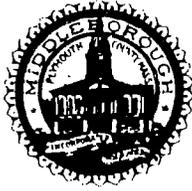


NEW BUSINESS

9-9-13



Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

LICENSE AGREEMENT

I, Marjorie H. Thomas, Trustee of the Marjorie Thomas Investment Trust, of Middleboro, Plymouth County, Massachusetts, hereafter "Owner", hereby grants to the Town of Middleborough acting through its Board of Selectmen, hereafter "Licensee", a license to use my property hereafter described (the "property") on the following terms and conditions:

1. The property is located off Wareham Street on Don Boucher's Way in Middleborough, Massachusetts, contains a building and 8.60 acres of land more or less and is shown on Middleborough Assessors Map 58H as Lot 3226.
2. Licensee shall have the right to use the property for storage of vehicles, equipment and other personal property in connection with the operation of the Licensee's Department of Public Works.
3. This license is effective for the period from September 1, 2013 through December 31, 2013. The license may be terminated at any time by Owner or Licensee by written notice given to the other party at least ten (10) days prior to the effective date of termination of the license. The license is personal to Licensee and may not be assigned. This license is not a lease or other tenancy agreement.
4. Licensee shall indemnify and hold Owner harmless for any claims for damages arising out of or in connection with Licensee's use of the property hereunder.

5. Licensee shall pay to Owner the sum of One Thousand Dollars (\$1,000.00) for each month that this license is in effect as a fee for the license. Licensee shall pay or reimburse Owner for the electric bill for all electric service to the property incurred while the license is in effect, and Licensee shall make such payment or reimbursement within (3) weeks after Owner gives an electric bill to Licensee.

WITNESS the hands and seals of the undersigned this 9th day of September, 2013.

Owner:

Margorie H. Thomas

LICENSEE:

By

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS:

On this 27 day of August, 2013, before me, the undersigned notary public, personally appeared Marjorie H. Thomas, a Trustee as aforesaid, provide to me through satisfactory evidence of identification which was a Commonwealth of Massachusetts Driver's License, to be the person whose name is signed on the attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Celine Rose LaCelle

Notary Public

My Commission Expires:

March 23, 2018



Town of Middleborough

Massachusetts

**BOARD OF SELECTMEN
APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)**

DATE 9-3-2013
NAME OF APPLICANT BILL SECKINGER
ADDRESS OF APPLICANT 13 HARDING ST. LAKESIDE
ASSESSORS MAP & LOT _____
DAYTIME TELEPHONE 508-923-0505

NAME OF BUSINESS Mudcog's LIQUOR
OWNER OF PROPERTY TO BE LICENSED BILL SECKINGER
ADDRESS OF PROPERTY TO BE LICENSED 200 OAK POINT DRIVE
ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand _____ WRPD _____
Class I Automobile Dealer License _____ Earth Removal Permit _____
Class II Automobile Dealer License _____ Liquor License ONE-DAY
Class III Automobile Dealer License _____ Junk Dealer _____
Entertainment _____ Other full LIQUOR

Anticipated Start Date for Business: 9-12-2013
Days & Hours of Operation: 12 NOON TO 10⁰⁰ PM

FUNDRAISER FOR HOMES FOR OUR TROOPS
Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain:

YES 200 OAK POINT DRIVE

Signature Bill Seckinger

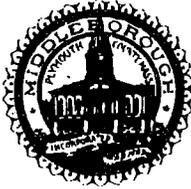
DATE OF HEARING: _____

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3rd floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:

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

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? _____



Town of Middleborough

Massachusetts

**BOARD OF SELECTMEN
APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)**

DATE 9-3-2013
NAME OF APPLICANT BILL SECKINGER
ADDRESS OF APPLICANT 13 HARDING ST. LAKWOOD
ASSESSORS MAP & LOT _____
DAYTIME TELEPHONE 508-923-0505

NAME OF BUSINESS Mockey's LIQUOR
OWNER OF PROPERTY TO BE LICENSED BILL SECKINGER
ADDRESS OF PROPERTY TO BE LICENSED 200 OAK POINT DRIVE
ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand _____ WRPD _____
Class I Automobile Dealer License _____ Earth Removal Permit _____
Class II Automobile Dealer License _____ Liquor License ONE DAY
Class III Automobile Dealer License _____ Junk Dealer _____
Entertainment _____ Other full LIQUOR

Anticipated Start Date for Business: 9-14-2013
Days & Hours of Operation: 5⁰⁰pm TO 11⁰⁰pm

fundraiser for ST. VINCENT DePaul
Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain:

Yes, 200 OAK POINT DRIVE

Signature Bill Seckinger

DATE OF HEARING: _____

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3rd floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:

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

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? _____



Town of Middleborough

Massachusetts

BOARD OF SELECTMEN APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 9/3
 NAME OF APPLICANT Mural Dupuy for Middleboro Friends
 ADDRESS OF APPLICANT 312 Middleboro
 ASSESSORS MAP & LOT _____
 DAYTIME TELEPHONE _____

NAME OF BUSINESS William Faulter The Barending Service
 OWNER OF PROPERTY TO BE LICENSED from 1622 Town of Middleborough
 ADDRESS OF PROPERTY TO BE LICENSED 15 Chickenshaw St. N.E.
 ASSESSORS MAP & LOT 50P/5389 50P-6189

TYPE OF LICENSE REQUESTED (Check One)
 2nd Hand _____ WRPD _____
 Class I Automobile Dealer License _____ Earth Removal Permit _____
 Class II Automobile Dealer License _____ Liquor License 1 day -
 Class III Automobile Dealer License _____ Junk Dealer _____
 Entertainment _____ Other All Alcohol

Anticipated Start Date for Business: Oct 26, 2013
 Days & Hours of Operation: 9 to 12 noon
7pm

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?
 If yes, explain: _____

Signature Mural Dupuy
 DATE OF HEARING: 9.9.13

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3rd floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

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

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

Judy M. MacDwald

Alan



Town of Middleborough Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 9/3/13 William Fuller Antiquary Service of N.E.
 NAME OF APPLICANT _____
 ADDRESS OF APPLICANT 13 WEST END AVE
 ASSESSORS MAP & LOT 496/15595
 DAYTIME TELEPHONE 508 923 0004

NAME OF BUSINESS Alley Theatre
 OWNER OF PROPERTY TO BE LICENSED HOWARD TRU TRUST
 ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST
 ASSESSORS MAP & LOT 52P/5389

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture
- Class I License
- Class III License
- Common Vicennial
- Entertainment
- 2nd Hand Clothing
- Class II License
- Liquor License RESTAURANT BEER, WINE
- Automatic Amusement
- Other

Anticipated Start Date for Business Comedy Show - September 20, 2013
 Hours requested: 7pm - 10pm

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

YES, SIMILAR LICENSES AND SUBSEQUENT APPROVAL

Signature [Handwritten Signature]

DATE OF HEARING 9-9-13

APPROVED/DENIED

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

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

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

Judy M. MacDonald

[Handwritten Signature]



Town of Middleborough

Massachusetts

BOARD OF SELECTMEN

APPLICATION FOR LICENSE (PLEASE TYPE OR PRINT CLEARLY)

DATE 9/3/13 NAME OF APPLICANT William Folger PROTECTIVE SERVICE of N.E. ADDRESS OF APPLICANT 13 WEST END AVE ASSESSORS MAP & LOT 415 15575 DAYTIME TELEPHONE 978 923 4094

NAME OF BUSINESS ALKY THEATRE OWNER OF PROPERTY TO BE LICENSED HOWARD ANN TRUST ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST ASSESSORS MAP & LOT 50P 15389

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture, Class I License, Class III License, Common Victrolas, Entertainment, 2nd Hand Clothing, Class II License, Liquor License, Automatic Amusement, Other. Liquor License checked with handwritten note: BEER/WINE

Anticipated Start Date for Business September 21, 2013 - TRIVIA NIGHT Hours requested: 7pm - 11pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere? If yes, explain: YES, SIMILAR LICENSES AND SUBSEQUENT APPROVAL

Signature [Handwritten Signature]

DATE OF HEARING 9-9-13 APPROVED/DENIED

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

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

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

Judy M. Mac Donald

[Handwritten Signature]



**Town of Middleborough
Massachusetts**

BOARD OF SELECTMEN

**APPLICATION FOR LICENSE
(PLEASE TYPE OR PRINT CLEARLY)**

DATE 9/3/13
NAME OF APPLICANT William Fuller *Attending SERVICE of N.E.*
ADDRESS OF APPLICANT 13 WEST END AVE
ASSESSORS MAP & LOT 418 15595
DAYTIME TELEPHONE 508 923 4004

NAME OF BUSINESS Alley Theatre
OWNER OF PROPERTY TO BE LICENSED HOWARD INV TRUST
ADDRESS OF PROPERTY TO BE LICENSED 133 CENTER ST
ASSESSORS MAP & LOT 52P/5389

TYPE OF LICENSE REQUESTED (Check One)

- 2nd Hand Furniture
- Class I License
- Class III License
- Common Victualer
- Entertainment
- 2nd Hand Clothing
- Class II License
- Liquor License ALL BEER/WINE
- Automatic Amusement
- Other

Anticipated Start Date for Business November 2, 2013 - Comedy Show
Hours requested: 7pm - 11pm

Has the Applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain: YES, SIMILAR PERMITS AND SUBSEQUENT APPROVAL

Signature [Handwritten Signature]

DATE OF HEARING 9-9-13 APPROVED/DENIED

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

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

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

Judy M. MacDonald

[Handwritten Signature]

Sep. 4. 2013 9:01AM

Selectmens Office Middleborough

No. 0427 P. 2



Town of Middleborough Massachusetts

BOARD OF SELECTMEN APPLICATION FOR LICENSE OR LICENSING TRANSACTION (PLEASE TYPE OR PRINT CLEARLY)

DATE 9.4.13
NAME OF APPLICANT Dennis Barbato
ADDRESS OF APPLICANT _____
ASSESSORS MAP & LOT _____
DAYTIME TELEPHONE _____

NAME OF BUSINESS 58 East Grove Road the Boston Tavern
OWNER OF PROPERTY TO BE LICENSED _____
ADDRESS OF PROPERTY TO BE LICENSED 58 East Grove St.
ASSESSORS MAP & LOT 58, 5057

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand _____
Class I Automobile Dealer License _____
Class II Automobile Dealer License _____
Class III Automobile Dealer License _____
Entertainment _____

WRPD _____
Earth Removal Permit _____
Liquor License _____
Junk Dealer _____
Other Pledge of Liquor license

Anticipated Start Date for Business: _____
Days & Hours of Operation: _____

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain: _____

Signature _____

DATE OF HEARING: 9.9.13

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3rd floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:

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

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

Judy M. MacDonald



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

LICENSEE NAME:

ADDRESS:

CITY/TOWN: STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Pledge of License | <input type="checkbox"/> Change Corporate Name |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Seasonal to Annual |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Transfer of Stock | <input type="checkbox"/> Change of License Type |
| <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> Other <input type="text"/> |
| <input type="checkbox"/> 6-Day to 7-Day License | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Wine & Malt to All Alcohol | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396**



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

07000068

ABCC License Number

Middleboro

City/Town

The licensee 58 East Grove Inc dba Boston Tavern respectfully petitions the Licensing Authorities to approve the following transactions:

- Change of Manager
- Pledge of License/Stock
- Change of Corporate Name/DBA
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")
- Alteration of Premises
- Cordial & Liqueurs
- Change of Location

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock*

Loan Principal Amount: \$ Interest Rate:

Payment Term: Lender:

Change of Corporate Name/DBA*

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

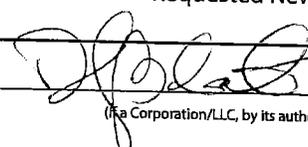
Description of Alteration:

Change of Location: (must fill out attached financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee


(If a Corporation/LLC, by its authorized representative)

Date Signed

*Must have Certificate of Good Standing from MA Department of Revenue

ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

58 East Grove, Inc., d/b/a The Boston Tavern, in consideration of, and as partial security for, the Four Hundred Twenty-Five Thousand and 00/100 Dollar (\$425,000.00) commercial promissory note and loan and the Three Hundred Forty Thousand and 00/100 (\$340,000.00) commercial promissory note and loan made this date by **Rockland Trust Company** to this Corporation and Barmor Realty LLC as co-Borrowers, does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to **Rockland Trust Company** (the "Lender") this corporation's liquor license and all alcohol and liquor inventory, and the like now owned and hereinafter acquired by this corporation with respect to the ownership and operation of the tavern business known as **The Boston Tavern** located at 58 East Grove Street, Middleborough, Massachusetts. This assignment and pledge shall be a first pledge and security interest to said **Rockland Trust Company**, and shall be evidenced and secured in part by those Uniform Commercial Code financing statements of even date recorded with the Massachusetts Secretary of State.

The undersigned represents and warrants as follows:

1. The undersigned has the power and authority to enter into this Pledge Agreement.
2. The License is not subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge or sell the License to any other individual or entity for so long as any obligations secured hereby remain outstanding, without the prior written consent of the Lender.
3. The undersigned will pay when due all taxes, charges, liens and assessments against the License and the beverages authorized to be sold under the License. The undersigned will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.
4. The undersigned shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies which in any manner restricts the use of the License.
5. The undersigned will comply with all applicable laws and regulations with respect to the License or its use.
6. The undersigned agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interest granted herein, including executing any applications for approval of this Pledge.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender, the Lender shall have any and all rights provided by law, including those of a

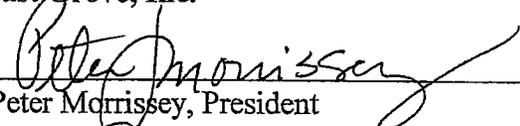
secured party under the Uniform Commercial Code. The Lender shall have the right to apply the proceeds of any disposition of the License to the payment of any obligation of the undersigned to the Lender, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The undersigned hereby grants the Lender an irrevocable power of attorney to endorse the name of the undersigned on any and all documents deemed necessary to effectuate the prompt transfer of the License.

The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Agreement which shall be added to the loan balance.

WITNESS our hands and seals this 22nd day of January, 2013.

58 East Grove, Inc.

By: 
Peter Morrissey, President

By: 
Dennis Barbato, Treasurer

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

On this 22nd day of January, 2013, before me, the undersigned notary public, personally appeared Peter Morrissey and Dennis Barbato, proved to me through satisfactory evidence of identification, which was Licenses, to be the persons whose names are signed on the preceding or attached document, as President and Treasurer, and acknowledged to me that they signed it voluntarily for its stated purpose.


Howard M. Kelman – Notary Public
My commission expires: 10/04/2013

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7066
BOSTON, MA 02204



AMY PITTER, COMMISSIONER
ROBERT O'NEILL, BUREAU CHIEF

58 EAST GROVE INC.
58 EAST GROVE STT
MIDDLEBORO, MA 02346

T/P ID 461097865
Date 8/5/2013
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "Robert O'Neill".

Robert O'Neill, Bureau Chief

Rockland Trust

Rockland, MA 02370

COMMERCIAL PROMISSORY NOTE

Loan No. 310752300

\$425,000.00

Plymouth, Massachusetts

January 22, 2013

FOR VALUE RECEIVED, the undersigned 58 East Grove, Inc., a Massachusetts corporation, and Barmor Realty LLC, a Massachusetts limited liability company, each with a business and notice address of 3 North Green Street, Plymouth, Massachusetts 02360 (jointly and severally if more than one) (the "Borrower") promises(s) to pay to the order of ROCKLAND TRUST COMPANY (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of FOUR HUNDRED TWENTY-FIVE THOUSAND and 00/100 (\$425,000.00) Dollars with interest thereon, in accordance with the provisions as indicated below, or on demand if none are indicated, secured by a first mortgage on the property at 58 East Grove Street, Middleborough, Massachusetts and/or by other collateral assigned, pledged, conveyed to or otherwise acquired by the Bank as security for this Note.

INTEREST RATE: Interest on the unpaid principal balance of the within Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue as follows:

ADJUSTABLE RATE: This is an Adjustable Rate Loan. The Note has an "Initial Interest Rate" of 4.50%. The interest rate may be increased or decreased beginning on January 22, 2018 (the "adjustment date"). The interest rate shall be adjusted, up or down, at a rate of 3.00% per annum over the Index Rate. The Index Rate is the Five Year Classic Advance Rate in effect on each adjustment date. The term "Five Year Classic Advance Rate" shall be the rate listed by the Federal Home Loan Bank Boston (FHLBB) as the so-called Five Year Classic Advance Rate.

In no event shall the rate of interest charged hereunder ever be less than 4.50% per annum.

INTEREST PAYMENTS: Interest, at the rate set forth above, shall be paid as follows:

INTEREST INCLUDED IN REPAYMENTS: Interest is included in the payment(s) to be made pursuant to the Repayment Provisions For Principal set forth below.

PRINCIPAL ADVANCES:

SINGLE ADVANCE: The principal amount has been advanced this date in full.

REPAYMENT PROVISIONS FOR PRINCIPAL:

ADJUSTABLE: In (120) consecutive monthly payments, the Borrower will make level payments of principal and interest monthly in arrears. The Note will have an "Initial Payment Amount" of \$2,703.12. The first such payment shall be due and payable on February 22, 2013 and each subsequent installment shall be due on the like day of each month thereafter. Such payments shall be applied first to interest then due and the balance thereof to principal. Payment amounts are subject to change, up or down, depending upon any changes in the Index Rate as outlined above. Payment amounts shall be re-calculated based upon an amortization schedule of 240 months (although the Note may have a much shorter maturity).

All amounts outstanding on the Note will be due and payable on January 22, 2023.

PREPAYMENT: The Borrower may at its option prepay the loan at any time. However, if the loan is prepaid (including without limitation, a prepayment made due to an acceleration upon default by the Borrower) the Borrower shall be obligated to pay the Bank simultaneously with such prepayment, a prepayment premium in an amount equal to:

- Five (5%) percent of the amount of principal prepaid during the first and/or sixth year of the term of this Note;
- Four (4%) percent of the amount of principal prepaid during the second and/or seventh year of the term of this Note;
- Three (3%) percent of the amount of principal prepaid during the third and/or eighth year of the term of this Note;
- Two (2%) percent of the amount of principal prepaid during the fourth and/or ninth year of the term of this Note; and
- One (1%) percent of the amount of principal prepaid during the fifth and/or tenth year of the term of this Note.

Notwithstanding the foregoing, provided the Borrower is not in Default of any duty or obligation contained herein, the Borrower may make principal reduction payments of up to \$10,000.00 per calendar year without such payments being subject to the prepayment penalty set forth herein. All payments in excess of this dollar amount shall be subject to this prepayment penalty. There shall be no right to carry over to future years any portion of this \$10,000.00 not prepaid in any particular year, and this right to prepay without penalty shall not apply in the event of a refinancing of this Note.

USE OF PROCEEDS: For Business, Commercial or Agricultural Purposes.

LATE CHARGES: If Borrower shall fail for more than fifteen (15) days after the date due to make any payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

APPLICATION OF PAYMENTS; RETURNED ITEMS: Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine. In addition to other

Rockland Trust

Rockland, MA 02370

COMMERCIAL PROMISSORY NOTE

charges hereunder, Borrower will pay a fee to Bank if Borrower makes a payment on this Note and the check or preauthorized charge with which the payment was made is later dishonored, which fee will be the Bank's then current charge for returned items, but not less than \$25.00.

EVENTS OF DEFAULT: Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without demand, notice or protest (which are hereby waived), the entire unpaid balance of the within Note and all unpaid accrued interest hereunder shall become immediately due and payable and such Event of Default shall also constitute a default under all agreements between the Bank and the Borrower and all instruments and papers given the Bank by Borrower, and without altering the demand nature of this Note if principal is due on demand:

(a) The failure by the Borrower to pay when due within five (5) days of the date when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank; (b) The failure by the Borrower to pay any liability of the Borrower to the Bank or to perform when due any other agreement with Bank or the occurrence of any default under any agreement with the Bank; (c) The determination by the Bank that any written representation or warranty made by the Borrower to the Bank was not true or complete in any material respect when given; (d) Any act by, against, or relating to the Borrower, or the property or assets of the Borrower, which act constitutes the application for or consent to the appointment of a receiver, trustee, or other person pursuant to court action or otherwise, (e) the granting by the Borrower of any trust mortgage, assignment for the benefit of its creditors; or failure by the Borrower to pay its debts as they mature; or if Borrower shall become insolvent; or any complaint, application, or petition is filed by or against the Borrower pursuant to the Bankruptcy Code as amended from time to time or pursuant to any other insolvency statute or procedure; the calling or sufferance of a meeting of creditors of the Borrower; or the initiation of any other judicial or non-judicial proceeding or agreement by or against the Borrower which seeks or intends to accomplish a reorganization or arrangement with Borrower's creditors; (f) The imposition of any lien upon any assets of the Borrower or the entry of any judgment against the Borrower; (g) The occurrence of any event or circumstance such that the Bank deems itself to be insecure; (h) The death of any Borrower individual or the termination of existence, dissolution, winding up, or liquidation of any Borrower entity; (i) The issuance of any court order which enjoins, restrains or any way prevents the Borrower from conducting all or any part of its business in the ordinary course; (j) The service of any process upon the Bank seeking to attach any funds of the Borrower on deposit with the Bank; (k) Any material change in the management of the Borrower and/or any direct or indirect change in the ownership of more than 10% of the capital stock or any other equity interest of the Borrower from that existing on the date hereof; (l) The occurrence of any loss, theft, damage, destruction of any material portion of the assets of the Borrower, or the sale of (other than in the ordinary course of business) or encumbrance to any of the assets of the Borrower; (m) The merger or consolidation of the Borrower with or into any other corporation or other entity; (n) The occurrence of any of the foregoing Events of Default with respect to any guarantor or endorser to the Bank of the liabilities of Borrower to the Bank, as if such grantor or endorser were the "Borrower" described herein.

IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.

SUBORDINATION OF DEBT: The Borrower covenants and represents to the Bank that any indebtedness which the Borrower or any entity Guarantor of Borrower owes now or in the future to any individual or entity, including without limitation any beneficiary, shareholder or member of the Borrower or any Guarantor or affiliate of the Borrower is and shall be wholly subordinate to the Borrower's obligations owed now or in the future to the Bank. The Borrower shall not make any payment on that subordinated indebtedness without the prior written consent of the Bank.

RATE OF INTEREST UPON DEFAULT: The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the rate of eighteen (18%) percent per annum or at a floating annual rate equal to the Bank's Base Lending Rate from time to time in effect plus four (4%) percent, whichever is higher, until paid in full.

RIGHT OF SETOFF: Any and all deposits or other sums at any time credited by or due to the Borrower from the Bank, and any cash, securities, instruments, or other property of the Borrower in the possession of the Bank, whether for safekeeping, or otherwise, or in transit to or from the Bank, or in the possession of any third party acting on the Bank's behalf (regardless of the reason the Bank had received same or whether the Bank has conditionally released the same) shall at all times constitute security for any and all liabilities, obligations, and indebtedness of the Borrower to the Bank, and may be applied or set off against such liabilities, obligations, and indebtedness, at any time, without notice, whether or not such liabilities, obligations, and indebtedness are then due or whether or not other collateral is available to the Bank.

NO WAIVER: No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower or any endorser or guarantor by the Bank with respect to this Note and/or any collateral given to secure the within Note.

INDEMNITY: The Borrower shall indemnify, defend, and hold the Bank harmless against any claim brought or threatened against the Bank by any person (as well as from reasonable attorney's fees and expenses in connection therewith) on account of the Bank's relationship with the Borrower, each of which may be defended, compromised, settled or pursued by the Bank with counsel of the Bank's selection, but at the expense of the Borrower.

EXPENSES: The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses, including, without limitation, the costs of any appraisals or environmental site assessments of any collateral for this Note, filing fees, recording fees and record search fees, incurred by the Bank in the administration of all liabilities, obligations, and indebtedness, of the Borrower or directly or indirectly related to the preservation, protection, collection, or enforcement of any of the Bank's rights against the Borrower and against any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

Rockland Trust

Rockland, MA 02370

COMMERCIAL PROMISSORY NOTE

RELEASES; NO CONTRIBUTION: The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. Each reference in the within Note to the Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

MAXIMUM RATE OF INTEREST: If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

FINANCIAL STATEMENTS: Borrower and each Guarantor which is an entity must furnish the Bank, within One Hundred Twenty (120) days after the end of each fiscal year, a copy of its signed federal tax return and all schedules for the preceding fiscal year within such one hundred twenty day period. Each Guarantor who is an individual must furnish the Bank within One Hundred Twenty (120) days after the end of each tax year, a personal financial statement on the Bank's form used for such purpose and such person's signed federal income tax return and all schedules. The Borrower will also provide such other information concerning the Borrower, or any Guarantor, as the Bank may request from time to time. The Borrower and each Guarantor shall provide to the Bank such other information and documentation as and when the Bank shall request the same. Failure to provide the reports above shall be deemed to be an Event of Default hereunder.

JURISDICTION, ETC.: This Note is delivered to the Bank at one of its offices in Massachusetts, shall be governed by the laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower and each endorser and guarantor of this Note submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure their respective liabilities to the Bank, or their respective relationships with the Bank.

BINDING EFFECT: The within Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

LOAN AUDIT COMPLIANCE AGREEMENT: The Loan, including all subsequent renewals and extensions thereof, will be subject to a *POST-CLOSING QUALITY CONTROL DOCUMENTATION REVIEW*. The Borrower and each Guarantor, if requested by Bank or someone acting on behalf of Bank, agree to cooperate fully and adjust for clerical errors on any and all documents or instruments executed in connection with the extension of the Loan, and to execute and deliver all such further instruments as the Bank may reasonably require to effectuate more perfectly the intent of the loan documents.

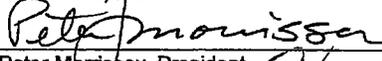
All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence.

COMPLETION OF NOTE; MISCELLANEOUS: The Borrower and each endorser and guarantor hereof authorize the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note.

WITNESS


Signed in my Presence: Howard M. Keilman

MAKER (the "Borrower")
58 East Grove, Inc.

By: 
Peter Morrissey, President

By: 
Dennis Barbato, Treasurer

Address: 3 North Green Street
Plymouth, MA 02360

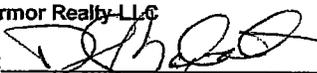
SIGNATURES CONTINUED ON FOLLOWING PAGE

Rockland Trust

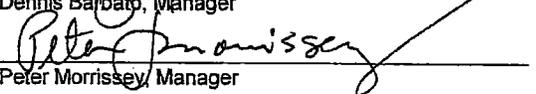
Rockland, MA 02370

COMMERCIAL PROMISSORY NOTE

Barmor Realty LLC

By: 

Dennis Barbato, Manager

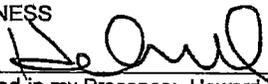
By: 

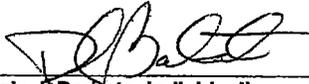
Peter Morrissey, Manager

Address: 3 North Green Street
Plymouth, MA 02360

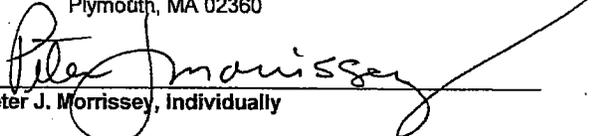
FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, each of the following endorses and guarantees the within Note and intends such endorsement and guaranty to take effect under seal:

WITNESS


Signed in my Presence: Howard M. Kelman


Dennis J. Barbato, Individually

Address: 3 North Green Street
Plymouth, MA 02360


Peter J. Morrissey, Individually

Address: 5 Capone Road
Foxboro, MA 02035

hmk.rocklandtrust.barbato.\$425k.note
1/18/2013 9:48 AM



Town of Middleborough
Office of Economic & Community Development
20 Centre Street
Middleborough, MA 02346
Tel: 508-946-2402, Fax: 508-946-2413
JKudcey@Middleborough.com

September 4, 2013

Memorandum

To: Board of Selectmen Chair Stephen J. McKinnon
Board Members Allin Frawley, Ben Quelle, Leilani Dalpe and John Knowlton

From: Jane Kudcey, Office of Economic and Community Development (OECD)

RE: MassWorks Grant Application for Everett Square/Centre Street Revitalization

The OECD will be applying for approximately \$1.5 million to the State Executive Office of Housing and Economic Development's (EOHED) MassWorks Infrastructure Program in September for infrastructure improvements to the Downtown. The proposed project consists of four general tasks related to:

- Geometric and safety improvements to Everett Square
- Geometric and safety improvements at the intersection of Centre Street and Oak Street
- Reconstruction of the existing parking lot located between Pearl Street and Oak Street
- Repairs and improved handicapped accessibility to the sidewalks on Centre St. from Everett Square to the intersection of South Main and Center Street.

The OECD had applied for these funds in September of 2012 which were not awarded. Improvements were made to the last application based upon advice offered at a meeting in Boston between the Town Manager, OECD and EOHED staff. Please refer to the attached 2012 maps for overview of projects and design layouts.

McMahon Associates are in the process of further developing the original designs that were submitted last year so that the Town will be ready to proceed with the project upon award notification. Local businesses in Everett Square have been contacted directly for input. In addition, a public hearing will be held to review the designs on September 13th at 8:00 a.m. in the 3rd floor conference room before the grant application is submitted.

I am requesting a formal vote from the Board to authorize acceptance of state funding for this project should it be awarded and to authorize the Town Manager to sign the MassWorks application certification letter.

Thank you for your attention in this matter.

C: Charles Cristello, Town Manager

*Incorporated 1669
344 Years of Progress*



CRANBERRY CAPITAL
OF THE WORLD



Town of Middleborough
Massachusetts

CHARLES J. CRISTELLO
Town Manager

508-947-0928
FAX 508-946-2320

September 9, 2013

Secretary Gregory Bialecki
Executive Office of Housing and Economic Development
1 Ashburton Place
Boston, MA 02108

Dear Secretary Bialecki:

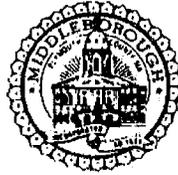
I, Charles J. Cristello, hereby certify that I am duly authorized to submit this application on behalf of the Town of Middleborough and to agree to implement the MassWorks Infrastructure Program requirements on behalf of said municipality. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to make the MassWorks Infrastructure grant and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the grant if any of the information provided is inaccurate, misleading, or false.

I hereby certify under the pains and penalties of perjury that the answers submitted in this application and the documentation submitted in support are accurate and complete.

Name	Title	Date
------	-------	------

Please return an original copy of the signed authorization letter to:
MassWorks Infrastructure Program
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

 **DRAFT**



 **DRAFT**

WARRANT FOR SPECIAL TOWN MEETING

Middleborough, Massachusetts

To Bruce D. Gates, Police Chief or any of the
Police Officers of the Town of Middleborough

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby required to notify and warn all the inhabitants of said Town, qualified to vote in Town affairs, to meet in the **Auditorium of the Middleborough High School, on Monday, October 7, 2012 at 7:00 P.M.**, to act on the following articles:

ARTICLE 1. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account, or other available source to supplement and/or adjust departmental budgets for Fiscal Year 2014, or act anything thereon.

ARTICLE 2. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, an existing appropriation or account, or other available source for unpaid bills from prior years, or act anything thereon.

ARTICLE 3. To see if the Town will vote to raise and appropriate and/or transfer a sum of money of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account, or other available source to fund sick leave buy-backs or act anything thereon.

ARTICLE 4. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, to be placed into the Stabilization Fund, or act anything thereon.

ARTICLE 5. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, to be placed into the Other Post-Employment Benefits Liability Trust Fund, or act anything thereon.

ARTICLE 6. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source to fund one or more collective bargaining agreements, or act anything thereon.

ARTICLE 7. To see if the Town will vote to raise and appropriate and /or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source for the purpose of reimbursing retired Town employees and other persons enrolled in the Town's Medicare health insurance plans for some of the health insurance premiums and co-payments paid by said retirees and other persons after Fiscal Year 2012, and to pay any related costs, or act anything thereon.

ARTICLE 8. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to purchase new firearms for the Police Department, or act anything thereon.

ARTICLE 9. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation of account or other available source or by borrowing to purchase a 20/30 passenger special needs school bus with a wheelchair lift and a new maintenance vehicle for the School Department, or act anything thereon.

ARTICLE 10. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to shore up the bridge structure at Middleborough High School, or act anything thereon.

ARTICLE 11. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source or by borrowing to purchase computers, servers, monitors, printers, and related hardware and software for various Town departments, or act anything thereon.

ARTICLE 12. To see if the Town will vote to rescind various debt authorization(s) voted at previous town meeting(s) for capital projects and raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source to fund capital projects voted at previous town meetings(s), or act anything thereon.

ARTICLE 13. To see if the Town will vote to raise and appropriate and/or transfer a sum of money from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing for the Department of Public Works for all relevant and necessary expenses associated with new stormwater activities required by the EPA/DEP, or act anything thereon.

ARTICLE 14. To see if the Town will vote to transfer \$14,787 from the receipts reserved for the Water Pollution Abatement Trust Loan Repayment Account in order to meet the Town's obligation for payment of the Water Pollution Trust Loan, or act anything thereon.

ARTICLE 15. To see if the Town will include water main replacements on Mitchell, Sachem, Park, Sprout, and Vine Streets to the water system improvements project voted under Article 12 of the warrant for the September 23, 2002 Special Town meeting, or act anything thereon.

ARTICLE 16. To see if the Town will vote to appropriate \$91,050 from the Historic Resources Reserve of the Community Preservation Fund to fund climate control measures at the Middleborough Historical Museum for preservation of two museum buildings, historic town records and artifacts contained in the two buildings; said funds to be expended under the direction of the Community Preservation Committee; or act anything thereon.

Sponsored by the Community Preservation Committee

ARTICLE 17. To see if the Town will vote to appropriate \$68,509 from the Historic Resources Reserve of the Community Preservation Fund to begin Phase 2 of the Town's Historic & Vital Records Preservation which will include establishing a computerized retrieval system; said funds to be expended under the direction of the Community Preservation Committee; or take any other action thereon.

Sponsored by the Community Preservation Committee

ARTICLE 18. To see if the Town will vote to appropriate \$10,000 from the Historic Resources Reserve of the Community Preservation Fund to fund a study by the Historical Commission to determine the overall condition of the estate and the value of a conservation restriction and a historic preservation restriction on the Oliver Homestead located on Plymouth Street on the Nemasket River; said funds to be expended under the direction of the Community Preservation Committee; or take any other action thereon.

Sponsored by the Community Preservation Committee

ARTICLE 19. To see if the Town will vote to appropriate \$156,600 from the Open Space Reserve of the Community Preservation Fund for the Conservation Commission's proposal to acquire and preserve the Lion's Head Property which consists of 103 acres on the Nemasket River; said appropriation is contingent upon Wild Lands Trusts and Land Grant funding; said funds to be expended under the direction of the Community Preservation Committee; or take any other action thereon.

Sponsored by the Community Preservation Committee

ARTICLE 20. To see if the Town of Middleborough will vote to appropriate, and authorize the Treasurer with the approval of the Selectmen to allow funding from the Community Preservation Act Fund to borrow the sum of (\$435,000.00) according to M.G.L. Chapter 44, Section 8C, for the purpose of purchasing for conservation and passive recreation purposes, by eminent domain or negotiated purchase or otherwise, a certain property together with buildings thereon, known as "Lion's Head" consisting of 103.09 acres, more or less, as shown on a plan entitled "Plan of Land in Middleborough" made by (surveying firm dated); that said land be conveyed to said

Town of Middleborough under the provisions of Massachusetts General Laws, Chapter 40, Section 8C, and as it may hereafter be amended and other Massachusetts statutes relating to Conservation, to be managed and controlled by the Conservation Commission of Middleborough, and the Conservation Commission be authorized to file on behalf of Middleborough any and all applications deemed necessary for grants and/or reimbursements from the Commonwealth of Massachusetts deemed necessary under Chapter 132A, Section 11 and /or any others in any way connected with the scope of this Article, and the Town of Middleborough and the Conservation Commission be authorized to enter into all agreements and execute any and all instruments as may be necessary on behalf of Middleborough to affect said purchase.

ARTICLE 21. To see if the Town of Middleborough will vote to raise, borrow and/or appropriate \$156,600.00 for the acquisition by gift, negotiated purchase or eminent domain of a parcel of land of approximately 103.09 +/- acres owned by Sarah Jigerjian and Mary Jigerjian as described on Assessors Map 21 Parcels 1141 & 4652 and Map 12, Parcel 4585, to be managed and controlled by the Conservation Commission of the Town of Middleborough in accordance with Chapter 40, Section 8C for conservation and passive recreation purposes, and to meet said appropriate with funds transferred and/or borrowed in accordance with M.G.L. Chapter 293, the Community Preservation Act and to authorize the Treasurer, with the approval of the Board of Selectmen, to issue any bonds or notes that may be necessary for that purpose, as authorized by M.G.L. Chapter 44, or any other enabling authority, and that the Town Manager or Board of Selectmen be authorized to file on behalf of the Town of Middleborough any and all applications deemed necessary under the Self-Help Act (M.G.L. Chapter 132A, Section 11) or any other applications for funds in any way connected with the scope of this acquisition, and the Town manager and the Board of Selectmen and the Conservation Commission be authorized, as they deem appropriate, to enter into all agreements and execute any and all instruments including the conveyance of a perpetual conservation restriction in accordance with M.G.L. Chapter 184 as required by Section 12(a) of Chapter 44B or Chapter 293 Section 10 of the Acts of 1998 as amended, as may be necessary on behalf of the Town of Middleborough to affect said purchase. Said conservation restriction may be granted to the Wildlands Trust or any other organization qualified and willing to hold such a restriction.

ARTICLE 22. To see if the Town will vote to amend its Zoning By-laws for the purpose of regulating the locations of registered marijuana dispensaries by adding a new use to the TABLE OF USES in Section 3.1, Subsection D – COMMERCIAL USES so that the new use is permitted in the General Use (GU) District by special permit from the Board of Appeals but not otherwise and that the by-laws read as follows:

TABLE OF USES									
PRINCIPAL USE	RA	RB	RR	B	I	GU	GUX	GUA	CD
D. COMMERCIAL USES									
34. Registered Marijuana Dispensary	N	N	N	N	N	ZBA	N	N	N

, or act anything thereon.

ARTICLE 23. To see if the Town will vote to accept M.G.L. Chapter 59, Section 5L. Upon acceptance of this section by a municipality and notwithstanding any other provision of this chapter to the contrary, any taxes due under this chapter by a member or a dependent of a member of the Massachusetts National Guard or a reservist shall be deferred while that member is on active service outside the commonwealth for the next 180 days after that service. No interest or penalties shall be assessed for any period before the expiration of those 180 days, or act anything thereon.

ARTICLE 24. To see if the Town will vote to amend the existing Town by-law Regulation of Sewer Use to comply with changes mandated by the United States Environmental Protection Agency, as noted in the letter dated June 17, 2013. The Regulation/Sewer Use by-law being on file with the Town Clerk, or act anything thereon.

ARTICLE 25. To see if the Town will vote to adopt the following by-law:

Discharges to the Municipal Storm Drainage System

Section 1. Purpose

Increased and contaminated stormwater runoff is a major cause of: impairment of water quality and flow in lakes, ponds, streams, rivers, wetlands and groundwater; contamination of drinking water supplies; alteration or destruction of aquatic and wildlife habitat; and flooding.

Regulation of illicit connections and discharges to the municipal storm drain system is necessary for the protection of the Town of Middleborough's water bodies and groundwater, and to safeguard the public health, safety, welfare and the environment.

The objectives of this By-Law are:

1. to prevent Pollutants, as defined herein, from entering the Town of Middleborough's municipal separate storm sewer system (hereinafter, the "MS4");
2. to prohibit illicit connections and unauthorized discharges to the MS4 to the maximum extent practicable;
3. to require the removal of all such illicit connections;
4. to comply with state and federal statutes and regulations relating to stormwater discharges;
5. to establish the legal authority to ensure compliance with the provisions of this By-Law through inspection, monitoring, and enforcement.

Section 2. Definitions

For the purposes of this By-Law, the following shall mean:

AUTHORIZED ENFORCEMENT AGENCY: The Town of Middleborough Board of Selectmen [the Board]), its employees or agents designated to enforce this By-Law.

BEST MANAGEMENT PRACTICE ("BMP"): An activity, procedure, restraint, or structural improvement that helps to reduce the quantity or improve the quality of stormwater runoff.

CLEAN WATER ACT: The Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) as hereafter amended.

DISCHARGE OF POLLUTANTS: The addition from any source of any pollutant or combination of pollutants into the municipal storm drain system or into the waters of the United States or Commonwealth from any source.

GROUNDWATER: Water beneath the surface of the ground.

ILLICIT CONNECTION: A surface or subsurface drain or conveyance, which allows an unauthorized discharge of pollutants into the municipal storm drain system, including without limitation sewage, process wastewater, or wash water; and any connections from indoor drains, sinks, or toilets, regardless of whether said connection was previously allowed, permitted, or approved before the effective date of this By-Law.

ILLICIT DISCHARGE: Direct or indirect discharge to the municipal storm drain system that is not composed entirely of stormwater, except as exempted in Section 7. The term does not include a discharge in compliance with an NPDES Storm Water Discharge Permit or a Surface Water Discharge Permit, or resulting from firefighting activities exempted pursuant to Section 7, of this By-Law.

IMPERVIOUS SURFACE: Any material or structure on or above the ground that prevents water infiltrating the underlying soil. Impervious surface includes, without limitation, roads, paved parking lots, sidewalks, tennis/sports courts and rooftops.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) or MUNICIPAL STORM DRAIN SYSTEM: The system of conveyances designed or used for collecting or conveying stormwater, including any road with a drainage system, street, gutter, curb, inlet, piped storm drain, pumping facility, retention or detention basin, natural or man-made or altered drainage channel, reservoir, and other drainage structure that together comprise the storm drainage system owned or operated by the Town of Middleborough.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORM WATER DISCHARGE PERMIT: A permit issued by United States Environmental Protection Agency or jointly with the State that authorizes the discharge of pollutants to waters of the United States.

NON-STORMWATER DISCHARGE: Discharge to the municipal storm drain system not composed entirely of stormwater.

PERSON: An individual, partnership, association, firm, company, trust, corporation, agency, unincorporated entity, business enterprise, authority, department or political subdivision of the Commonwealth or the federal government, to the extent permitted by law, and any officer, employee, or agent of such person.

POLLUTANT: Any element or property of sewage, agricultural, industrial or commercial waste, runoff, leachate, heated effluent, or other matter whether originating at a point or nonpoint source, that is or may be introduced into any sewage treatment works or waters of the Commonwealth. Pollutants shall include without limitation:

- (1) paints, varnishes, and solvents;
- (2) oil and other automotive fluids;
- (3) yard wastes;
- (4) refuse, rubbish, garbage, litter, or other discarded or abandoned objects;
- (5) pesticides, herbicides, and fertilizers, unless applied in accordance with manufacturer's instructions;
- (6) hazardous materials and wastes; sewage, fecal coliform and pathogens;
- (7) dissolved and particulate metals above EPA's ambient water quality criteria;
- (8) animal wastes;
- (9) rock, sand, salt, soils unless applied for the purpose of public safety;

PROCESS WASTEWATER: Water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any material, intermediate product, finished product, or waste product.

RECHARGE: The process by which groundwater is replenished by precipitation through the percolation of runoff and surface water through the soil.

STORMWATER: Storm water runoff, snow melt runoff, and surface water runoff and drainage.

SURFACE WATER DISCHARGE PERMIT. A permit issued by the Department of Environmental Protection (DEP) pursuant to 314 CMR 3.00 that authorizes the discharge of pollutants to waters of the Commonwealth of Massachusetts.

TOXIC OR HAZARDOUS MATERIAL or WASTE: Any material, which because of its quantity, concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substance or substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment. Toxic or hazardous materials include any synthetic organic chemical, petroleum product, heavy metal, radioactive or infectious waste, acid and alkali, and any substance defined as Toxic or Hazardous under M.G.L. Ch.21C and Ch.21E, and the regulations at 310 CMR 30.000 and 310 CMR 40.0000.

WATERCOURSE: A natural or man-made channel through which water flows or a stream of water, including a river, brook or underground stream.

WATERS OF THE COMMONWEALTH: All waters within the jurisdiction of the Commonwealth, including, without limitation, rivers, streams, lakes, ponds, springs, impoundments, estuaries, wetlands, coastal waters, and groundwater.

WASTEWATER: Any sanitary waste, sludge, or septic tank or cesspool overflow, and water that during manufacturing, cleaning or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

Section 3. Applicability

This By-Law shall apply to flows entering the municipally owned storm drainage system.

Section 4. Authority

This By-Law is adopted under the authority granted by the Home Rule Amendment of the Massachusetts Constitution and the Home Rule Procedures Act, and pursuant to the regulations of the federal Clean Water Act found at 40 CFR 122.34.

Section 5. Responsibility for Administration

The Board shall administer, implement and enforce this By-Law. Any powers granted to or duties imposed upon the Board may be delegated in writing by the Board to agents of the Board.

Section 6. Prohibited Activities

Illicit Discharges. No person shall dump, discharge, cause or allow to be discharged any Pollutant or non-stormwater discharge into the municipal separate storm sewer system (MS4), into a watercourse, or into the waters of the Commonwealth.

Obstruction of Municipal Storm Drain System. No person shall obstruct or interfere with the normal flow of stormwater into or out of the municipal storm drain system without prior written approval from the Board.

Section 7. Exemptions

The following activities shall be exempt from the prohibitions under Section 6:

Discharge or flow resulting from firefighting activities.

Discharge or flow resulting from DPW ice and snow control operations

The following non-stormwater discharges or flows are exempt from the prohibition of non-stormwaters provided that the source is not a significant contributor of a pollutant to the municipal storm drain system:

- (1) Waterline flushing;
- (2) Flow from potable water sources;
- (3) Springs;
- (4) Natural flow from riparian habitats and wetlands;
- (5) Diverted stream flow;
- (6) Rising groundwater;
- (7) Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20), or uncontaminated pumped groundwater;
- (8) Water from exterior foundation drains, footing drains (not including active groundwater dewatering systems), crawl space pumps, or air conditioning condensation;
- (9) Discharge from landscape irrigation or lawn watering;
- (10) Water from individual residential car washing and temporary fundraising car wash events;
- (11) Discharge from dechlorinated swimming pool water (less than one ppm chlorine) provided the water is allowed to stand for one week prior to draining and the pool is drained in such a way as not to cause a nuisance;
- (12) Discharge from street sweeping;
- (13) Dye testing, provided verbal notification is given to the Board or its duly authorized agent prior to the time of the test;
- (14) Non-stormwater discharge permitted under an NPDES permit or a Surface Water Discharge Permit, waiver, or waste discharge order administered under the authority of the United States Environmental Protection Agency or the Massachusetts Department of Environmental Protection, provided that the discharge is in full compliance with the requirements of the permit, waiver, or order and applicable laws and regulations;
- (15) Discharge for which advanced written approval is received from the Board or its agent as necessary to protect public health, safety, welfare or the environment; and
- (16) Discharge allowed under a Planning Board-issued special permit/subdivision approval or under a Conservation Commission-issued Order of Conditions

Section 8. Sump Pumps

All sump pumps tied into the MS4 shall be registered with the Authorized Enforcement Agency. If, for reasons of protecting public health or the environment, the Authorized Enforcement Agency deems it necessary, disconnection of sump pump(s) or pretreatment of discharge may be required.

Section 9. Emergency Suspension of Storm Drainage Access

The Board may suspend MS4 access to any person or property without prior written notice when such suspension is necessary to stop an actual or threatened discharge of pollutants that presents imminent risk of harm to the public health, safety, welfare or the environment. In the event any person fails to comply with an emergency suspension order, the Board may take all reasonable steps to prevent or minimize harm to the public health, safety, welfare or the environment.

Section 10. Notification of Spills

Notwithstanding other requirements of local, state or federal law, as soon as a person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of or suspects a release of materials at that facility or operation resulting in, or which may result in, discharge of pollutants to the MS4 or waters of the Commonwealth, the person shall take all necessary steps to ensure containment, and cleanup of the release. In the event of a release of oil or hazardous materials, the person shall immediately notify the Middleborough Fire and Police Departments. In the event of a release of non-hazardous material, the person shall notify the Authorized Enforcement Agency no later than the next business day. The person shall provide to the Authorized Enforcement Agency written confirmation of all telephone, facsimile or in-person notifications within three business days thereafter. If the discharge of prohibited materials is from a commercial or industrial facility, the facility owner or operator of the facility shall retain on-site a written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Section 11. Enforcement

The Board or an authorized agent of the Board shall enforce this By-Law, regulations, orders, violation notices, and enforcement orders, and may pursue all criminal remedies for such violations.

Orders. The Board or an authorized agent of the Board may issue a written order to enforce the provisions of this By-Law or the regulations thereunder, which may include: (a) elimination of illicit connections or discharges to the MS4; (b) performance of monitoring, analyses, and reporting; (c) that unlawful discharges, practices, or operations shall cease and desist; and (d) remediation of contamination in connection therewith.

If the enforcing person determines that abatement or remediation of contamination is required, the order shall set forth a deadline by which such abatement or remediation must be completed.

Remedies Not Exclusive. The remedies listed in these regulations are not exclusive of any other remedies available under any applicable federal, state or local law.

If the property owner violates more than one provision of this By-Law, each provision so violated shall constitute a separate offense.

Entry to Perform Duties Under this By-Law. To the extent permitted by state law, or if authorized by the owner or other party in control of the property, the Board, its agents, officers, and employees may enter upon privately owned property for the purpose of performing their duties under this By-Law and regulations and may make or cause to be made such examinations, surveys or sampling as the Board deems reasonably necessary.

Section 12. Severability

Any person that violates any provision of these regulations may be punished by fines of not more than \$300. Each day or portion thereof during which a violation continues shall constitute a separate offense. The Board or its duly authorized agent is an authorized officer to impose such fines.

The provisions of this By-Law are hereby declared to be severable. If any provision, paragraph, sentence, or clause, of this By-Law or the application thereof to any person, establishment, or circumstances shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions or application of this By-Law.

Section 13. Transitional Provisions

Property owners shall have 30 days from the effective date of the By-Law to comply with its provisions provided good cause is shown for the failure to comply with the By-Law during that period.

or act anything thereon.

ARTICLE 26. To see if the Town will vote to adopt the following by-law:

Wetlands Administration By-Law

Section 1. Purpose

The purpose of this bylaw is to maintain the quality of surface water, the quality and level of the groundwater table and water recharge areas for existing, or potential water supplies; to protect the public health and safety; to protect persons and property against the hazards of flood water inundation; to protect the community against the costs which may be incurred when unsuitable development occurs in wetland resource areas; and to provide for the reasonable protection and conservation of certain irreplaceable natural features, resources and amenities for the benefit and welfare of the present and future inhabitants of the Town of Middleborough.

Accordingly, this bylaw protects the wetlands, related water resources, and certain adjoining land areas in the Town by providing for prior review and control of activities deemed to have a significant or cumulative adverse effect upon wetlands values. Collectively, the wetlands values protected by this bylaw, include but are not limited to the following: protection of public and private water supply; protection of groundwater supply; flood control; erosion and sedimentation

control;, storm damage prevention; avoidance of water and soil pollution; protection of fisheries, wildlife habitat, rare species habitat including rare plant species; protection of agriculture and aquaculture; and recreation values, deemed important to the community. This bylaw is intended to utilize the Home Rule authority of this municipality to protect additional resource areas, for additional values, with additional standards and procedures to augment those of the Wetlands Protection Act, G.L Ch. 131, §40 and Regulations thereunder, 310 CMR 10.00.

Section 2. Definitions

The following definitions shall apply in the interpretation and implementation of this bylaw.

The term “alter” shall include, without limitation, the following activities when undertaken to, upon, within or affecting resource areas protected by this bylaw:

- (a) Removal, excavation, or dredging of soil, sand, gravel, or aggregate materials of any kind;
- (b) Changing of preexisting drainage characteristics, flushing characteristics, sedimentation patterns, flow patterns, or flood retention characteristics;
- (c) Drainage, or lowering of water level or water table;
- (d) Dumping, discharging, or filing with any material which may degrade water quality;
- (e) Placing of fill, or removal of material, which would alter elevation
- (f) Driving of piles, erection, or expansion of buildings or structures of any kind;
- (g) Placing of obstructions or objects in water;
- (h) Destruction of plant life including cutting of trees;
- (i) Changing temperature, biochemical oxygen demand, or other physical, biological, or chemical characteristics of any waters;
- (j) Any activities, changes, or work which may cause or tend to contribute to pollution of any body of water or ground water;
- (k) Incremental activities that have or may have a cumulative adverse impact on the resource areas protected by this bylaw.

The term “bank” shall include the land area which normally abuts and confines a water body; the lower boundary being the mean annual low flow level, and the upper boundary being the first observable break in the slope or the mean annual flood level, whichever is higher.

The term “existing” as used in this bylaw shall mean existing as of October 7, 2013.

“Intermittent stream”: a stream shall be considered intermittent if it is observed not flowing for four consecutive days in a 12-month period and the absence of flow is not due to a period of extended drought, withdrawals, impoundments, or other man-made flow reductions or diversions.

The term “isolated land subject to flooding” shall include an area, depression, or basin that holds at minimum one-quarter acre-foot of water and at least six inches of standing water once a year. Not included are swimming pools, artificially lined ponds or pools, or constructed wastewater lagoons. The buffer zone for isolated land subject to flooding shall be 25 feet.

The term "person" shall include any individual, group of individuals, association, partnership, corporation, company, business organization, trust, estate, the Commonwealth or political subdivision thereof to the extent subject to town bylaws, administrative agency, public or quasi-public corporation or body, this municipality, and any other legal entity, its legal representatives, agents, or assigns.

The term "pond" shall include any open body of fresh water with a surface area observed or recorded within the last ten years of at least 5,000 square feet. Ponds shall contain standing water except for periods of extended drought. Not included are swimming pools, artificially lined ponds or pools, or constructed wastewater lagoons.

The term "rare species" shall include, without limitation, all vertebrate and invertebrate animals and plant species listed as endangered, threatened or of special concern by the Massachusetts Division of Fisheries and Wildlife regardless of whether the site in which they occur has been previously identified by the Division.

The term "200-foot riverfront area" shall mean that area of land situated between a river or perennial stream's mean annual high-water line and a parallel line located two-hundred feet away, measured horizontally from the river's mean annual high-water line.

The term "river" or "perennial stream" shall mean a naturally flowing body of water that empties to any ocean, lake, or other river and which flows throughout the year. The Conservation Commission may by regulations set criteria for determining whether a particular stream or section of stream flows throughout the year.

The term "stream" shall mean any body of running water which moves in a definite channel in the ground due to a hydraulic gradient. A portion of a stream may flow through a culvert or beneath a bridge. Streams may be perennial (see river) or intermittent (see intermittent stream).

The term "vernal pool" shall be defined under the Wetlands Protection Act, G.L. Ch. 131 §40, and Regulations thereunder, 310 CMR 10.00.

Except as otherwise provided in this bylaw or in regulations of the Conservation Commission the definitions of terms in this bylaw shall be as set forth in the Wetlands Protection Act, G.L. Ch. 131 §40, and Regulations, 310 CMR 10.00.

Section 3. Jurisdiction

In accordance with this purpose no person shall remove, fill, dredge, build upon, degrade, pollute, discharge into, or otherwise alter the following resource areas:

Vegetated wetlands (including marshes, wet meadows, bogs, and swamps); vernal pools; banks; reservoirs; lakes; ponds; rivers; streams; creeks; lands under water bodies; lands subject to flooding; and lands within 100 feet of any of the aforesaid resource areas; isolated lands subject to flooding and lands within 25 feet of isolated lands subject to flooding; or, riverfront areas without a permit from the Conservation Commission or as is provided by this

bylaw. No permit application shall be required for the maintenance of legally existing structures or landscapes within the jurisdiction defined above.

Section 4. Conditional Exceptions

The application and permit required by this bylaw shall not be required for maintaining, repairing, or replacing, but not substantially changing or enlarging, an existing and lawfully located structure or facility used in the service of the public to provide electric, gas, water, telephone, telegraph or other telecommunication services, provided that written notice has been given to the Conservation Commission prior to commencement of work, and provided that the work conforms to performance standards and design specifications in regulations adopted by the Conservation Commission.

The application and permit required by this bylaw shall not be required for emergency projects necessary for the protection of the health and safety of the public, provided that the work is to be performed by or has been ordered to be performed by an agency of the Commonwealth or a political subdivision thereof; provided that advance notice, oral or written, has been given to the Conservation Commission prior to commencement of work or within 24 hours after commencement; provided that the Conservation Commission or its agent certifies the work as an emergency project; provided that the work is performed only for the time and place approved by the Conservation Commission for the limited purposes necessary to abate the emergency; and provided that within 21 days of commencement of an emergency project a permit application shall be filed with the Conservation Commission for review as provided by this bylaw. Upon failure to meet these and other requirements of the Conservation Commission, the Conservation Commission may, after notice and public hearing, revoke or modify an emergency project approval and order restoration and mitigation measures.

As an Agriculture Community the Middleborough Conservation Commission accepts the Agriculture Exemptions as set forth in the Wetlands Protection Act and Regulations.

Exceptions provided in the Wetlands Protection Act, G.L. Ch. 131 §40, and Regulations, 310 CMR 10.00, shall apply under this bylaw.

Section 5. Applications for Permits and Requests for Determination

Written application shall be filed with the Conservation Commission to perform activities affecting resource areas and buffer zones protected by this bylaw. The permit application shall include such information and plans as are deemed necessary by the Conservation Commission as specified in the bylaw regulations to describe proposed activities and their effects on the resource areas protected by this bylaw. No activities shall commence without receiving and complying with a permit issued pursuant to this bylaw.

Where this bylaw and the Wetlands Protection Act, G.L. Ch. 131 §40, and Regulations, 310 CMR 10.00 have concurrent jurisdiction the Conservation Commission shall accept the Notice of Intent and plans filed under the Wetlands Protection Act as the permit application and plans under this bylaw for those parts of the project where precise overlap exists, provided all pertinent areas and activities subject to the jurisdiction of this bylaw and all information required by bylaw regulations are addressed.

At the time of an application, the applicant shall pay a filing fee specified in regulations of the Conservation Commission.

This fee is not refundable. The fee is in addition to that required by the Wetlands Protection Act, G.L. Ch.131 §40, and Regulations, 310 CMR 10.00. Town, county, state, and federal projects are exempt from the filing fee.

Any person desiring to know whether or not a proposed activity or an area is subject to this bylaw may in writing request a determination from the Conservation Commission. Such a Request for Determination (RFD) shall include information and plans as are deemed necessary by the Conservation Commission.

Upon receipt of a permit application or RFD, or at any point in its deliberations, the Conservation Commission may deem it necessary to obtain expert engineering or other outside consultant services in order to reach a final decision on the application. The specific consultant services may include but are not limited to resource area survey and delineation, analysis of resource area values, including wildlife habitat evaluations, hydrogeologic and drainage analysis, and environmental or land use law. The Conservation Commission adopted the G.L. Ch 44 Section 53G for project review by outside consultants, adopted April 18, 2013.

The entire fee must be received before the initiation of consulting services. Failure by the applicant to pay the requested consultant fee within ten (10) business days of the request for payment shall be cause for the Conservation Commission to declare the application administratively incomplete and deny the permit without prejudice, except in the case of an appeal. The Conservation Commission shall inform the applicant and Department of Environmental Protection (DEP) of such a decision in writing.

Section 6. Notice and Hearings

Any person filing a permit application with the Commission shall within seven (7) days after such person is informed of the date and time of the hearing thereon, give written notice by certified mail (return receipt requested), certificate of mailing or hand delivered, to all abutters, of the project locus, at their mailing addresses shown on the most recent applicable tax list of the assessors, including owners of land directly opposite the property on any public or private street or way, including any in another municipality or across a body of water. The notice to abutters shall have enclosed a copy of the permit application or request, with plans, or shall state where copies may be examined and obtained by abutters. An affidavit of the person providing such notice, with a copy of the notice mailed or delivered, shall be filed with the Commission. When a person requesting a determination is other than the owner, the request, the notice of the hearing, and the determination itself shall be sent by the person requesting a determination to the owner and will be sent registered mail (return receipt requested).

The Commission shall conduct a public hearing on any permit application or RFD, with written notice given at the expense of the applicant, five business days prior to the hearing, in a newspaper of general circulation in the municipality.

The Commission shall commence the public hearing within 21 days from receipt of a completed permit application or RFD unless an extension is authorized in writing by the applicant.

The Commission shall issue its Determination of Applicability in writing within 7 days of the close of the public hearing thereon unless an extension is authorized in writing by the applicant.

The Commission shall issue its permit in writing within 21 days of the close of the public hearing thereon unless an extension is authorized in writing by the applicant.

The Commission shall combine its hearing under this bylaw with the hearing conducted under the Wetlands Protection Act, G.L. Ch. 131 §40, and Regulations, 310 CMR 10.00 in instances of concurrent jurisdiction.

With the consent of the applicant the Commission shall have authority to continue the hearing to a certain date announced at the hearing, for reasons stated at the hearing, which may include receipt of additional information from the applicant or others deemed necessary by the Commission in its discretion, or comments and recommendations of the boards and officials listed in §7. In the event the applicant objects to a continuance or postponement, the hearing shall be closed and the Commission shall take action on such information as is available.

Section 7. Coordination with Other Boards

As appropriate, the Conservation Commission may choose to solicit the advice and opinions of other Town boards and officials in the course of its deliberations. Town boards and officials shall be entitled to file written comments and recommendations with the Commission at or before the public hearing. The Conservation Commission shall take any such comments and recommendations into account but shall not be bound by them. The applicant shall have the right to receive any comments and recommendations, and to respond to them at a hearing of the Commission, prior to final action.

Section 8. Permits and Conditions

The Commission, after a public hearing, shall issue or deny a permit for the activities requested within 21 days of the close of the hearing. If it issues a permit, the Commission shall impose such conditions as it deems necessary or desirable to protect those values, and all activities shall be done in accordance with those conditions. The Commission shall take into account the cumulative adverse effects of loss, degradation, isolation, and replication of protected resource areas throughout the community and the watershed, resulting from past activities, permitted and exempt, and foreseeable future activities.

The Commission is empowered to deny a permit for failure to meet the requirements of this bylaw; for failure to submit necessary information and plans requested by the Commission; for failure to meet the design specifications, performance standards, and other requirements in regulations of the Commission; for failure to avoid or prevent unacceptable significant or cumulative effects upon the resource area values protected by this bylaw; and where no conditions are adequate to protect those values.

Lands within 100 feet of wetlands resource areas are presumed important to the protection of these resources because activities undertaken in close proximity to wetlands and other resources have a high likelihood of adverse impact upon the wetland or other resources, either immediately, as a consequence of construction, or over time, as a consequence of daily operation or existence of the activities. These adverse impacts from construction and use can include, without limitation, erosion, siltation, loss of groundwater recharge, poor water quality, and harm to wildlife habitat. The Commission therefore may require that the applicant maintain a strip of continuous, undisturbed vegetative cover in part or all of the 100-foot area and set other conditions on this area, unless the applicant provides evidence deemed sufficient by the Commission that the area or part of it may be disturbed without harm to the values protected by the law.

A permit shall expire three years from the date of issuance. Any permit shall be renewed for additional one year periods if a request for renewal is received in writing by the Commission at least thirty (30) days prior to expiration of the permit, and providing the Commission finds that (1) good cause has been shown for such extension and (2) such extension will not have significant adverse effects, immediate or cumulative, upon any of the wetland values protected by this bylaw. Notwithstanding the above, a permit may contain requirements which shall be enforceable for a stated number of years, indefinitely, or until permanent protection is in place, and shall apply to all owners of the land.

The Commission shall, after receiving a written request for a Certificate of Compliance, inspect the resource area and buffer zone where any activity governed by a permit issued under this bylaw was carried out. If such activity has been completed in accordance with said permit, the Commission shall within twenty-one (21) days after such a request issue a Certificate of Compliance evidencing such determination, which may in an appropriate case be combined with a Certificate of Compliance issued under the Wetlands Protection Act. A Certificate of Compliance may specify conditions in the permit, which will continue to apply for a fixed number of years or permanently and shall apply to all owners of the land.

Violations of this bylaw, submission of false or erroneous information, or new information that substantially alters the likely impact of the project on wetlands resources or values may cause the Commission to revoke or modify a permit or determination issued under this bylaw after notice to the public, abutters, and town boards, pursuant to §5 and §6, and a public hearing.

The Commission in an appropriate case may combine the permit or determination issued under this bylaw with the Order of Conditions or Determination of Applicability issued under the Wetlands Protection Act, G.L. Ch. 131 §40, and Regulations, 310 CMR 10.00.

No work proposed in any permit application shall be undertaken until the permit issued by the Commission with respect to such work has been recorded in the registry of deeds, or, if the land affected is registered land (in the registry section of the land court for the district wherein the land lies) and until the holder of the permit certifies in writing to the Commission that the permit has been recorded. Such certification shall include the book and page or instrument number and date.

Section 9. Regulations

After the public notice and public hearing, the Commission shall promulgate reasonable rules and regulations to effectuate the purposes of this bylaw voted and filed with the Town Clerk. Failure by the Commission to promulgate such rules and regulations or a legal declaration of their invalidity by a court of law shall not act to suspend or invalidate the effect of this bylaw.

At a minimum these regulations shall define key terms in this bylaw consistent with the bylaw and procedures governing the amount and filing of fees.

Section 10. Security

As part of a permit issued under this bylaw, in addition to any security required by any other municipal or state board, agency, or official, the Commission may require that the performance and observance of the conditions imposed thereunder (including conditions requiring mitigation work) be secured wholly or in part by a proper bond or deposit of money or negotiable securities or other undertaking of financial responsibility sufficient in the opinion of the Commission, to be released in whole or in part upon issuance of a Certificate of Compliance for work performed pursuant to the permit.

Section 11. Enforcement

No person shall remove, fill, dredge, build upon, degrade, or otherwise alter resource areas and buffer zones protected by this bylaw, or cause, suffer, or allow such activity, or leave in place unauthorized fill, or otherwise fail to restore illegally altered land to its original condition, or fail to comply with a permit or an enforcement order issued pursuant to this bylaw.

Where the Commission deems it necessary to carry out its duties under this bylaw by entering privately owned land it shall do so with the authority of the property owner and shall be subject to the limitations imposed by the applicable federal and state laws. With the authority of the property owner or his/her designee the Commission may make or cause to be made such examinations, surveys, or sampling as the Commission deems necessary.

The Commission shall have authority to enforce this bylaw, its regulations, and permits issued thereunder by violation notices, administrative orders, and civil and criminal court actions. Any person who violates provisions of this bylaw may be ordered to restore the property to its original condition and take other action deemed necessary.

Municipal boards and officers, including any police officer or other officer having police powers, shall have authority to assist the Commission in enforcement.

The Conservation Commission can establish fines for the above violations through the Regulations should the Town of Middleborough adopt G.L. Ch. 40, §21D.

Section 12. Burden of Proof

The applicant for a permit shall have the burden of proving by a preponderance of credible evidence that the work proposed in the permit application will not have significant or cumulative negative effect upon the resource area values protected by this bylaw. Failure to provide evidence that in the judgment of the Commission is adequate to support this burden shall be sufficient cause for the Commission to deny a permit or grant a permit with conditions.

Section 13. Appeals

A decision of the Conservation Commission made under or pursuant to this by-law, shall be reviewable in the Superior Court in accordance with G.L Ch. 249, §4.

Section 14. Relation to the Wetlands Protection Act

This bylaw is adopted under G.L. CH. 43B Home Rule Amendment of the Massachusetts Constitution and the Home Rule statutes, independent of the Wetlands Protection Act, G.L. Ch. 131 §40, and Regulations, 310 CMR 10.00, thereunder.

Section 15. Severability

The invalidity of any section or provision or phase of this bylaw shall not invalidate any other section or provision or phrase thereof, nor shall it invalidate any permit or determination which previously has been issued.

or act anything thereon.

ARTICLE 27. To see if the Town will vote to accept Veronica Lane as a Town way as laid out by the Board of Selectmen and to authorize the Selectmen to acquire by eminent domain or by gift the fee in the way as shown on the road layout plan, on file with the Town Clerk entitled "As-Built-Street Acceptance Plan – Veronica Lane – Acorn Ridge Subdivision, Middleborough, Mass" dated February 2, 1993, revised August 28, 2013, prepared by Michael J. Koska & Associates, Inc., and any related easements, to authorize the Board to complete construction of the way and related easements, to raise and appropriate a sum of money by borrowing for the cost of construction, and to meet this appropriation to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow a sum of money under General Laws, Chapter 44 and to authorize the Board of Selectmen to assess betterments for the cost of construction under General Laws, Chapter 80, or act anything thereon.

ARTICLE 28. To see if the Town will vote to accept Tall Oak Drive as a Town way as laid out by the Board of Selectmen and to authorize the Selectmen to acquire by eminent domain, or by gift, the fee in the way and related easements as shown on the road layout plan, on file with the Town Clerk entitled "As-Built Acceptance Plan, Tall Oak Drive" dated October 21, 1994 and revised on September 8, 1995, By James E. Miller P.E., and any related easements, or act anything thereon.

ARTICLE 29. To see if the Town will vote to accept Dona Drive as a Town way as laid out by the Board of Selectmen and to authorize the Selectmen to acquire by eminent domain, or by gift, the fee in the way and related easements as shown on the road layout plan, on file with the Town Clerk entitled "Roadway As-Built in Middleborough, MA, Dona Estates Subdivision, Dona Drive" dated 7/24/2013, prepared by AZOR Land Sciences, Inc., and any related easements, or act anything thereon.

ARTICLE 30. To see if the Town will vote to transfer the care, custody, management and control of certain real estate on the northerly side of Wareham Street and being part of Lot 872 on Assessors Map 58D and being sometimes known as Thomas Memorial Park from the Municipal Light Board (Gas & Electric Commission) to the Board of Selectmen, Park Commission or other Town Board for the same purpose as the real estate is currently used for, such real estate consisting of 2.69 acres of land more or less and being bounded southerly by Wareham Street, westerly by a chain link fence located easterly of the main building at the Wareham Street Electric Station, northerly by Lot 828 on Assessors Map 58D and easterly in part by the Nemasket River and in part by land shown as Lot 1638 on Assessors Map 58D, or act anything thereon.

ARTICLE 31. To see if the Town will vote to authorize the Municipal Light Board (Gas & Electric Commission) to acquire by gift on behalf of the Town easements for the transmission of gas and electric services in private ways off North Street known as Peirce Lane and Weston Avenue, or act anything thereon.

ARTICLE 32. To see if the Town will vote to authorize the Board of Selectmen to accept conveyance for the Town from the Plymouth County Commissioners of a portion of the Taunton Avenue County highway layout which is to be discontinued and which contains a cross located in an island part of the layout and to accept conveyance for the Town from the Commonwealth of Massachusetts of a portion of the State highway layout for Route 28 (West Grove Street) which is to be discontinued, such portion being located adjacent to the aforesaid portion of the County highway layout, to discontinue as a Town way the said portion of the State highway layout to be effective when the Commonwealth discontinues that portion as a State highway, to transfer the care, custody, management and control of said portions of the County and State highway layouts to the Board of Selectmen for the purpose of sale, and to authorize the Board of Selectmen to sell and convey the said portions of the County and State highway layouts on such terms and conditions determined by the Board, or act anything thereon.

ARTICLE 33. To see if the Town will vote to appropriate the sum of \$210,000 from the proceeds of surety pursuant to the Subdivision Control Law, MGL Chapter 41 Section 81U, from the subdivision known as Fernway Estates which is in default of completion, to be made available to the Planning Board for expenditure to meet the cost and expenses for completing the work as specified in the approved subdivision plan, or act anything thereon.

ARTICLE 34. To see if the Town will vote to authorize the Board of Selectmen to amend the Intermunicipal Agreement with the Town of Lakeville, which permits Middleborough to provide water services to existing Lakeville customers, by adding a new residential customer located at 37 Bridge Street, or act anything thereon

Given, under our hands at Middleborough, this 16th day of September, 2013.

STEPHEN J. MCKINNON

ALLIN FRAWLEY

BEN QUELLE

LEILANI DALPE

JOHN M. KNOWLTON

BOARD OF SELECTMEN

Pursuant to the instructions contained in the above warrant, I have notified and warned all Inhabitants of said Town of Middleborough, qualified to vote as expressed in said Warrant, to meet at the time and place for the purpose specified by causing an attested Copy of the same to be published in the Middleboro Gazette on the **19th day of September, 2013**, that date being more than fourteen days before the time specified for said meeting.

BRUCE D. GATES, Police Chief