

Sincerely,



Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

Enclosures:

- 1) Newspaper Notice
- 2) BFE Determination Notice to be published on FEMA's Website
- 3) Appeals and Protests to National Flood Insurance Program Maps
- 4) National Flood Insurance Program Regulations
- 5) Federal Register Publication

cc: Community Map Repository
Ruth McCawley Geoffroy, Planning Director, Town of Middleborough

Incorporated 1669
341 Years of Progress



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough

Massachusetts

Department of Public Works

48 Wareham Street

Middleborough, MA 02346

Phone 508-946-2481 Fax 508-946-2484

DIVISIONS

Highway

Sanitation

Insect & Pest Control

Tree Warden

Wastewater

Water

Andrew P. Bagas
D. P. W. Director

November 9, 2011

To: Charles Cristello, Town Manager

From: Andrew Bagas

RE: Lakeville Request to Lower the Wareham Street Dam

The Wareham Street Bascule Dam is located approximately 4 miles downriver from Lake Assawompsett. There is a four to five foot difference in elevation between the lake water level and the water level at the top of the Wareham Street dam.

Upstream from Wareham Street there are vast wetlands along the Nemasket River that store water. The river itself is clogged with vegetation and sediment that restricts flow. There are six bridges between the lake and Wareham Street that the river must flow under before it reaches Wareham Street. The bridges act as "funnels" that also restrict flow, particularly when floating debris is trapped there. Dr. Neil Fennessey's opinion was that the river was like "a drainpipe clogged with hair".

It has been my observation that when I am notified by New Bedford or Taunton that water is released from the lake, that there is no notable rise in the Wareham Street water level. I do not see a direct connection and increase in flow at Wareham Street.

When requested by New Bedford or Taunton to lower the bascule dam I have complied. However, I have not observed any conclusive evidence that this has any effect on lowering the lake level. In fact, there have been times when we lowered Wareham Street and the lake level actually went up. For example, since October, 2011, the dam has been lowered by over one foot while the lake has continued to rise.

At the November 7, 2011 meeting, I informed the attendees that I was not comfortable in lowering the dam much further beyond its current level. My concerns were potential adverse effects to the aquatic life and vegetation in and along the river. I suggested that any party that was interested in having the Wareham Street dam lowered should make a formal request to the Board of Selectmen.



Town of Lakeville

Town Office Building
346 Bedford Street
Lakeville, MA 02347

OFFICE OF
SELECTMEN
TELEPHONE (508) 946-8803
FAX (508) 946-0112

November 8, 2011

Alfred P. Rullo, Jr., Chairman
Middleborough Board of Selectmen
10 Nickerson Avenue
Middleborough, MA 02346

RE: Water Levels-Long Pond & Assawompset Pond

Dear Chairman Rullo:

At the Lakeville Board of Selectmen's meeting last night, the Selectmen discussed the meeting that took place on November 7, 2011 at the New Bedford Water Works regarding the pond levels of Long Pond and Assawompset Pond. It was suggested by Andrew Bagas, Director of Middleborough's Public Works Department, to request that the Middleborough Board of Selectmen authorize him to release more water downstream through the bascule dam to attempt to increase the hydraulic pull of the Nemasket River downstream to Wareham Street to see if that might impact the Assawompset Pond Level.

Our office has received several calls from concerned residents who reside along the pond regarding the pond levels. Landmarks that were underwater during the flood of 2010 are once again underwater. The Selectmen are very concerned about the current depth of Assawompset Pond, which as of today is at 54.23', since a depth of 55' is considered to be the floodline as determined by FEMA. Based on the daily measurements, the water level has been steadily increasing. If we experience large amount of snow this winter or heavy spring rains, Lakeville could suffer a flood event like the one that occurred in 2010.

Therefore, the Lakeville Board of Selectmen fully endorse the recommendation to lower the bascule dam to release water from Assawompset Pond and request that the Middleborough Selectmen authorize Mr. Bagas to open the bascule dam further to alleviate the flood level critical stage depth in Assawompset Pond. We would appreciate a response from your Board as soon as possible as time is of the essence.

Sincerely,

Rita A. Garbitt
Town Administrator

cc: Senator Michael Rodrigues
Representative Christopher Markey
Representative Keiko Orrall

Waters: Homeowners dread repeat of 2010 floods

from A1

time of year and is lower than it was in early November 2009, according to Johnston, who described high groundwater levels and precipitation as key factors in the current levels. Medeiros isn't the only one to notice.

"The bottom line is that it's high. It's not dangerously high right now, but it doesn't portend well for the spring," said Jim Kenney, who lives in Lakeville's Parkhurst neighborhood, where he said many homes about Long Pond-connected channels. "I'm calling for a review of our current practices for managing water level and more aggressive action to be able to lower (it)."

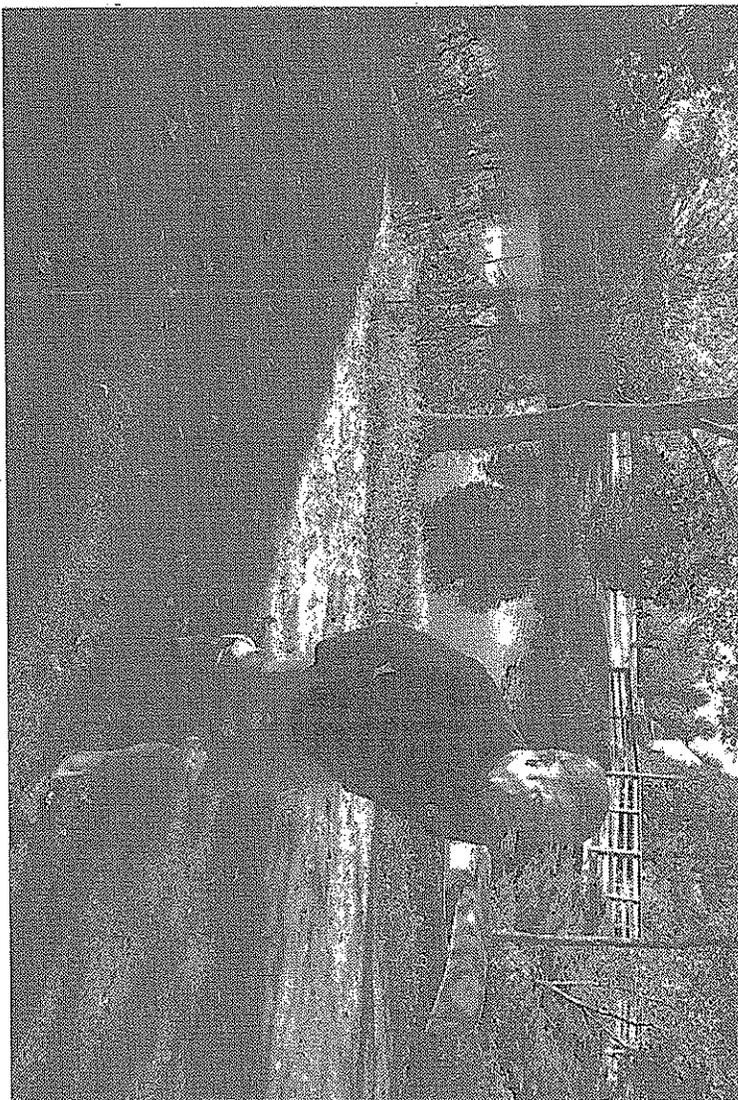
Lakeville Selectman Derek Maky said he's been hearing from constituents on the issue. As for Freetown, Selectman Jean Fox said, "I do know that people have called in."

Similarly, over the past month, "A number of residents have contacted me regarding the levels" in Freetown and Lakeville alike, Rep. Keiko Orrall, R-Lakeville, said.

Among those concerned is Joe Rogers, owner of Captain Bub's Marine in Lakeville, whose business and home are on Long Pond.

"If we have a wet spring, a lot of snow ... there's no room for the water to go," he said. "I'd rather people look into it now than look (into it) right when it's happening."

In the wake of the floods,



Jim Kenney crosses his lawn in sight of a canal that flows in from Long Pond in Lakeville. Water levels in the Lakeville pond complex that flooded during the spring 2010 floods are elevated and people are worried about damage to their homes.

JOHN SLADEN/STANDARD-TIMES

DEP formed two groups at the request of then-Rep. Stephen Canessa, D-New Bedford, to study the pond complex and the Nemasket River. Part of the river is being surveyed, according to Johnston, and UMass Dartmouth professor Neil Fennessy did extensive analysis on historical pond elevation measurements.

"I want to communicate to people that we are keeping an

eye on it," said Orrall, who said she's been in contact with DEP and local municipal officials. "As a resident of Lakeville, I am very focused on making sure that we do not have a repeat of, if at all possible, that we don't have the flooding situation repeated."

But Ronald Labelle, commissioner of public infrastructure for New Bedford, which draws its water from Little Quittacas

we're wasting." Along with the fact that the dam is old and probably not as efficient as it could be, Johnston described some systemic problems that might be at play.

"We know from anecdotal observations that there's a lot more weed growth in the river than there used to be and there's some indications of some shoaling in areas," Johnston said. "It's that weed growth and the shoaling that slows it down probably more than it used to." Plus, he said, the watershed itself is fairly flat.

"We have no capability of losing any more water because of the choking of that Nemasket River," according to Labelle, who said the river needs to be dredged. "And that's an issue for the state and the Army Corps of Engineers."

Orrall plans to attend a meeting of local stakeholders on the issue Monday and said she thinks "we need to stay focused on trying to fix the problem and not panic at this point."

Still, "What if?" weighs heavily on some residents' minds. "If it happens again ... people have not even recovered from the last one," Rogers said. "They lost their homes. They lost everything, and I don't think they can go through it again."

Medeiros, who still hasn't finished repairs from the 2010 floods, was clear about how another flood would affect him. "If it happens again, my house is for sale," he said. "I can't afford to repair it again."

On the edge of destruction

Long Pond residents fear rising waters, more floods

By ANIKA CLARK
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LAKEVILLE — As the Assawompsett pond complex creeps higher, so do people's fears that the waters could again overflow their banks.

"I've been watching (Long Pond) all summer long, and ... it's been high," said Rick Medeiros, who estimated it has cost him \$40,000 out-of-pocket to repair damage to his Shore Avenue summer home from the 2010 floods.

"I've got about 5 inches (until the water's) over the top of my wall again, already. And this is only in November," he said. "It's way higher than it should be."

A measurement taken Friday at Assawompsett Pond — one of the ponds in a complex that includes Long, Pocksha, Great Quittacas and Little Quittacas ponds — showed the water level to be roughly a foot higher than average, over recent decades, for this time of year. That's about a foot higher than desired levels set in the wake of the 2010 floods, said David Johnston, regional director of the Massachusetts Department of Environmental Protection's southeast region.

