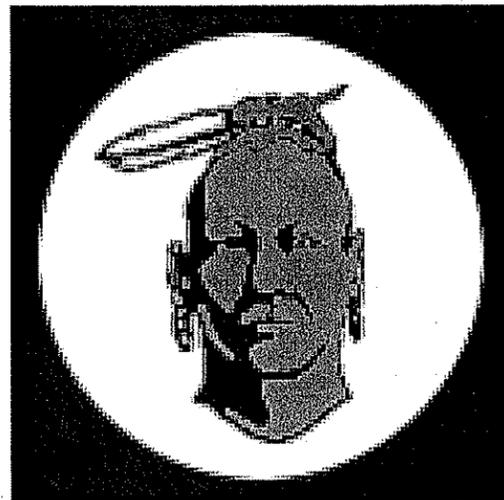


**HEARINGS, MEETINGS, LICENSES**  
**5-16-11**

Middleborough Public Schools

School Budget 2011-2012



Fiscal 2012

Public Hearing  
May 5, 2011



## **Middleborough Public Schools**

### Proposed School Budget 2011/2012 (Fiscal Year 2012)

Dear Resident,

On behalf of the Middleborough School Committee, I present for your review the proposed FY2012 school budget. This proposed budget reflects the collaborative efforts of staff, administration, and the School Committee. It has been discussed and reviewed over many hours and a series of meetings starting in December 2010 and continuing through May 2011.

The original budget request of \$27,366,999.14 was reduced by \$700,127 for a requested appropriation of \$26,666,872. The total Town appropriation for the FY2012 School Year is \$28,411,190 (\$25,998,568 Operating Budget) and (\$2,412,622 Transportation Budget). However, due to the expected revenue shortfall in FY2012 each department has been requested to reduce their proposed budget requests by 1%. This will put our total budget at **\$28,127,078** (\$25,738,582 Operating Budget) and (\$2,388,496 Transportation Budget).

In FY2012 the schools will be receiving \$1,020,099 in Education Jobs Fund. With this one-time funding added to the Town appropriation, we feel we can deliver balanced educational programs for the upcoming school year.

The enclosed budget represents:

- Contractual increases
- Increase Technology support positions (Administrator & Technician)
- Addition of 1 Math Coach for the Elementary Schools
- Addition of 1 ELA Coach for the Elementary Schools
- Addition of Grade 2 Teacher
- Addition of 2 Middle School Teachers
- Increased Special Education Expenses
- Creation of Elementary Coordinator
- Reorganization of Special Education
- Reorganization of Central Office

Our priority when preparing our budget is to maintain the excellent educational opportunities for the children of Middleborough. In these tight fiscal times, we feel this budget is thoughtful and comprehensive; it is not extravagant. The School Committee, administration and faculty are grateful to the residents for their continued support.

Sincerely,

Michael F. Malone  
Superintendent

## *Middleborough Public Schools School Committee FY12 Budget*

	<i>Description</i>	<i>FY 2011</i>	<i>FY2012</i>	<i>Difference</i>
<i>1000</i>	<i>ADMINISTRATION</i>	<i>821,499</i>	<i>720,958</i>	<i>-100,541</i>
<i>2000</i>	<i>INSTRUCTION</i>	<i>18,008,300</i>	<i>19,857,127</i>	<i>1,848,827</i>
<i>3000</i>	<i>SCHOOL SERV</i>	<i>698,096</i>	<i>730,756</i>	<i>32,660</i>
<i>4000</i>	<i>OPER &amp; MAINT</i>	<i>2,792,729</i>	<i>2,663,734</i>	<i>-128,995</i>
<i>5000</i>	<i>BENEFITS</i>	<i>500</i>	<i>0</i>	<i>-500</i>
<i>7000</i>	<i>EQUIPMENT REPLACEMENT</i>	<i>1,000</i>	<i>1,000</i>	<i>0</i>
<i>9000</i>	<i>PROG – Tuitions Other Dists</i>	<i>2,592,076</i>	<i>2,693,297</i>	<i>101,221</i>
	<i>TRANSPORTATION</i>	<i>2,297,735</i>	<i>2,388,496</i>	<i>90,761</i>
	<i>TOTAL Operating Budget</i>	<i>27,211,935</i>	<i>29,055,368</i>	<i>1,843,433</i>
	<i>* Education Jobs Grant</i>		<i>-928,290</i>	
	<i>TOTAL FY 2012 BUDGET Less Jobs Grant</i>		<i>\$28,127,078</i>	

*\*Education Jobs Grant will be applied to the 2000 Instruction Account*

# Middleborough Public Schools Budget History

	FY 2010	FY 2011	Inc FY11	FY 2012	Inc FY12
<b>Budget</b>	25,462,776	24,914,200	-2.15%	25,738,582	3.31%
<b>Chapter 70</b>	16,841,680	16,422,246	-2.49%	17,008,329	3.57%
<b>Town Contribution</b>	8,621,096	8,491,954	-1.50%	8,730,253	2.81%
<b>InDirect</b>	14,625,409	* 14,625,409		* 14,625,409	
<i>* InDirect costs include transportation</i>					
<i>InDirect costs for FY 2011 &amp; FY 2012 have been level funded for this report</i>					

**Middleborough Public Schools**  
**Five Year Enrollment Data**  
**FY12 Budget**

<i>Oct 1</i>	<i>*Total Enrollment</i>	<i>In-District Sped</i>	<i>Out-of-District Sped</i>
<i>** FY 2012</i>	<i>3,441</i>	<i>550</i>	<i>27</i>
<i>FY 2011</i>	<i>3,484</i>	<i>550</i>	<i>27</i>
<i>FY 2010</i>	<i>3,539</i>	<i>558</i>	<i>33</i>
<i>FY 2009</i>	<i>3,582</i>	<i>559</i>	<i>41</i>
<i>FY 2008</i>	<i>3,551</i>	<i>546</i>	<i>41</i>
<i>FY 2007</i>	<i>3,594</i>	<i>518</i>	<i>33</i>
<i>FY 2006</i>	<i>3,711</i>	<i>493</i>	<i>35</i>

*\* Total enrollment includes In-District & Out-of- District students*

*\*\* Projected enrollment*

*Middleborough Public Schools*

*2011/2012 Proposed Budget*

*May 5, 2011*

**Funding Sources  
&  
Allocations**

**Funding Sources**

Chapter 70	\$17,008,329
Town Contribution	\$11,118,749
<b>Total Budget</b>	<b><u>\$28,127,078</u></b>
(Operating & Transportation)	

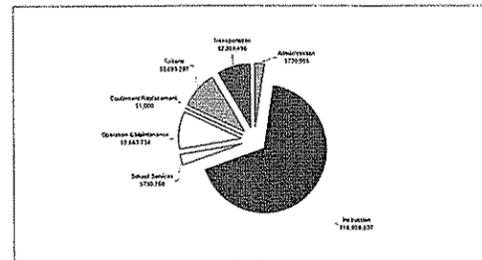
**2011/2012 Budget  
Operating & Transportation**

• Salaries & Wages	\$20,749,175
• Other Expenses	\$ 4,898,407
• Transportation	<u>\$ 2,388,496</u>
<b>• Total</b>	<b>\$28,127,078</b>

**Department of Elementary &  
Secondary Education  
Chart of Accounts**

	2010/2011	2011/2012
1000 Administration	\$ 821,499	\$ 720,958
2000 Instructional	\$18,008,300	\$18,928,837
3000 Student Services	\$ 698,096	\$ 730,756
4000 Maintenance	\$ 2,792,729	\$ 2,663,734
5000 Benefits	\$ 500	\$ 0
7000 Equipment Replacement	\$ 1,000	\$ 1,000
9000 Tuitions	\$ 2,592,076	\$ 2,693,297
Transportation	<u>\$ 2,297,735</u>	<u>\$ 2,388,496</u>
	\$27,211,935	\$28,127,078

Middleborough Public Schools  
FY2012 Proposed Budget



### **1000 Administration Accounts**

- School Committee
- Superintendent
- Assistant Superintendent
- Business Manager
- Central Office Staff
- Information Management
- Legal Services

### **2000 Instructional Accounts**

- Salaries (Principals/Teachers/Support)
- Substitutes
- Professional Development
- Textbooks & Equipment
- Supplies
- Instructional Technology

### **3000 Student Services Accounts**

- Nurses
- Student Body Activities
- Athletic Director/Stipends
- Security Stipends
- Teacher Contract Stipends

### **4000 Custodial/Maintenance Accounts**

- Utilities
- Maintenance and Custodial salaries
- Maintenance of Buildings and Grounds
- Custodial supplies and equipment
- Maintenance supplies and equipment

### **7000 Equipment Replacement**

- Equipment Replacement

### **9000 Tuition Accounts**

- Norfolk & Bristol Agricultural tuitions
- Out-of-District Special Education tuitions

### Transportation Breakdown

• First Student (K-12)	\$1,621,216
• Occupational Ed. Salary	\$ 35,000
• Occupational Expenses	\$ 45,000
• Mini-Bus Salaries	\$ 393,750
• Mini-Bus Expenses	\$ 128,530
• Crossing Guards	\$ 50,000
• Special Ed. Contracted	\$ 50,000
• Homeless	\$ 65,000
• Total	\$2,388,496

### Eliminated FY 2011 Grants

- ARRA (SFSF) Carryover – Ending 6/30/11
- ARRA (SFSF) – Ending 6/30/11
- ARRA IDEA – Ending 6/30/11
- ARRA Early Childhood – Ending 6/30/11
- ARRA Title 1 – Ending 6/30/11
- Safe & Drug Free – Ending 6/30/11
- SIF - Schools Interoperability Framework Streamlining District Management Systems Ending 6/30/11

### Anticipated FY 2012 Grants

- Academic Summer/School Year Academic Support
- Community Service & Learning
- Early Childhood
- Essential Health
- Full Day Kindergarten
- K-12 Literacy Professional Development
- South Coastal
- Special Education Supplemental Services (IDEA)
- Special Education Pre-School
- Teacher Quality
- Technology Enhancement
- Title 1
- Education Jobs Grant – One Year Only

### Program Changes

### Elementary Schools & Reconfiguration

### Memorial Early Childhood Center

## MECC Staffing Changes

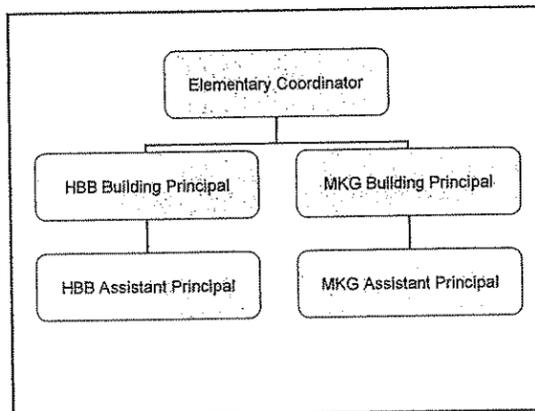
Position to be eliminated

- Building ESP (1)

Positions to be added

- Half-time School Adjustment Counselor/School Psychologist
- Kindergarten ESP (1)

Henry B. Burkland  
&  
Mary K. Goode



## Elementary Coordinator

- Oversee Equity of Buildings
- RTI Coordination (K-5)
- Title 1 Grant
- Elementary Curriculum Alignment (HBB/MKG/MECC)
- Elementary Professional Development Coordinator (HBB/MKG/MECC)
- Oversee Home Schooling
- Mentor Building Principals
- Liaison to Grade 6

## MKG/HBB Staffing Additions

- |                                   |         |
|-----------------------------------|---------|
| • 1 Elementary Coordinator        | MKG/HBB |
| • 1 Full Year Secretary           | MKG     |
| • 1 Grade 2 Teacher               | HBB     |
| • 1 ELA Coach                     | MKG/HBB |
| • 1 Math Coach                    | MKG/HBB |
| • 3 Recess Monitors               | MKG     |
| • 3 Recess Monitors               | HBB     |
| • 1 Computer ESP                  | MKG     |
| • 1 Computer ESP                  | HBB     |
| • 1 Library ESP                   | MKG     |
| • 1 Library ESP                   | HBB     |
| • .2 Art Teacher (from .8 to 1.0) | MKG     |

## MKG/HBB Staffing Reductions

- Eliminate Title 1 ESP (3)
- Eliminate Building ESP (2)
- Eliminate Pool ESP (1)

## John T. Nichols Middle School

### Middle School Staffing Changes

#### Positions to be eliminated

- Assistant Headmaster/Director of Fine Arts position
- Department Chairs

#### Positions to be added

- Grade 8 Math Teacher
- Grade 8 ELA Teacher

## Middleborough High School

### High School Staffing Changes

- 2 Art Increase
- Add Freshman Sports

## District Wide Changes

### District-wide Staff Changes

#### Positions to be eliminated

- Assistant Superintendent
- Administrative Secretary Central Office
- Technology ESP (2)

#### Positions to be added

- Technology Director
- Computer Technician
- Business Office clerical position

## Special Education Department

### Reorganization of Special Education

- Director of Pupil Personnel Services (Full Time)
- Secondary Facilitator
- Elementary Facilitator
- Half-time MECC Facilitator

## Superintendent's Comments

### Public Hearing: FY2011/2012 Budget Recommendation

- Recommended Motion:
- Move that the Middleborough School Committee approve \$28,127,078 as the Fiscal 2012 Local Education Budget, such appropriation includes \$25,738,582 (Operating Budget) and \$2,388,496 (Transportation Budget) and further that the total appropriation of \$28,127,078 is in compliance with Education Reform Acts of 1993, and recommended by the Superintendent of Schools.

## Discussion

**Jacqueline Shanley**

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**From:** Patricia Cassady  
**Sent:** Monday, May 09, 2011 2:11 PM  
**To:** Jacqueline Shanley  
**Subject:** 5/16/2011 BOS Meeting

Hi Jackie,

I have a Conservation Restriction that needs to be signed by the BOS and was hoping I could be placed on the May 16, 2011 Agenda.

This Conservation Restriction is for the Fuller Street Property owned by Elliot Schneider who is doing an earth removal for bogs there.

I have four originals for them to sign. Do you think it would be easier for me to scan the CR and send it to you so you can send it to them via e-mail? Or do you want paper copies to put in their packets. Let me know what is easiest.

There is also a Baseline document but that is a large document so I can bring that with me for their viewing or also scan that in too.

Let me know.

Thanks,

Tricia

Patricia Cassady  
Conservation Agent  
Middleborough Conservation Commission  
20 Centre Street, 2nd Floor (Bank Building)  
Middleborough, MA 02346

508-946-2406

[pcssdy@middleborough.com](mailto:pcssdy@middleborough.com)

COPY

**CONSERVATION RESTRICTION  
to the  
Middleborough Conservation Commission**

**A. GRANTOR CLAUSE:**

**Fuller Street Development, LLC**, a Massachusetts Limited Liability Company having an address at 10 Owl Drive, Sharon, MA 02067 its successors and assigns (hereinafter the "Grantor"), hereby grants with QUITCLAIM COVENANTS for nominal consideration to the **Middleborough Conservation Commission** (Middleborough Town Hall, Nickerson Avenue, Middleborough, MA 02346), its successors and permitted assigns (hereinafter the "Grantee"), in accordance with M.G.L. Ch. 40, Sec. 8C in perpetuity and exclusively for conservation purposes in accordance with and subject to the provisions of Article 97 of the Amendments to the Massachusetts Constitution, a Conservation Restriction [hereinafter the "Conservation Restriction"] on land of the Grantor in said Middleborough shown on a plan of land entitled "**Plan of Land in Middleboro Showing Conservation Restriction Areas, Fuller Street Development LLC**", which plan is dated 2/26/2009, revised 5/5/2009 and is recorded at the Plymouth County Registry of Deeds herewith. A reduced version is attached hereto as Exhibit "A". All of the land shown on said plan is affected by this Restriction and sometimes hereafter referred to collectively as the "Premises". For Grantor's title see the deed from ADGA Realty, LLC to Fuller Street Development, LLC, dated February 14, 2005 and recorded at the Plymouth County Registry of Deeds in Book 29995, Page 62.

The terms and conditions of this Conservation Restriction shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

The terms and conditions of this Conservation Restriction are as follows:

**B. THE PREMISES:**

The Premises consist of approximately 2,247,300 square feet (51.6 acres) of land located off Fuller Street in Middleborough, Plymouth County, Massachusetts. The above-referenced "Plan of Land" further subdivides the Premises into three parcels. Parcel A will be converted into cranberry bogs and associated structures in accordance with the "Site Plan", last revised 4/7/2009 (*Exhibit B*) and Parcels B and C will be maintained in their natural state (with the exception of less than 1 acre of which will be restored to habitat after grading activities as shown on the "Site Plan" have occurred)

The Premises, as described above, contain unusual, unique or outstanding qualities the protection of which, in their predominately natural or open conditions, will be of benefit to the public. The Premises contribute towards the preservation of the Town's rural character by conserving large blocks of open space and clustering residential development on smaller lots. These qualities and the purposes which will be protected include:

- (1) Preservation of open spaces within an area of development.
- (2) Preservation of scenic vistas.
- (3) Maintenance of open areas used for passive recreation and visual enjoyment.
- (4) Preservation of Resource Areas protected under the Massachusetts Wetlands Protection Act, Massachusetts General Laws Chapter 131 Section 40, which may be important to regional water quality, water supply, and wildlife habitat issues.
- (5) Preservation of land to prevent development of potential habitat for species now or formerly protected under the Massachusetts Endangered Species Act, Massachusetts General Laws Chapter 131A ("MESA"), including eastern box turtles (*Terrapene c. carolina*), and other wildlife.

**C. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws. The Grantor and the Grantee acknowledge and agree that the Premises have a scenic and wildlife habitat value in the present state thereof as natural land and as open space in the proposed future state thereof as cranberry bogs. The Premises constitute a unique and valuable Massachusetts landscape embodying the special character of the region, the protection of which in their predominately natural condition and proposed agricultural condition will provide valuable benefits to the public and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises consistent with the spirit and intent of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and the purposes and requirements of Conservation and Management Permit No. 009.133.DFW.

The Grantor and the Grantee share the common purpose of conserving the natural,

cultural, historic, archaeological, and scientific values of the Premises for the present generation and future generations. The shared purpose is to assure that the Premises will be retained in perpetuity predominantly in their natural and scenic condition for habitat and historic and archaeological resource preservation and in an agricultural state. The public benefits resulting from conservation of the Premises include, without limitation:

- (1) Wildlife habitat protection: Conservation of the Premises will protect habitat used by a variety of wildlife, including but not limited to the eastern box turtle (*Terrapene c. carolina*), and other wildlife.
- (2) Scenic landscape preservation: The Premises comprise part of a scenic landscape associated with a natural, undisturbed environment. The open space conservation land protected under this Conservation Restriction is an important public resource. The preservation of the Premises, by prohibiting significant alterations to the natural character thereof, will further protect and enhance the area's scenic and open space attributes and the recreational, human enjoyment, and ecological value of the hundreds of acres of conservation land and open space.
- (3) Water quality protection: Preserving the natural, undisturbed environment will provide for groundwater recharge and protect wetland resource areas.
- (4) Nearby natural areas: The Premises provide upland forest and wetland habitat for native wildlife and plant species and communities, including many species of native plants, lichens, mammals, birds, reptiles, amphibians, and invertebrates. The preservation of the forest and wetland resources on the Premises will protect these habitats.
- (5) The Premises are located within close proximity to the Raven Brook corridor wetlands system, an important riparian habitat for many native animal and plant species.
- (6) Furtherance of governmental policy: Protection of the Premises is consistent with the Town of Middle borough's open space and recreational plan which advocates for the protection of the town's scenic landscape and forest and historic and archaeological resources.
- (7) **Massachusetts Endangered Species Act.** This Conservation Restriction is granted pursuant to and in accordance with the requirements set forth in Conservation and Management Permit No.009 -133.DFW, dated May 12, 2009, issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife acting through the Natural Heritage and Endangered Species Program ("Division") and attached hereto as *Exhibit C* and incorporated herein by this reference ("Permit").

These conservation values of the Premises and public benefits of this Conservation Restriction are described in more detail in the Baseline Documentation Report & Survey (*Exhibit D*) to be kept on file at the office of the Grantee and incorporated herein by this reference. Grantor and Grantee agree that this Baseline Documentation Report & Survey provides an accurate representation of the condition and the objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein.

**D. PROHIBITED ACTS AND USES:**

Subject to the exceptions set forth herein, the Grantor will neither perform nor allow others to perform the following acts and uses which are expressly prohibited on, above or below the Premises.

- (1) Constructing, placing or allowing any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, storage tank, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises.
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, except as specifically allowed in Section E. 2. below.
- (3) Placing, filling, storing or dumping on the Premises of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, solid or chemical waste or the installation of underground storage tanks or other unsightly or offensive substance or material whatsoever on or below the Premises.
- (4) Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation.
- (5) The disruption, removal, or destruction of the stone walls on the Premises;
- (6) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, protection of groundwater, wildlife habitat or archaeological conservation.
- (7) The use, storage or maintenance of bicycles and off-road and motorized vehicles, except as reasonably necessary in exercising any of the reserved rights in Section E, or as required by the police, firefighters, or other governmental agents in carrying out their lawful duties.
- (8) Commercial, industrial, institutional or residential use.
- (9) Subdivision of the Premises into lots that could be conveyed into separate ownership.
- (10) Creating displays or exhibitions using captive, live animals.
- (11) Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards further building or development requirements on this or any other parcel.

Any other use or activity which would materially impair the conservation interests of this Conservation Restriction unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction.

**E. PERMITTED ACTS AND USES:**

Notwithstanding the provisions of Paragraph D, the following activities and uses by Grantor and Grantor's successors, lessees, assigns, agents and contractors are permitted on the Premises as specified herein provided that they do not materially impair the purposes of this restriction and that all such activities and uses are in full conformity with all applicable local, state and federal laws and regulations.

**1. Permitted Acts on all Parcels (Parcels A, B and C)**

- a. Recreational Activities. Passive, non-motorized outdoor recreational activities that do not disturb the topography of the Premises or diminish or impair its conservation values, including hiking, nature observation, picnicking, and cross-country skiing and do not involve commercial recreational use.
- b. Trails. The maintenance and marking of existing unpaved trails for pedestrian and passive recreation use as shown in the baseline report.
- c. Woodland & Vegetation Management. With the prior written permission of the Grantee and Division and in accordance with generally accepted forest management practices, removing of brush, selective *de minimus* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises (as appropriate continue with "as documented in the Baseline Report, including vistas, woods roads, fence lines and trails and meadows").
- d. Wildlife Habitat Management. With the written permission of the Grantee and Division, measures designed to restore, maintain, enhance or otherwise manage biotic communities and /or habitats for native species, rare species, and /or species listed pursuant to the MA Endangered Species Act (MGL c131A) and implementing regulations (321 CMR 10.00) that can include, but is not limited to , selective planting or removal of native vegetation, forestry, modification of soils, and prescribed burning of vegetation;
- e. Non-native flora. With the written permission of the

- f. Grantee and Division, the removal of non-native or invasive flora and interplanting of indigenous species; Signs. The erection of signs a.) identifying the Premises, b.) educating the public about the significance of the Premises, the conservation values protected, and/or any limitations relating to public access to the Premises or portions thereof, and c.) identifying the Grantee as holder of this Conservation Restriction, the owner of the underlying fee, and the donor(s) of the Premises.
- g. MESA Conservation and Management Permit (Exhibit E). All actions and activities required or authorized by Grantor and Grantee, in the Permit.

The exercise of any right reserved by Grantor under this Section shall be in compliance with the then-current Zoning, the Wetlands Protection Act, the MA Endangered Species Act (MGL c131A), and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position of whether such permit should be issued.

**2. Permitted Acts on Parcel A only.**

- a. Earth Removal. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit but solely in conjunction with and necessary for the construction and creation of cranberry bogs and the related ditches, dykes, reservoirs, water supplies and bog roads in accordance with the "Site Plan".
- b. Cranberry Bog Construction. The construction and creation of cranberry bogs on Parcel A, including all ditches, dykes, reservoirs, pumps, pump houses, piping and sprinkler heads associated with water supplies, dyke roads and bog access roads, and generally, without limitation, all those activities commonly considered to be necessary and accessory to the creation, maintenance and harvesting of cranberries in accordance with the "Site Plan".
- c. Cranberry Production. The cultivation, maintenance, management and harvesting of cranberries from the cranberry bogs to be created on Parcel A. Grantor shall use the Best Management Practices Guide for Massachusetts Cranberry Production (MBMP) as

- prepared by the University of Massachusetts Cranberry Experiment Station, East Wareham, MA [2000 Edition], as subsequently amended if amended.
- d. Chemical Uses. The use of pesticides, herbicides, fungicides, and fertilizers registered by the Massachusetts Department of Agricultural Resources (MDAR) or successor agency shall be applied by a certified licensed applicator in full compliance with all applicable local, state and federal laws and regulations. Such chemical use shall be consistent with an Integrated Pest Management (IPM) program as approved by the University of Massachusetts Cooperative Extension Service Cranberry Experiment Station, so long as it remains in existence (and thereafter its successor or a similar organization, if any). Techniques such as the use of spot applicators and wipers for weed control shall be utilized to further reduce the possibility of undesirable environmental impacts. No fixed wing aerial applications of such chemicals shall be permitted, and reasonable efforts shall be made to limit spraying to the crop production area.
- e. Sand and Gravel Use. The use and storage of sand, gravel and other earth materials from sources external to Parcel A (but not within Parcel B or C) as well as within Parcel A provided that any sand, gravel and other earth materials shall be used in connection with operations on the cranberry bogs on Parcel A. Said sand and gravel shall only be stored on specified locations within Parcel A as approved in writing by the Grantee.
- f. Ditch Cleaning. The removal of bog ditch cleanings and bog scrapings provided that such materials are either composted in accordance with Paragraph 3(k) below or disposed off Premises.
- g. Water Control. The maintenance, repair, restoration and replacement of the dams, reservoirs and other water-controlling structures, related to cranberry production, as well as such other activities that are reasonably necessary for the storage and control of water and related to the harvest and maintenance of cranberries on Parcel A using MBMP in accordance with all local, state, and federal laws and regulations, including but not limited to the MGL Chapter 21G, the Water Management Act, or successor thereto.
- h. Water Supply. The development of a supplemental

- water supply, including but not limited to the construction of a water supply well, to be used on Parcel A for cultivation, maintenance, management and harvesting of cranberries or other approved agricultural activities on Parcel A only.
- i. Other Approved Agricultural Activities. Other agricultural activities associated with cranberry production approved in writing by the Division and Grantee consistent with the purposes of this Conservation Restriction. This does not include the conversion of land from cranberry production to another agricultural use.
  - j. Bog, Farm and Woods Roads. Bog, farm and woods roads may be maintained substantially in their present condition or with such improvements as are reasonably necessary for their continued uses for the Permitted Uses for Parcel A. Such roads shall not be paved without the express written approval of the Division and the Grantee.
  - k. Composting. The stockpiling, composting and occasional burning of stumps, trees, brush, limbs, similar biodegradable materials as well as agricultural byproducts originating on Parcel A.
  - l. Conversion and/or restoration of the Bog Property to wetlands resource areas, or other habitat as may be approved in writing by the Massachusetts Division of Fisheries and Wildlife.

The exercise of any permitted use by Grantor and Grantor's successor, lessees, assigns, agents and/or contractors hereunder shall be in compliance with all applicable local, state, and federal laws and regulations. The inclusion of any permitted use requiring approval and/or a permit from a public agency does not imply that Grantee takes any position on whether such permit should be issued, other than those in Paragraph E.

#### F. LEGAL RIGHTS AND REMEDIES OF GRANTEE:

This Conservation Restriction shall be enforceable by the Grantee and the Commonwealth of Massachusetts acting through the Division of Fisheries and Wildlife (herein the "Division").

The rights hereby granted to Grantee include the right to 1) access the Premises including the use of the subdivision roads and to monitor activities and uses of the Premises for

compliance with the terms and provisions of this Conservation Restriction, 2) carry out all rights and responsibilities of Grantee set forth herein, and 3) enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations thereof, including without limitation relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee.

In the event that Grantee becomes aware of a violation of this Conservation Restriction, Grantee shall notify Grantor in writing of such violation. Grantor shall have 30 days after receipt of such notice to undertake actions, including the restoration of the Premises to its condition prior to the time of the violation complained of, that are reasonably determined as appropriate to swiftly correct the condition(s) constituting said violation and to repair any damages to the Premises resulting from said violation. If the Grantor fails to take such corrective action within said 30-day period after notice from Grantee, the Grantee may undertake whatever actions, including appropriate legal proceedings which include obtaining injunctive and other equitable relief that Grantee determines are reasonably necessary to effect such corrections and otherwise enforce the terms of this Conservation Restriction.

Grantor covenants and agrees to reimburse Grantee for all reasonable costs and expenses (including without limitation counsel fees) incurred by Grantee in enforcing this Conservation Restriction and/or in remedying or abating any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

In the event of a dispute over the location of the boundaries of the Conservation Restriction, Grantor shall be responsible for a survey and permanent boundary markers.

This Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division. If the Division in its sole discretion determines that Grantee is not taking satisfactory action to monitor and /or enforce this Conservation Restriction, the Division shall give written notice to Grantee of said unsatisfactory monitoring and/or enforcement and the reasons therefore, and Grantee shall have 30 days in which to take action satisfactory to the Division to monitor and enforce this Conservation Restriction. If the Division in its sole discretion subsequently determines that the Grantee has failed to take satisfactory action within said 30-day period following written notice from the Division, the Division may in its sole discretion monitor and undertake whatever actions, including appropriate legal proceedings which include obtaining injunctive and other equitable relief, that the Division determines are reasonably necessary or appropriate to effect such corrections of any violations and /or to otherwise enforce the terms and provisions of this Conservation Restriction as provided herein.

If the Division in its sole discretion determines that immediate legal or other action is necessary to protect the Premises against injury or harm, the Division may waive this

notice and 30-day Grantee response time period and take whatever legal and other action the Division deems as necessary or appropriate to protect the resources on the Premises.

Grantor covenants and agrees to reimburse to Division all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee and the Division acting jointly or separately in, and any election by Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

Nothing herein shall preclude Grantor's and Grantee's rights to pursue other parties for damages to the Premises for vandalism, trespass, or any other violation of the terms of this Conservation Restriction.

#### Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

#### Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by the grantee or its agents pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts which are not caused by the Grantee or anyone acting under the direction of the Grantee.

#### Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

#### **G. ACCESS:**

This Conservation Restriction does not grant to the Grantee, to the public, or to any other person or entity any right to enter upon the Premises, except as follows:

The Grantor hereby grants to the Grantee and the Division, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance herewith, of enforcing this Conservation Restriction. The Grantor also grants to the Grantee or the Division, after 30 days notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to have a survey of boundary lines conducted at the Grantee's expense. This Conservation Restriction in no way limits, amends or alters the legal authority of the Division to access the property of the Grantor, its successors and assigns.

#### H. EXTINGUISHMENT

- (1) If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.
- (2) PROCEEDS. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant.
- (3) GRANTOR/GRANTEE COOPERATION REGARDING PUBLIC ACTION  
Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered

proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

#### **I. ASSIGNABILITY**

##### **(1) RUNNING OF THE BURDEN**

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

##### **(2) EXECUTION OF INSTRUMENTS**

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

##### **(3) RUNNING OF THE BENEFIT**

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Massachusetts Constitution, if applicable.

#### **J. SUBSEQUENT TRANSFERS**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall be liable to only for violations occurring during or his or her ownership, or for any transfer, if in violation. Liability for any acts or

omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

**K. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, if applicable, within sixty (60) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

**L. NON MERGER**

The parties intent that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. If it is determined that a transfer or assignment of any interest will result in a merger, no deed shall be effective until this Conservation Restriction has been assigned or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation Restriction. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

**M. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction may be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances only to correct an error or oversight, to clarify an ambiguity, and in circumstances where in granting an amendment there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Environmental Affairs and if applicable, shall comply with the

provisions of Art. 97 of the Amendments to the Massachusetts Constitution. Any amendment shall be recorded in the Plymouth County Registry of Deeds.

**N. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Plymouth County Registry of Deeds.

**O. RECORDATION**

The Grantee shall record this instrument in timely fashion in the Plymouth County Registry of Deeds.

**P. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Fuller Street Development, LLC  
10 Owl Drive  
Sharon, MA 0206

To Grantee: Middleborough Conservation Commission  
Middleborough Town Hall  
Nickerson Avenue  
Middleborough, MA 02346

To the Division: Natural Heritage Endangered Species Program  
Mass. Division of Fisheries & Wildlife  
1 Rabbit Hill Road, Route 135  
Westborough, MA 01581

or to such other address as any of the above parties from time to time shall designate by written notice to each other.

**Q. GENERAL PROVISIONS**

**(1) CONTROLLING LAW**

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

(2) LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

(3) SEVERABILITY

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

(4) ENTIRE AGREEMENT

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

**R. MISCELLANEOUS**

(1) PRE-EXISTING PUBLIC RIGHTS. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

(2) SUBORDINATION OF MORTGAGE: The Grantor shall record at the Plymouth County Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a security interest affecting the Premises, and shall promptly notify Grantee in writing as to what subordination documents have been recorded together with the recording data there for.

No documentary stamps are required, as this Conservation Restriction is a gift.

Executed under seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

**Fuller Street Development, LLC**

By: \_\_\_\_\_  
Elliot Schneider, Manager

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss \_\_\_\_\_, 2011

On this day before me, the undersigned notary public, personally appeared Elliot Schneider, proved to me through satisfactory evidence of identification which was a Massachusetts driver's license to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it in his stated capacity, duly authorized and voluntarily, as Manager of **Fuller Street Development, LLC**.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ACCEPTANCE OF GRANT

The Conservation Restriction granted by Fuller Street Development, LLC is accepted  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by the Middleborough Conservation Commission

Don Dungen  
John J. Medeiros  
Steven Ventresca  
E. C. [Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE COMMONWEALTH OF MASSACHUSETTS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned notary  
public, personally appeared  
known personally by me, to be the person whose name is signed on the preceding or  
attached document, and acknowledged to me that he/she signed it voluntarily for its  
stated purpose as one of the members of the Town of Middleborough Conservation  
Commission.

\_\_\_\_\_  
Notary Public:

My commission expires:

**APPROVAL BY SELECTMEN**

We, the undersigned, being a majority of the Board of Selectmen of the Town of Middleborough hereby certify that a meeting duly held on \_\_\_\_\_, the Board voted to approve the foregoing Conservation Commission Restriction as being in the public interest pursuant to M.G.L. Ch. 184, sections 31-33.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Plymouth, ss \_\_\_\_\_, 2011

On this day before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be a Selectman of the Town of Middleborough whose name is signed on the preceding document, and acknowledged to me that he/she signed it in his/her stated capacity, duly authorized and voluntarily, on behalf of the Town of Middleborough for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL  
AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to \_\_\_\_\_ has been approved in the public interest pursuant to M.G.L. Ch. 184, Section 32.

Date \_\_\_\_\_, 2011

\_\_\_\_\_  
Secretary of Energy and Environmental  
Affairs

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss \_\_\_\_\_, 2011

On this day before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the Secretary of the Executive office of Energy and Environmental Affairs of the Commonwealth of Massachusetts whose name is signed on the preceding document, and acknowledged to me that he signed it in his stated capacity, duly authorized and voluntarily, for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT BY THE MA DIVISION OF FISHERIES AND WILDLIFE

This grant of Conservation Restriction set forth above to the Town of Middleborough acting through its Conservation Commission by Fuller Street Development, LLC is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_ 2011. The MA Division of Fisheries and Wildlife (DFW) acknowledges the reserved rights and obligations of the Division set forth herein.

\_\_\_\_\_  
Wayne MacCallum, Director or Jack Buckley

Date: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed voluntarily for its stated purpose as \_\_\_\_\_ of the Massachusetts Division of Fisheries and Wildlife.

SEAL

Notary Public

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

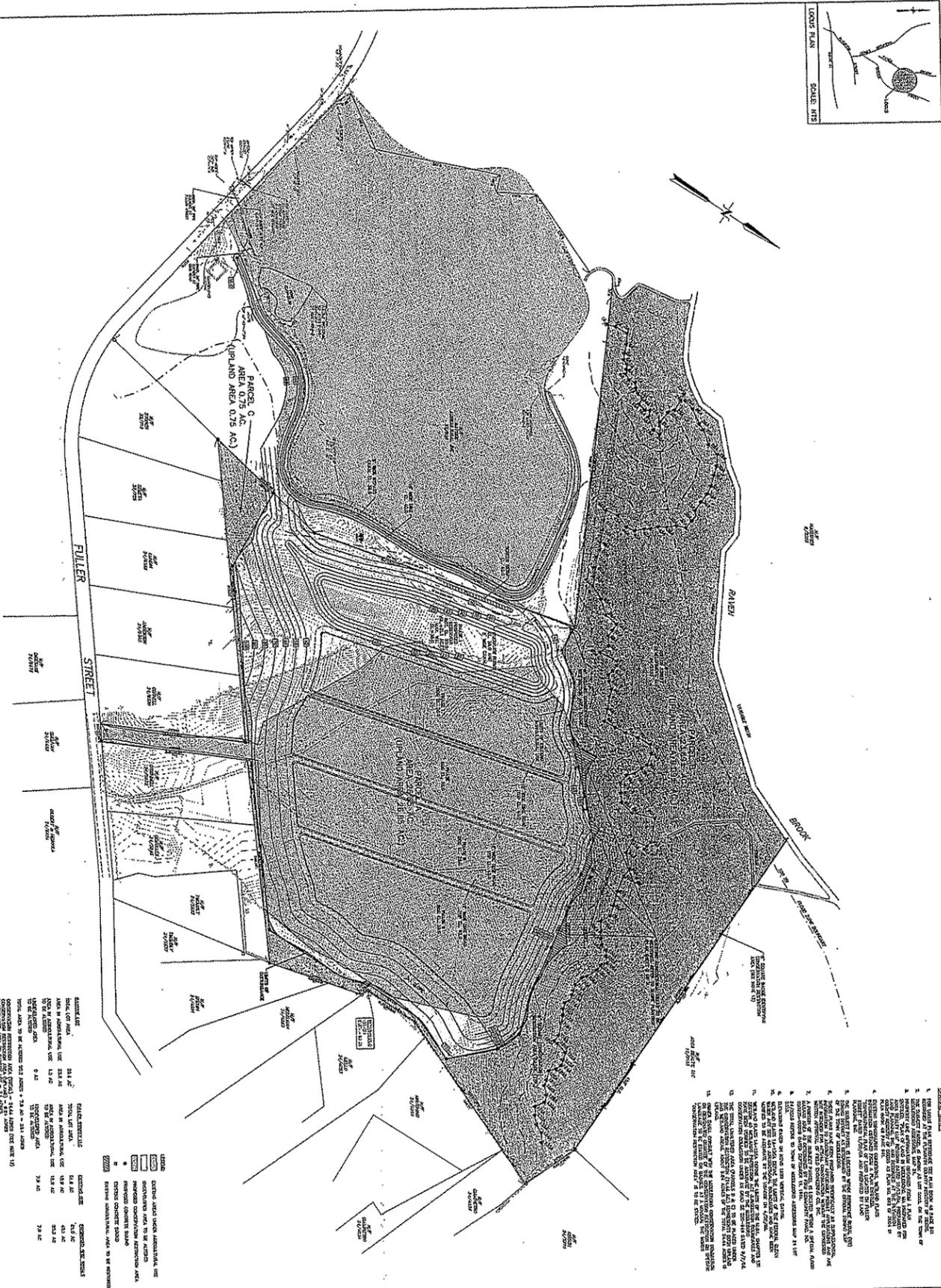
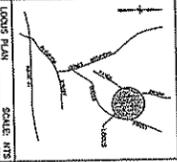
The land of the Grantor in Middleborough, Plymouth County, Massachusetts as shown as Parcel A Parcel B and Parcel C on a plan of land entitled "Plan of Land in Middleborough, MA, prepared for Fuller Street Development, LLC", which plan is dated February 26, 2009 and is recorded at the Plymouth County Registry of Deeds herewith.

For Grantor's title see the deed from ADGA Realty, LLC to Fuller Street Development, LLC, dated February 14, 2005 and recorded at the Plymouth County Registry of Deeds in Book 29995, Page 62.

**EXHIBIT B**

**PROPOSED CRANBERRY BOG PROJECT  
FULLER STREET DEVELOPMENT LLC**

**"SITE PLAN"  
LAST REVISED APRIL 7, 2009**



- GENERAL NOTES**
1. THIS SITE PLAN IS PREPARED FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
  2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
  3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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  15. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
ASPHALT DRIVE	584.42	1.12%
GRAVEL DRIVE	124.42	0.24%
PAVEMENT DRIVE	124.42	0.24%
CONCRETE DRIVE	124.42	0.24%
WOOD DRIVE	124.42	0.24%
STEEL DRIVE	124.42	0.24%
BRICK DRIVE	124.42	0.24%
STONE DRIVE	124.42	0.24%
OTHER DRIVE	124.42	0.24%
<b>TOTAL DRIVE</b>	<b>1,351.36</b>	<b>2.72%</b>



**FIELD SURVEYING**  
 CONSULTING ENGINEERS  
 1000 WEST 10TH AVENUE  
 DENVER, CO 80202  
 PHONE: 303.733.1111  
 FAX: 303.733.1112  
 WWW: WWW.FIELD-SURVEYING.COM

NO.	DATE	DESCRIPTION
1	10/1/2011	PRELIMINARY DESIGN
2	10/1/2011	FINAL DESIGN
3	10/1/2011	CONSTRUCTION
4	10/1/2011	PERMITTING

PROPOSED CRANBERRY BOG PROJECT  
 FULLER STREET DEVELOPMENT LLC  
 FULLER STREET  
 MIDDLEBORD, MA

DATE: 10/1/2011  
 SCALE: 1" = 100'

1

**EXHIBIT C**

**MASSACHUSETTS ENDANGERED SPECIES ACT  
CONSERVATION AND MANAGEMENT PERMIT  
NO. 009-133.DFW DATED MAY 12, 2009**



MassWildlife

Commonwealth of Massachusetts

# Division of Fisheries & Wildlife

FILE

Wayne F. MacCallum, Director

## MA ENDANGERED SPECIES ACT (G.L. c.131A) CONSERVATION AND MANAGEMENT PERMIT

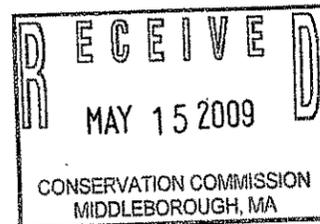
DATE May 12, 2009

CONSERVATION PERMIT NO.: 009-133.DFW

NHESP FILE NO. 08-24401

PERMIT HOLDER Elliot Schneider, Fuller Street Development LLC

PROJECT Construction of Cranberry Bogs



Pursuant to the authority granted in the Massachusetts Endangered Species Act ("MESA") (G.L. c.131A) and its implementing regulations (321 CMR 10.23), the Director of the Massachusetts Division of Fisheries & Wildlife (the "Division") hereby issues a Conservation and Management Permit to Elliot Schneider, Fuller Street Development LLC (the "Permit Holder"). This permit authorizes the "taking" of the State-listed Eastern Box Turtle (*Terrapene carolina*), which is state-listed as "Special Concern," pursuant to the MESA, arising out of the construction of cranberry bogs and associated work (the "Project"), on a ± 51.6 acre site located northwest of Fuller Street in the town of Middleborough, Massachusetts (Book 2995, Page 62, Plymouth County Registry of Deeds; the "Property").

The Division has determined that the Project would result in a "take" of the Eastern Box Turtle and will result in the alteration of approximately 20.2 acres of agricultural land, 18.9 of which is a hayfield, and 7.9 acres of undeveloped woodland. The total land alteration will be approximately 28.1 acres.

Under the authority granted by and in accordance with MGL c131A§3 and 321 CMR 10.23, the Director may permit the taking of a State-listed Species for conservation and management purposes provided that there is a long-term Net Benefit to the conservation of the impacted species. If the Director determines that the applicant for a permit has avoided, minimized and mitigated impacts to the State-listed Species consistent with the following Performance Standards, then the Director may issue a conservation and management permit, provided:

- (a) the applicant has adequately assessed alternatives to both temporary and permanent impacts to State-listed Species;
- (b) an insignificant portion of the local population would be impacted by the Project or Activity, and;

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(c) the applicant agrees to carry out a conservation and management plan that provides a long-term Net Benefit to the conservation of the State-listed Species that has been approved by the Director, as provided in 321 CMR 10.23(5), and shall be carried out by the applicant.

The Director has determined that the applicant for this permit has met the above noted Performance Standards and that the conservation and management plan described herein provides a long-term Net Benefit to the conservation of the Eastern Box Turtle.

Pursuant to this permit, (a) approximately 51.3 acres will be protected in perpetuity as open space and State-listed species habitat through an Executive Office of Energy & Environmental Affairs-Division of Conservation Services ("EEA-DCS") approved Conservation Restriction where 26.9 acres allows for agricultural activities and 24.4 acres extending mostly along Raven Brook are for conservation purposes only; (b) temporary turtle barriers will be installed and maintained throughout construction according to the "Turtle Protection Plan"; (c) a qualified biologist will conduct visual sweeps in work areas as specified in the "Turtle Protection Plan"; (d) construction staff will be provided information and materials about the likely presence of state-listed species and appropriate responses to any sightings; (e) approximately 1.3 acres of altered land will be restored to provide habitat for the Eastern Box Turtle through appropriate plantings; and (f) a mowing restriction will be placed on the existing agricultural field on site until field.

Therefore, the Project can be permitted pursuant to the MESA. This Conservation and Management Permit (the "Permit") is issued to condition the Project and to provide a long-term Net Benefit to the Eastern Box Turtle.

In accordance with the documents submitted to the Division entitled:

- "Site Plan" (dated 06/12/2008, last revised 04/07/2009, prepared by Field Engineering Co., Inc., herein the "Project Plan", Attachment 1);
- "Plan of Land" (dated 02/26/2009, last revised 05/05/2009, prepared by Field Engineering Co., Inc.; herein the "CR Plan", Attachment 2);
- "Conservation Easement a/k/a Conservation Restriction to the Middleborough Conservation Commission" (dated 05/05/2009, herein the "Conservation Restriction", Attachment 3);
- "Eastern Box Turtle (*Terrapene carolina*) Protection Plan" (dated 10/01/2008, last revised 03/18/2009, by LEC, herein "Turtle Protection Plan", Attachment 4);
- "Slope Planting Plan" (2 pages, dated 08/19/2008, last revised 04/07/2009, prepared by Field Engineering Co., Inc., Attachment 5);

and any other plans and documents referenced herein, this Conservation and Management Permit is issued with the following conditions:

#### General Conditions:

1. The Project authorized by this Conservation and Management Permit shall be completed within three (3) years from the date of issuance. If needed, the Permit Holders shall submit a written request to the Division for an extension of time to complete said Project and the Division will review the Project pursuant to MESA for any continuing impacts as described herein and for any new impacts to any State-listed Species found subsequent to the issuance date of this Permit.
2. This Permit shall not preclude the review of future projects on the Property that are subject to the Wetlands Protection Act regulations (310 CMR 10.37, 10.58(4)(b), 10.59), as applicable, by the Natural Heritage & Endangered Species Program ("NHESP") of the Division.

3. The work authorized by this Permit involves the construction of cranberry bogs and associated work totaling 28.1 acres of alteration of which 20.2 occurs with agricultural areas and 7.9 occurs within undeveloped woodland as shown on the Project Plan (Attachment 1; the "Work"). The Work also includes any other on-site activity required by the Division as a condition of this Permit.
4. Division representatives shall have the right to enter and inspect the Property subject to this Permit at reasonable hours to evaluate permit compliance and require the submittal of any reasonable information not otherwise required by this Permit but deemed necessary by the Division to complete its evaluation.
5. Any proposed change to any plan identified in this Permit, or to the state-listed species conservation plan required by way of this Permit, shall require the Permit Holder to inquire of the Division, in writing, whether the change is significant enough to require the filing of a new Conservation and Management Permit Application, and or require additional long-term Net Benefit for affected State-listed species. The Division retains the right to require the submittal of additional, reasonable information to evaluate the plan change.
6. This Conservation and Management Permit shall apply to, and inure to the benefit of, the Permit Holder and any successor-in-interest of the Permit Holder, or to a subsequent successor-in-control of the Property or portion thereof subject to this Conservation and Management Permit should Permit Holder convey its record ownership of the Property to said successor-in-control, as well as to any contractor or other person performing work conditioned by this Conservation and Management Permit. Within three days of the transfer of an interest in the property or a portion thereof, any successor-in-interest or subsequent successor-in-control [ie, subsequent owners or operators] of the Property or a portion thereof shall provide the Division with a letter indicating (1) that the successor is the successor-in-interest of the Permit Holder or the successor-in-control [ie, current owner or operator] of the Property or a portion thereof, and (2) that said successor will perform the obligations of the Permit Holder as set forth in this Conservation and Management Permit.
7. Prior to the start of Work, the Permit Holder shall notify the Division in writing of the name, address, business and home telephone numbers of the project supervisor(s) and/or contractor(s) responsible for compliance with this Conservation and Management Permit. The Permit Holder shall provide updated information in writing to the Division should new or additional project supervisors and/or contractors be hired after Work has commenced. Within three (3) days of the start of work, the Permit Holder shall send a letter to the Division stating the date upon which work commenced.
8. Prior to the start of Work, the text of this Conservation and Management Permit shall be recorded by the Permit Holders in the Registry of Deeds or the Land Court for the district in which the Property is located so as to become a record part of the chain of title of the Property. In the case of recorded land, the Conservation and Management Permit shall be noted in the Registry's Grantor Index under the name of the owner of the Property upon which the proposed Work is to be done. In the case of registered land, the Conservation and Management Permit shall be noted on the Land Court Certificate of Title of the owner of the Property upon which the proposed Work is done. Permit Holders shall submit to the Division a date-stamped and signed copy of said recorded Permit showing the date and book and page of recording of said Permit within 5 days after recording and/or filing, as applicable. No Work shall begin on the Property until the Permit is recorded and said recorded copy is submitted to the Division except as otherwise approved by the Division in writing.
9. At the completion of Work the Permit Holder shall submit a written request for a Certificate of Permit Compliance to the Division including as-built plans and other supporting materials

demonstrating the completion of Work and compliance with all conditions herein.

10. Any land required to be protected as a condition of this Permit in order to achieve a long-term Net Benefit, shall remain protected as habitat in perpetuity.
11. The Permit Holder shall comply with all Conditions and Special Conditions contained within this Permit and complete the Project consistent with all Division-approved plans and supporting documents except as otherwise approved by the Division in writing.
12. A violation of any condition of this Conservation and Management Permit will result in an unauthorized Take pursuant to M.G.L. c. 131A and may be subject to civil and or criminal penalties pursuant to M.G.L. c. 131A.

### Special Conditions:

13. Authorized Construction and Uses: This Conservation Permit authorizes construction and uses on the Site as described above. All work shall be confined to the area of the site within the limits of work as shown on the Project Plan (Attachment 1).
14. Conservation Restriction: The Permit Holders shall execute an EEA-DCS approved Conservation Restriction on  $\pm$  51.3 acres of land labeled as Parcels A, B, and C on the CR Plan (Attachment 2).

The Conservation Restriction shall be in substantially the same form as shown in Attachment 3, and shall be granted by the Permit Holder to the Middleborough Conservation Commission, or to any other qualified land trust, nonprofit organization of government entity approved in writing in advance by the Division. Any changes in the form of said Conservation Restriction other than typographical or grammatical changes must be approved in writing by the Division before said changes are submitted to the Secretary of the Executive Office of Energy & Environmental Affairs for approval. If the Executive Office of Energy & Environmental Affairs requires changes that substantially expand the permitted activities in said Conservation Restriction, the Permit Holder shall immediately notify the Division in writing of the requested changes so that the Division can review said proposed changes for compliance with the terms and provisions of this Permit. If the Division determines that said proposed changes to the Conservation Restriction(s) are inconsistent with the purposes of this Conservation and Management Permit, the Division shall have 60 days after receipt of said Notice to discuss said proposed changes with said Executive Office in order to seek deletion or modification of the requested changes.

No Work shall be initiated on the Property until the Permit Holders have submitted proof to the Division of filing of said draft Conservation Restriction with the MA Executive Office of Energy & Environmental Affairs-Division of Conservation Services.

Said Conservation Restriction shall be executed and recorded in the Registry of Deeds or the Land Court for the district in which the Property is located so as to become a record part of the chain of title of the Property, no later than six (6) months after the initiation of Work associated with this Permit. Work shall cease if said Conservation Restriction is not recorded and copies thereof received by the Division by this date, provided, however, that the Division may extend this date from time to time if the failure to execute and record said Conservation Restriction results from circumstances beyond the control of Permit Holders and so long as the Permit Holder continue in good faith to seek to execute and record said Conservation Restriction.

15. Conservation Restriction Boundaries & Signage: Prior to the start of work, wooden posts will be installed at the concrete bound locations and signage will be erected as shown on the CR Plan (Attachment 2). Prior to the completion of work, the boundaries of the Conservation Restriction shall be permanently monumented with concrete bounds as shown on the CR Plan (Attachment 2). Said permanent bounds and signage shall be maintained in good condition by the Permit Holder, and repaired or replaced, as necessary.
16. Turtle Protection During Construction: The Permit Holder shall implement the Turtle Protection Plan as described in Attachment 4. If changes to the Turtle Protection Plan are necessary, a revised Turtle Protection Plan must be submitted to the NHESP for written approval.
17. Construction Staff Education: All construction, landscaping, and other sub-contractors associated with the Project shall be informed in writing of the likely presence of State-listed Species on the Property and what measures should be implemented to minimize direct harm to State-listed Species. Further, no wildlife shall be removed from the Property without approval of a qualified wildlife biologist or the Division except as necessary to receive veterinary treatment in the case of harm during construction.
18. Reporting Observations of State-listed Species: The Division shall be notified, in the form of a Rare Animal or Plant Observation Form, within 10 day of the observation of any State-listed Species within or outside the limits of work. These forms are available from the NHESP website [www.nhesp.org](http://www.nhesp.org) by choosing "Species Information" on the navigation bar.
19. Mowing of Existing Agricultural Fields: The existing agricultural fields on site that remain during the work period shall not be mowed between April 15<sup>th</sup> and September 15<sup>th</sup> of a given year. Should mowing occur between September 15<sup>th</sup> and October 15<sup>th</sup>, mower blade heights will be set at a minimum of 7 inches off the ground. All mowing activities will be contained within the existing agricultural envelope and accessed via the on-site, existing Fuller Street cart path.
20. Restoration/Planting Areas: ± 1.3 acres of altered land will be restored to provide habitat for the Eastern Box Turtle through appropriate plantings in accordance with the "Slope Planting Plan" (Attachment 5).
21. Notice of Appeal Rights: This Determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.23. Any person aggrieved by this decision shall have the right to an adjudicatory hearing at the Division pursuant to M.G.L. c. 30A, s.11 in accordance with the procedures for informal hearings set forth in 801 CMR 1.02 and 1.03.

Any notice of claim for an adjudicatory hearing shall be made in writing and be accompanied by a filing fee in the amount of \$500.00. The notice of claim shall be sent to the Division by certified mail, hand delivered or postmarked within 21 days of the date of the Division's Determination to:

Wayne MacCallum  
 Director  
 Division of Fisheries and Wildlife  
 Field Headquarters  
 One Rabbit Hill Road  
 Westborough, MA 01581

Any notice of claim for an adjudicatory hearing shall include the following information:

1. The file number for the project;

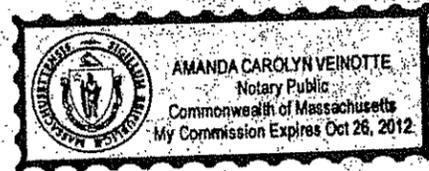
2. The complete name, address and telephone number of the person filing the request, and the name, address and telephone number of any authorized representative;
3. The specific facts that demonstrate that a party filing a notice of claim satisfies the requirements of an "aggrieved person," including but not limited to (a) how they have a definite interest in the matters in contention within the scope of interests or area of concern of M.G.L. c. 131A or the regulations at 321 CMR 10.00 and (b) have suffered an actual injury which is special and different from that of the public and which has resulted from violation of a duty owed to them by the Division;
4. A clear statement that an adjudicatory hearing is being requested;
5. A clear and concise statement of facts which are grounds for the proceeding, the specific objections to the actions of the Division and the basis for those objections; and the relief sought through the adjudicatory hearing; and a statement that a copy of the request has been sent by certified mail or hand delivered to the applicant and the Record Owner, if different from the applicant.

*Wayne J. MacCallum*  
 Wayne MacCallum, Director  
 Massachusetts Division of Fisheries & Wildlife

On this 12th day of May, 2009, before me, the undersigned notary public, personally appeared Wayne MacCallum, Director, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

*Amanda C. Veinotte*  
 Amanda Carolyn Veinotte, Notary Public  
 My Commission expires: October 26, 2012

**Conservation Permit 009-133.DFW**  
**Issued this 12th day of May, 2009**  
**Work must be completed by: 12 May 2012**



**ACKNOWLEDGEMENT AND ACCEPTANCE OF ALL TERMS OF  
THIS CONSERVATION PERMIT**

The undersigned below agrees that commencement of any work authorized by and described in this Conservation and Management Permit constitutes acknowledgement and acceptance of all terms of this permit.

\_\_\_\_\_  
Signatory 1  
Fuller Street Development

COMMONWEALTH OF MASSACHUSETTS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public  
\_\_\_\_\_

SEAL

My commission expires: \_\_\_\_\_

## Distribution List

Brian Madden, LEC Environmental Consultants, Inc.  
Middleborough Board of Selectmen  
Middleborough Conservation Commission  
Middleborough Planning Board  
DEP Southeast Regional Office, Wetlands Program  
Anne Canaday, MA Environmental Policy Act Office

**WARRANT FOR SPECIAL TOWN MEETING**

Middleborough, Massachusetts

To Bruce 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, June 6, 2011 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 2011, 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, the Stabilization 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 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account, the Water Enterprise Unreserved/Retained Earnings account, or other available source to fund sick leave buy-backs or act anything thereon.

Given, under our hands at Middleborough, this 9<sup>th</sup> day of May, 2011.

Alfred P. Rullo, Jr., Chairman  
Stephen J. McKinnon, Vice Chairman  
Steven P. Spataro  
Allin Frawley  
Ben Quelle  
**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 19<sup>th</sup> day of May, 2011, that date being more than fourteen days before the time specified for said meeting.

BRUCE GATES  
Police Chief

SPECIAL ARTICLE 1

Charles Cristello

**From:** Andy Bagas  
**Sent:** Tuesday, May 10, 2011 11:49 AM  
**To:** Rich Pavadore - Finance Comm. Chairman  
**Cc:** Charles Cristello  
**Subject:** RE: update on Snow and ice

Rich: Sorry for the delayed response, I was away on vacation. The current deficit is approximately \$442K. It is possible that there may be some small invoices still to come. Andy

---

**From:** FINCOM [mailto:fincom@engineeringspecialties.net]  
**Sent:** Tuesday, April 26, 2011 10:44 AM  
**To:** Andy Bagas  
**Subject:** update on Snow and ice

Andy,  
Can you get me the latest (and hopefully final) snow and ice deficit that we need to pay in June for this fiscal year?

The latest figures I have are \$328K deficit as of 2/15/2011

Thanks in Advance.

Thank you,  
*Rich Pavadore*  
work: (508) 378-1112 X 10  
cell: (508) 942-1722  
Middleboro Finance Committee

When writing or responding to this email, please remember that the Secretary of the Commonwealth of Massachusetts has determined that email is a public record. This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information.

SPECIAL ARTICLE 1

Charles Cristello

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**From:** Eileen Gates  
**Sent:** Wednesday, May 04, 2011 4:13 PM  
**To:** Charles Cristello  
**Subject:** Budget Supplement for New Town Clerk for FY 2011

Charlie,

The starting hourly wage is  $\$34.4581 \times 40 \text{ hours} = \$1,338.32$  per week, making the total supplement need for the month of June 2011 **\$5,353.30**. If you need any further information, let me know.

Eileen

SPECIAL ARTICLE 1

**Charles Cristello**

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**From:** Karen Gorich

**Sent:** Thursday, May 12, 2011 10:55 AM

**To:** Charles Cristello

**Cc:** Joseph Silva

**Subject:** David Bernier - Water Dept

Total of 42 days @ 188.61/day \$ 7,921.62



Eileen S. Gates, CMC  
Town Clerk

*Town of Middleborough*  
Office of the Town Clerk  
Savings Bank Building 20 Centre Street  
Middleborough, Massachusetts 02346-2250  
508-946-2415  
508-946-2308 fax

*Special  
ARTICLE 1 § 3*

DATE: March 3, 2011

TO: Charles Cristello, Town Manager

FROM: Eileen S. Gates, Town Clerk

SUBJECT: Vacation and Buy Back Sick

Please have Article included in the **Special** Town Meeting Warrant for June 2, 2011:

**ARTICLE:** To see if the town will vote to raise and appropriate a sum of money to buy back accumulated sick leave for the following department:

Town Clerk	24,689.52
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Also, the following needs to be appropriated as a Fiscal 2011 **budget supplement** to pay for unused vacation:

6,583.87

In addition, it would be beneficial to the town if the new Clerk is able to work in the office for at least one month before I retire, in order to show them around, allowing them time to ask any questions they may initially have.

If the new Clerk is able to start before July 1, 2011, supplemental funds will need to be allocated for that also.

*Eileen*



## ANNUAL MEETING WARRANT

Middleborough, Massachusetts

To Bruce 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, June 6, 2011, at 7:30 P.M.**, to act on the following articles:

ARTICLE 1. To hear the report of any committee or officer of the Town, to appoint any committee, or act anything thereon.

ARTICLE 2. To see if the Town will vote to raise and appropriate a sum of money by taxation or from available funds in the treasury to defray expenses of the Town for the fiscal year beginning on July 1, 2011, relating to all or any of its officers, boards or departments and for purposes authorized by law, or act anything thereon.

ARTICLE 3. To see if the Town will vote to transfer from the income from the sales of gas and electricity a sum of money to the Assessors for the purpose of fixing the tax rate for Fiscal Year 2012, or act anything thereon.

ARTICLE 4. To see if the Town will vote to transfer \$96,950 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 5. To see if the Town will vote pursuant to Section 53E ½ of Chapter 44 of the General Laws, as amended, to authorize and/or reauthorize establishment of one or more revolving funds for the purpose of funding certain activities and operations of certain departments and programs of the Town during Fiscal Year 2012, or act anything thereon.

<b>Municipal Fire Alarm System</b>	<b>Not to exceed \$15,000</b>
<b>Hazardous Materials Incident Training &amp; Materials</b>	<b>Not to exceed \$50,000</b>
<b>Recycling Program</b>	<b>Not to exceed \$2,500</b>
<b>Composting Bin Program</b>	<b>Not to exceed \$2,500</b>
<b>Herring Fishery Program</b>	<b>Not to exceed \$10,000</b>
<b>Recreation and Sports Program</b>	<b>Not to exceed \$100,000</b>
<b>Zoning Map, Bylaws and Subdivision Rules &amp; Regulations</b>	<b>Not to exceed \$2,500</b>

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 Town employees and retired Town employees and other persons enrolled in the Town's health insurance plans for some of the increases in health insurance HMO and PPO deductibles and co-payments paid by said employees and retirees and other persons during Fiscal Year 2012 and in excess of the amounts of such deductibles and co-payments applicable during Fiscal Year 2010, and to pay any related costs, or act anything thereon.

ARTICLE 8. A NEW DAY (formerly Womansplace Crisis Center) requests from the Town of Middleborough that \$1,500 be raised and appropriated to A New Day in fiscal year 2012 in lieu of services provided to the sexual assault survivors and their families.  
By petition

ARTICLE 9. To see if the Town will vote to accept Clause 56 of G.L. c.59, ss 5 which would allow members of the Massachusetts National Guard or military reservists who are on active duty to obtain a reduction of all or part of their real and personal property taxes for any fiscal year they are serving in a foreign country, or act anything thereon.

ARTICLE 10. To see if the Town will vote to raise and appropriate the sum of \$200,000.00 by borrowing under General Laws, Chapter 44, by borrowing from the Massachusetts Water Pollution Abatement Trust pursuant to General Laws Chapter 29C, or by raising and appropriating said sum from some other source for the purpose of funding the Town's program to repair, replace or upgrade septic waste disposal systems, or act anything thereon.

ARTICLE 11. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$400,000 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 a new engine for the Fire Department, or act anything thereon.

ARTICLE 12. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$287,000 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 a new sander for the Public Works Department, two new utility trucks for the Wastewater Department, and a new van for the Water Department, 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 to repair the Town Hall Cupola and to make exterior repairs to the Town Hall Annex and Public Library, or act anything thereon.

ARTICLE 14. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$520,000 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to replace windows and repave the parking lot at the Elementary Complex, or act anything thereon.

ARTICLE 15. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$170,000 from taxation, free cash, another specific available fund, the Stabilization Fund, an existing appropriation or account or other available source, or by borrowing to replace part of the floor tiles at Middleborough High School, and install security cameras and access control card readers at all school buildings, or act anything thereon.

ARTICLE 16. To see if the Town will vote to raise and appropriate and/or transfer the sum of \$253,095 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 staff/classroom computers, printers, and file servers, LCD projectors and instructional technology, and computer network infrastructure for the School Department and to purchase computers, servers, monitors, printers, and related hardware for various Town departments, or act anything thereon.

ARTICLE 17. To see if the Town will vote to accept River's Edge Drive and Edge Water Lane as Town ways laid out by the Board of Selectmen, to authorize the Selectmen to acquire by eminent domain or by gift the fee in said ways as shown on the road layout plan on file with the Town Clerk entitled "Road Layout Plan of River's Edge Drive and Edgewater Lane - Middleborough, Massachusetts 02346" consisting of five sheets, dated October 15, 2007, revised through February 14, 2008 and prepared by Atlantic Design Engineers, L.L.C., and any related easements as shown on said plan, to authorize the Board to complete construction of the ways 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 18. To see if the Town will vote to transfer the care, custody, management, and control of land and building (Freight House), Assessors Map and lot #: Map 50M: lots 5058 (10 Cambridge Street), 5089 (2 Cambridge Street), 5852 (15 Station Street), and R.O.W. (discontinued road, Centre Avenue) to the Board of Selectmen for the purpose of sale and conveyance of the properties, or act anything thereon.

ARTICLE 19. To see if the Town will vote to authorize the Board of Selectmen to enter into an agreement with the Town of Lakeville to provide water service to certain properties in the Town of Lakeville on such terms and conditions as the Board of Selectmen determines, or act anything thereon.

ARTICLE 20. To see if the Town will vote to: (a) approve a Tax Increment Financing ("TIF") Plan and Agreement pursuant to Massachusetts General Laws c. 23A, §3E between Ocean Spray Cranberries, Inc. and the Town of Middleborough for an expansion project located at 152 Bridge Street shown on Assessors' Map 64, Lot 4545 which TIF provides for tax exemptions over a twenty (20) year period at the rates set forth therein, substantially in the form on file with the Board of Selectmen and the Town Clerk, subject to approval by the Economic Assistance Coordinating Council of the Commonwealth of Massachusetts ("EACC"); (b) authorize the Board of Selectmen to execute the TIF Agreement, and any necessary documents relating thereto, and to take such other actions as are necessary or appropriate to implement those documents; (c) authorize the Board of Selectmen to submit all such documents to the EACC under the Economic Development Incentive Program for approval and designation of the Bridge Street Economic Opportunity Area expansion project, TIF Plan and TIF Agreement and Certified Project Application described therein; (d) take such other and further action as may be necessary or appropriate to carry out the purposes of this article; and (e) or act anything thereon.

ARTICLE 21. Local Adoption of Chapter 43D Expedited Permitting – South Middleborough Property

To see if the Town will vote to accept the provisions of Chapter 43D of the MA General Laws as amended pursuant to Section 11 of Chapter 205 of the acts of 2006, and to approve the filing of an application with the Interagency Permitting Board for the designation of land generally bounded by Route 28 (Wareham Street) and Route 495, totaling 134.6 acres, assessor's Map #:88: Lots 3449, 3488, 4234, 4265, 5056, 5751 and Map #94: :Lots 1026, 274, 5966 as a Priority Development Site, or act anything thereon.

ARTICLE 22. To see if the Town will vote pursuant to Section 53E ½ of Chapter 44 of the General Laws, as amended, to authorize establishment of an Administrative Services revolving fund for the purpose of funding certain activities and operations of the Conservation Commission during Fiscal Year 2012, or act anything thereon.

ARTICLE 23. To see if the Town will vote to adopt the following bylaw –  
Community Preservation Bylaw

Section 1: Establishment

The Town of Middleborough hereby establishes a Community Preservation Committee, consisting of nine (9) voting members pursuant to MGL Chapter 44B, Section 5. The composition of the Committee, the appointing authority and the term of office for the Committee members shall be as follows:

One member of the Conservation Commission as designated by the Commission for a term of three years.

One member of the Historical Commission as designated by the Commission for a term of three years.

One member of the Housing Authority as designated by the Authority for a term of three years.

One member of the Planning Board as designated by the Board for an initial term of two years and thereafter for a term of three years.

One member of the Park Commission as designated by the Commission for an initial term of one year and thereafter for a term of three years.

Two at-large members to be appointed for a term of two years and thereafter for a term of three years.

Two at-large members to be appointed for a term of one year and thereafter for terms of three years.

The initial four at-large members shall be appointed by majority vote during a joint meeting of the statutory members of the Community Preservation Committee and the Board of Selectmen. Further, prior to this joint meeting, the Board and the Committee shall each receive the applications of interested persons and may interview the applicants. Thereafter, the appointment of at-large members shall be by majority vote during a joint meeting of the Board of Selectmen and all members of the Community Preservation Committee.

Notwithstanding the terms of office set forth above, in the event that a person no longer serves in the position or on the commission, board or authority designated above, such person shall be deemed to have vacated his or her position on the Community Preservation Committee.

Should any of the commissions or boards who have appointing authority under this Section be no longer in existence for whatever reason, the appointing authority for that commission, board or authority shall become the responsibility of the Board of Selectmen.

## Section 2: Duties

1. The Community Preservation Committee shall study the needs, possibilities and resources of the town regarding community preservation. The Committee shall consult with existing municipal boards, including but not limited to, the Board of Selectmen, the Conservation Commission, the Historical Commission, the Planning Board, the Parks Commissioners and the Housing Authority, or persons acting in those capacities or performing like duties, in conducting such studies. As part of its study, the Committee shall hold one or more public informational hearings on the needs, possibilities and resources of the Town regarding Community Preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper of general circulation in the Town.
2. The Community Preservation Committee shall make recommendations to Town Meeting for the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation and preservation of land for recreational use; for the acquisition, creation, preservation and support of community housing; and for the rehabilitation or restoration of open space, land for recreational use and community housing that is acquired or created with Community Preservation Funds. With respect to community housing, the Community Preservation Committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites.
3. The Community Preservation Committee may include in its recommendation to the Town Meeting a recommendation to set aside, for later spending, funds for specific purposes that are consistent with Community Preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose or recommended action to set aside for later spending funds for general purposes that are consistent with community preservation.

## Section 3: Requirement for a quorum and cost estimates

The Community Preservation Committee shall not meet or conduct business without the presence of a quorum. A majority of the members of the Community Preservation Committee shall constitute a quorum. The Community Preservation Committee shall approve its actions by majority vote. Recommendations to the Town Meeting shall include their anticipated costs.

## Section 4: Amendments

This bylaw may be amended from time to time by a majority vote of the Town Meeting, provided that the amendments would not be in conflict with Chapter 44B of the Massachusetts General Laws.

## Section 5: Severability

In case any section, paragraph or part of this by-law be for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect.

## Section 6: Effective Date

Following Town Meeting approval, this bylaw shall take effect under and pursuant to the procedures and requirements of General Laws Chapter 40, Section 32. Each designating and appointing authority shall have thirty days after the bylaw takes effect to make their initial appointments, or act anything thereon.

ARTICLE 24. To see if the Town will vote to rescind the vote taken under Article 23 of the warrant for the June 14, 1993 Special Town Meeting that the Board of Selectmen shall be the Rent Board for the purpose of regulating rents, minimum standards for the use or occupancy of mobile home park accommodations and evictions of tenants therefrom pursuant to the provisions of Chapter 703 of the Acts of 1985, to authorize the Board of Selectmen to appoint a five (5) member Rent Board pursuant to the provisions of Chapter 703 of the Acts of 1985 for such terms as the Board of Selectmen determines, to provide that the Board of Selectmen shall by appointment fill any vacancies in the Rent Board, to provide that the Board of Selectmen shall cease to be the Rent Board under Chapter 703 of the Acts of 1985 from and after December 1, 2011 and that the members of the Rent Board appointed by the Board of Selectmen shall take office on December 1, 2011, or act anything thereon.

ARTICLE 25. To see if the Town will vote to authorize the Board of Selectmen to petition the General Court of the Commonwealth to enact special legislation to provide that any agreement for a term of more than two (2) years made by the Town with any other governmental unit under the provisions of Section 4A of Chapter 40 of the General Laws respecting the sale by the Town of Middleborough of water or wastewater treatment services shall be subject to authorization by the Town Meeting, or act anything thereon.

ARTICLE 26. To see if the Town will vote to authorize the Board of Selectmen to petition the General Court of the Commonwealth to enact legislation to allow the Board to impose reasonable fees for the employment of outside consultants under the provisions of General Laws Chapter 44, Section 53G in connection with its review of Earth Removal permit applications under the Town's Earth Removal By-law, or act anything thereon.

ARTICLE 27. To see if the Town will vote to adopt the following by-law –

Section 1. A record owner of a lot of land which abuts a Town way who intends to construct a building or other structure on the lot and which construction requires a building permit shall, before commencement of construction, file a written notice of intent to construct with the Director of the Town's Department of Public Works (the "Director"). The notice shall contain the street address of the lot on which construction is to take place, the name(s) of the record owner(s) of the lot, a description of the proposed construction, the estimated dates when construction will take place, and the vehicles, equipment and machinery which will be used in such construction. Upon receipt of such notice, the Director may require the record owner of the lot to provide to the Town a monetary bond ("bond") in an amount not to exceed Two Thousand Dollars (\$2,000.00). The Director in determining whether to require a bond and the amount of the bond shall take into consideration the nature of the proposed construction, when the proposed construction is to occur, the vehicles, equipment and machinery likely to be used in such construction, the condition of the Town way on which the lot abuts and the purpose of the bond as set forth in Section 2.

Section 2. The purpose of a bond under this by-law is to provide money to the Town to defray the cost to restore or repair a Town way which incurs damage caused by or arising from the use of vehicles, equipment or machinery in connection with the construction of a building or structure on a lot which abuts the Town way.

Section 3. If the Director requires a bond, the record owner of a lot shall provide such bond to the Town before commencement of construction.

Section 4. When a record owner of a lot who provided a bond pursuant to this by-law notifies the Director that construction has been completed including completion of any related lot grading and/or landscaping, the amount of the bond shall be refunded to the record owner less an amount determined by the Director for the cost to restore or repair the Town way on which the

lot abuts which way incurred damage caused by vehicles, equipment or machinery in connection with construction on the lot. The Town shall retain such amount determined by the Director for the cost to restore or repair the Town way and refund the remainder of the bond amount to the record owner of the lot who provided the bond.

Section 5. Violation of Section 1 or Section 2 hereof by a record owner of a lot shall be punished by a fine of One Hundred Fifty Dollars (\$150.00) for each violation, or act anything thereon.

ARTICLE 28. To see if the Town will vote to authorize the Board of Selectmen to acquire easements in two parcels of land by gift, purchase or eminent domain in connection with the project to improve drainage on Thompson Street, such parcels being shown on a plan entitled "DRAINAGE EASEMENT PLAN, Map 14 Plot 732, Map 23 Lot 766, 174 & 176 Thompson Street, Middleboro, Mass. Date: March 14, 2011." By Michael J. Koska & Associates, Inc. Said property owners are Goldman, 174 Thompson Street and Ribeiro, 176 Thompson Street, or act anything thereon.

ARTICLE 29. To see if the Town will vote to authorize the Board of Selectmen to acquire easements in one parcel of land by gift, purchase or eminent domain in connection with the project to improve the intersection of Rocky Meadow Street at Tispaquin Street, such parcel being shown on a plan entitled "ROADWAY EASEMENT PLAN FOR ROCKY MEADOW AND TISPAQUIN STREETS, Map 44 Plot 5527, Middleboro, Mass. Date: March 30, 2011." By Michael J. Koska & Associates, Inc. Said property owner is Rudolph, 52 Rocky Meadow Street, or act anything thereon.

Given, under our hands at Middleborough, this 9<sup>th</sup> day of May, 2011.

Alfred P. Rullo, Jr., Chairman  
Stephen J. McKinnon, Vice Chairman  
Steven P. Spataro  
Allin Frawley  
Ben Quelle  
**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 May, 2011**, that date being more than seven days before the time specified for said meeting.

BRUCE GATES  
Police Chief

# ARTICLE 3

**Charles Cristello**

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**From:** Charles Cristello  
**Sent:** Tuesday, May 10, 2011 12:04 PM  
**To:** Selectman Distribution  
**Subject:** G&E PILOT Payment

I have been meeting with John Granahan at the G&E about raising the PILOT payment to the Town. He will be presenting a new formula to his commissioners tonight based on gross revenue, below, which will begin at 1% and rise by .1% each year for the next five years. The PILOT will increase by \$100,000 this year and by \$50,000 in each of the next five years. It will also allow us to benefit by any increase in gross revenues in the future. It will be my recommendation to put these funds toward out Five Year Capital Plan so we do not have to borrow as much in the future.

2010 PILOT \$381,183

Gross Revenues	\$48,337,763		
2011		1.0%	\$483,378
2012		1.1%	\$531,715
2013		1.2%	\$580,053
2014		1.3%	\$628,391
2015		1.4%	\$676,729
2016		1.5%	\$725,066



ARTICLE 8

Healing solutions for sexual & relationship violence.

950 West Chestnut Street Brockton, MA 02301 · Business: 508-588-2045 · Fax: 508-588-0034  
Hotline: 508-588-8255 TTY: 508-894-2869

January 2011

Town of Middleborough  
Office of Selectmen  
10 Nickerson Ave  
Middleborough, MA 02346

Dear Board of Selectmen:

Please accept this letter as a formal request from Health Imperatives to the Town of Middleborough for up to \$1,500 to be raised and appropriated in support of A New Day, formerly Womensplace Crisis Center, for fiscal year 2012. In these tough economic times it is critical that we maintain funding to serve victims of sexual abuse/assault and their family members, as the need continues to increase.

A New Day offers a 24-hour hotline, crisis intervention, medical and legal advocacy, and individual and group counseling services to residents of *Middleborough* who are survivors of sexual assault, their families and friends. Our services are extensive. We work closely with local hospital and police to guarantee that every rape survivor gets the best possible treatment. We are the only rape hotline available in Plymouth County. The crime of rape is a personal tragedy, which creates an immediate trauma for the victim's family. Our services are designed to deal with the affects of this devastating experience.

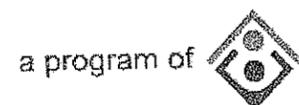
We have spent **32 hours** during FY10 providing outreach to various schools and Middleborough community organizations. So far in 2010, A New Day has provided services to **1 new sexual assault survivor from Middleborough** (and their families and friends) and **several ongoing Middleborough clients**, as well as answering hotline telephone calls from Middleborough residents and the surrounding communities.

Enclosed is a petition with signatures from **24 voters from the Town of Middleborough** in support of our request for FY12 funding of \$1,500.00, and the program description with services offered along with public health and safety issues related to sexual assault. If you have any questions, please do not hesitate to contact me at (508) 588-2045 x15. Your support is received with gratitude.

Sincerely,

Erin Banner  
Director, A New Day

5-11-11  
left v.m.a.w  
msg 5/16 @ 8PM



Health Imperatives  
Promoting Personal and Public Health Since 1977

www.healthimperatives.org



Healing solutions for sexual & relationship violence.

950 West Chestnut Street Brockton, MA 02301 · Business: 508-588-2045 · Fax: 508-588-0034  
Hotline: 508-588-8255 TTY: 508-894-2869

## ARTICLE

A New Day, formerly Womansplace Crisis Center, requests from the Town of Middleborough, that \$1,500.00 be raised and appropriated to A New Day in fiscal year 2012 in lieu of services provided to the sexual assault survivors and their families.

# A New Day

950 West Chestnut Street \* Brockton, MA 02301  
\*Telephone: (508)588-2045 \* TTY: (508)894-2869 \* Fax: (508)588-0034

## THE PROGRAM

A New Day, formerly Womansplace Crisis Center, is a program of Health Imperatives, which is a private, non-profit agency. A New Day was established more than nineteen years ago in response to the need for these services in every community. We, at the center, work hard to eliminate rape and sexual assault and domestic violence in our communities.

*All counseling and advocacy services are free of charge.*

## SERVICES

A New Day provides an array of services which includes:

**24-HOUR HOTLINE & TTY:** The hotline provides 24-hour counseling to survivors of rape, incest, sexual assault, and domestic violence, to their family and significant others.

**CRISIS INTERVENTION:** Through the hotline, counselors are available 24 hours a day to respond to survivors and their families, police departments or hospital emergency departments.

**EMERGENCY SHELTER:** Penelope's Place, our domestic violence shelter, provides refuge for those fleeing violence.

**INDIVIDUAL AND GROUP COUNSELING:** Individual and group counseling are offered to survivors, and a non-offending parents' group, in order to help them deal with the devastating, emotional impact of the rape, sexual assault and domestic violence.

**MEDICAL LIASON:** Counselors are trained in emergency protocols for treatment of sexual assault, and provide medical accompaniment to area hospitals.

**LEGAL LIASON:** Trained counselors provide resources and legal accompaniment for victims of sexual assault and domestic violence. Trained advocates at the Brockton Probate and District Court assist clients in obtaining 209A restraining orders and 258E harassment orders.

**COMMUNITY EDUCATION:** Educational and training programs are offered to schools, churches, social service agencies, police departments, hospitals and community organizations on domestic violence, rape awareness/prevention, child assault, rape trauma syndrome, and other related issues.

# A New Day

## THE NEED:

### ➤ Public Health Issue

1. Rape is an extensive public health problem as indicated by a recent report that states **1 in 4** adult women in Massachusetts have been the victims of one or more forcible rapes in her lifetime.
2. F.B.I. statistics indicate that **1 in 7** men will be sexually assaulted in their lifetime.
3. Rape, incest and sexual assault are violent crimes where the assailant wishes to control and humiliate their victim(s)—not for a wish for sexual gratification. A majority of these sexual assaults are planned.
4. Rape, incest and sexual assault can result in health issues such as pregnancies; STDs, including HIV/AIDS; mental health problems, and other somatic difficulties.
5. Rape Crisis Centers (RCCs) provide education and help facilitate public dialogue to discuss openly the issues of sexual assault.
6. Public acknowledgement occurs when a society takes responsibility by providing public funds to address public health issues such as sexual assault.
7. This acknowledgement helps a society to “break the silence” and, ultimately, to give permission and provide safety for the victim to speak up.

### ➤ Public Safety Issue

1. RCCs help rape survivors understand their options, lets them know that people believe in them and do not blame them, and supports them through all of their decisions in healing from the trauma, which may include prosecuting the crime of rape.
2. We know that, approximately, **16%** of rape victims report this crime to the police.
3. If the victim of rape chooses to report to the police and prosecute, the Rape Crisis counselor will support them through this process. With this support, rape survivors are more likely to be able to get through the difficult process of prosecution.
4. Thus, there will be a greater possibility of perpetrators of sexual assault to be incarcerated. Since we know that there is a high recidivism rate among these perpetrators of an average of **7** assaults committed by each perpetrator, then as a society we will be making more individuals safe from rape and we will be increasing offender accountability.

### ➤ Dangerous Messages

1. To the victim:  
*We, as a society, are no longer willing to listen.*
2. To the offender:  
*We, as a society, do not really prioritize sexual assault interventions and prevention issues.*

*. . . We then minimize the seriousness of this devastating crime.*

# ARTICLE 9

Massachusetts Department of Revenue Division of Local Services

Navjeet K. Bal, Commissioner Robert G. Nunes, Deputy Commissioner & Director of Municipal Affairs



## Bulletin

2011-02B

### LOCAL OPTION PERSONAL EXEMPTIONS

TO: Assessors, Mayors, Selectmen, City/Town Managers, Finance Directors and City/Town Councils

FROM: Robert G. Nunes, Deputy Commissioner & Director of Municipal Affairs

DATE: March 2011

SUBJECT: Local Option Personal Exemptions

This *Bulletin* explains two new local acceptance personal exemptions, Clauses 56 and 57, added to G.L. c. 59, § 5, which sets forth the property exempt from local taxation, by the 2010 Municipal Relief Act (MRA). St. 2010, c. 188, § 42. Clause 56 exempts up to 100 percent of the real and personal property taxes assessed to Massachusetts national guardsmen and reservists for any fiscal year they are deployed overseas. Clause 57 provides a property tax reduction for seniors up to the amount of the "circuit breaker" state income tax credit they received for their domicile. Fiscal year 2012 is the first year the clauses may be implemented.

#### Questions

Assessors or other local officials with questions about these local options may contact the Division of Local Services' legal staff at 617-626-2400.

However, we ask that you please not refer taxpayers with questions about their eligibility for these exemptions or the "circuit breaker" credit to the Division. The Division cannot determine a taxpayer's eligibility for any local tax exemption or state tax credit, or give legal advice to private individuals. Assessors are responsible for providing their taxpayers with customer service and information on property taxes, including these and other exemptions. Customer service on state tax matters, including the "circuit breaker" tax credit, is provided by the Department of Revenue's Customer Service Call Center at 617-887-MDOR or 800-392-6089 (toll-free in Massachusetts).

### Acceptance

Clauses 56 and 57 apply only in communities that accept them. Acceptance is by vote of the community's legislative body, subject to charter. G.L. c. 4, § 4. The exemption will apply in the fiscal year that begins the July 1 after the acceptance vote, unless a later fiscal year is specified in the vote. The following or similar language may be used for the acceptance vote:

VOTED: That the city/ town accept (insert citation), which (insert brief explanation), to be effective beginning in fiscal year (\_\_\_\_\_).

### State Reimbursement

There is no state reimbursement for exemptions granted under Clauses 56 or 57. The full cost is borne by the municipality.

### Clause 56

#### National Guard Members and Military Reservists Deployed Outside United States

If accepted, Clause 56 of G.L. c. 59, § 5 would allow members of the Massachusetts national guard or military reservists who are on active duty to obtain a reduction of all or part of their real and personal property taxes for any fiscal year they are serving in a foreign country.

Assessors may already grant members of the national guard or reservists who incur a financial hardship as a result of being activated to military service, regardless of where they serve, a full or partial exemption of their real and personal property taxes under Clause 18. If accepted, Clause 56 would let the assessors give an exemption for other reasons as well, but only to those guard members and military reservists serving on active duty outside the United States. Like the Clause 18 exemption, however, the Clause 56 exemption is discretionary with the assessors. They establish the eligibility criteria and determine the amount, if any, of relief.

To obtain a reduction of real estate taxes under Clause 56, a guard member or reservist must own the property as of the July 1 beginning of the fiscal year for which the relief is sought. G.L. c. 59, § 5, first paragraph. The guard member or reservist must be the assessed owner of the personal property for that year's taxes to be reduced. G.L. c. 59, § 18.

The taxpayer must also be on active duty, be serving in a foreign country, and meet any other eligibility criteria established by the assessors. Assessors should adopt policies to ensure similarly situated applicants are treated equitably, while maintaining some flexibility to address unique situations. Assessors may grant a full or partial reduction. However, a partial reduction cannot be further increased by local adoption of the additional exemption under St. 1986, c. 73, § 3, or result in a tax of less than 10% of the assessed tax. G.L. c. 59, § 5C.

The taxpayer must apply to the board of assessors each fiscal year for which a reduction is sought. Each year's application is due on or before the due date of the first actual tax installment for the year (the abatement deadline). G.L. c. 59, § 59; also see *Guzman v. Board of Assessors of Oxford*, 24 Mass. App. Ct. 118 (1987). Under federal law, however, some taxpayers may have additional time to apply. See 50 U.S.C. App. 526 (Servicemembers Civil Relief Act). Assessors in communities that accept Clause 56 may develop their own application form. A taxpayer may also apply for the reduction using a regular abatement application (State Tax Form 128). Because of the discretionary nature of Clause 56, the Appellate Tax Board (ATB) does not have jurisdiction to hear a taxpayer's appeal of the assessors' decision on the application. To obtain a review of the decision, the taxpayer would have to bring a civil action in the Superior Court or Supreme Judicial Court. The action must be brought within 60 days of the decision.

Reductions granted in a taxpayer's taxes under Clause 56 are charged to overlay.

Clause 56 expires two years after acceptance unless it is extended by vote of the community's legislative body. Usually a local acceptance statute is in effect until revoked by the community and revocation cannot take place for at least three years after acceptance. See G.L. c. 4, § 4B.

#### **Clause 57 – Seniors Eligible for State Circuit Breaker Tax Credit**

If accepted and subject to the assessors' annual allocation of overlay, Clause 57 of G.L. c. 59, § 5 would allow seniors who receive "circuit breaker" tax credits on their Massachusetts state income taxes to obtain a reduction of their real estate taxes up to the amount of their credits.

Under G.L. c. 62, § 6(k), persons 65 or older who meet certain income and other requirements may claim a credit against their Massachusetts personal income taxes for the real estate taxes paid on their domiciles during the state tax year. The credit, known as the "circuit breaker" is the amount of taxes paid that exceeds 10% of the taxpayer's income, up to a maximum credit that is adjusted each year to reflect changes in the cost of living. The credit is refundable, *i.e.*, may be claimed even if the senior does not have a state tax liability and would not otherwise have to file a return for the tax year. For state tax year 2010, the maximum credit is \$970. For additional information on the credit, see *Real Estate Tax Credit for Persons Age 65 and Older (known as the Circuit Breaker Credit)* from the Department of Revenue's *Guide to Personal Income Tax*.

To be eligible for a reduction under Clause 57, a taxpayer must (1) be 65 or older and own and occupy the property as his or her domicile as of the July 1 beginning of the fiscal year for which the relief is sought, and (2) have received a "circuit breaker" credit for property taxes paid on that domicile or another domicile within Massachusetts for the preceding calendar year. Eligible taxpayers may have their property taxes reduced up to the amount of the credit they received. For example, for a fiscal year 2012 reduction, a taxpayer must be at least 65 and own the domicile as of July 1, 2011 and have received the credit against his or her 2010 state income taxes. If eligible, the maximum reduction the taxpayer may receive is the amount of the 2010 credit.

Reductions granted in a taxpayer's taxes under Clause 57 are charged to overlay, but they are subject to the assessors' annual "appropriation," *i.e.*, allocation, of overlay dollars exclusively for the reduction. Assessors should include the amount of their proposed allocation in the estimate of overlay they provide during the annual budget process. Upon setting the tax rate, they should establish (1) the actual allocation for the fiscal year, (2) the reduction eligible taxpayers will receive that year, *e.g.*, 100% or 50% of the taxpayer's prior year circuit breaker credit, or \$500 or the prior year credit, whichever is less, and (3) the method for pro-rating the allowable reduction if the amount allocated is insufficient to provide it to all qualifying applicants. When the assessors have acted on all applications and have determined any potential exemption exposure due to appeals, they should notify the accounting officer that the surplus allocation, if any, is available for general overlay purposes for the year.

As with Clause 56, a taxpayer must apply to the assessors each year, with the application due on the same day as abatement applications for the year. The application may be made using a regular abatement application or an application form developed by the assessors. To appeal the assessors' decision on the application, however, the taxpayer would use the regular abatement appeal process. The appeal would be taken to the ATB (or county commissioners if applicable) within three months of the date the assessors acted on the application, or the date the application was deemed denied, whichever is applicable. G.L. c. 59, §§ 64-65B.

Some seniors who qualify for the reduction under Clause 57 may also qualify for a partial real estate exemption under other clauses of G.L. c. 59, § 5, *e.g.*, as seniors, surviving spouses, blind persons or veterans. Those seniors may not have their property taxes reduced by both that exemption and Clause 57. G.L. c. 59, § 5, first paragraph. Assessors should grant the exemption that provides the taxpayer with the greatest benefit. In addition, a Clause 57 reduction cannot be further increased by local adoption of the additional exemption under St. 1986, c. 73, § 3, or result in a tax of less than 10% of the tax. G.L. c. 59, § 5C.

Seniors who receive a Clause 57 reduction should be aware that it may impact their future eligibility for the circuit breaker credit. Property tax payments for purposes of the credit include amounts paid in the state tax year, adjusted for abatements, exemptions and other reductions received in that year. See *Real Estate Tax Credit for Persons Age 65 and Older (known as the Circuit Breaker Credit)*.

Acceptance of Clause 57 may be revoked, but at least three years must have passed since the acceptance vote to do so. Revocation is also by vote of the community's legislative body, subject to charter. G.L. c. 4, § 4B. The exemption will cease in the fiscal year that begins the July 1 after the revocation vote, unless a later fiscal year is specified in the vote. The following or similar language may be used for the revocation vote:

VOTED: That the city/ town revokes its acceptance of (insert citation), which (insert brief explanation), to be effective beginning in fiscal year (\_\_\_\_\_).

### **Notification Requirement**

Because the Clause 57 exemption impacts the amount needed to adequately fund overlay each year, the city or town clerk must notify the Municipal Data Management/Technical Assistance Bureau if that exemption is accepted. (See "Notification of Acceptance"). The notice should be submitted as soon as possible after the acceptance. No notification is required if the city or town accepts Clause 56.

ARTICLE 10

Charles Cristello

**From:** Catherine Hassett  
**Sent:** Friday, May 13, 2011 8:27 AM  
**To:** Charles Cristello  
**Subject:** Septic Betterment Program



**TOWN OF MIDDLEBOROUGH  
HEALTH DEPARTMENT**

Catherine Hassett, RS  
Health Inspector  
Hours: 9am-5pm

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

**MEMO**

**TO:** Charles Cristello  
**FROM:** Catherine Hassett  
**DATE:** May 12, 2011  
**RE:** Betterment Program

The Septic Betterment program has helped numerous homeowners repair failed septic systems within the Town of Middleborough. Since the program was started in 1997 approximately \$2,000,000 has been loaned out to approximately 106 homeowners, many of which might not have been able to afford to repair their septic systems. The most recent round of funds received by the Town will likely be depleted with the 10 applications still pending. This program has funded an average of 10 households per year.

ARTICLE 17

RELEASE OF ALL CLAIMS/ACCEPTANCE OF  
BETTERMENT ASSESSMENT/INDEMNIFICATION

WHEREAS the **Board of Selectmen** (the "Board") of the **Town of Middleborough** (the "Town") intends to lay out River's Edge Drive and Edge Water Lane in Middleborough, Massachusetts as Town ways and to acquire fee ownership of said ways as town ways of the Town, through an order of taking by eminent domain ("order of taking"); and

WHEREAS the order of taking will include certain related easements in connection with said ways; and

WHEREAS the Board intends to include an article in the warrant for a Middleborough Town Meeting providing for acceptance of the Board layout of River's Edge Drive and Edge Water Lane as Town ways, for authorization to acquire the said ways in fee and related easements by gift or eminent domain, and for authorization to assess betterments in connection with the completion of construction of the ways and related easements; and

WHEREAS the Board if authorized by Town Meeting intends to make an order of taking to acquire the ways and related easements; and

WHEREAS the said ways and related easements are shown on a plan entitled Road Layout Plan of River's Edge Drive and Edgewater Lane-Middleborough, Massachusetts 02346 (5 sheets) dated October 15, 2007 and prepared by Atlantic Design Engineers, Inc.(the "Plan"); and

WHEREAS the said ways and easement areas are not completely constructed; and

WHEREAS the Board intends to complete construction of said ways and related easements following the acquisition of said ways as Town ways and related easements subject to an appropriation by Town Meeting of an amount sufficient for such construction cost; and

WHEREAS the Board intends to assess betterments for the cost of completion of said ways and easements; and

WHEREAS the Board intends to impose said betterments on twenty-nine (29) lots hereafter identified in equal amounts not to exceed \$6,500.00 per lot; and

WHEREAS Potenza Realty Corporation is believed to be the record owner of all or part of the said ways and two parcels on River's Edge Drive over which drainage easements will be acquired in connection with the contemplated order of taking; and

WHEREAS the parties understand that it is unlikely that the Town will obtain a release of claims for damages by Potenza Realty Corp. arising from the proposed order of taking of the said ways and related easements.

NOW THEREFORE, the undersigned parties covenant and agree as follows:

1. The undersigned Owners, in consideration of the Town laying out and acquiring River's Edge Drive and Edge Water Lane as Town ways, hereby jointly and severally release the Town from any and all claims for damage on account of or arising from the anticipated order of taking by the Board to acquire ownership of said ways in fee as Town ways and to acquire certain easements in land of the undersigned and Potenza Realty Corp. in connection with said ways.

2. The undersigned Owners, in consideration of the Town laying out and acquiring River's Edge Drive and Edge Water Lane as Town ways and completing construction of said ways and related easements, hereby jointly and severally release the Town from any and all claims of whatever description with respect or related to the betterments which the Board intends to assess in connection with the cost to complete the ways and easements including without limitation claims to abate the betterment assessments and any action or claim which seeks to invalidate or nullify such assessments.

3. The undersigned Owners, in consideration of the Town laying out and acquiring River's Edge Drive and Edge Water Lane as Town ways and completing construction of said ways and related easements, hereby agree to indemnify and hold the Town harmless with respect to any claim for damage by Potenza Realty Corp. or its successors in interest arising from or related to the anticipated order of taking. The obligation of the owner(s) of an individual lot to indemnify and hold the Town harmless hereunder shall be limited in amount to one-twenty-ninth (1/29) of the total of the claim to be indemnified.

WITNESS the hands and seals of the undersigned Owners and the Town acting by its Board of Selectmen this 2<sup>nd</sup> day of May, 2011.

<u>Plan Lot #</u>	<u>Address &amp; Owner(s)</u>	<u>Plan Lot #</u>	<u>Address &amp; Owner(s)</u>
Lot 1: 98 River's Edge Drive	_____	Lot 3: 101 River's Edge Drive	_____
	_____		_____
Lot 2: 99 River's Edge Drive	_____	Lot 4: 100 River's Edge Drive	_____
	_____		_____

Lot 5: 103 River's Edge Drive

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Lot 6: 102 River's Edge Drive

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Lot 7: 105 River's Edge Drive

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Lot 8: 104 River's Edge Drive

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Lot 9: 107 River's Edge Drive

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Lot 10: 106 River's Edge Drive

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Lot 11: 109 River's Edge Drive

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Lot 12A: 111 River's Edge Drive

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Lot 13A: 125 River's Edge Drive

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Lot 14A: 139 River's Edge Drive

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Lot 15A: 155 River's Edge Drive

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Lot 17A: 163 River's Edge Drive

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Lot 18A: 169 River's Edge Drive

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Lot 26A: 5 Edge Water Lane

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Lot 27A: 11 Edge Water Lane

\_\_\_\_\_  
\_\_\_\_\_

Lot 28A: 18 Edge Water Lane

\_\_\_\_\_  
\_\_\_\_\_

Lot 29A: 176 River's Edge Drive

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\_\_\_\_\_

Lot 30A: 174 River's Edge Drive

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\_\_\_\_\_

Lot 31A: 166 River's Edge Drive

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\_\_\_\_\_

Lot 32A: 160 River's Edge Drive

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Lot 33A: 152 River's Edge Drive

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\_\_\_\_\_

Lot 34A: 142 River's Edge Drive

\_\_\_\_\_  
\_\_\_\_\_

Lot 35A: 136 River's Edge Drive

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\_\_\_\_\_

Lot 36A: 120 River's Edge Drive

\_\_\_\_\_  
\_\_\_\_\_

Lot 38: 108 River's Edge Drive

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\_\_\_\_\_

Town of Middleborough

By:

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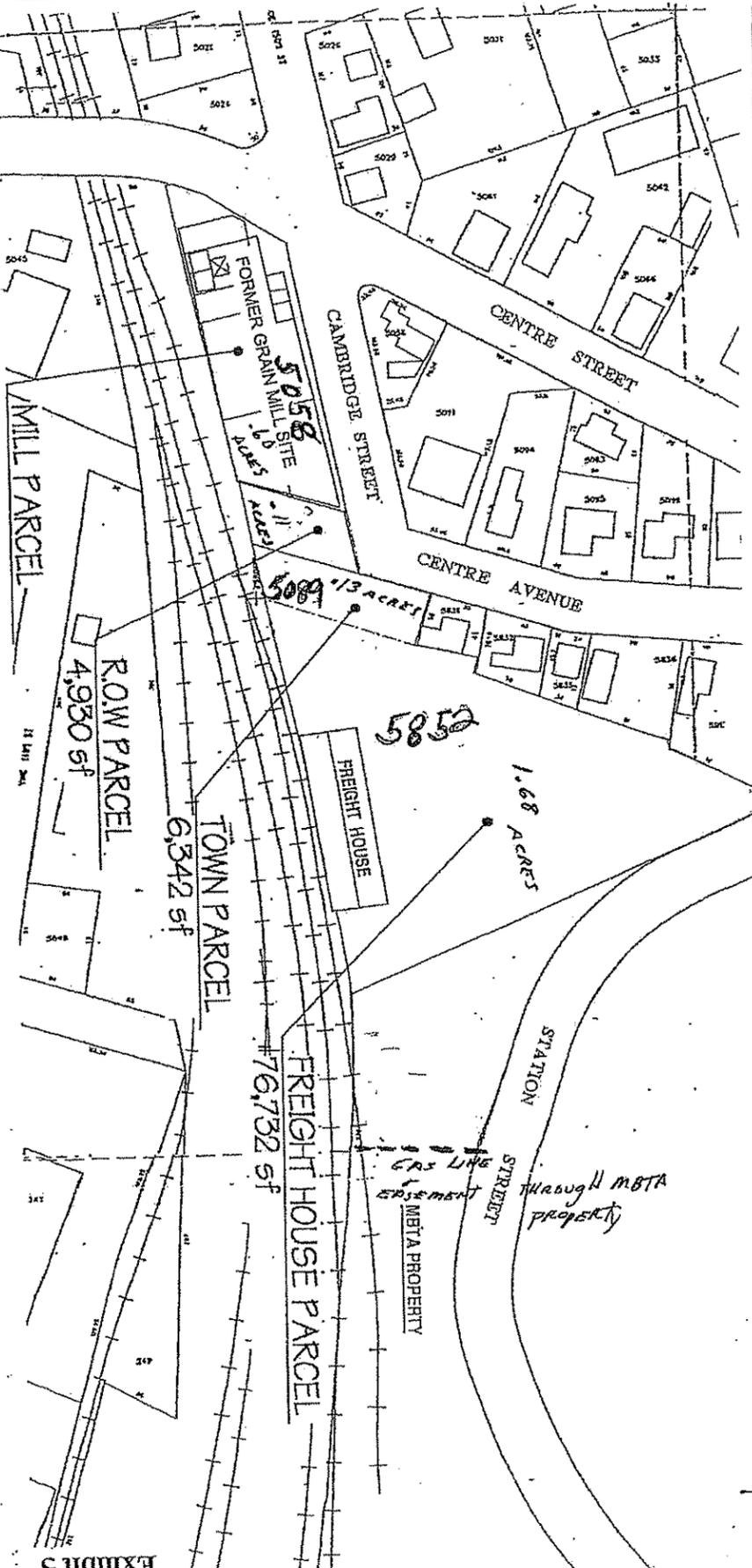
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Board of Selectmen

Washburn Site	
Assessed Values:	
Lot 5058	10 Cambridge St. \$ 145,600
Lot 5089	2 Cambridge St. \$ 10,000
Lot 5852	15 Station St. \$ 219,000
R.O.W.	Centre Ave. \$0
Total Assessed Value	<u>\$ 374,600</u>

**REUSE FEASIBILITY STUDY**  
 FORMER GRAIN MILL AND FREIGHT HOUSE SITE  
**PARCELS and BUILDINGS**

LAND AREAS	
MILL PARCEL:	22,073 sf
CENTRE AVE. R.O.W.:	4,930 sf
TOWN PARCEL:	6,342 sf
FREIGHT HOUSE PARCEL:	76,732 sf
TOTAL LAND AREA:	116,077 sf
BUILDINGS:	
WASHBURN MILL:	35,600 sf
FREIGHT HOUSE:	11,300 sf
TOTAL BUILDING AREA:	46,900 sf



ARTICLE 19

TOWN OF MIDDLEBOROUGH  
AND  
TOWN OF LAKEVILLE  
INTER MUNICIPAL  
DRINKING WATER AGREEMENT

DRAFT

Revision  
OCTOBER 16, 2009  
Revision  
May 5, 2011

## MIDDLEBOROUGH - LAKEVILLE INTER MUNICIPAL AGREEMENT

### Purpose

The purpose of this agreement is to formalize the present arrangement of providing drinking water to existing customers in the Town of Lakeville from the Town of Middleborough's current municipal water system.

Item	Description	Page No.
Article 1	Agreement	
Article 2	Definitions	
Article 3	Terms of Agreement	
Article 4	Drinking Water	
Article 5	Existing Water Works Systems	
Article 6	Impairment of Drinking Water System	
Article 7	Correspondence	
Article 8	Payments for Services	
Article 9	Miscellaneous Provisions	
Article 10	Signatures	

### Appendix

- B Middleborough Town Meeting Vote
- B Existing Lakeville Customers

## Article 1. AGREEMENT

THIS AGREEMENT entered into this day of JULY 1, 2011, (hereinafter called the "Agreement"), by and between the Town of Middleborough Board of Selectmen acting in its capacity as the Board of Water Commissioners and subject to Town Meeting Vote, (hereinafter called 'Middleborough'), a municipal corporation within the County of Plymouth, and authorized by vote of Town Meeting, dated \_\_\_\_\_, (Appendix A) and the Town of Lakeville, a municipal corporation within the County of Plymouth, in the Commonwealth of Massachusetts, said State, acting by its Board of Selectman as Lakeville Water Commissioners, (hereinafter called the "Lakeville") Whereas, the Town of Middleborough, at Town Meeting has the authority to sell and supply potable water to Lakeville under this inter municipal agreement which provides the terms of sale, for furnishing of water and payment for sale.

Whereas, the Towns are authorized by Chapter 83 - Sewers and Chapter 40, section 38 -Public Water Supply - Purchase, Develop and Use to enter into this Inter municipal Agreement for the continued operations of the current water distribution. Whereas, the Towns deem it to be in the public interest for Middleborough to supply and/or sell potable water for its citizens and taxpayers and;

Whereas, both Towns have been authorized to enter into this agreement by votes of respective Town Meetings, as evidenced by certified copies of their respective votes, appended hereto; and

Now therefore, in consideration of the mutual promises and covenants set herein, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors and assigns do mutually agree as follows:

### Article 2. DEFINITIONS:

#### a. DRINKING WATER and COMMON TERMS

Agreement - is referred to as the Inter municipal Agreement between the Town of Middleborough and Town of Lakeville for the Sale and providing of Drinking Water.

DEP means the Commonwealth of Massachusetts - Executive Office of Environmental Affairs - Department of Environmental Protection.

Force Majeure Events means a consequence of any Acts of God, act of public enemy, laws, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, drought, washouts, arrests and restraints of rulers and people, civil disturbances, labor strikes, power failures, explosions, breakage or accident to machinery or lines of pipe, failure of water supply, regulatory requirement, restriction or limitation, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the reasonable control of such party, and which act, omission or circumstances such party is unable to prevent or

overcome by the exercise of due diligence.

Lakeville means the Town of Lakeville Board of Selectmen.

Middleborough means the Town of Middleborough - Board of Selectmen acting in its capacity as the Board of Water Commissioners.

Person means any individual, firm, company, association, society, corporation, political subdivision, fire district or group.

Public Process means a legally convened meeting of the Board of Selectmen for determining concerning drinking water issues as outlined in Article 10 of this Agreement.

Water Department means the Town of Middleborough's Water Department.

Waterworks means facilities for collection, storage, supply, distribution, treatment, pumping, metering and transmission of water.

### **Article 3. TERMS OF AGREEMENT**

#### **a. Obligations**

Middleborough and Lakeville understand and agree to the following obligations, limitations and commitments, in consideration of Middleborough's agreement to permit connection to Middleborough's waterworks to supply existing Lakeville customers with drinking water in exchange for payment as outlined in the Town of Middleborough's rules, regulations and policies for water and wastewater and other considerations as specified in this agreement.

#### **b. Resolution of Disputes**

Any dispute under this Agreement, not solvable by the Towns representatives shall be decided by civil action initiated by either party, through a court of proper jurisdiction, or through the American Arbitration Association, if agreed upon by both parties in accordance with the rules of the American Arbitration Association. The costs of such arbitration shall be borne equally between the parties. The award of the arbitrator shall be deemed to be final and binding. The arbitrator will be without power, however, to add to, subtract or modify the terms of this agreement.

#### **c. Governing Law**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, unless as otherwise noted.

#### **d. Conformance to Law**

1. Both Middleborough and Lakeville shall abide by all applicable laws, regulations, rules and bylaws of the United States, Commonwealth of

Massachusetts, and any political subdivision having jurisdiction over the activities and obligations under this inter municipal agreement insofar as such compliance is not lawfully superseded by the terms of this agreement.

2. The Town of Middleborough shall provide Lakeville with a thirty (30) day notice of any proposed changes in its regulations that would impact Town of Lakeville customers.

3. In all cases, Lakeville customers shall be required to comply with the following bylaws and regulations.

- a. Middleborough's Water Use Restrictions by Law and Fine procedures for Violations.
- b. Middleborough's By Law for Illegal Water Use and Fine procedures for violations.
- c. Middleborough's Cross Connection Control Regulations. Middleborough shall have access to conduct cross connection surveys as required.

e. Drinking Water Volumes

Middleborough shall determine the annual volume and connections that can be provided for either drinking water flow to Lakeville customers upon written request by Lakeville to Middleborough. All requests shall be provided in writing from Lakeville to Middleborough. The notification process is outlined in Article 10- Miscellaneous Provisions (a) Approval Process.

f. Wasteful Use of Drinking Water

1. Should Middleborough impose restrictions on water use on its customers that have been approved by DEP, Lakeville shall conform to such and impose like restrictions within its service area, at the sole discretion of Middleborough.

2. Lakeville shall take all reasonable measures to minimize the wasteful use of Drinking water within its service area. The Town of Middleborough shall operate and maintain its waterworks connecting to that of Lakeville in accordance with customary practices and with the guidelines set forth:

3. Lakeville shall do all in its power to minimize the wasteful use of water within its service area. Should Middleborough impose restrictions on water use on its customers, including but not limited to sprinkler bans, odd even day watering, or other use limitations, Middleborough shall promptly notify Lakeville who will likewise impose such restrictions on its customers.

Nothing in this agreement shall prevent Lakeville from imposing its own restrictions above and beyond those imposed by Middleborough. Lakeville shall ensure that all users connected to the waterworks system, if approved by Middleborough, shall install suitable backflow prevention devices if required by

state or federal law.

4. Middleborough will periodically perform leak detection surveys of water mains, and appurtenances in the Lakeville service area.

g. Owner of Systems

Middleborough is the owner of all of the existing water works system components. Service lines for drinking water from the water main and the dwelling shall be the responsibility of the customer. The customer shall repair the service line if notified by either Lakeville or Middleborough in a timely manner, or the service line will be shut off until repair is made to the satisfaction of the Middleborough Water Department. Middleborough may repair or alter flow to a customer's service line in an emergency, with all costs to be borne by the customer, if it so chooses. Middleborough may disconnect or shut off service to customers for non payment in accordance with Lakeville policies or by non payment as outlined in Section Article 8 - Payment for Services.

h. Lakeville Water Department

In the event that Lakeville forms a Water Department, Lakeville will continue to assume repairs and maintenance of their water systems. Due notice of one hundred and eighty days (180 days) will be provided to Middleborough and this agreement will be modified, if necessary and determinations will be made of the process of disconnection to the existing system(s).

In all cases, Middleborough's existing water main shall remain in place and use by the Middleborough Water Department and periodic or emergency maintenance shall be allowed by the Town of Lakeville.

**Article 4. DRINKING WATER**

a. Drinking Water Quality

Middleborough will provide a quality of water to Lakeville that will meet all state and federal regulations. However, the Town of Middleborough shall not be responsible or liable in any way for water quality that may, due to unforeseen circumstances, be of lesser quality.

b. Metering

1. All drinking water system customers shall have a Middleborough approved water meter installed, that may be calibrated and/or replaced periodically, in accordance with American Water Works Association (AWWA) and the Town of Middleborough's Water Department standards and recommendations.

2. All installed meters shall be of the type specified, inspected and as approved by the Water Department and shall be subject to charges as outlined by the Middleborough's Water Department Rules and Regulations. Middleborough may change meters it deems to be out of calibration at any time.

3. Middleborough's Compound Meter Policy shall be utilized for meters 3 inches or larger.

c. Water Services - Water Mains - Appurtenances

1. No water service or water main shall be opened, closed or repaired without the specific approval of the Department, subject to any charges outlined in the Town's Water Department Rules and Regulations.

2. Middleborough shall not be responsible or liable in any way for the Acts of God, or any other act or acts beyond its control which may, in any way, cause an interruption or discontinuance of the service provided for in this Agreement. Middleborough shall use its best efforts to restore service to Lakeville as soon as practicable.

3. All proposed connections to the water distribution system shall be reviewed, approved and accepted by the Town of Middleborough's Board of Selectman acting as Water Commissioners. On site inspection will be provided, and approval obtained, prior to covering up piping and appurtenances. Any field changes or deviation from the originally accepted plan and specifications during construction shall be approved in writing by the town's Water Department. Certification of said acceptance of the construction work shall be made in writing and filed with the Town's Water Department.

4. Insurance payments from hydrants or other appurtenances damaged with known responsible parties, shall be paid directly to Middleborough.

e. Enforcement

Lakeville shall take all appropriate steps necessary under the Massachusetts General Laws to ensure that customers adhere to the policies of the Town of Middleborough Water Department.

**Article 5 - EXISTING WATER WORKS SYSTEMS**

Middleborough and Lakeville

1. Middleborough and Lakeville recognize that an existing drinking water system exists.
2. Middleborough presently delivers water to Lakeville along the following route:

The existing water distribution piping system that services Lakeville consists of a total of 7,758 lineal feet of 12-inch ductile iron water main that was installed in 1988.

The 12 - inch water main starts at a connection point in Middleborough at Prospect Street and proceeds down Route 105 or Main Street in Lakeville on the

southerly side, to the intersection of Bridge Street and Main Street for a length of 2,352 lineal feet.

There are four hydrants located on this section of water main. A 12 by 8 inch tee was installed at the old Lakeville Hospital 'driveway' entrance and an 8-inch water main and meter pit extended down the driveway to the parking lot. The meter pit is located in the old parking area on the right, before the entrance to the former Lakeville Hospital.

The 12 inch water main proceeds down Bridge Street, on the northerly side for a distance of 5,406 lineal feet where it connects to Middleborough's existing 12-inch water main. There are seven (7) hydrants located on Bridge Street.

3. There shall be no extension of the existing water service area unless approved by Middleborough and Lakeville. A list of current customers is included in Appendix C.

4. Middleborough shall be responsible for operation, maintenance and repair of all facets of the water works distribution system with the exception of privately owned service lines, within the Town of Middleborough.

5. Lakeville agrees to allow access by Middleborough to read water meters and to do what is typical for the proper operation and maintenance of these infrastructure systems.

## **Article 6. IMPAIRMENT OF DRINKING WATER SUPPLY DISTRIBUTION SYSTEM**

### **a. Responsibility**

The furnishing of water to Lakeville under this Agreement shall not be impaired except in the event of a force majeure which impacts customers within its geographic boundaries. Middleborough may not be compelled to furnish water to Lakeville continuously in the case of force majeure event.

### **b. Force Majeure Event**

Neither Middleborough nor Lakeville shall be liable in damages or otherwise for failure to perform any obligation under this agreement which failure is occasioned by a force majeure event. Such event affecting the performance of either Middleborough or Lakeville however, shall not relieve such other party of liability in the event of its negligence, intentional acts, or in the event of such party's failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all responsible dispatch.

### **c. Indemnification**

Lakeville shall indemnify and save harmless Middleborough from all claims and demands which Middleborough is legally bound to pay, whether for injuries to persons or loss of life, or damage to property occurring within or about any of the connections exclusively supplying water to the buyer; excepting, however, such claims and demands, whether for injuries to persons or loss of life or damages to

property, as shall be caused by any act or omission of Middleborough or its agents. The phrase 'claims and demands' include court costs and expenses, legal fees and judgments.

d. Ownership of Water Distribution Piping and Appurtenances

Middleborough's water works shall be operated and maintained by Middleborough.

**Article 7. CORRESPONDENCE**

1. Any notice required to be given to Middleborough concerning any item in this agreement shall be sent to:

Board of Water Commissioners  
c/o Water Superintendent  
48 Wareham Street — Everett Street  
Middleborough, Mass. 02346 Middleborough, Mass. 02346

2. Any notice required to be given to Lakeville concerning any item in this agreement shall be sent to:

Board of Selectmen  
c/o Town Administrator  
Town Hall  
Bedford Street  
Lakeville, Mass. 02347

**Article 8. PAYMENTS FOR SERVICES**

a. Reading of Meters

1. Middleborough shall be responsible for reading of water meters for all customers which shall be used in determining and drinking water volumes for billing purposes.

2. All existing Lakeville customers shall have Middleborough water meters installed on their drinking water service lines.

b. Water Rates

1. Middleborough shall establish from time to time, new rates for water as outlined in their Water Department Rules, Regulations and Policies.

4. Lakeville agrees to be bound by any rate changes and the effective date thereof as established by Middleborough provided that sixty (60) days written notice of any proposed rate change is given.

c. Billing

1. Middleborough shall read the meters monthly, quarterly or as required typically by Middleborough for its users and bill customers directly.

2. For delinquent customers, Lakeville may lien the property on Middleboro's behalf as outlined under Massachusetts statutes.

3. In case of missing or inaccurate flow records, due to faulty metering device(s) operation or other circumstances, an estimate of flow shall be made by Middleborough based on past records of a comparable period.

3. Middleborough may terminate providing drinking water to various customers who are delinquent by shutting off the water connections.

4. Middleborough is responsible for developing rates for drinking water that include operations, maintenance, indirect costs and any costs associated with improvements to the water works system.

#### Article 9. MISCELLANEOUS PROVISIONS

##### c. Severability

If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

##### d. Amendments

1. The provisions, terms and conditions of this Agreement shall be modified only by written amendments to this Agreement, executed with the same formality as this Agreement.

2. Amendments to this Agreement shall be approved at Lakeville and Middleborough Town Meetings in order to take affect.

##### e Third Parties

1. This Agreement may be amended from time to time by mutual consent of the parties and in accordance with the provisions of MGL c. 83 and c. 40, section 38.

2. Any such amendment to this shall be executed and authorized with the same formality as this Agreement.

##### f. Assignment

1. Each one of the benefits and burdens of this Agreement shall insure to and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

g. Waiver

Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver of such party to exercise at some future time said right or rights or another right it may have hereunder.

h. Effective Date and Duration

This Agreement shall be effective as of the date first written. This Agreement shall be in full force and effect and shall be binding on Middleborough and Lakeville for ten years (10) from the effective date, as long as neither Middleborough nor Lakeville shall be in default of their respective obligations hereunder.

i. Approvals

Before this Agreement becomes effective and binding upon the parties, the terms must be approved by vote of Middleborough and Lakeville, Board of Selectmen, at a duly convened public meeting.

j. Terminations

1. The Agreement may also be terminated in accordance with the procedures set forth in MGL c.40. s4A, if agreed to by both parties.

a. In the event of a termination notice, No connections to the water works system will be authorized by either Middleborough or Lakeville.

Article 11. SIGNATURES

IN WITNESS WHEREOF, the Town of Middleborough, acting through its Board of Selectmen and the Town of Lakeville, acting through it's Board of Selectmen have executed this Agreement on the \_\_\_\_\_(day), \_\_\_\_\_(month) and \_\_\_\_\_(year).

Town of Middleborough

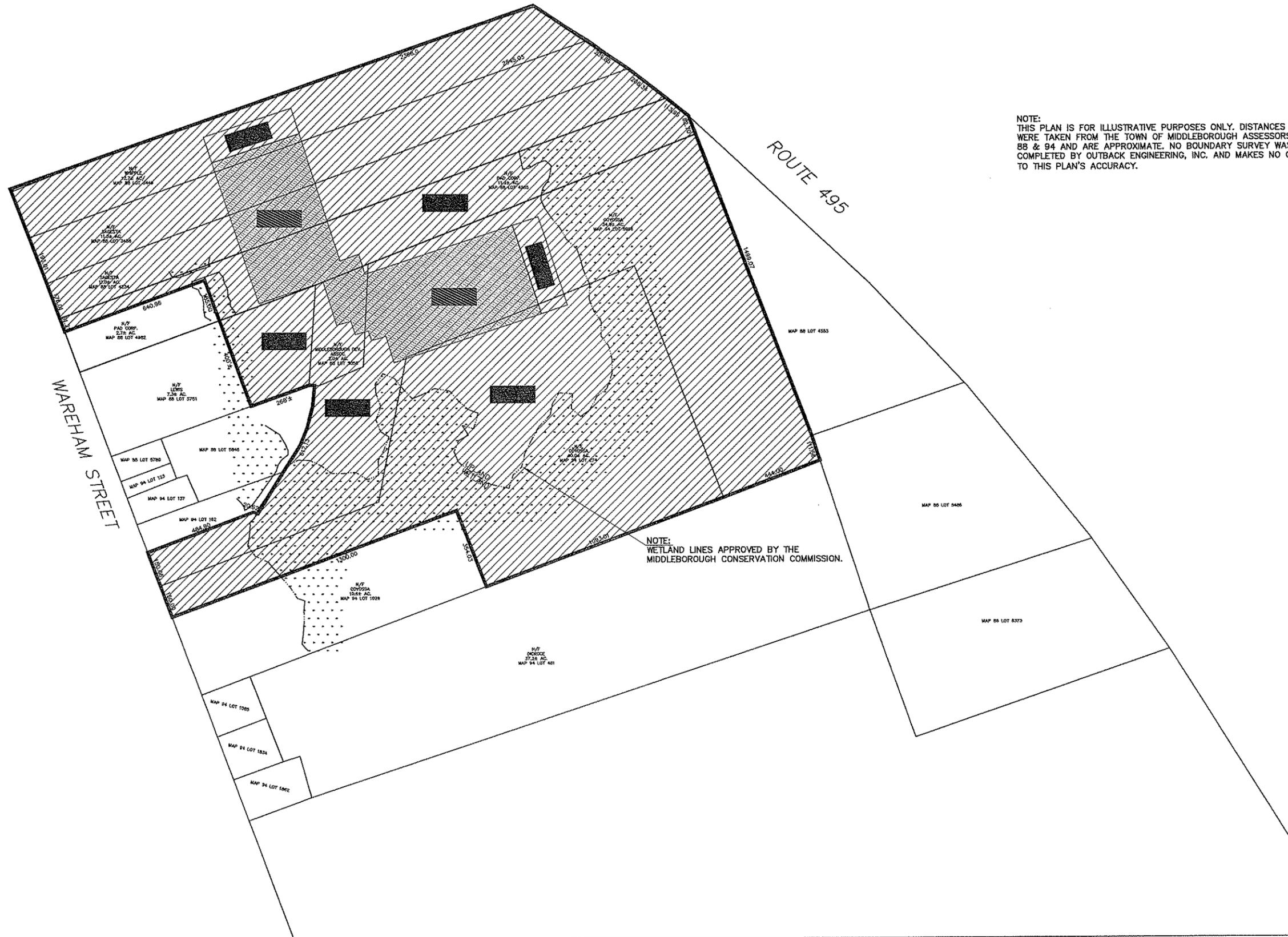
Town of Lakeville

Board of Selectmen

Board of Selectmen

APPENDIX A

MIDDLEBOROUGH TOWN MEETING VOTE



NOTE:  
THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY. DISTANCES SHOWN  
WERE TAKEN FROM THE TOWN OF MIDDLEBOROUGH ASSESSORS MAPS  
88 & 84 AND ARE APPROXIMATE. NO BOUNDARY SURVEY WAS  
COMPLETED BY OUTBACK ENGINEERING, INC. AND MAKES NO CLAIMS  
TO THIS PLAN'S ACCURACY.

CONCEPTUAL BUILDING  
LAYOUT  
ON  
WAREHAM STREET  
IN  
MIDDLEBOROUGH,  
MASSACHUSETTS



165 EAST GROVE STREET  
MIDDLEBOROUGH, MA 02346  
TEL: (508)-946-9231  
FAX: (508)-947-8873  
www.outback-eng.com

DATE: NOVEMBER 11, 2010	
DRAWN BY: J.A.Y.	CHECKED BY: J.A.Y.
SCALE: 1"=200'	SHEET 1 OF 1



# ARTICLE 20

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

**Economic Development Incentive Program (EDIP)**  
PRELIMINARY APPLICATION

The following information is required by the Massachusetts Office of Business Development (MOBD) and the Economic Assistance Coordinating Council (EACC) to make a preliminary determination on the eligibility of a project under the Economic Development Incentive Program. This application must be returned in electronic form to your MOBD Regional Director and a hardcopy with original signature(s) mailed to: Brenda Reynolds, EDIP Manager, MOBD, 10 Park Plaza, Suite 3730, Boston, MA 02116. Please refer to the EDIP Guidelines, [www.mass.gov/dbd/edip](http://www.mass.gov/dbd/edip) and your MOBD Regional Director for assistance with this application. **All application materials must be submitted by the published deadlines. Incomplete applications will not be considered.**

PART I. COMPANY INFORMATION			
Company Name	Ocean Spray Cranberries, Inc.		
Executive Officer/Company Designee	Richard	Stamm	
	First Name	Last Name	
Contact (if different from above)	Karen	Miller	Senior Manager Tax
	First Name	Last Name	Title
Email	kmiller@oceanspray.com		
Address	One Ocean Spray Drive		
	Lakeville-Middleboro	MA	02349
	City	State	Zip
Phone	5089467173	Fax	5089467997
Company Headquarters Location	Lakeville-Middleboro, MA 02349		
FEIN	FID # 04-1215610		
Type of Organization:	Corporation (Corporation, General Partnership, Limited Partnership)		
Company's Taxable Year End	August 31st		
Project Location	152 Bridge Street		
	Middleboro	MA	02346
	City	State	Zip
Please provide a brief description and history of the company, including NAICS code and whether or not company is a MA DOR registered manufacturer:			
NAICS code: 311900 MA Department of Revenue Registered Manufacturer: Yes (Yes / No)			
Company Description / History: Ocean Spray is an international, 80-year old agricultural cooperative and consumer packaged goods company owned by over 650 cranberry growers and 48 grapefruit growers. Ocean Spray® is the leading shelf-stable juice brand in the U.S., U.K., Canada and Australia and our Craisins® sweetened dried cranberries is the fastest growing major			

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

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brand of dried fruit. Ocean Spray has become an iconic brand with household awareness world-wide.

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

<b>PART II. ECONOMIC DEVELOPMENT PROJECT</b>															
<b>A. Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director</b>	April 20, 2011														
<b>B. When applicable, please identify the Economic Opportunity Area (EOA) within the project municipality</b>															
New EOA															
Existing EOA	Bridge Street EOA														
<p><b>1. Provide a full description of the proposed project including facility size, required equipment and situation. In addition, please provide a breakdown of the investment required with a breakdown of the types of expense (land, building, construction, equipment etc.). Outline the extent to which existing public infrastructure meets the project's needs. When does the applicant expect to: (a) to begin the project, (b) to complete construction, and (c) to officially open the facility.</b></p> <p>The current project would be an investment of \$45 million for a third sweetened dried cranberry (SDC) line in our existing Middleboro manufacturing plant. We expect the current building size to be sufficient for the new line. Existing utilities will need to be upgraded in order to support this project. This project will not require any new public infrastructure support. The project is expected to begin in Summer 2011 and the production of SDCs to commence mid-2012.</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">Breakdown of \$45M</td> <td style="text-align: right;">\$8.53</td> </tr> <tr> <td style="padding-left: 20px;">Site Development and Building Work</td> <td style="text-align: right;">\$19.09</td> </tr> <tr> <td style="padding-left: 20px;">Process and Utility Equipment</td> <td style="text-align: right;">\$7.74</td> </tr> <tr> <td style="padding-left: 20px;">Mechanical and Piping Installation</td> <td style="text-align: right;">\$6.37</td> </tr> <tr> <td style="padding-left: 20px;">Design and Engineering</td> <td style="text-align: right;">\$2.35</td> </tr> <tr> <td style="padding-left: 20px;">Freigh, Permits, Miscellaneous</td> <td style="text-align: right;">\$0.85</td> </tr> <tr> <td style="padding-left: 20px;"><b>Total Capital</b></td> <td style="text-align: right;"><b>\$44.93</b></td> </tr> </table>		Breakdown of \$45M	\$8.53	Site Development and Building Work	\$19.09	Process and Utility Equipment	\$7.74	Mechanical and Piping Installation	\$6.37	Design and Engineering	\$2.35	Freigh, Permits, Miscellaneous	\$0.85	<b>Total Capital</b>	<b>\$44.93</b>
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Design and Engineering	\$2.35														
Freigh, Permits, Miscellaneous	\$0.85														
<b>Total Capital</b>	<b>\$44.93</b>														
<p><b>2. What is the estimated number of (a) full-time permanent jobs to be created and (b) full-time permanent jobs to be retained? Describe how the applicant will create permanent full-time jobs in Massachusetts within 24 months after certification and how these jobs will be maintained for at least 5 years. What actions will you take to recruit employees from among residents of the municipality and/or Economic Target Area and work with the regional Careers Center? Please describe training / skills needed.</b></p> <p>The estimated number of full-time permanent jobs to be created is 25-30 jobs. Ocean Spray expects to retain at least 120 current jobs. These positions will include: 2-3 professional positions; 3-4 skilled labor positions; 20-23 moderately skilled labor positions. Consistent with our current practices in Middleboro, we will be seeking local talent to the extent possible. In furtherance of this objective, Ocean Spray will be attending local job fairs and advertising through various local channels. These individuals will receive relatively high-paid operational jobs with a generous benefits package, including health insurance. Employees will receive in excess of 40 hours of professional training.</p>															

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

<b>3. Is the applicant new to Massachusetts?</b>	No
a. If not, where are the existing Massachusetts facilities?	Lakeville, Middleboro, Carver
b. Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please explain.	No
<b>4. Is the project likely to result in another substantial and exceptional economic benefit to the Commonwealth? If yes, please explain.</b>	
Yes. Increasing the production capacity in this location will help maintain permanent full-time jobs on a continuing long-term basis. In addition, it will significantly increase the likelihood of a sister line being added to Ocean Spray's Middleboro plant in the future, which will create even more jobs at the facility. We demonstrated this with our installation of line 1 in 2003, and the addition of a sister line in 2006.	
<b>5. Will the project result in spin off economic activity that will support Massachusetts based suppliers and contractors? If yes, please explain.</b>	
Yes. While both executing the project and maintaining the new line, Ocean Spray will, as always, use local contractors and vendors whenever possible. Ocean Spray will engage local talent for supplies and services; for example: gas and electric, landscaping, snow plowing, electricians, restaurants, hardware stores, service stations, refrigeration terminals, trucking companies, employment agencies and local police for security purposes.	
<b>6. Please answer the following questions related to the project location.</b>	
a. Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?	Own (Own/Lease)
b. If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purposes of paying local real estate taxes?	N/A
c. If owning, will the applicant fully occupy the space?	Yes
d. If the applicant will not fully occupy the space, does it intend to lease/rent the remaining space?	N/A
<b>7. Certification for Abandoned Buildings.</b>	
a. Does the proposed project involve the renovation and reuse of an abandoned building?	No (Yes/No)
b. If yes or unsure, how long has the building been vacant or unused? (If known, state date).	N/A
c. During the period of time that the building has been vacant or unused, what percentage of the building was vacant and unused? If the percentage varied during this time period, provide information for each change in the percent of vacant space and the applicable time period.	N/A

COMMONWEALTH OF MASSACHUSETTS  
 ECONOMIC ASSISTANCE COORDINATING COUNCIL  
 MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

<b>8. a. Please indicate the length of Certified Project requested.</b>	20 years
<b>b. Please state which incentives the applicant is seeking:</b>	
State Investment Tax Credit	Yes (Yes / No)
State Abandoned Building Renovation Deduction	No
Local Real Estate Tax Incentive	Yes
<b>9. Please indicate the facility and company's sales outside of Massachusetts as a percentage of total sales and describe how the proposed project will alter the distribution impact.</b>	
The facility and company's sales outside of Massachusetts constitute 97.3% of Ocean Spray's total sales. The proposed project is not expected to alter this percentage.	
<b>10. Provide detailed information on any other sources of public or quasi-public funding that has been received or will be sought to contribute towards the financing of the proposed expansion.</b>	
Ocean Spray is presently exploring the following sources of public funding: Workforce Training Grant and Safety Training Grant.	
<b>11. Is the applicant seeking tax incentives from the Massachusetts Life Science Center? If yes, this may affect the potential EDIP benefits.</b>	
No	

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

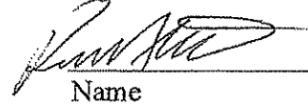
<b>PART III. LABOR AFFIRMATION</b>	
<b>Part A:</b>	
<input checked="" type="checkbox"/> As an applicant requesting Certified Project approval, <u>Ocean Spray Cranberries, Inc.</u> , affirms (check box) that this business will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.	
<input checked="" type="checkbox"/> As an applicant requesting Certified Project approval, <u>Ocean Spray Cranberries, Inc.</u> , affirms (check box) that this business will not knowingly employ developers, subcontractors, or other third parties that unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.	
<b>Part B: Within the past five years, has the applicant or any of its officers, directors, employees, agents, or subcontractors of which the applicant has knowledge, been the subject of (if yes, please provide details):</b>	
(a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Details:
(b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Details:
(c) any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful?"	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Details:

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

Authorization and Certification

*I/We Ocean Spray Cranberries, Inc. (name(s) and title(s)) of the applicant business applying for "Certified Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales. I/we understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Project if the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information. I/we make this certification under the pains and penalties of perjury.*

Signed:

 Vice President, General Counsel & Secretary  
5/2/11  
Name Title Date

Name Title Date

Certification as to accuracy and Public Records Law acknowledgement:

*The signatories hereby certify that the answers in this application and the documents submitted in support thereof are accurate and complete representations of the applicant. They also hereby acknowledge that, under the Public Records law of the Commonwealth of Massachusetts, this application and all documents submitted in support thereof are public records under the provisions of Massachusetts G. L., Ch. 4, sec. 7 (26).*

Signed:

 Vice President, General Counsel & Secretary  
5/2/11  
Name Title Date

Name Title Date

**Reminder: Please return electronic application materials to your MOBD Regional Director and send an original hard copy to:**

**Brenda Reynolds, EDIP Manager  
Massachusetts Office of Business Development**

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

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**Ten Park Plaza, Suite 3730  
Boston, MA 02116**



✓ ARTICLE 22

Town of Middleborough

CONSERVATION COMMISSION  
MEMORANDUM

TO: Board of Selectmen

CC: Charles Cristello, Town Manager  
Finance Committee  
Steve Dooney, Town Accountant  
Judy MacDonald, Treasurer/Collector

FROM: Conservation Commission 

DATE: March 10, 2011

RE: Request for a Revolving Account for Administrative Fees (Fiscal year 2012)

The Conservation Commission is requesting a revolving account under c. 44, §53E ½ for the income derived from certain administrative fees under M.G.L. Ch. 40, §22F (Statute accepted under Article 42 at ATM 5-14-2001) to support an administrative program to provide services related to the Wetlands Protection Act under M.G.L. Ch. 131, §40 be added to the Annual Town Meeting Warrant.

This account would be for the purpose of collecting administrative fees for several services that the Conservation Department performs currently for free. (See attached draft fee schedule). The funds would then be expended by the Conservation Commission to support the administrative program from which the fees were derived.

The program would therefore be *The Administrative Services Program*, expended by the *Conservation Commission* and *not to exceed \$5,000.00*.

Please include this proposed revolving account in the revolving account article for the warrant for the 2011 Annual Town Meeting.

**Fee Schedule**  
**Administrative Fees**  
**Middleborough Conservation Commission**  
**March 31, 2011**

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Request for Determination of Applicability (RDA):	\$50.00
Notice of Intent (NOI) – Commercial, Residential, Agricultural: (and resulting OOC) <i>(Dan thinks we can't charge for this because like ANRAD there is already a fee for through the State requirements)</i>	\$0.00
Abbreviated Notice of Resource Area Delineation (ANRAD)	\$0.00
Certificate of Compliance (COC):	\$25.00
Bank Letter for Closings:	\$50.00
Request for an Amended Order of Conditions – Residential:	\$25.00
Request for an Amended Order of Conditions – Commercial/Subdivision:	\$100.00
Request for an Extended Order of Conditions:	\$50.00
Duplicate Original Order of Conditions:	\$25.00
Building Permit Application Review:	\$5.00
After the Fact Filing:	\$50.00
Site Inspections (second inspection, first one free):	\$25.00

**Note:** *M.G.L. Ch. 40, Sec 22F. The Town accepted the Statute on 5/14/2001*

Incorporated 1669  
341 Years of Progress



CRANBERRY CAPITAL  
OF THE WORLD

ARTICLE 27 

*Town of Middleborough*  
Massachusetts  
Department of Public Works  
48 Wareham Street  
Middleborough, MA 02346  
Phone 508-946-2481 Fax 508-946-2484

DIVISIONS  
Highway  
Sanitation  
Insect & Pest Control  
Tree Warden  
Wastewater  
Water

Andrew P. Bagas  
D. P. W. Director

May 12, 2011

To: Charles Cristello, Town Manager

From: Andrew Bagas 

RE: Town Meeting Article 27

The purpose of this Article is to protect the Town from damages to a roadway during the construction of a dwelling on a Town accepted roadway.

The recent downward trend in new home construction has left some of Middleboro's new sub-division developers with house lots that they are unable to sell. The Town has been reluctant to accept new roadways with vacant house lots for reasons including the potential for damage to the new roadway incidental to new home construction.

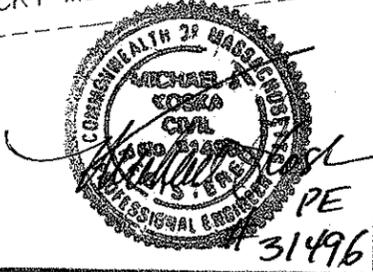
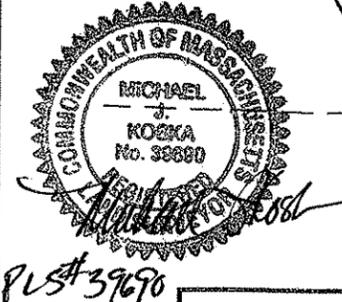
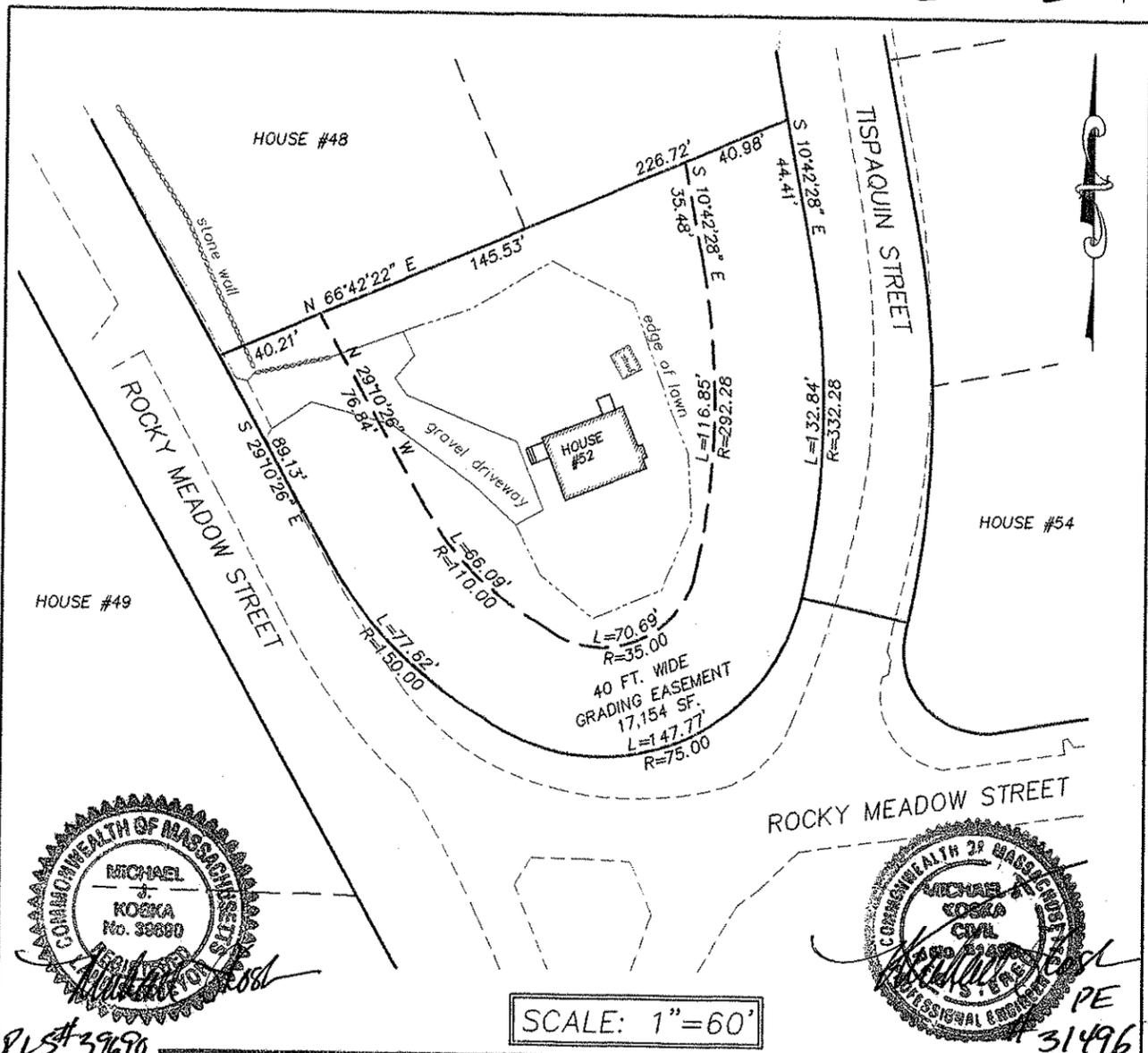
An example of roadway damage is when an excavator or bulldozer is unloaded on the street on a hot day. The pavement is easily damaged from the tracks of the heavy machine.

By having a bond mechanism in place, a contractor would have an incentive to avoid damage to the roadway during new home construction. The Town would have a means of recovering any damage that may occur.

This would also be an incentive for developers to finish their roadways and not walk away from them leaving residents of the private way without services such as snow plowing and regular maintenance.



# ARTICLE 29



SCALE: 1"=60'

ROADWAY EASEMENT PLAN FOR ROCKY MEADOW & TISPAQUIN STREETS MAP 44 PLOT 5527 MIDDLEBOROUGH, MASS.		
PREPARED FOR: 52 ROCKY MEADOW STREET		
MICHAEL J. KOSKA & ASSOCIATES, Inc. 98 BROAD STREET P.O. BOX 262 BRIDGEWATER, MA. 02324		
DATE: 03/30/11	JOB#11-25	TEL. (508) 697-7400 FAX. (508) 697-1650
	DWG#	SHEET: 1 OF 1