

NEW BUSINESS

6-2-14

May 7, 2014

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Pilot Testing Invoice #8 (WP #93393): March 2014**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in March 2014 for Pilot Testing Services, Phase D, Task 3.A.8.

Environmental Partners has reviewed the invoice and the progress on the tasks during this period. During this period, WP continued to develop the Technical Memorandum to summarize the pilot testing, reporting the memorandum as 95% complete. Total percent complete for this period is 3%, for a total to date of 95% for this task.

In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown. Environmental Partners recommends that the invoice be paid in full in the amount of \$3,429.18.

If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657 0276.

ENVIRONMENTAL PARTNERS GROUP, INC.

Paul C. Millett, P.E.
Project Manager

Attachments:

WP Invoice March 2014. #93393

PLEASE PRINT WITH A PEN

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

Invoice # : 93393
 Project : 12760
 Phase : D
 Project Name : Middleborough MA - WPCF Ubarade
 Invoice Date : Apr-14-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Mar-01-2014 To Mar-28-2014

RELATED TO: Pilot Testing

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	114,306.00
Percent Complete as of 3/28/2014	<u>95.00</u>
Fee Earned To Date	108,590.70
Less Previous Billings	105,161.52
Amount Due this Invoice	<u><u>3,429.18</u></u>

BILLING RECAP

Previous Billings	105,161.52
Current Billing Amount	3,429.18
Fee Earned To Date	<u>108,590.70</u>
Amount Received	96,017.04
Balance Due	<u><u>12,573.66</u></u>

Invoices are due upon receipt. If not paid by May-14-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) - Pilot Testing Services
Wastewater Engineering Services (Wright-Pierce Project # 12760 Phase D)
Work Progress by Task
Period: March 1, 2014 through March 28, 2014

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments
3.A PILOT TESTING SERVICES		\$114,306	3%	\$ 3,429	95%	\$ 108,590	
3.A.1	Conduct meetings with plant staff		0%	-	100%	-	
3.A.2	Develop Pilot Testing Protocol		0%	-	100%	-	
3.A.3	Coordinate with three disc manufacturers Work with WPCF staff to identify location. Plant staff to assist		0%	-	100%	-	
3.A.4	with set-up of pilot units.		0%	-	100%	-	
3.A.5	Coordinate with plant staff to provide coagulant (Ferric Chloride)		0%	-	100%	-	
3.A.6	Perform Periodic Site Visits During Pilot Testing		0%	-	100%	-	
3.A.7	Review Pilot Test Data and Performance Reports		0%	-	100%	-	
3.A.8	Develop a Technical Memorandum to summarize the pilot testing		10%	-	95%	-	
Total:		\$ 114,306	3%	\$ 3,429	95%	\$ 108,590	<i>Wright-Pierce 28-Mar-2014</i>

May 7, 2014

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Designer Invoice #16 (WP #93391): March 2014**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in March 2014 for services related to Schematic Design, Phase A Tasks 1.A.1 through 1.A.21.

Environmental Partners has reviewed WP invoice #93391 and the progress on the tasks during this period. This Phase A is now 100% complete. WP delivered the Schematic Design Report, and made follow-up revisions based on value engineering done by the Town and EPG, such as selecting the diesel engine generator and the cloth filter options as the basis of further design. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown and equal to an overall schematic design that is 100% complete.

Environmental Partners recommends that the invoice be paid in full in the amount of \$4,090.46. If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657 0276.

ENVIRONMENTAL PARTNERS GROUP, INC.

Paul C. Millett, P.E.
Project Manager

Attachments:

WP invoice and cover letter March 2014. #93391



5/5/14 PCM

Water
Wastewater
Infrastructure

April 16, 2014
W-P Project No. 12760

Mr. Paul C. Millett
Environmental Partner's Group, Inc.
Town of Middleborough - Owner's Project Manager
1900 Crown Colony Drive
Suite 402
Quincy, MA 02169

Subject: Middleborough, Ma- Water Pollution Control Facility (WPCF) Upgrade
Wright-Pierce March 2014 Invoices

Dear Paul:

Please find the attached summary of progress completion and accompanying invoices for engineering services completed through March 2014 related to the Middleborough WPCF Upgrade. A brief summary of the work completed for each of the phases is summarized below:

Middleborough WPCF Upgrade – Wright Pierce Project #12760 Phase A – Schematic Design

- Task 1.A.1. – Meetings
 - Performed meetings and site visits with WPCF staff.
- Task 1.A.21. – Prepare Schematic Design Report SDR
 - Submitted the SDR.
- Task 1.A.22. – Attend one two-day value engineering workshop with OPM.
- Task 1.A.23. – Attend one-day workshop with Town and OPM.
- Task 1.A.24. – Provide additional information for SDR to OPM.

Middleborough WPCF Upgrade – Wright Pierce Project #12760 Phase B – 50% Design

- Task 2.A.1. – Complete selection and size of all major process equipment
 - Continued to develop layout and design of the new climber screen.
 - Continued to develop layout and design of the grit removal system.
 - Developed plan to access new screw presses on first floor for maintenance.
- Task 2.A.2. – Prepare mechanical drawings for process improvements
 - Started to develop section in the Pretreatment Building.
 - Started to develop sections in the Control Building.
 - Started to develop sections in the Sludge Building.
- Task 2.A.4. – Prepare Site Plans
 - Continued to evaluate the access road in and out of the WPCF.
 - Evaluated revisions to the site plan for accesses to and site drainage for the new Maintenance Garage.



- Task 2.A.5. – Coordinate with other disciplines on final room sizes and layouts.
 - Continued to develop building floor plans, elevations, and sections for the Control Building.
 - Started to develop building floor plans, elevations, and sections for the Sludge Dewatering Building.
- Task 2.A.6. – Finalize structural requirements for buildings and facilities.
 - Continued to perform structural calculations and analysis for the layout for the Control Building Addition and Pretreatment Building.
- Task 2.A.7. – Coordinate with Electrical and Building Services.
 - Conducted another walk-thru of all existing electrical systems at the WPCF.
- Task 2.A.8. – Finalize major and ancillary equipment sizing and line sizing calculations.
 - Continue to perform hydraulic calculations for process equipment and systems.
 - Developed layout of the grit removal system including obtaining updated proposal and design information from manufacturers.
 - Developed layout of the Sludge Dewatering including obtaining updated proposal and design information from manufacturers.
- Task 2.A.9. – Prepare sizing calculations for HVAC equipment.
 - Evaluated HVAC requirements for the Sludge Building and Maintenance Garage/Emergency Generator.
- Task 2.A.13. – Finalize number and location of MCCs.
 - Finalized size and locations of the new MCCs for the Control Building and Pretreatment Building.
- Task 2.A.17. – Prepare a first draft of technical specifications.
 - Developed draft specification for the Fine Screen (Climber).

Middleborough WPCF Task III Pilot Testing – Wright Pierce Project #12760 Phase D

- Task 3.A.8. – Pilot Testing Report
 - Submitted to the Town/EPG a draft version of our technical memo, which summarized the results of the pilot testing report for the disk filters.

We appreciate the opportunity to work with the Town and EPG on this important project. Please feel free to contact me on my direct line if you have any questions at (978) 416-8030.

Very truly yours,

WRIGHT-PIERCE

Jon W. Hume, P.E.
Project Manager

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

Invoice # : 93391
Project : 12760
Phase : A
Project Name : Middleborough MA - WPCF Ubarade
Invoice Date : Apr-14-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Mar-01-2014 To Mar-28-2014

RELATED TO: Schematic Design

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	409,046.00
Percent Complete as of 3/28/2014	<u>100.00</u>
Fee Earned To Date	409,046.00
Less Previous Billings	404,955.54
Amount Due this Invoice	<u><u>4,090.46</u></u>

BILLING RECAP

Previous Billings	404,955.54
Current Billing Amount	4,090.46
Fee Earned To Date	<u>409,046.00</u>
Amount Received	315,000.00
Balance Due	<u><u>94,046.00</u></u>

Invoices are due upon receipt. If not paid by May-14-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) Upgrade

Wastewater Engineering Services (Wright-Pierce Project # 12760 Phase A)

Work Progress by Task

Period: March 1, 2014 Through March 28, 2014

Task No	Task Description	Total Fee	% Complete This period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments on Work Performed
1.0 SCHEMATIC DESIGN PHASE		409,046	1%	4,090	100.0	409,046	
1.A.1	Meetings		5%	-	100%	-	
1.A.2	Confirm Site Layout and Access Road		0%	-	100%	-	
1.A.3	Confirm Layout of all Site Utilities		0%	-	100%	-	
1.A.4	Prepare Preliminary layout of 5-stage Bardenpho		0%	-	100%	-	
1.A.5	Evaluate Option 2 - Converting Primary Clarifiers		0%	-	100%	-	
1.A.6	Complete Building Code Review		0%	-	100%	-	
1.A.7	Confirm Preliminary Room Sizes and Architectural them for buildings		0%	-	100%	-	
1.A.8	Prepare revised building layouts (hand sketches, sections, elev, equipment layouts) for 1,500 sq. ft building		0%	-	100%	-	
1.A.9	Complete selection and size of all major process equipment (screenings, grit removal, clarifiers, aeration basins, filters, disinfection, sludge handling, odor control, etc.)		0%	-	100%	-	
1.A.10	Prepare Process Control narratives		0%	-	100%	-	
1.A.11	Confirm building ventilation and A.C. requirements		0%	-	100%	-	
1.A.12	Confirm building H.V.A.C. and fire protection/ sprinkler requirements		0%	-	100%	-	
1.A.13	Determine facility potable water, non-potable water concepts		0%	-	100%	-	
1.A.14	Confirm Building and Facility Structural requirements		0%	-	100%	-	
1.A.15	Develop P&ID for each treatment process		0%	-	100%	-	
1.A.16	Prepare a facility SCADA system schematic		0%	-	100%	-	
1.A.17	Confirm Preliminary Electrical Loads and Voltages and modify one-line diagram		0%	-	100%	-	
1.A.18	Prepare a Security Plan		0%	-	100%	-	
1.A.19	Prepare a Conceptual Plan for Radio & Telephone		0%	-	100%	-	
1.A.20	Prepare an Estimate of Probably Construction Cost		0%	-	100%	-	
1.A.21	Prepare a Schematic Design Report (Conceptual Design Report)		10%	-	100%	-	
1.A.22	Attend one two-day value engineering workshop with OPM		50%	-	100%	-	
1.A.23	Attend one day workshop with Client and OPM		50%	-	100%	-	
1.A.24	Revised the Schematic Design Report based on workshop		50%	-	100%	-	
Total:		409,046	1%	4,090	100%	409,046	<i>Wright-Pierce 28-Mar-2014</i>

May 7, 2014

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Design Development Invoice #2 (WP #93392): March 2014**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in March 2014 for services related to Design Development - Phase B, Task 2.A.

Environmental Partners has reviewed WP's invoice #93392 and the progress on the tasks during this period. The work includes initial design work for several unit processes, site work, and buildings; a walk thru inspection to further the electrical design; fundamental calculations; and further development of equipment requirements with vendors. In our opinion, the invoice is commensurate with progress on the specific tasks shown in the invoice breakdown and equal to an overall design development that is approximately 12% complete.

Environmental Partners recommends that the invoice be paid in full in the amount of \$59,518.83 for this billing period. If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657 0276.

ENVIRONMENTAL PARTNERS GROUP, INC.

Paul C. Millett, P.E.
Project Manager

Attachments:

WP invoice and cover letter March 2014. #93392

PLEASE REMIT WITH PAYMENT

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

Invoice # : 93392
 Project : 12760
 Phase : B
 Project Name : Middleborough MA - WPCF Upgrade
 Invoice Date : Apr-14-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Mar-01-2014 To Mar-28-2014

RELATED TO: Design Upgrades Ph (50%)
 REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	626,514.00
Percent Complete as of 3/28/2014	<u>12.00</u>
Fee Earned To Date	75,181.68
Less Previous Billings	15,662.85
Amount Due this Invoice	<u>59,518.83</u>

BILLING RECAP

Previous Billings	15,662.85
Current Billing Amount	59,518.83
Fee Earned To Date	<u>75,181.68</u>
Amount Received	0.00
Balance Due	<u>75,181.68</u>

Invoices are due upon receipt. If not paid by May-14-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Middleborough - Water Pollution Control Facility (WPCF) Upgrade
Wastewater Engineering Services (Wright-Pierce Project # 12760 Phase B)
Work Progress by Task
Period: March 1, 2014 Through March 28, 2014

Task No	Task Description	Total Fee	% Complete This Period	Fee Earned This Period	Overall % Complete	Overall Fee Earned	Comments on Work Performed
2.0 DESIGN DEVELOPMENT PHASE		626,514	12%	75,181	12.0	75,181	
2.A.1	Complete selection and size of all major process equipment (screenings, grit removal, clarifiers, aeration basins, filters, disinfection, sludge handling, odor control, etc.)		15%	-	25%	-	
2.A.2	Prepare mechanical drawings (plans, sections and elevations as necessary) for all process improvements		20%	-	20%	-	
2.A.3	Complete a constructability and operability review		0%	-	0%	-	
2.A.4	Prepare site plans that include facility layouts, site access, grading, drainage, and utilities		10%	-	10%	-	
2.A.5	Coordinate with other disciplines on final room sizes and layouts. Prepare and develop building floor plans, elevations, and sections for all buildings		15%	-	25%	-	
2.A.6	Finalize structural requirements for buildings and facilities. Prepare preliminary structural plans, sections, and details		5%	-	15%	-	
2.A.7	Coordinate with electrical and building services on all interior utility routing		15%	-	15%	-	
2.A.8	Finalize major and ancillary equipment sizing and line sizing calculations. Assemble catalog cut sheets and prepare equipment data sheets for all process equipment		15%	-	25%	-	
2.A.9	Prepare sizing calculations for HVAC equipment based on energy code requirements and selected building construction materials		10%		10%	-	
2.A.10	Prepare HVAC system block diagrams and confirm HVAC system control philosophy		0%	-	0%	-	
2.A.11	Finalize P&IDs for all processes. Summarize I&C, SCADA, and other control interfaces and equipment requirements (including location, number, manufacturer, and size).		0%	-	0%	-	
2.A.12	Finalize facility security features and plans		0%	-	0%	-	
2.A.13	Finalize the number and location of motor control centers (MCCs) to be provided and location of MCCs, and equipment to be powered from each MCC		20%	-	20%	-	
2.A.14	Update one-line electrical diagrams and confirm all facility loads and power distribution		10%	-	10%	-	
2.A.15	Develop infrastructure requirements and layout for telephone communications, data highways (LAN, WAN, SCADA), cable, and radio communications		0%		0%		
2.A.16	Develop lighting concepts and layouts for facility interior and exterior lighting		0%		0%		
2.A.17	Prepare a first draft of all facility technical specifications		10%		10%		
2.A.18	Prepare an estimate of probable construction costs after completion of the Design Development Phase.		0%		0%		
2.A.19	Attend one (1) two-day value engineering workshop to identify alternatives and cost savings, and review these with the Client and OPM		0%		0%		
2.A.20	Attend one (1) two-day workshop to review the work products with the Client and OPM		0%		0%		
Total:		626,514	12%	75,181	12%	75,181	<i>Wright-Pierce 28-Mar-2014</i>

May 29, 2014

Mr. Charles J. Cristello
Town Manager
Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

**RE: Owner's Project Management Services
Middleborough Water Pollution Control Facility Upgrade
Comprehensive Wastewater Management Plan (CWMP)
Invoice #2 (WP #92969): February 2014**

Dear Mr. Cristello:

As requested, Environmental Partners Group Inc. has reviewed the invoice submitted by Wright Pierce (WP) for services provided in February 2014 for services related to the Comprehensive Wastewater Management Plan (CWMP).

Environmental Partners has reviewed WP's invoice #92969 dated March 21, 2014 and the progress on the project during this period. It is our understanding that WP is working on Phase 1 of their scope of work, including conducting a public hearing, identifying, assessing and ranking the study areas, and development of the wastewater needs areas. As of February 28, 2014, WP reports that they are 21.35% complete, which appears reasonable for the work tasks performed during this period.

Environmental Partners recommends that the invoice be paid in full in the amount of \$20,165.00. If you have any questions or require additional information, please do not hesitate to contact me at pcm@envpartners.com or (617) 657 0276.

ENVIRONMENTAL PARTNERS GROUP, INC.



Paul C. Millett, P.E.
Project Manager

Attachments:

WP invoice, February 2014. #92969.

March 21, 2014
W-P Project No. 12760 Phase H

Mr. Charles J. Cristello
Town of Middleborough - Town Manager
10 Nickerson Avenue
Middleborough, MA 02346

Subject: Middleborough, Ma- Comprehensive Wastewater Management Plan (CWMP) *12760 - 11111*
Wright-Pierce February 2014 Invoices

Dear Charles:

Please find the attached invoice for engineering services completed through February 2014 related to the Middleborough Comprehensive Wastewater Management Plan (CWMP). A brief summary of the work completed for the CWMP is summarized below:

Middleborough CWMP – Wright Pierce Project #12760 Phase H

- Conducted a Public Hearing
- Finalized criteria and conditions for ranking of Study Areas
- Developed a preliminary listing of Wastewater Needs Areas.

We appreciate the opportunity to work with the Town on this important project. Please feel free to contact me on my direct line if you have any questions at (978) 416-8030.

Very truly yours,

WRIGHT-PIERCE



Jon W. Hume, P.E.
Project Manager

5/28/14

WRIGHT-PIERCE 
Engineering a Better Environment

Water
Wastewater
Infrastructure

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

Invoice #: 92969
Project: 12760
Phase: H
Project Name: Middleborough MA - WPCF Upgrade
Invoice Date: Mar-14-2014

Attention: Charles Cristello, Town Mgr.

For Professional Services Rendered for the Period Feb-01-2014 To Feb-28-2014

RELATED TO: CWMP

REFERENCE: Contract dated May 13, 2013.

Total Project Fee Authorized	140,500.00
Percent Complete as of 2/28/2014	<u>21.35</u>
Fee Earned To Date	30,000.00
Less Previous Billings	9,835.00
Amount Due this invoice	<u><u>20,165.00</u></u>

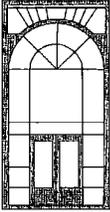
BILLING RECAP

Previous Billings	9,835.00
Current Billing Amount	20,165.00
Fee Earned To Date	<u>30,000.00</u>
Amount Received	0.00
Balance Due	<u><u>30,000.00</u></u>

Invoices are due upon receipt. If not paid by Apr-13-2014, interest will be computed at the rate stated in the agreement.

CC: Jon W. Hume

Window
to the World



Middleborough Public Library
102 North Main St., Middleborough, MA 02346

Danielle M. Bowker
Director

May 19, 2014

Board of Selectmen
Town Hall
Middleborough, MA 02346

Dear Members,

On behalf of the Board of Library Trustees, I would request that these two individuals be reappointed to the Board with terms to expire on June 30, 2017:

James Okolita
20 North St., Middleborough

Mrs. Sherri Hartlen-Neely
15 Pine St., Middleborough

Announce } The term of Mrs. Sara Cederholm expires on June 30, 2014. She is unable to continue on the board. We thank her for her service. This leaves one seat vacant. Please announce that anyone interested in appointment to the Board of Trustees should send a letter of interest and a resume to Library Director Danielle Bowker by July 7, 2014.

Thank you for your consideration.

Sincerely,

Danielle M. Bowker
Library Director

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Eight Thousand Ten & .00/100 Dollars (\$8,010.00).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Allin Frawley, Chairman

Leilani Dalpe, Vice Chairman

John M. Knowlton

Diane Stewart

Stephen J McKinnon

**Board of Selectmen
Town of Middleborough**

**Commonwealth of Massachusetts
County of Plymouth**

**On This _____ day of _____ 20 _____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

**Signature of Notary
Jacqueline M. Shanley**

**(Seal)
My commission expires:**

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

NOTICE OF BETTERMENT AGREEMENT May 21, _____, 20¹⁴
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated March 15, 2013 **with** Charles & Diane Ranahan
(insert date) **(insert name(s) of property owner(s))**

with respect to real estate located at 6 Rachels Court
(insert address of property)

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

Registry of Deeds in Book 11875 **, Page** 282-283
(insert book and page)

or filed as Document Number _____ **with the Plymouth**
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Thirteen Thousand Four Hundred Ten &.00/100 Dollars (13,410.00).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Allin Frawley, Chairman

Leilani Dalpe, Vice Chairman

John M. Knowlton

Diane Stewart

Stephen J McKinnon

Board of Selectmen
Town of Middleborough

**Commonwealth of Massachusetts
County of Plymouth**

**On This _____ day of _____ 20 _____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

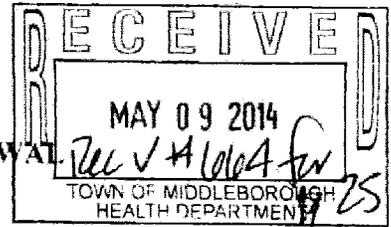
**Signature of Notary
Jacqueline M. Shanley**

**(Seal)
My commission expires:**



LICENSE APPLICATION/RENEWAL
COMMON VICTUALLER

#45-14



FEE \$ 25.00

DATE 5/8/14

NAME OF BUSINESS The Cabin

ADDRESS/LOCATION FOR PERMIT USE 114 East Grove St., Middleboro, MA

ASSESSORS MAP & LOT Map- 65 Lot - 2925 02346

NAME OF APPLICANT/PETITIONER Jonathan Pell

ADDRESS OF APPLICANT/PETITIONER 50 Black Cat Rd., Plymouth, MA 02360

TELEPHONE # OF APPLICANT 720-470-1797

F.I.D # OF APPLICANT/PETITIONER Peace Mirror, Inc., EIN: 46-5213958

IF A CORPORATION OR PARTNERSHIP, GIVE NAME, TITLE, AND HOME ADDRESS OF

OFFICERS OR PARTNER Peace Mirror, Inc.

Jonathan Pell - president, 50 Black Cat Rd., Plymouth, MA 02360

Yvonne Pell - vice. president, secretary, treasurer, same address

SIGNATURE OF APPLICANT

TO: TREASURER/COLLECTOR
FROM: HEALTH DEPARTMENT

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

Does the property owner/petitioner/applicant owe taxes/municipal charges? NO

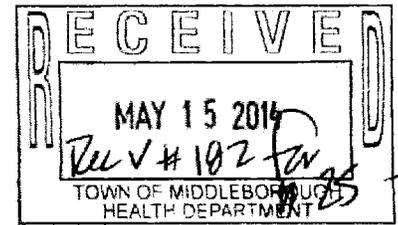
Signed

(Treasurer & Collector)



LICENSE APPLICATION/RENEWAL
COMMON VICTUALLER

46-14



DATE May 15 2014 FEE \$ 25.00

NAME OF BUSINESS Puriba Inc dba Capewell Convenience

ADDRESS/LOCATION FOR PERMIT USE 578 Wareham St.

NAME OF APPLICANT/PETITIONER Viktoria Patel

ADDRESS OF APPLICANT/PETITIONER 425 Elm St Kingston, MA 02364

TELEPHONE # OF APPLICANT 781-724-6474

F.I.D # OF APPLICANT/PETITIONER 463-668-153

IF A CORPORATION OR PARTNERSHIP, GIVE NAME, TITLE, AND HOME ADDRESS OF

OFFICERS OR PARTNER Purshottam Patel

425 Elm St

Kingston, MA 02364

Viktoria Patel
SIGNATURE OF APPLICANT

NOTICE TO TAX COLLECTOR

TO: Judy M. MacDonald, Treasurer, and Collector
Town Offices- 20 Center Street
Middleborough, Ma 02346

FROM: Health Department

DATE: 5-22-14

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

Punba Inc.
Viktoria Patel

Name of applicant/petitioner

Peter A Coletti Trustee

Panna LLC

Name of property owner

518 Wareham Street

Address of the location for permit use

1,607

Address of applicant/petitioner

Assessor's Map# 101 Lot# 1694

DOES PROPERTY OWNER/APPLICANT/PETITIONER OWE TAXES/
MUNICIPAL CHARGES? _____ (YES OR NO)

Judy M. MacDonald

TOWN OF MIDDLEBOROUGH

EARTH REMOVAL PERMIT

APPLICATION PACKAGE

*** * * ***

BOARD OF SELECTMEN

*** * * ***

EFFECTIVE MAY 1, 2003

Revised February 2, 2009

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- A. Project Plan
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EXISTING PROCESS

General

Proponents of earth removal permits are required to submit an application form through the Board of Selectmen's office that outlines the applicant's: name, address, Owner of property; location of property by referencing the Assessor's map and page number; number of acres of the property; and number of cubic yards of material to be removed.

The reasons for the permit request are to be outlined, along with proposed traffic route. Conservation Commission Order of Conditions are mentioned, along with identification of the engineer whom prepares the plan; the expected date of project start and completion and if this is a new application or renewal.

The earth removal application also requires listing of the abutter's property's name, address and assessor's map and page number. Included in Appendix A is a paper providing suggestions on how to be effective in dealing with Town Boards for your use.

Earth Removal Bylaw and Amendment

The Town's Earth Removal Bylaw (ERB) outlines definitions and the scope of the permitting process. The bylaw is provided in Appendix B. In order for a permit to be issued by the Board of Selectmen (BOS), an application must be filed and a public hearing conducted. Based on information provided, the Board of Selectmen may grant or deny an application. The ERB was passed by Special Town Meeting in May, 1970 and amended in 1992. The ERB amendment states that no 'other' work can be performed at the site, once the Earth Removal Permit Application has been submitted to the Board of Selectmen.

Exemptions are provided from the ERB based on the volume to be removed, or when a subdivision plan is reviewed and approved by the Town's Planning Board.

There is no time frame provided for when an ERB permit must be issued by the Board of Selectmen in regards to the process of application, final approval or denial.

Rules and Regulations

Rules, regulations and forms utilized by the Board of Selectmen or their Agent are provided in Appendix D that outlines site inspection review requirements and quarterly fees.

Permitting Process

The present permitting process takes into account various reviews and approvals that have been added by the BOS over the years. A review by the Conservation Commission for site conditions that could impact water resource areas is required.

Conservation Commission

The Conservation Commission is required by statutory law to review any proposed work within one hundred feet (100 feet) of any water resource area. The Town's Conservation Commission's agent should be contacted and appropriate documentation provided. An ERB permit will not be issued unless the required permit application is submitted and approved.

Farm Plan

A farm plan outlines the property agricultural needs and can be prepared professionally by a private, local, state or federal entities. It is recommended that the applicant contact the Cape Cod Cranberry Growers Association for guidance on preparing a farm plan for submittal with the Middleborough Earth Removal request or upon completion of the permitting and earth removal process to be submitted with the Certificate of Completion or to be made part of the applicant's final package.

Town Taxes and Municipal Financial Obligations

The Town, through the Board of Selectmen and Town Tax Collector request an update of tax debt, by a proponent, with the application process. Information regarding the status of any existing property tax or other legal obligations to the Town monies that may be owed on the property is required to be submitted.

APPLICATION PROCESS

General

The process for submittal of an application for an ERB permit is as follows:

1. Applicant receives an application package from the BOS and is advised that the complete process, if it includes Conservation Commission hearings, may take up to eight (8) weeks.

The application package is available through email, by the BOS's Secretary. Please contact the BOS office for email address.

2. Applicant is advised to prepare a civil engineering plan that meets with the ERB permitting and project plan requirements to the Conservation Commission, along with Notice of Intent or other required forms.

Conservation Commission hearings require notification of abutters.

ConCom may require at least twenty one (21) days from receipt of a notice to schedule a hearing (recheck this out with Rosemary). And fourteen (14) days after the hearing the Order of Conditions may be issued.

3. If there are not any Conservation Commission requirements, proceed to No. 5.
4. Upon completion of required Conservation Commission public hearings and issuance of any Order of Conditions or finding - proceed to No. 5
5. Submit six (6) completed or revised plans, Project Plan and Order of Conditions to the Board of Selectmen's office and request a public hearing, along with a check for three hundred dollars (\$ 300.00), made out to the Board of Selectmen – Town of Middleborough.
6. Abutters are required to be notified by registered mail by the proponent.
7. The Board of Selectmen will submit a form for sign off and review by the Town Tax Collector/Treasurer for a check on whether property taxes, water, sewer or other financial obligations are current.

The BOS will review the application for completeness and advise that a public hearing can be advertised. The applicant is responsible for costs associated with advertisements.

8. A public hearing will be scheduled conducted by the Board of Selectmen at a regularly or specially scheduled meeting.
9. The Board of Selectmen will complete the public hearing and provide an Order of Conditions, if acted upon favorably no later than three (3) weeks after hearing.

Checklist

The town's representative will conduct quarterly inspections of the project and utilizes a checklist. This project checklist is included in the Appendix of this Application Package.

Project Plan

As part of the Application Package submittal, a project plan is required. The town's representative will review this proposed project schedule and work outline for compliance. The applicant can review with the town's representative and adjust if necessary - as site conditions warrant - with the expressed approval of the town's representative. Approval of any change to the project plan will be noted on the quarterly checklist.

APPENDIX A

PROJECT PLAN

APPENDIX A
PROJECT PLAN

The purpose of the project plan is to provide a written description of the property, Past activities, state permit requirements and how the project will move through construction. The project proponent is encouraged to 'paint a picture' of how the project will proceed over the requested permit time period. The following items must be included in the project plan.

1. Purpose of project
2. Description of site and prior work
3. Reasons for earth removal permit
4. Describe past earth removal activities and compliance issues that may have occurred.
5. How project will be constructed with phases and time lines provided
6. Time duration requested for permit
7. **Describe:**
 - a. The phases, associated time lines and anticipated (**volumes, yardage and daily truckloads**) to be removed each year.
 - b. Describe the buffer zones that are to be maintained from the site excavation or pond limits to the property lines, keeping in mind that a treed buffer zone is desired by the Board of 100 feet from individual property lines, and 200 feet from town roadways.
 - c. Any specific site conditions that require special attention.
 - d. Proposed dewatering system for the area should include the abutters who have overburden wells in the area (2000 feet in circumference).

Note that there may be a requirement of determining hydrological affects if abutters complain of insufficient waters in their wells.
 - e. If ponds -reservoirs - tailwater recovery systems are to be constructed, please utilize the Soil Conservation Service - Pond Specifications for Excavated Ponds, contained in the Appendix as guidelines.
 - f. Estimated volume of material to be excavated and removed from site.
 - g. Estimated volume and site location of materials to be kept on site
 - h. Maximum sloping
 - i. Show volume of pond required for bog size.

- j. Criteria for excavation of ponds and water storage areas
- k. Dust Control measures
- l. Erosion Control measures
- m. Final topsoil and plantings
- n. Is there proposed rock crushing?
- o. Is there proposed screening equipment?
- p. Is there additional equipment requested for the site?

8. Record Plans

Once the project is completed or permit times have been exhausted, the approved applicant is required to submit Completed record plans to receive the Town's Certificate of Completion and release any bond that has been secured for the project.

APPENDIX B
PLAN CHECK LIST

APPENDIX B

PLAN CHECKLIST

PLEASE COMPLETE CHECKLISTS FOR PLANS AND PROJECT PLAN AND INITIAL:

PLANS	Check	Initials
A. Cover page that shows:		
1. Name of project:	_____	_____
2. General directional and town locus:	_____	_____
3. Water Resource Protection District limits	_____	_____
4. Engineering Firm Name and address	_____	_____
5. Flood Map limits (if applicable)	_____	_____
6. Zoning District limits	_____	_____
B. Civil Drawing Sheet 1 - that show at a minimum:		
1. Existing streets	_____	_____
2. Property lines and names of adjacent properties/abutters	_____	_____
3. Existing tree lines	_____	_____
4. Existing and proposed topographical contours (5' foot minimum)	_____	_____
5. Town roadways	_____	_____
6. Proposed treed buffer zones between edges of excavation and abutters	_____	_____
7. Proposed buffer zones between property excavation and town street(s)	_____	_____
8. Distances of proposed reservoir or excavations from property lines of abutters.	_____	_____
9. Location and type of proposed excavation and work	_____	_____
10. Locations of stockpiling of materials	_____	_____
11. Proposed reservoir volume, slopes and bottom elevations	_____	_____
12. Site of proposed dewatering pond, discharge and overflow structure	_____	_____
13. Any proposed buildings, structures or utilities	_____	_____
14. Roadway systems and gates, and proposed paving areas	_____	_____
15. Proposed areas of agricultural uses	_____	_____
16. Indications of phased operations	_____	_____
17. Areas to be seeded	_____	_____
18. Existing and proposed slopes with limits of final grading	_____	_____
19. Locations of ditches	_____	_____
20. Wetlands and water resource areas	_____	_____
21. Elevations of water (high, low) as applicable	_____	_____
22. Drainage patterns with directional arrows showing flow	_____	_____
23. Fencing	_____	_____
24. Professional Engineers Civil stamp	_____	_____

25. Date of preparation _____
Other information as appropriate to good engineering design _____

C. Civil Drawing Sheet Number 2 (as applicable)

- | | | |
|--|-------|-------|
| 1. Pond specifications with erosion controls | _____ | _____ |
| 2. Erosion controls | _____ | _____ |
| 3. Side Flow Profile | _____ | _____ |

APPENDIX C

EARTH REMOVAL BYLAW (S)

APPENDIX D

INSPECTION CHECKLIST

EARTH REMOVAL PERMIT
INSPECTION CHECKLIST

PROJECT NAME:

PROJECT #:

PAYMENT RECEIVED:

EXP. DATE:

YES _____ NO _____

CHECK # _____

LOCATION:

(CIRCLE YES OR NO)

1. Knowledge of Town Hall observed Holidays: **Yes** **No** Comments: _____

2. Topsoil stockpile: **Yes** **No** Comments: _____

3. Bond or surety in place: **Yes** **No** Comments: _____

4. Standard highway signs in place: **Yes** **No** Comments: _____

5. No refining or screening: **Yes** **No** Comments: _____

6. Provisions for dust control adequate: **Yes** **No** Comments: _____

7. Depth and slope compliance: **Yes** **No** Comments: _____

8. Drainage compliance: **Yes** **No** Comments: _____

9. Warning signs along property line meet requirements:
Yes **No** Comments: _____

10. Special conditions (Specified Below): **Yes** **No** Comments: _____
(ex: berm, 5 acre maximum, tree cutting, buffer, truck signs or assigned route, etc.)

General comments and observations: _____

Inspector's Signature

APPENDIX E
TYPICAL ORDER OF CONDITIONS

APPENDIX E

TYPICAL ORDER OF CONDITIONS

Board of Selectmen Conditions

1. Construction of the _____ shall be as outlined in the Project Plan required under **Section C - Permit Conditions** of this permit, and approved by the Town's Agent.
 2. Existing tree lines, natural land topography and vegetative buffer zones shall be maintained, a minimum of one hundred feet (100 ft.) from all property lines. In the absence of treelines on the property(ies), then the natural vegetated buffer shall be maintained for the same distances and trees planted.
 3. A dewatering system, if required will be outlined in the Project Plan. Monitoring wells may be required to determine groundwater levels that could impact adjacent residential overburden and bedrock wells. Note condition 31, under **Section C - Permit Conditions**.
- If neighboring overburden wells are determined to be potentially affected by the dewatering operation, work will cease, monitoring wells shall be installed, and an evaluation made from a qualified hydrologist on the dewatering operation, prior to commencement of work. The Town's Agent shall determine if work shall continue, after consultation with the Board of Selectmen.
4. The applicant has prepared OR WILL PREPARE a Farm Plan that meets standards set forth from the United States government' s - Natural Resource Conservation District (NCRS) and the Massachusetts Department of Food and Agriculture.
 5. Blasting on site is discouraged. Special permission shall be provided by the Board of Selectmen, prior to permitting application to the town Fire Department.

General Conditions

1. The Permittee shall submit to the Board of Selectmen's Agent and the Conservation Commission Agent a written **Project Plan** that will outline the planned activities and goals for each quarter of the Phase 1 construction work for each year of the permit. A Construction Sequence plan has been submitted for review by the Board of Selectmen's Agent for review and concurrence. The following sections are applicable under this permit:
 - a. General Conditions
 - b. Standard Conditions and Site Requirements
 - c. Special Conditions
 - d. Inspection Fees and Bonding

a, **General Conditions**

1. All Phase 1 work consisting of regrading shall be completed and any required plantings shall be 'growing' prior to any application for a future earth removal permit. No cutting, clearing or grubbing of areas not included under this phase of the work shall be done for any future work.

If any aforesaid described work is done in unpermitted areas, prior to submittal of an earth removal permit then future earth removal requests may be forfeited. The Town of Middleborough's Earth Removal Bylaw, as amended should be reviewed by the project proponent.

2. This permit is valid for **three (3) years** OR for a lesser time approved by the Board of Selectmen at the time of application and hearing - and may be renewed for up to one (1) year thereafter at the discretion of the Board of Selectmen.

3. Hours of operation are limited from 7:30 A.M. to 4:30 P.M. Operation is allowed Monday through Friday. Motors of earth removal equipment, including trucks hauling material to and from the site, are not to be started or run until before 7:30 A.M and after 4:30 pm.

4. No operation is allowed on Saturday, Sunday or Town Hall observed holidays, which are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

5. All excavated areas not part of the bogs will be topsoiled and planted per the specification on the plan or at the direction of the Board of Selectmen or through their Agent. All top and subsoil shall be stripped from the operation area and stockpiled for use in restoring the area after the removal operation has ceased. minimum of four inches of topsoil must be put back in place.

6. The permit holder is not permitted to spot excavate to remove better material here and there on the site.

7. Excessive erosion is to be controlled as determined by the Board of Selectmen's Agent or the Town's Conservation Commission's Agent.

8. No refining or screening of material is allowed on the permitted property except the screening of sand and loam to be used for on-site cranberry bogs, gravel for on-site roadways and loam for final on-site grading and seeding.

Any utilized screening plant shall be no larger than 150 to 200 yards per hour.

The permit holder shall provide a written description, time frame and proposed volume of material to be screened for approval by the Town's Agent.

9. The permit holder is allowed use of an onsite screening facility for processing and sorting out of materials for removal from the site.

b. Standard Conditions and Site Requirements

1. Standard highway signs warning of heavy trucks entering the street shall be erected as directed by the Board of Selectmen or their Agent and be in place prior to commencement of removal operations.

2. The Board of Selectmen, Conservation Commission, Town Manager or their Agents shall be free to inspect the premises at any time during normal working hours with or without prior notice to the permit holder.

3. The permit holder shall adhere to all State laws pertaining to covering loads and weight loads.

4. Any spillage on public ways or private property shall be cleaned up immediately by the permit holder or its agent.

5. The Board of Selectmen may, following a public hearing, revoke the permit, modify or revise the conditions of the permit and/or impose a fine if they find that the permittee, or any agent of the permittee violates any condition of this permit.

6. The Town Manager is authorized to act as the Board of Selectmen's Agent in the administration and enforcement of this permit.

7. All loaded vehicles must be covered to prevent dust and contents from spilling or blowing from the property.

8. The haul road and loading area must be watered regularly to keep dust from blowing from the property. Gravel may be required to be added to the haul road by the Board of Selectmen's Agent to assist in dust control.

9. This permit is not transferable, except by vote of the Board of Selectmen. Notice of a pending sale or transfer must be provided to the board. The Board of Selectmen may, in its discretion, hold a public hearing to consider the transfer of this permit to the prospective buyer of the property.

10. During operations, where the excavation working face will have a depth of more than 15 feet with a slope in excess of 1:1, a fence at least three (3) feet high shall be erected to limit access to that excavation.

11. No area shall be excavated so as to cause accumulation of freestanding water, except in conjunction with a storage pond for cranberry bogs as shown on the record plans. Permanent drainage shall be provided as needed in accordance with good conservation practices. Drainage shall not lead directly into or from streams or ponds, except as shown in the plans.

12. No excavation shall be closer than 200 feet to an existing public way unless specifically permitted by the Board of Selectmen at a publicly scheduled hearing. Natural vegetation shall be left and maintained on the undisturbed land for screening and noise reduction purposes.

13. Bog pumps will be powered electrically, or in the alternative, mufflers will be installed on pumps to reduce noise.

14. Gates will be installed on the haul road to prevent unauthorized access to the property.

15. Two by Three foot signs will be erected every 500' along the property line. The signs will display the permit number, the name and phone number of the permit holder's agent and the name and phone number of the Board of Selectmen's Agent, together with the words "NO TRESPASSING-EARTH REMOVAL IN PROGRESS".

16. All trucks hauling from the site must display a sign on the rear of the truck in an area that will be unobstructed and clearly in view displaying the words "TOWN OF MIDDLEBOROUGH PERMIT # 03 - ____".

17. A copy of this Earth Removal Order of Conditions shall be filed with the Registry of Deeds by the Permit holder as a notice to all that these conditions restrict work on the lot under the permit.

18. A Certificate of Compliance will be issued by the Board of Selectmen when the project is completed. The Certificate of Compliance will operate to release the lot from the conditions of the permit and terminate the permit. The Certificate of Compliance must also be filed with the Registry of Deeds by the permit holder.

19. Monitoring well(s) for water levels, if required, are to be measured every seven (7) days, and the results kept in a daily log.

20. The Plan shall be modified to include the general location (no survey required) of the monitoring well.

21. No standing trees are to be cut, trimmed or removed from the site, except for those areas shown on the approved plan. Violation shall result in a fine being imposed, in accordance with Earth Removal Bylaw §6, and/or revocation of the Permit.

If any tree needs to be trimmed, cut or removed, prior approval shall be provided by the Board of Selectmen's Agent.

22. No rock crushing is authorized. Any proposed rock crushing may be authorized by the Board of Selectmen following a public hearing on a request for an Earth Removal Permit modification.

23. Excessive noise levels, as determined by the Board of Selectmen's Agent, shall result in onsite equipment modification within one (1) week of notification.

24. De-watering operation plans shall be provided in the Project Plan. De-watering may be limited during the Summer months. Siltation barriers will be provided as required by the Board of Selectmen's Agent.

c. Special Conditions

1. _____
2. _____
3. _____
4. _____

d. Inspection Fees and Bonding

Inspection Fees

1. An initial review to confirm compliance with permit conditions and restrictions must be performed by the Board of Selectmen's Agent before the commencement of any earth removal activities.

The fee for this review is **\$ 600.00, due** and payable at the time the permit holder notifies the Board of Selectmen's Agent that all requirements of the permit which must be done prior to commencement of work have been accomplished, and the permit holder is ready for the Agent to perform the initial review.

2. Quarterly reviews must be performed by the Board of Selectmen's Agent every three months following commencement of earth removal work. These reviews will include a field review and plan review to determine on-going compliance with the permit.

a. The fee for each such review is **\$ 600.00, due** and payable to the Town three months after the commencement of earth removal on the lot and every three months thereafter for the duration of the permitted project.

b. This report, along with **the Project Plan** will be made available to the public at the Town Manager's Office, upon request.

c. The Board's Agent will include with the quarterly review a written assessment and update of actual activities and goals that were provided under **the Project Plan**.

d. The Boards' Agent will determine **if the Project Plan** is meeting the proposed activities and goals. If **the Project Plan** activities and goals are not met for three (3) consecutive quarters, the project permit shall be suspended and a hearing with the Board of Selectmen shall be held to determine if the permit shall be reissued.

Bond Requirements

1. A bond, or acceptable alternative surety, in the amount of **\$50,000.00** will be required to indemnify the Town for damage to private or Town property and for use by the Town for site closure in the event of abandonment of the project.

APPENDIX F
APPLICATION FORM

APPLICATION FORM

The project proponent must submit the following information as part of the package for the Board of Selectmen. Incomplete packages will not be accepted by the Board's administrative staff.

It is suggested that the application package be completed by a registered civil engineer.

1. Set of Plans with completed checklist
2. Application Information and Project Plan .
3. Additional submittals as identified in the application information .
4. Conservation Commission Order of Conditions
5. **Application Fee of three hundred dollars (\$ 300.00)**

TOWN OF MIDDLEBOROUGH
EARTH REMOVAL APPLICATION
and renewal form

1. General Information

Name of Applicant: _____

Address of Applicant: _____

Town or City: _____

Owner of Property: _____

Location of Property: _____ Street

Assessor's Parcel and Map Numbers Map _____ Parcel _____

Map _____ Parcel _____

Map _____ Parcel _____

2. Permit Status

New Application or Renewal: _____

Request for an Extension of Time for existing permit. _____

Existing Permit Number: _____

Parcel(s) Acreage: _____

Estimated Number of Cubic Yards to be Removed: _____

Requested Time Frame of Permit _____

Brief Project Description and Reasons for Request:

3. Project Plan

Has a Project Plan being submitted with this Application?

An Application for an Earth Removal Permit will not be accepted by the Board of Selectmen for a public hearing, unless submitted with this application.

4. Planning Information

a. **Proposed Traffic Route** from site to unloading of materials.

b. Has a plan and Notice of Applicability (NOA) or Intent (NOI) been submitted to the Town of Middleborough's Conservation Commission? _____

c. Has Order of Conditions by Conservation Commission been issued: If so what is project number and date of conditions : _____

d. Provide a copy of the Order of Conditions so they may be attached to the permit.

e. Is there a Department of Environmental Protection – Water Management Act Registration or Permit for this property? _____

Permit No. _____ Registration No. _____

f. Has a Farm Plan been completed? _____ Please provide a copy.

g. Expected Date of Project Completion: _____

5. Engineering General Information

Engineering Firm Name: _____

Engineer's Contact/Name : _____

Street: _____

Town/City _____

Phone Number: _____

7. Financial Obligations

Do you owe any property taxes, water, sewer or any other financial obligation to the Town of Middleborough that is not current?

_____yes _____no

8. Authorization of Applicant

a. Have you authorized the engineer to speak on your behalf regarding project questions that may come up prior to the public hearing?

_____ yes _____ no

b. I have reviewed this Application Package and attached information and deem it to be correct.

Signature of Applicant

Printed Name of Applicant

Date _____

Phone Number: _____

EARTH REMOVAL BY-LAW

ARTICLE 4: Voted by a majority vote to amend the Town's earth removal by-law adopted under Article 7 of the 1970 Special Town Meeting of May 28th, by deleting it in its entirety and substituting therefore the following:

TOWN OF MIDDLEBOROUGH EARTH REMOVAL BY-LAW

Section 1: DEFINITIONS

- A. The term "earth" shall mean all forms of soil, including, but limited to, loam, sand, gravel, clay, peat, hardpan or rock.
- B. The term "removal" shall mean stripping, excavating or blasting earth from one lot and carrying it away from said lot.
- C. The term "lot" shall mean a single parcel of land lying in a single body and separated from contiguous land by property liens, street lines, or Town lines.
- D. The term "property line" shall mean a line separating land in one ownership from land in a different ownership, or from other land in the same ownership. A municipal boundary shall be a property line.
- E. The term "owner" shall mean the owner of the land from which earth is sought to be removed.
- F. The term "Board" shall mean the Board of Selectmen of the Town of Middleborough.

Section 2: SCOPE

This By-law shall apply to all earth removal activities in the Town of Middleborough, except as otherwise limited herein.

Section 3: PERMITS REQUIRED

No earth shall be removed from any lot in the Town of Middleborough unless a permit shall have first been obtained by the owner from the Board pursuant to this By-law, except as otherwise provided herein. All permits granted by the Board shall be subject to conditions which will guarantee, to the satisfaction of the Board, proper and reasonable surface drainage during and after operations and reasonable re-use of available topsoil. The Board shall adopt regulations including, but limited to, exhibits, fees and bond requirements. The Board may impose permit conditions or restrictions on any permit in the best interest of the Town. The conditions or restrictions related to a permit, including the expiration date, shall be clearly set forth on the permit. No such permit shall be issued until an application therefore has been filed with the Board and the Board has held a public hearing on the application. Notice of the filing of an application and the date and time of the public hearing thereon shall be advertised, at the expense of the applicant, in a newspaper in general circulation in the Town, seven days at least before such hearing and by written notice to the Planning Board, the Conservation Commission and the abutters. Following the hearing, the Board may grant, grant in part, or deny the application.

Section 4: EXEMPTIONS

The following are exempted from the provisions of this By-law:

- a.) Any earth removal operations involving 25 cubic yards or less per lot per year.
- b.) Any earth removal operations involving 800 cubic yards or less per acre on lots of 4 acres or less occurring in conjunction with work subject to a valid Building Permit.
- c.) Any earth removal operations in compliance with the requirements of a subdivision plan approved by the Town's Planning Board.

Section 5: LENGTH OF PERMIT

A permit may be issued for a period of up to three (3) years. At the Board's discretion a permit may be extended for up to one (1) year beyond the initial permit period. If an Earth Removal project is not completed following the initial period plus any extension period, the applicant must reapply to the Board for a new permit to complete the project. The applicant must meet all By-law and regulation requirements in effect at the time of reapplication for a new permit. Current valid permits which are in effect prior to August 1, 1992, may continue in operation for up to three (3) years from the adoption of this By-law subject to all conditions and restriction of the permit and Article 7 of the May 28, 1970 Town Meeting By-law requirements without applying for annual renewal. Such existing earth removal project shall be subject to the provisions of this By-law after three years from the adoption of this By-law.

A copy of the earth Removal Order of Conditions must be filed with the Registry of Deeds, at the applicants expense, as a notice to all that the conditions restrict work on the lot under the Permit.

A Certificate of Completion must be issued by the Board of Selectmen at the completion of the project attesting that the project was completed in accordance with the approved plans. Issuance of the Certificate of Completion operates to terminate the permit. The Certificate of Completion must also be filed with the Registry of Deeds at the applicants expense.

Section 6: ENFORCEMENT

The Board of Selectmen shall be responsible for the administration and enforcement of this By-law. A violation of a condition or restriction of the permit shall be a violation of the By-law. The Town Manager shall be the Agent of the Board for enforcement purposes and may issue a written cease and desist order requiring the immediate cessation of all work on the permitted property if the Town Manager believes a violation of any condition or restriction of the permit has occurred. In the absence of the Town Manager the Board of Selectmen may designate another Agent. The Written order shall specify the alleged violation. A copy of the order will be given to the Board members as soon as possible after it is issued. The Board of Selectmen shall, within three (3) weeks of the issuance of the cease and desist order, hold a public hearing to review the facts and to determine whether a violation has occurred. If a violation is found, the Board, in its discretion, may revoke, revise or modify the conditions or restriction of the permit. The penalty for violation of this By-law shall be a fine of up to \$50 for the first offense, \$100 for the second offense and \$200 for each offense after the second offense. Each day of operation in violation of the By-law shall be treated as a separate offense.

Section 7: GENERAL PROVISIONS

An earth removal permit issued under this By-law shall not authorize a use which is not permitted under applicable provisions of the Town of Middleborough Zone By-law. No earth removal permit shall authorize screening or other processing of earth materials in a Residential Zone. This shall not be construed to prohibit screening of earth on a lot which is the subject of an earth removal permit, in a Residential Zone, for use on the same lot to provide gravel for roadways, loam for final grading and/or sand for bogs.

Section 8: SEVERABILITY CLAUSE

The provisions of this By-law are severable; and if any provision or application of such provision to any person or circumstances is held invalid or unconstitutional, this shall not affect the remaining provisions.

**Article 4 of 11/9/92 Special Town Meeting
Approved by Attorney General on 2/18/93**

ARTICLE 25: To see if the Town will vote to amend Section 3. Of its Earth Removal By-law, by adding the following paragraph:

After an Earth Removal Permit Application has been submitted, no tree removal, utility installation, ditching, grading or construction of roads, no grading of land, no excavation except for purposes of soil testing, no dredging or filling, and no construction of buildings or structures shall be initiated on any part of that area in which the proposed earth removal will take place until the application has been received and approved and an Order of Conditions issued as provided for by this By-law, and that all activity, as described above, shall continue to be prohibited throughout the duration of the Earth Removal Permit except for what is permitted and referenced on the approved plan. This paragraph shall not apply to land in active agricultural use including normal maintenance of cranberry bogs.

Adopted at Fall 1996 STM

EARTH REMOVAL RULES & REGULATIONS

Initial Review:

An Initial Review to conform compliance with permit conditions and restrictions must be performed by the Board's Agent before the commencement of any earth removal activities. The fee for this review is due and payable at the time the permit holder notifies the Board's Agent that all requirements of the permit which must be done prior to the commencement of work have been accomplished, and the permit holder is ready for the agent to perform the Initial Review.

Quarterly Review:

Quarterly Reviews must be performed by the Board's Agent following commencement of earth removal work. These reviews will include a field review and plan review to determine on-going compliance with the permit. The fee for each such review is due and payable to the Town three months after the commencement of earth removal on the lot and every three months thereafter for the duration of the permitted project.

Required Reviews and Fees:

The fee for each review (both Initial and Quarterly) is based on the size of the earth removal project as follows:

<u>SIZE OF PROJECT</u>	<u># OF HOURS</u>	<u>HOURLY RATE</u>	<u>FEE</u>
Up to 250,000 c.yds.	10	\$40	\$ 400
250,000-500,000 c.yds.	15	\$40	\$ 600
500,000-750,000 c.yds.	20	\$40	\$ 800
Over 750,000 c.yds.	40	\$40	\$1600

Permit Duration and Commencement of Removal:

The Board of Selectmen may issue a permit for up to three years duration. If the earth removal work and site restoration is not completed within the initial permit period, the Selectmen may vote to extend the permit for one additional year, not to exceed a total of four years. If the Permit expires, either because the three year period ends without completion of the project and the Selectmen do not extend the permit, or, in the event of a one-year extension, the full four year period ends without completion of the project, the Permit Holder/Applicant just reapply to the Board, in the same manner as an Initial Application for a permit to complete the project. A public hearing will be held on the application, and notices to abutters will be required. The applicant must meet all By-law and regulation requirements in effect at the time of reapplication for a new permit.

If the permit period expires and work is not completed and the Permit Holder/Applicant does not reapply or is denied a permit on reapplication, the Board may elect to call any performance bond and use the proceeds to restore the area to a safe conditions, replace topsoil and seed the area.

Following the Initial Review by the Board's Agent, the Agent will file a written report with the Board of Selectmen. If the Agent reports that all permit conditions and restrictions which must be performed prior to commencement of removal have been

accomplished, the Board's Agent will notify the Board of the authorized date of Initial Removal. Said date will become the date of the commencement of earth removal for purposes of determining the duration of the Permit.

If actual earth removal does not commence within six months of the signing of the Earth Removal Order of Conditions by the Selectmen, the date of commencement of earth removal for purposes of determining the duration of the permit will revert to the date of the signing of the Earth Removal Order of Conditions.

COMPLAINCE REVIEW FORM

Standard Conditions:

Special Conditions:

Maintenance of:

- Buffers
- Signs
- Fences
- Slopes
- Dust Control
- Erosion Control

Complaints, if any, including date:

- Corrective action, if any, on complaints

Phone Contact to Abutters:

Construction in Compliance with Plan:



McMAHON ASSOCIATES
300 Myles Standish Boulevard | Taunton, MA 02780
p 508-823-2245 | f 508-823-2246
www.mcmtrans.com

May 27, 2014

Mr. Charles Cristello
Town of Middleborough
Town Hall
10 Nickerson Avenue
Middleborough, MA 02346

PRINCIPALS
Joseph W. McMahon, P.E.
Joseph J. DeSantis, P.E., PTOE
John S. DePalma
William T. Steffens
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE

ASSOCIATES
John J. Mitchell, P.E.
Christopher J. Williams, P.E.
John F. Yacapsin, P.E.
R. Trent Ebersole, P.E.

RE: Bid Evaluation for Parking Lot Expansion Middleborough Council on Aging

Dear Mr. Cristello:

On Tuesday, May 20, 2014 at 2:00 PM, McMahon Associates conducted the bid opening for the Parking Lot Expansion Project for the Middleborough Council on Aging facility.

We received a total of five bids ranging in price from \$84,904 to \$113,720. The lowest responsible bid was submitted by Rochester Ventures Inc. at a total price of \$84,904. A unit price bid analysis for the three lowest bidders is attached.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Gary R. McNaughton', written in a cursive style.

Gary R. McNaughton, P.E., PTOE
Vice President & General Manager

**Parking Lot Expansion
Middleborough Council on Aging
Bid Analysis**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate		Lowest Bidder Rochester Ventures Inc.		Second Lowest Bidder Barbato Construction Co. Inc.		Third Lowest Bidder Mass Pavement Reclamation Inc.		
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
				103	TREE REMOVED - DIAMETER UNDER 24 INCHES	EA	2	\$ 750.00	\$ 1,500.00	\$ 287.50	\$ 575.00	\$ 350.00
104	TREE REMOVED - DIAMETER 24 INCHES AND OVER	EA	3	\$ 1,400.00	\$ 4,200.00	\$ 575.00	\$ 1,725.00	\$ 500.00	\$ 1,000.00	\$ 350.00	\$ 1,050.00	
120.1	UNCLASSIFIED EXCAVATION	CY	470	\$ 25.00	\$ 11,750.00	\$ 18.50	\$ 8,695.00	\$ 20.00	\$ 9,400.00	\$ 11.70	\$ 5,499.00	
151	GRAVEL BORROW	CY	300	\$ 35.00	\$ 10,500.00	\$ 46.46	\$ 13,938.00	\$ 40.00	\$ 12,000.00	\$ 23.40	\$ 7,020.00	
170	FINE GRADING AND COMPACTING SUBRAGE AREAS	SY	1450	\$ 1.50	\$ 2,175.00	\$ 1.15	\$ 1,667.50	\$ 2.00	\$ 2,900.00	\$ 2.35	\$ 3,407.50	
220	DRAINAGE STRUCTURE ADJUSTED	EA	1	\$ 300.00	\$ 300.00	\$ 977.00	\$ 977.00	\$ 1,000.00	\$ 1,000.00	\$ 585.00	\$ 585.00	
358	GATE BOX ADJUSTED	EA	1	\$ 150.00	\$ 150.00	\$ 345.00	\$ 345.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	
460	HOT MIX ASPHALT	TON	260	\$ 150.00	\$ 39,000.00	\$ 120.15	\$ 31,239.00	\$ 135.00	\$ 35,100.00	\$ 140.00	\$ 36,400.00	
701	CEMENT CONCRETE SIDEWALK	SY	5	\$ 50.00	\$ 250.00	\$ 184.00	\$ 920.00	\$ 200.00	\$ 1,000.00	\$ 280.00	\$ 1,400.00	
*718.1	FLAGPOLE REMOVED AND RESET	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,495.00	\$ 4,485.00	\$ 2,000.00	\$ 6,000.00	\$ 820.00	\$ 2,460.00	
765	SEEDING	SY	100	\$ 2.00	\$ 200.00	\$ 9.20	\$ 920.00	\$ 18.00	\$ 1,800.00	\$ 1.00	\$ 100.00	
832	WARNING-REGULATORY AND ROUTE MARKER - ALUM. PANEL (TYPE A)	SF	25	\$ 10.00	\$ 250.00	\$ 18.40	\$ 460.00	\$ 40.00	\$ 1,000.00	\$ 23.40	\$ 585.00	
847.1	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	EA	8	\$ 100.00	\$ 800.00	\$ 143.75	\$ 1,150.00	\$ 120.00	\$ 960.00	\$ 175.00	\$ 1,400.00	
860.06	4 INCH REFLECTORIZED WHITE LINE (PAINTED)	FT	700	\$ 1.00	\$ 700.00	\$ 0.75	\$ 525.00	\$ 0.80	\$ 560.00	\$ 2.00	\$ 1,400.00	
860.12	12 INCH REFLECTORIZED WHITE LINE (PAINTED)	FT	120	\$ 1.50	\$ 180.00	\$ 2.15	\$ 258.00	\$ 2.20	\$ 264.00	\$ 7.00	\$ 840.00	
*999.1	LIGHT POLE WITH SINGLE LUMINAIRE	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 5,204.00	\$ 10,408.00	\$ 4,600.00	\$ 9,200.00	\$ 7,000.00	\$ 14,000.00	
*999.2	INSTALL DOUBLE LUMINAIRE ON EXISTING LIGHT POLE	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,242.00	\$ 2,484.00	\$ 1,050.00	\$ 2,100.00	\$ 4,500.00	\$ 9,000.00	
*999.3	STATUE REMOVED AND RESET	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,782.00	\$ 1,782.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	
*999.4	BIRDHOUSE REMOVED AND RESET	EA	1	\$ 100.00	\$ 100.00	\$ 350.00	\$ 350.00	\$ 150.00	\$ 150.00	\$ 500.00	\$ 500.00	
*999.5	LANDSCAPE ALLOWANCE	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
					SUBTOTAL	\$ 92,555.00						
					15% CONTINGENCY	\$ 13,883.25						
					TOTAL	\$ 106,438.25	TOTAL	\$ 84,904.00	TOTAL	\$ 89,134.00	TOTAL	\$ 89,646.50
					SAY	\$ 107,000						

Jacqueline Shanley

From: Jane Kudcey
Sent: Tuesday, May 27, 2014 3:25 PM
To: Jacqueline Shanley
Cc: Charles Cristello
Subject: BOS Meeting June 2
Attachments: Affordable Housing Restriction 36 West Grove St..pdf; Memo-SRPEDD Technical Assistance B.doc

Hi Jackie,

Would you please put me on the BOS meeting for the following 2 items:

- 1) The OECD is requesting that the Board approve the Chair to sign the Cooperative Agreement with SRPEDD to provide technical assistance to Middleborough on the Move to update the current Housing Production Plan, mapping of potential sites and affordable housing implementation strategies.
- 2) The OECD is requesting that the Board approve the Chair to sign an affordable housing restriction on the property at 36 West Grove St., which is being repaired through the FY2013 Fairhaven-Middleborough Housing Rehab Program.

I am attaching scans of these 2 documents and I will drop off the original of the Affordable Housing Restriction for Allin to sign.

**TOWN OF MIDDLEBOROUGH
SOUTH COAST RAIL TECHNICAL ASSISTANCE**

This Cooperative Agreement made as of this _____ day of _____, by and between the Town of MIDDLEBOROUGH and the Southeastern Regional Planning & Economic Development District (SRPEDD);

WITNESS TO:

WHEREAS the Town of Middleborough has requested that SRPEDD work with the town to identify and create a plan to implement zoning tools to promote affordable housing production.

WHEREAS SRPEDD has agreed to allocate a portion of its South Coast Rail Technical Assistance grant from the Commonwealth of Massachusetts for this purpose; and,

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

1. **SCOPE OF SERVICES:** The services to be performed by SRPEDD and the Town of Middleborough under this Cooperative Agreement are detailed in Attachment A.
2. **TIME OF PERFORMANCE:** The services to be performed under the Cooperative Agreement shall commence on December 15, 2013 and all services required hereunder shall be performed on or before December 31, 2014.
3. **PAYMENT:** The total cost of the services to be performed by SRPEDD shall not exceed \$20,000. These funds will come from SRPEDD's South Coast Rail Technical Assistance account and shall be performed at no cost to the Town of Middleborough.

Representing Middleborough:

Representing SRPEDD

Board of Selectmen, Chair

Stephen C. Smith, Executive Director

ATTACHMENT A
Town of Middleborough
South Coast Rail Technical Assistance
Scope of Services

Date Announced: October 16, 2013
Completion Date: December 31, 2014
Technical Assistance: [Maximum of] \$20,000

SUMMARY OF REQUEST

Middleborough requests SRPEDD's assistance to review with the town its current (2005) and proposed (2011) Housing Production Plan (HPP) including the planned production and implementation strategies to promote affordable housing; assist with identifying new affordable housing initiatives including the creation of additional strategies for implementation; and, assist with the identification of potential sites for development/redevelopment in addition to those already identified in the HPP.

WORK PROGRAM

SRPEDD shall complete the following tasks:

1. Review with the town on current tools to promote affordable housing.

- SRPEDD staff will review the current Town of Middleborough Housing Production Plan (HPP) to become familiar with the town's housing needs and implementation strategies for meeting these needs.
- SRPEDD will coordinate with the Middleborough Planning Board and Planning Department on planning and zoning priorities as they relate to affordable housing as well as the Town's affordable housing initiatives.
- SRPEDD staff will compile information on the state's new housing initiatives and its goals for developing 10,000 multi-family housing units per year.
- SRPEDD staff will assist the Middleborough At Home (MAH) committee to become familiar with implementation strategies for the HPP and the state housing initiatives and strategies to promote affordable housing.
 - SRPEDD staff will arrange for Department of Housing and Community Development to attend a committee meeting and give an overview of its housing initiatives.
 - SRPEDD staff will review the details of the HPP's implementation strategies and the state's new initiative requirements with the MAH so that they can be very familiar with each initiative and understand the benefits and requirements of each.

2. Assist with the evaluation of the 2011 HPP implementation strategies and state initiatives with MAH to determine which measures may be appropriate for adoption in Middleborough

- Review goals of each initiative and implementation strategy requirements to determine which lines up with housing needs and goals of the community.
- Identify which initiative(s) would be the most appropriate for the Town and have the greatest chance of implementation in Middleborough.
- Once MAH determines the initiative(s) and or strategies with which they would like to progress, SRPEDD will draft a description of the initiatives and strategies in a compatible format for inclusion in the HPP draft plan. **SRPEDD staff will assist** with identification of potential sites for development/redevelopment by providing technical support to MAH as they identify potential sites and evaluate site suitability and impact. This will include GIS mapping of parcels and related data.

3. SRPEDD staff will assist with the drafting of zoning and/or completion of program applications necessary for the implementation of existing HPP strategies and new state initiative as identified by the Town.

The TOWN OF MIDDLEBOROUGH shall complete the following tasks:

- The Town of Middleborough, through MAH, will arrange all meetings, including those with representative(s) of Middleborough Departments or Boards as required and provide meeting times, locations, create an agenda and post any meetings with the town clerk, as required.
- The Town of Middleborough will provide necessary data as needed from the town.
- The Town of Middleborough will provide a copy of the Middleborough Housing Production Plan to SRPEDD or any current draft that may be underway.

Deliverables:

- Description of new State housing initiative information formatted to be inserted into the Town's 2011 Draft HPP.
- Attendance by DHCD staff person at a MAH meeting.
- Map of potential HPP Implementation Strategy sites and New State Initiative sites. (Documents to include the .pdfs for all graphics as well as the GIS files including data, geodata base and/or shape files. **SRPEDD will forward these GIS files to the Middleborough IT Department and AppGeo for inclusion in the Town's GIS System.**)
- Draft of zoning bylaw(s) and/or program applications.
- A copy of the electronic version of documents in Microsoft Word and PDF format on cd/dvd.
- Attendance at a maximum of six (6) meetings by SRPEDD staff.

Additional copies of maps and documents are available for the following fees:

11" x 17" color maps:	\$10 each
'D' size (22" x 34") maps:	\$30 each
'E' size (34" x 44") maps:	\$40 each
Documents:	10 cents per page

FAIRHAVEN-MIDDLEBOROUGH HOUSING REHABILITATION PROGRAM
AFFORDABLE HOUSING RESTRICTION

Wayne Besegai and Rita Besegai under declaration of trust dated 12 May, 2003, recorded with the Plymouth County Registry of Deeds in Book 2449, Page 335, with an address of 2 Vincent St. (the "Borrower"), grants with quitclaim covenants to The Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, having a mailing address of 100 Cambridge, Suite 300, Boston, Massachusetts 02114, its successors and permitted assigns ("DHCD"), and to the Town of Middleborough, having a mailing address at 10 Nickerson Ave., Middleborough MA, Massachusetts 02346 (the "Municipality"), exclusively for the purpose of ensuring retention of housing for occupancy by low and moderate income persons and families, the following described Affordable Housing Restriction on a parcel of land at 36 West Grove St., located in Middleborough, Massachusetts, said parcel being more particularly described in Exhibit A attached hereto (the "Premises").

RECITALS

A. The Borrower intends to renovate or construct and develop the building(s) on the Premises in order to provide for one unit of rental housing (the "Project"), of which not less than one unit (the "Mass CDBG Units") shall be leased to Low and Moderate Income Households (as defined below) in accordance with the terms of this Affordable Housing Restriction.

B. The Municipality is providing a loan to the Borrower as financial assistance for the Project, which loan is funded with the proceeds of a grant to the Municipality from DHCD under the Community Development Block Grant program (the "Mass CDBG Program"), utilizing Community Development Block Grant ("CDBG") funds of the United States Department of Housing and Urban Development ("HUD") pursuant to 24 C.F.R. Part 570 (the "CDBG Regulations").

RESTRICTION

NOW, THEREFORE, for valuable consideration received, the Borrower grants this Affordable Housing Restriction to the Municipality and DHCD, upon the following terms, in accordance with G.L. c. 184, §§31-33 and as otherwise authorized by law:

1. The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as affordable housing for occupancy by low and moderate income persons or families.
2. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises for a term of 15 years following completion of the Project (as defined below), which shall in no event occur later than two months after the date hereof, binding upon the Borrower's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Borrower, and (iii) shall bind the Borrower and its successors and assigns (and the benefits shall inure jointly and severally to DHCD and the Municipality and to any past, present or prospective tenant of the Premises). The Borrower acknowledges that it has received assistance from the Municipality in developing the Premises as affordable rental housing, which assistance includes a loan from the Municipality funded with the proceeds of an award to the Municipality from DHCD under the Mass. CDBG Program. This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.
3. The Premises shall be used only for the Project. The Borrower shall construct and operate the Project in accordance with the plans and specifications, financial projections, and marketing and management plans approved by the Municipality and DHCD. Each unit in the Project, except for Single Room Occupancy Units, shall contain complete facilities for living, sleeping, eating, cooking and sanitation, which are to be used on other than a transient basis. Each unit in the Project shall comply with all applicable federal, state and local health, safety, building, environmental and other laws, codes, ordinances and regulations, including without limitation those relating to the operation of adaptable and accessible housing for the handicapped, those relating to the removal of lead-based paint and other environmental hazards, and the housing quality standards set forth in the HUD regulations at 24 C.F.R. §882.109 or any successor thereto.
4. (a) During the term of this Affordable Housing Restriction, the single unit in the Project shall be leased exclusively to persons or families whose annual incomes are less than

eighty percent (80%) of the median income for the Area (as defined below) ("Low and Moderate Income Households") based on family size as determined by HUD. The "Area" is defined as the Brockton, MA HMFA. A Household's annual income shall be the anticipated total income from all sources received by the Household's head and spouse (even if temporarily absent) and by each additional member of the Household (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. section 5.609 (or any successor regulations).

(b) Additionally, the monthly rent charged to tenants of the CDBG Units in the Project shall not exceed the lesser of:

(i) The fair market rent for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 C.F.R. §888.111 (or successor regulations), less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant; or

(ii) An amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals sixty-five percent (65%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the federal Home Investment Partnerships Program (the "HOME Program")) of the median income for the Area, as determined by HUD, with adjustment for the number of bedrooms in the unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause (ii), the Borrower shall subtract from the above amount an allowance for any utilities and services (excluding telephone) to be paid by the resident. Monthly adjusted income shall equal one-twelfth of adjusted income. Adjusted income shall be as defined in 24 C.F.R. Section 5.609 (or any successor regulation thereto) using assumptions provided by HUD.

(c) If at any time less than the required percentage of units in the Project are leased, rented or occupied by Low and Moderate Income Households as a result of increases in the incomes of existing tenants, the next available units shall all be leased, rented or otherwise made available to Low and Moderate Income Households until the required percentage of units occupied by Low and Moderate Income Households is again obtained. In addition to the foregoing, a Household which no longer qualifies as a Low or Moderate Income Household as a result of increased income must pay as monthly rent the lesser of (x) the maximum amount payable by the Household under the laws of the Municipality or The Commonwealth of

Massachusetts or (y) thirty percent (30%) of the Household's monthly adjusted income (as defined above) as recertified annually.

5. The Borrower represents, warrants and covenants that the determination of whether a Household meets the income requirements set forth herein shall be made by Borrower at the time of leasing each Mass CDBG Unit in the Project and thereafter at least annually on the basis of the current income of such Household. Borrower shall maintain as part of its Project records copies of all leases of Mass CDBG Units in the Project and all initial and annual income certifications by tenants of the Mass CDBG Units. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Municipality annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Household occupying a Mass CDBG Unit at the Project. With respect to Households who moved to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Households at the time of their initial occupancy at the Project. The annual reports shall be in a form approved by the Municipality and shall contain such supporting documentation as the Municipality shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to the Municipality such additional reports as DHCD or the Municipality may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the Mass CDBG Program, including without limitation all information required for the Quarterly Activity Reports to be filed by the Municipality within ten (10) days after the end of each calendar quarter and for the Close-Out Report to be filed by the Municipality upon completion of the Project, each as required by the Massachusetts CDBG Program.

6. Prior to initial occupancy of the Project and annually thereafter as part of the annual reports required under Section 5 above, Borrower shall submit to the Municipality a proposed schedule of monthly rents and monthly allowances for utilities and services for all CDBG Units in the Project. The rent schedule shall include both the maximum rents applicable to units under Subsection 4(b) above as well as the actual rents to be charged to over-income Households under Subsection 4(c) above. Such schedule shall be subject to the approval of the Municipality for compliance with the requirements of Section 4 above. After approval of a schedule of rents and allowances by the Municipality, rents shall not be increased without the Municipality's prior written approval of either (x) a specific request by Borrower for a rent increase or (y) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Borrower to all affected tenants.

7. (a) The Borrower shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, sexual preference, national origin or any other basis prohibited by law in

the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. The Borrower shall not discriminate against, or refuse to lease, rent or otherwise make available units in the Project to, a holder of a certificate under the Federal Rental Certificate Program or a rental voucher under the Federal Rental Voucher Program (24 C.F.R. Part 982) or a holder of a comparable document evidencing participation in any state or federal tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate, rental voucher or comparable tenant-based assistance document.

(b) The Borrower shall adopt and submit to Lender for approval resident selection policies and criteria acceptable to Lender that:

(i) Are consistent with the purpose of providing housing for Low and Moderate Income Households, as defined above and required herein;

(ii) Are reasonably related to income eligibility of prospective tenants and to the prospective tenants' ability to perform the obligations of the Borrower's form lease;

(iii) Provide for (x) the selection of residents from a written waiting list in the chronological order of their application, insofar as practicable and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Borrower shall also provide the Municipality and DHCD with an affirmative marketing plan acceptable to the Municipality and DHCD. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders and with any DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. For projects located in the Boston PMSA, the Borrower shall notify the City of Boston's Metrolist (Metropolitan Boston Housing Opportunity Clearance Center) of the availability of any Mass CDBG Unit. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect.

8. The Borrower shall not include in any lease for a Mass CDBG Unit in the Project any of the following provisions:

(a) Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Borrower in a lawsuit brought in connection with the lease.

(b) Agreement by the tenant that the Borrower may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the

tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The Borrower may dispose of such personal property in accordance with state law.

(c) Agreement by the tenant not to hold the Borrower or the Borrower's agents legally responsible for any action or failure to act, whether intentional or negligent.

(d) Agreement of the tenant that the Borrower may institute a lawsuit without notice to the tenant.

(e) Agreement by the tenant that the Borrower may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

(f) Agreement by the tenant to waive any right to a trial by jury.

(g) Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

(viii) Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Borrower against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Mass CDBG Units in the Project shall be for terms of not less than one (1) year, unless by mutual agreement between the tenant and Borrower, and shall require tenants to provide information required for the Borrower to meet its reporting requirements hereunder. Borrower may not terminate the tenancy or refuse to renew the lease of an occupant of the Project except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; or (iii) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by Borrower's service on the tenant of a written notice specifying the grounds for the action.

9. The Borrower shall not permit the use and occupancy of any CDBG Unit for any purpose other than rental to an eligible tenant in accordance with Section 4 above. The Borrower may not sell, transfer, mortgage or exchange all or any portion of the Project, and shall not transfer or pledge in the aggregate a majority of the beneficial ownership or control of the Borrower, without the prior written consent of the Municipality, which consent may be granted or withheld in their sole judgment, in accordance with DHCD polity.

10. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Municipality, which consent may be granted or withheld in their sole judgment, in accordance with DHCD policy. The Borrower shall not permit the use of any residential unit in the Project for any purpose other than rental housing.

11. The Borrower represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, the Borrower (subject to the approval of the lender(s) which will provide the financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.

12. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal and state laws and regulations, including but not limited to compliance with Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq), the regulations of HUD at 24 C.F.R. 570 Subpart I and 24 C.F.R. Part 85, all regulations, guidelines and directives established by DHCD for the Massachusetts Community Development Block Grant Program, and all other regulations incorporated therein by reference, including without limitation all requirements related to the following:

- (a) the relocation, if any, of tenants or other occupants of the Premises;
- (b) the assurance of equal opportunity and non-discrimination on the basis of race, color, national origin, sex, age, handicap, religion, or religious preference, including without limitation affirmative marketing and fair housing requirements;
- (c) compliance with all Federal Labor Standards, affirmative action requirements, wage requirements under the Davis-Bacon Act, and exclusion of debarred or suspended contractors, with respect to construction on the Premises, to the extent applicable;
- (d) compliance with all applicable federal and state procurement requirements;
- (e) the assembly and maintenance of all records required to be maintained by the CDBG and CDBG Regulations, and the obtaining of any annual, quarterly or periodic certifications and other information required in connection with the Mass

CDBG Program, including any required monitoring of incomes, rents, property values, and status as a primary residence;

- (f) performance of any audits required by HUD or DHCD, provision of access to all records and properties as to which HUD or DHCD requires such access, and repayment of any non-eligible expenditures required by HUD or DHCD as a result of any audit;
- (g) compliance with all applicable Uniform Administrative Requirements;
- (h) inspection of the Premises to assure their compliance with the HUD Housing Quality Standards, and all applicable state and local codes, environmental review requirements (including lead paint requirements), the Americans with Disabilities Act of 1990, and all reports and certifications required with respect thereto;
- (i) compliance with all applicable requirements to make training and employment opportunities available to low and moderate income persons living in the community where the Premises are located, and to make contracting opportunities available to businesses located in such community;
- (j) determination that the Project complies with all applicable requirements as set forth in the Regulations.
- (k) compliance with all applicable state and federal conflict-of-interest laws and regulations.

13. (a) Borrower hereby grants to the Municipality and DHCD and their respective duly authorized representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction or any other agreement between Borrower and the Municipality or DHCD, and

(b) after 30 days prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Affordable Housing Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.

(c) The Borrower and the Municipality each agree to give to DHCD written notice of any default, violation or breach of the terms and conditions of this Agreement, within seven days after first discovering such default, violation or breach. Whether or not such notice is given,

DHCD shall have the right to enforce this Affordable Housing Restriction and to exercise all rights and remedies (whether at law or in equity) available to it hereunder or under applicable law.

14. The rights hereby granted shall include the right of both the Municipality and DHCD, or either of them acting alone, to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Municipality and DHCD 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 the Municipality and DHCD. Borrower covenants and agrees to reimburse the Municipality and DHCD all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, neither the Municipality nor DHCD undertakes any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall to any extent be held invalid, the remainder shall not be affected.

15. The Municipality and DHCD each is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Borrower on behalf of itself and its successors and assigns appoints the Municipality and DHCD (either of which may act alone) its attorneys-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Borrower and its successors and assigns agrees to execute any such instruments upon request. The benefits of this Affordable Housing Restriction shall be in gross and shall be assignable by the Municipality (subject to the approval of DHCD) and by DHCD. The Borrower and the Municipality intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

16. (a) Notwithstanding anything herein to the contrary, but subject to the provisions of this Section, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental lender shall acquire the Premises by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Premises in lieu of foreclosure, and provided that the holder of such mortgage

has given the Municipality and DHCD not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Premises in lieu of foreclosure to attempt to structure a workout or other arrangement to avoid such foreclosure, conveyance in lieu of foreclosure, or similar remedial action and the Municipality or DHCD has failed within such sixty (60) days to locate a purchaser for the Premises who is capable of operating the Premises for the uses permitted under this Affordable Housing Restriction and who is reasonably acceptable to such mortgage holder, then except as provided below, the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Premises or to any purchaser of the Premises from such mortgage holder, and such Premises shall, subject to Paragraph (b) below, thereafter be free from all such rights and restrictions. Notwithstanding the foregoing, the rights and restrictions contained herein shall terminate only to the extent it is financially infeasible to maintain the level of affordability required by this Affordable Housing Restriction or some lesser level of affordability (i.e., fewer CDBG Units or CDBG Units affordable to persons or families with higher annual incomes than those required by this Affordable Housing Restriction). "Financially infeasible" shall mean (i) with respect to the operation of the Premises, that the rent and other income from the Premises is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Premises and (ii) with respect to a sale of the Premises, that the restrictions would prevent (or be reasonably projected to prevent) the senior mortgage holder from recovering all amounts due and owing with respect to its financing of the Premises, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. Financial infeasibility shall be determined by the senior mortgage holder in its reasonable discretion after consultation with the Municipality and DHCD. The senior mortgage holder shall notify the Municipality and DHCD of the extent to which the rights and restrictions contained herein shall be terminated and the Borrower agrees to execute any documents required to modify this Affordable Housing Restriction to conform to the senior mortgage holder's determination. The Borrower hereby irrevocably appoints any senior mortgage holder and each of the Municipality and DHCD, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Borrower should the Borrower fail or refuse to do so.

(b) The rights and restrictions contained herein shall not lapse if the Premises are acquired through foreclosure or deed in lieu of foreclosure by (i) Borrower, (ii) any person with a direct or indirect financial interest in Borrower, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Premises are subsequently acquired by a Related Party during the period in which this Affordable Housing Restriction

would have remained in effect but for the provisions of this Section, this Affordable Housing Restriction shall be revived and shall apply to the Premises as though it had never lapsed.

(c) In the event such holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Premises are sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Premises plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Municipality (on behalf of DHCD) in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Municipality pursuant to this Section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Municipality by such holder, the Municipality shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Municipality in accordance herewith, provided that such holder shall give the Municipality prompt notice of any such claim and shall not object to intervention by the Municipality in any proceeding relating thereto). To the extent the Borrower possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the full extent permissible by law, the Borrower hereby assigns its interest in such amount to said holder for payment to the Municipality.

17. This Affordable Housing Restriction is intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law. The Borrower hereby agrees that any and all requirements of the laws of The Commonwealth of Massachusetts to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land. The Borrower represents and warrants that all persons having any interest in the Project, including without limitation the holders of all outstanding mortgages of the Premises, have consented to this Agreement and subordinated their interests in the Premises to this Agreement.

18. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter

executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.

19. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

Wayne Besegai
Rita Besegai
2 Vincent Ave.
Middleborough, MA 02346

If to the Municipality:

Town Of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346

If to DHCD:

Attention: Office of the Chief Counsel
Department of Housing and Community Development
100 Cambridge Street
Boston, MA 02114

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

20. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of both the Municipality and DHCD.

No documentary stamps are required as this Affordable Housing Restriction is not being purchased by the Lender.

Executed under seal this 9th day of May, 2014.

Wayne B. Besegai
Wayne B. Besegai

Rita E. Besegai
Rita E. Besegai

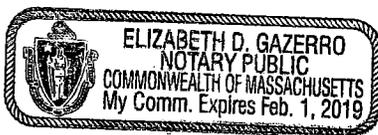
Title: Property Owner

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Plymouth, ss.

May 9, 2014

On this 9th of May, 2014, before me, the undersigned notary public, personally appeared the above named Wayne Besegai and Rita Besegai, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person (s) whose name(s) is/are signed on the preceding page or attached document, and acknowledged to me that they signed it for its for its stated purpose and was their free act and deed.



Elizabeth D. Gazerro
Notary Public

My commission expires: 2/1/19

ACCEPTANCE BY MUNICIPALITY OF GRANT

The above Affordable Housing Restriction is accepted this _____
day of _____, 20____.

CITY/TOWN OF Middleborough

By: _____

Name: Allin Frawley

Title: Chairman, Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Plymouth, ss. _____, 2014

On this _____ day of _____, 2014 before me, the undersigned notary public, personally appeared the above named proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person (s) whose name(s) is/are signed on the preceding page or attached document, and acknowledged to me that they signed it for its for its stated purpose and was their free act and deed.

Notary Public

My commission expires: _____

**ACCEPTANCE BY COMMONWEALTH OF
AFFORDABLE HOUSING RESTRICTION**

The above Affordable Housing Restriction dated _____, 20____, made and declared by _____, recorded with the _____ Registry of Deeds in Book _____ Page _____, or filed with the _____ Registry District of the Land Court as Document No. _____ noted on Certificate of Title No. _____, with respect to land in the City/Town of _____, as more fully described in Exhibit A to said Affordable Housing Restriction, is accepted and approved this _____ day of _____, 20____.

**THE COMMONWEALTH OF MASSACHUSETTS
ACTING BY AND THROUGH THE DEPARTMENT
OF HOUSING AND COMMUNITY DEVELOPMENT**

By: _____
Aaron Gornstein, Undersecretary

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss. _____, 20____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary public
Print Name:
My Commission Expires:

My Commission Expires:

EXHIBIT A - Property Description

The land in Middleborough, situated on the Southwesterly side of West Grove Street, with the buildings thereon, bounded and described as follows:

Beginning at a State highway bound in the southwesterly side line of said street marking the beginning of the curve to the right; thence in line of the long chord of said curve about South 49° East 41.37 feet to a stake for a corner; thence in line of my remaining land South 41° 13' West 160.5 feet to a stake for a corner in line of land formerly of Joseph T. Wood; thence in said Wood's Line North 49° 10' West about 60.8 feet to land formerly of George A. Card; thence in line of said Card's land about North 40° 16' East about 159.8 feet to said West Grove Street; thence in line of said street South 52° 03' East about 21.65 feet to said highway bound and the point of beginning, also all the land I own lying between the line first described above the said West Grove Street.

**Response to:
Request for Proposals
Town of Middleborough**

**Renewal of Lease Space for Wireless Communication
Facility in Middleborough Town Hall**

**10 Nickerson Avenue (Map 50P Lot 6189)
Middleborough, MA**

**Submitted To:
Town of Middleborough
Board of Selectman's Office
10 Nickerson Avenue
Middleborough, MA 02346**

**Submitted By: T-Mobile Northeast LLC
d/b/a**

T-Mobile

**15 Commerce Way, Suite B
Norton MA 02766**

April 18, 2014

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Site Development Experience – New England Region
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Section I



15 Commerce Way, Norton, MA 02766

April 18, 2014

Town of Middleborough
Board of Selectman's Office
10 Nickerson Avenue
Middleborough, MA 02346

RE: **T-Mobile Northeast LLC (A Wholly Owned Subsidiary of T-Mobile USA, Inc.)
Lease of Municipal Property-Town of Middleborough
Wireless Communication Facility-10 Nickerson Avenue, (Map 50P, Lot 6189) Middleborough, MA**

Dear Members of the Board:

In response to your recent Request for Proposals (RFP), T-Mobile Northeast LLC is pleased to present for your consideration the following proposal for the lease of space at the property located at 10 Nickerson Avenue (Map 50P, Lot 6189) Middleborough, MA.

T-Mobile has been a tenant at the above mentioned location since 2004, by way of a Lease Agreement entered into on March 17, 2004 between the Town of Middleborough and Omnipoint Holdings, Inc. (predecessor in interest to T-Mobile Northeast LLC) which expires on April 7, 2014. T-Mobile values its relationship with the Town of Middleborough and would like to continue to occupy property.

Company Information:

T-Mobile Northeast LLC (T-Mobile) is the named licensee for FCC awarded Personal Communication Services for all of New England and is registered to conduct business in each New England State. In this context, T-Mobile has full legal authority to tender this offer and execute all associated site development documents. T-Mobile's communication service is built upon the use of the GSM operating system; one of the world's leading and most often employed operating systems. The history of T-MOBILE is noteworthy as the first company to inaugurate a true PCS network in New York, the largest single telecommunications market in the world, on November 14, 1996. T-MOBILE merged in March of 2000 with VoiceStream Wireless Corporation, a leading FCC licensed GSM wireless company servicing the West Coast and central portions of the nation. More recently, with a merger completed May 31, 2001 VoiceStream Wireless Corporation became a part of the Deutsche Telecom family of companies bringing to its customers a new level of integrated communications services on an international scale and now operates under T-Mobile, USA, Inc. The license coverage area created through this merger, as well as, additional mergers and license acquisitions makes T-Mobile USA, Inc. truly a national wireless carrier with the largest license covered population of all PCS carriers. The T-Mobile brand is marketed. Nationally bringing PCS wireless services from Hawaii to New England and points in between.

Basic Description of Proposed Installation:

T-Mobile currently has a wireless telecommunication facility installed within the cupola and on the second floor of the Town Hall located at 10 Nickerson Road, Middleborough, MA by way of a Lease Agreement which was entered into on March 17, 2004. T-Mobile does not plan to make any changes or alterations to the existing installation which consists of three (3) panel antennas installed behind the windows located in the cupola. The antennas will be connected via coax cabling equipment cabinets located within an equipment room within the Town Hall.

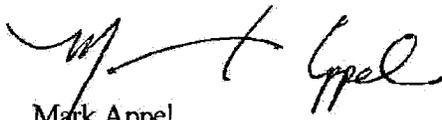
The site will be unmanned requiring only monthly maintenance visits and visits for repairs as may be required.

In addition to the supplemental information attached hereto, we would be pleased to provide you with any additional information needed to properly evaluate our proposal. In regards to this development proposal specifically, please feel free to contact:

Amy White
Wellman Associates, Inc.
P.O. Box 176
Orange, MA 01364
(978)-337-5210
amy.white@wellmanassociates.net

We look forward to working with you on this important project.

Sincerely,



Mark Appel
Area Director

Section II

Exhibit D

PROPOSAL FORM

Compensation to the Town for each year of the ten-year lease shall be:

Year No. 1	\$	<u>25,010.04</u>
Year No. 2	\$	<u>25,760.34</u>
Year No. 3	\$	<u>26,533.15</u>
Year No. 4	\$	<u>27,329.15</u>
Year No. 5	\$	<u>28,149.02</u>
Year No. 6	\$	<u>28,993.49</u>
Year No. 7	\$	<u>29,863.30</u>
Year No. 8	\$	<u>30,759.19</u>
Year No. 9	\$	<u>31,681.97</u>
Year No. 10	\$	<u>32,632.43</u>
Total	\$	<u>286,712.08</u>



Lease Proposal Submission

The Town of Middleborough has a strong consumer base for wireless services in terms of both its residential population and vehicular-based users. The existing wireless facility at 10 Nickerson Avenue serves the residential areas and surrounding roadways in Middleborough within the T-Mobile network. This condition is noteworthy in the context that our network coverage extends to many surrounding areas and customers increasingly expect seamless service.

T-Mobile agrees to the term proposed in Section 6 of the RFP which establishes an initial (10) ten-year lease term. As a nationwide communication utility, T-Mobile seeks to develop a network, which provides a long-term service delivery capability.

T-Mobile is currently occupying the subject lease offering spaced by way of a prior Agreement.

T-Mobile proposes to offer an annual rental amount of Twenty Five Thousand Ten and 04/100 Dollars (\$25,010.04) Dollars with a three (3%) percent annual increase. Given our current arrangement with the Town, T-Mobile is proposing to make annual rental payments rather than semi-annual rental payments as identified in Section 6.4 of the RFP.

Attached please find a copy of T-Mobile's standard Site Lease which T-Mobile would propose using as a basis for the Lease between the Town and T-Mobile. Given our existing relationship with the Town of Middleborough, T-Mobile Northeast LLC. is fully confident that the points of the Lease can be negotiated to create a mutually acceptable agreement.

Thank you in advance for your consideration.

STEEPLE LEASE

THIS STEEPLE LEASE (this "Lease") is by and between _____, a(n) _____ ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant").

1. Landlord hereby leases to Tenant that portion of certain space in the steeple of and within the building (the "Building") located on the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at _____, comprises approximately _____ square feet. Notwithstanding anything contained herein to the contrary, the Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and the installation of power, telephone and other utility service cables, but such items shall not be included in the calculation for the square footage comprising the Premises.

2. Term. The initial term of this Lease shall be ten (10) years commencing on full execution of the Lease (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Testing and Approvals.

During the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities, including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") (collectively, "Governmental Approvals"), including all land use and zoning permit applications. During the Initial Term and any Renewal Term of this Lease, Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property.

4. Rent. (a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, Twenty Five Thousand Ten and 04/100 dollars (\$ 25,010.40) annually ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and thereafter Rent will be payable annually in advance by the fifth day of the anniversary of the Commencement Date to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of the lease year, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant.

(b) During the Initial Term, the Rent shall be increased on each annual anniversary of the Commencement Date to an amount equal to one hundred three percent (103%) of the monthly Rent in effect immediately prior to the anniversary date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or

replacement of related facilities, including, without limitation, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection within the Building.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property, the Building or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises, the Building or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises, the Building and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other

venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant and Landlord each will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

(b) Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property.

(c) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(d) Subject to the property insurance waivers set forth in subsection 11(c), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(e) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(f) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

With a copy to:

T-Mobile Northeast LLC
c/o T-Mobile USA
12920 S.E. 38th Street
Bellevue, WA 98006
Attn. Lease Compliance
Site Number 4BS0712B

If to Landlord, to:

With a copy to:

Town of Middleborough
Board of Selectman
Town Hall-10 Nickerson Avenue
Middleborough, MA 02346

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises upon written notice to Landlord.

(b) Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant, except that any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be granted or withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment document and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

(c) Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and, as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and, as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by

delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

19. Marking and Lighting Requirements. Landlord acknowledges that it, and not Tenant, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with such requirements. Should Tenant be cited by either the FCC or FAA because the Building is not in compliance and, should Landlord fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Tenant may either terminate this Lease immediately on notice to Landlord or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from Rent otherwise payable under this Lease.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-MOBILE NORTHEAST LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT A
Legal Description

The Property is legally described as follows:

EXHIBIT B

**The location of the Premises within the Property (together with access and utilities)
is more particularly described and depicted as follows:**

EXHIBIT C
MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

A Steeple Lease (the "Lease") by and between _____, a(n) _____ ("Landlord") and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of ten (10) years and will commence on the date as set forth in the Lease (the "Commencement Date").

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD:

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: T-MOBILE NORTHEAST LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

[Landlord Notary block for a Corporation, Partnership, or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ [date] by _____
_____ [name of signator], as _____ [title] of
_____ [name of LL entity], a _____ [type of
entity], on behalf of said _____ [name of entity].

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

[Landlord Notary block for an Individual]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ [date] by _____
_____ [name of signator].

Dated: _____



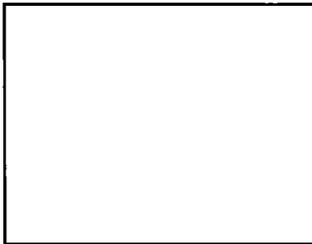
(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

[Landlord Notary block if Landlord is in Massachusetts]

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____ (source of identification) 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.

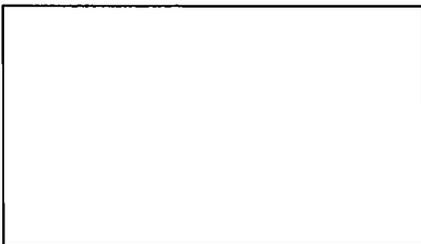


Notary Public
Print Name _____
My commission expires _____

[Notary block for Tenant]

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF BRISTOL)

On this _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were *personally known to me* to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

**Memorandum of Lease Exhibit A
Legal Description**

The Property is legally described as follows:

Exceptions to Insurance and Indemnification Requirements

T-Mobile Northeast LLC has reviewed the indemnification requirements in Section 5.4 and 9 of the Request for Proposals (RFP). The following terms have been identified for further review and negotiation:

The RFP is seeking T-Mobile to indemnify the Town for any damages arising from the construction or use of the facility. T-Mobile can only agree to indemnify the Town to the extent damages are caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by T-Mobile or the employees, agents, contractors, licensees, tenants and/or subtenants of T-Mobile, or a breach of any obligation of T-Mobile

T-Mobile Northeast LLC has reviewed the insurance requirements in Section 8 of the Request for Proposals (RFP). The following terms have been identified for further review and negotiation:

General Aggregate – T-Mobile cannot dedicate their aggregate solely to the Town.

Workers Compensation- T-Mobile's risk management department will require further review of Chapter 152 of the Mass General Laws prior to committing to comply with the requirements of the statute.

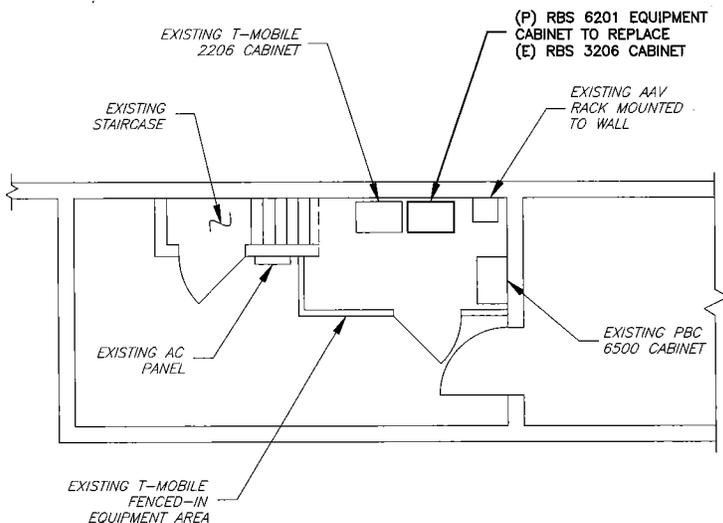
Section III



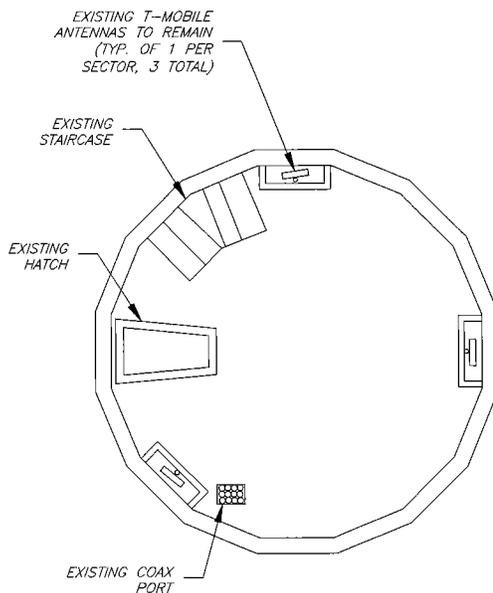
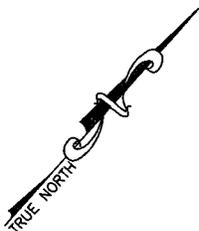
Basic Description of Installation

T-Mobile currently has a wireless telecommunication facility installed within the cupola and on the second floor of the Town Hall located at 10 Nickerson Road, Middleborough, MA by way of a Lease Agreement which was entered into on March 17, 2004. T-Mobile does not plan to make any changes or alterations to the existing installation which consists of three (3) panel antennas installed behind the windows located in the cupola. The antennas will be connected via coax cabling equipment cabinets located within an equipment room within the Town Hall.

The site will be unmanned requiring only monthly maintenance visits and visits for repairs as may be required. 24 hour/7 day emergency access will be required.



1 EQUIPMENT PLAN
 LE-1 SCALE: 1/8"=1'-0"



2 ANTENNA PLAN
 LE-1 SCALE: 1/8"=1'-0"

PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. LESSEE/LICENSEE IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. LESSEE/LICENSEE RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.

DEVELOPMENT CONTRACTOR SIGNATURE BLOCK:

LEASING: _____ DATE: ___/___/___
 ZONING: _____ DATE: ___/___/___
 RF: _____ DATE: ___/___/___
 CONSTRUCTION: _____ DATE: ___/___/___

DESIGN

4B



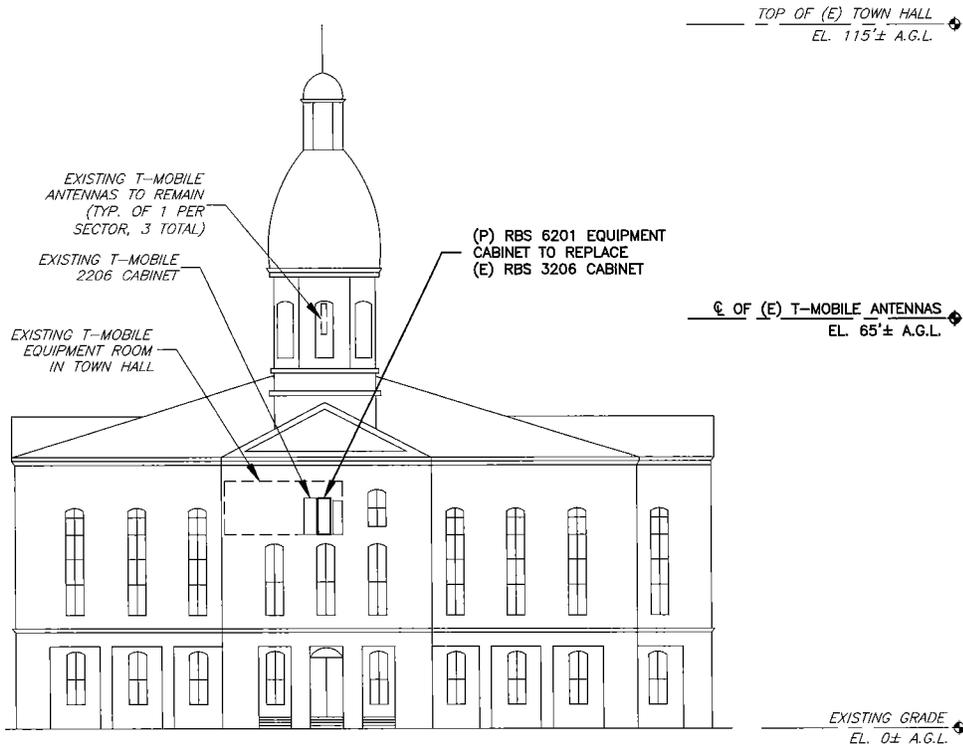
T-Mobile
 T-MOBILE NORTHEAST LLC
 15 COMMERCE WAY, SUITE B
 NORTON, MA 02786
 OFFICE: (508) 286-2700
 FAX: (508) 286-2893

4BS0712B
 MIDDLEBOROUGH TOWN HALL
 10 NICKERSON AVENUE
 MIDDLEBOROUGH, MA 02346

SUBMITTALS

A	03/31/13
B	04/10/13

SHEET 1 OF 2



1 ELEVATION
 1E-2 SCALE: 1/32"=1'-0"

PER FCC MANDATE, ENHANCED EMERGENCY (E911) SERVICE IS REQUIRED TO MEET NATIONWIDE STANDARDS FOR WIRELESS COMMUNICATIONS SYSTEMS. LESSEE/LICENSEE IMPLEMENTATION REQUIRES DEPLOYMENT OF EQUIPMENT AND ANTENNAS GENERALLY DEPICTED ON THIS PLAN, ATTACHED TO OR MOUNTED IN CLOSE PROXIMITY TO THE BTS RADIO CABINETS. LESSEE/LICENSEE RESERVES THE RIGHT TO MAKE REASONABLE MODIFICATIONS TO E911 EQUIPMENT AND LOCATION AS TECHNOLOGY EVOLVES TO MEET REQUIRED SPECIFICATIONS.

DEVELOPMENT CONTRACTOR SIGNATURE BLOCK:
 LEASING: _____ DATE: ___/___/___
 ZONING: _____ DATE: ___/___/___
 RF: _____ DATE: ___/___/___
 CONSTRUCTION: _____ DATE: ___/___/___

DESIGN
4B

NB&C
ENGINEERING
SERVICES, LLC.
 7390 COCA COLA DRIVE, SUITE 106
 HANOVER, MD 21076
 P: 410.712.7692

T-Mobile
 T-MOBILE NORTHEAST LLC
 15 COMMERCE WAY, SUITE B
 NORTON, MA 02786
 OFFICE: (508) 286-2700
 FAX: (508) 286-2893

4BS0712B
 MIDDLEBOROUGH TOWN HALL
 10 NICKERSON AVENUE
 MIDDLEBOROUGH, MA 02346

SUBMITTALS	
A	03/31/13
B	04/10/13
SHEET 2 OF 2	

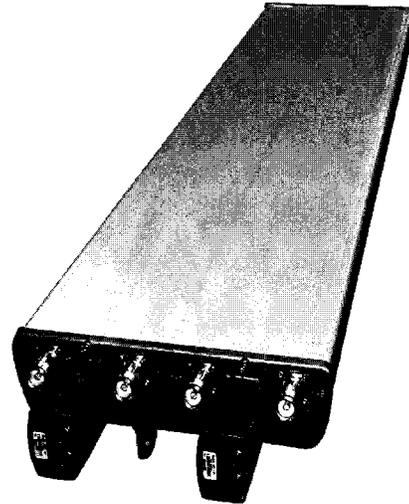


Optimizer® Panel Dual Polarized Antenna equipped with (2) ACU motors

Product Description

Gathering two X-Polarized antennas in a single radome this pair of variable tilt antenna provides exceptional suppression of all upper sidelobes at all downtilt angles. It also features a wide downtilt range with optional remote tilt.

This antenna is optimized for performance across the entire AWS frequency band (1710-2170 MHz). The antenna comes pre-connected with the antenna control unit (ACU).



Features/Benefits

- Variable electrical downtilt - provides enhanced precision in controlling intercell interference. The tilt is infield adjustable 0-10 deg.
- High Suppression of all Upper Sidelobes (Typically <-20dB).
- Gain difference between UL and DL <1dB.
- Two X-Polarised panels in a single radome.
- Azimuth horizontal beamwidth difference <7deg between UL and DL (1710-1755 & 2110-2155).
- Low profile for low visual impact.
- Dual polarization; Broadband design.

Technical Features

Frequency Band	3G/UMTS
Horizontal Pattern	Directional
Antenna Type	Panel Dual Polarized
Electrical Down Tilt Option	Variable
Gain, dBi (dBd)	18.0 (16.0) Avg. across band
Frequency Range, MHz	1710-2170

All information contained in the present datasheet is subject to confirmation at time of ordering.



Optimizer® Panel Dual Polarized Antenna equipped with (2) ACU motors

Connector Type	(4) 7-16 DIN Female
Connector Location	Bottom
Mount Type	Downtilt Kit w/Scissor Kit
Electrical Downtilt, deg	0-10 , 0-10
Horizontal Beamwidth, deg	65 ±5 (65.9 average across band)
Mounting Hardware	APM40-2 + APM40-E2
Rated Wind Speed, km/h (mph)	160 (100)
VSWR	< 1.4:1
Vertical Beamwidth, deg	5.8 to 7.8 across band
1st Upper Sidelobe Suppression, dB	> 18 (typically > 20)
Upper Sidelobe Suppression, dB	> 18 all (typically > 20)
Polarization	Dual pol +/-45°
Front-To-Back Ratio, dB	>28
Maximum Power Input, W	300
Isolation between Ports, dB	> 30
Lightning protection	Direct Ground
3rd Order IMP @ 2 x 43 dBm, dBc	> 150 (155 Typical)
Overall Length, m (ft)	1.35 (4.42)
Dimensions - HxWxD, mm (in)	1349 x 330 x 80 (53 x 13 x 3.15)
Radiating Element Material	Brass
Radome Material	Fiberglass
Reflector Material	Aluminum
Max Wind Loading Area, m ² (ft ²)	0.64 (6.6)
Survival Wind Speed, km/h (mph)	200 (125)
Maximum Thrust @ Rated Wind, N (lbf)	787 (177)
Front Thrust @ Rated Wind, N (lbf)	787 (177)
Shipping Weight, kg (lb)	24.1 (52.7)
Packing Dimensions, HxWxD, mm (in)	1550 x 420 x 210 (61 x 16.5 x 8.3)
Weight w/o Mtg Hardware, kg (lb)	18.0 (39.6)

Note

This data is provisional and subject to change.

All information contained in the present datasheet is subject to confirmation at time of ordering.

3 Technical Data

This section describes the physical characteristics, environmental data, and the power supply of the RBS.

3.1 Dimensions

Table 1 on page 4 lists the dimensions, weight, and color of the RBS.

Table 1 Dimensions, Weight, and Color

Dimensions	
Height	1450 mm
Width	1300 mm
Depth	700 mm
For more information about dimensions, see Figure 2 on page 4.	
Weight	
RBS standard equipped, without backup batteries	330 kg
Color	
Grey	Reference number: RAL 7035, glossy

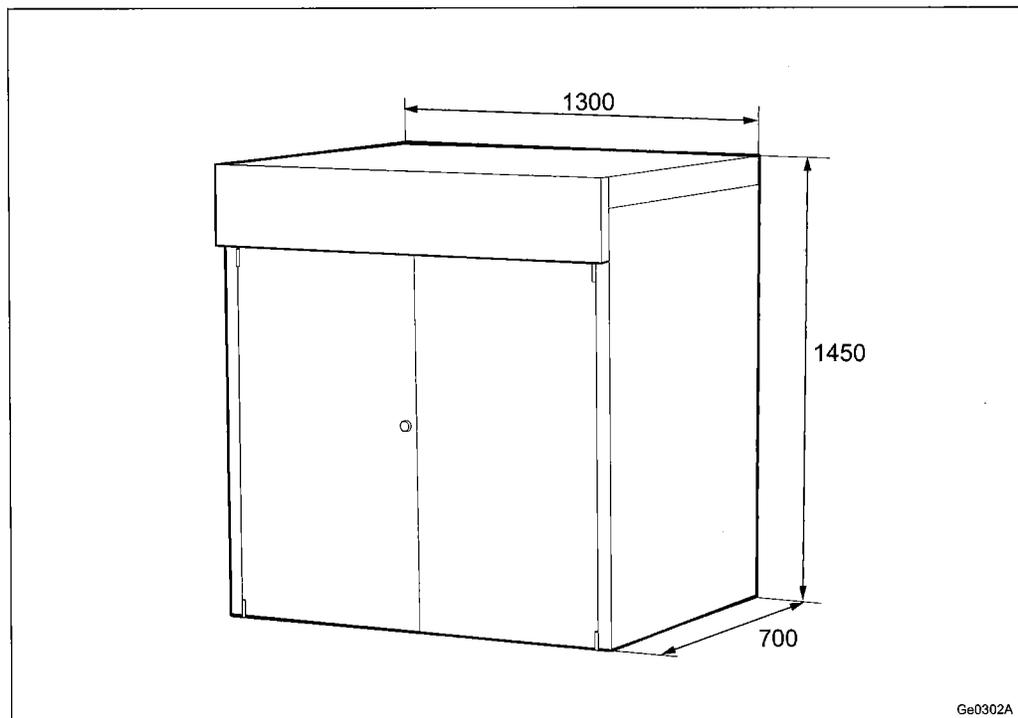
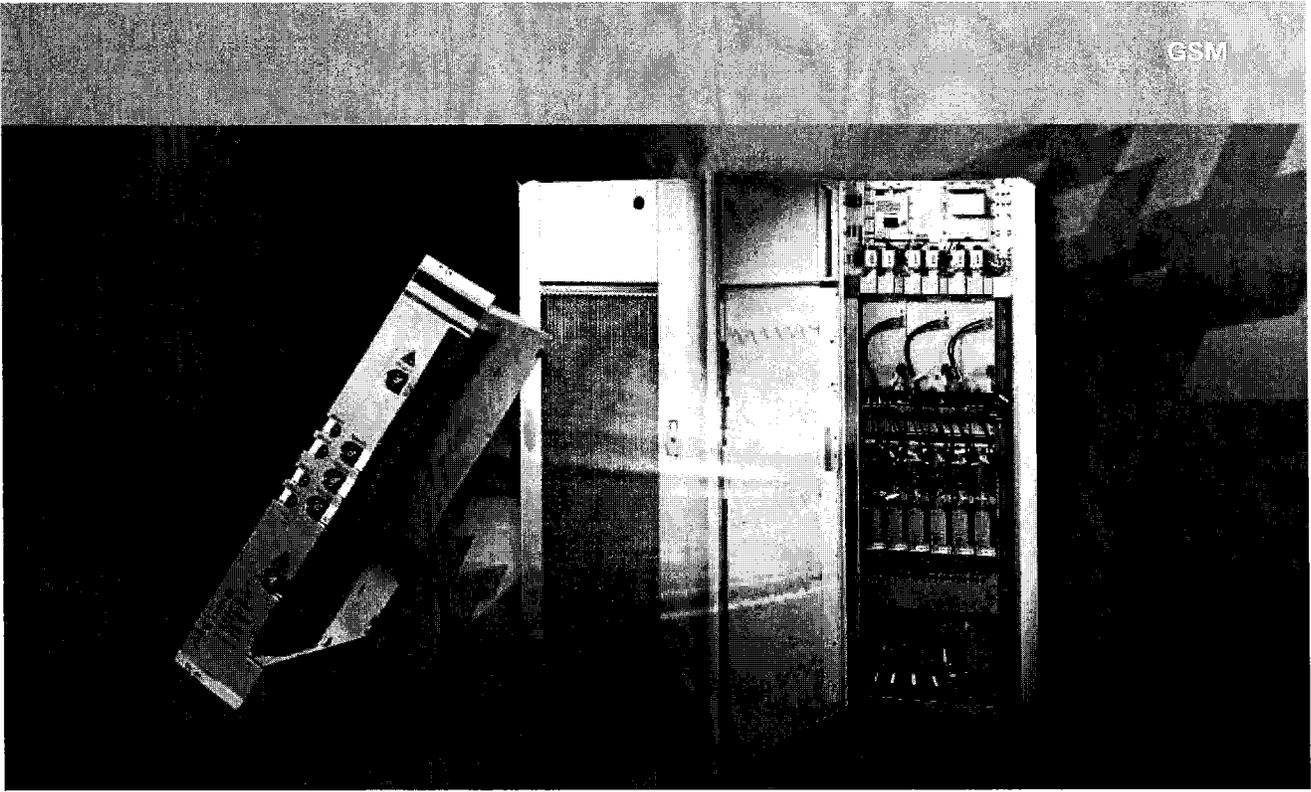


Figure 2 Dimensions



RBS 2206

RBS 2206 is a high capacity, indoor macro base station supporting up to twelve transceivers per cabinet. It is possible to build one, two and three sector configurations including dual band configurations in one cabinet.

Being the latest member in the RBS 2000 family RBS 2206 is to date the most powerful indoor RBS in the world. Keeping the successful characteristics of the existing RBS 2000 portfolio and improving functionality as well as operation and maintenance makes the RBS 2206 the most cost-effective solution for growing GSM operators.

The RBS 2000 family supports a wide range of applications ranging from extreme coverage to extreme capacity. Being a RBS 2000 member guarantees coexistence with the installed base of RBS 200 and RBS 2000 products. Ericsson's synchronization based BSS features ensure that transceivers from different generations of radio base stations can easily form common cells. Operators can therefore bridge the past with the future. By making existing sites futureproof, investments are protected while migrating to 3G.

Part of the grow-on-site concept

Since it is becoming increasingly difficult to find new base station sites, it is of great interest to remain on the existing sites as long as possible. Site space is often a limiting factor for capacity growth. The powerful RBS 2206, included in Ericsson's grow-on-site toolbox, addresses this problem. On many sites, two or more existing cabinets can be replaced by one RBS 2206, thereby solving the site space problem by making room for another cabinet.

This is of major importance, since it makes it possible to reuse and collocate GSM and WCDMA equipment. The RBS 2206 will pave the way for WCDMA.

Doubled capacity – superior performance – same footprint

The 12-transceiver RBS 2206 cabinet has the same footprint as RBS 2202 but has doubled capacity, thanks to the new double-capacity transceivers and combiners. The double Transceiver Unit, dTRU, has some powerful features. The RBS 2206 has better output power than the current RBS 2000 products, which are the best on the market today. The improved radio performances means increased site-to-site distance, and therefore, fewer sites. Another example of a cost-saving feature is 121 km Extended Range.

The RBS 2206 comes with two new extremely flexible combiners. Examples of configurations supported by the Filter Combiner (CDU-F) are 3x4, 2x6, 1x12 and dual band 8+4 in one cabinet. CDU-F supports up to 12 transceivers on one dual-polarized antenna. The other combiner (CDU-G) can be configured in two modes: capacity mode and coverage mode, making it very flexible. In coverage mode, the output power from the CDU-G is increased, making it perfect for rural sites or when fast rollout is required at a minimum cost.

Prepared for the future

The RBS 2000 family is prepared for GSM data services, including General Packet Radio Service (GPRS), High Speed Circuit Switched Data (HSCSD) and 14.4 kbit/s timeslots. To meet the operators' need for faster datacom solutions, RBS 2206 supports EDGE.

A powerful Distribution Switch Unit (DXU) and fast internal buses guarantee full EDGE support. With the optional BSS feature RBS 2000 synchronization, it is possible to have up to 32 transceivers in one cell. With the optional BSS feature RBS 200 and RBS 2000 in the same cell, it is possible to expand an existing RBS 200 cell with RBS 2206, and thereby introduce EDGE and 3G capabilities through plug-in units.

Key features

- Six double transceiver units (dTRU); that is, 12 transceivers
- Filter and hybrid combining one, two, or three sectors in one cabinet
- Improved RF performance
- Synthesized and baseband frequency hopping
- Supports 12 transceiver EDGE on all timeslots
- Supports GSM 800, 900, 1800 and 1900 MHz
- Extended Range 121 km
- Duplexer and TMA support for all configurations
- Four transmission ports supporting up to 8 Mbit/s
- Optional built-in transmission equipment transmission
- Prepared for GPS assisted positioning services

Technical specifications for RBS 2206

Frequency band:	GSM 800, E-GSM 900, GSM 1800, GSM 1900
Tx:	869–894, 925–960, 1805–1880, 1930–1990 MHz
Rx:	824–849, 880–915, 1710–1785, 1850–1910 MHz
Number of transceivers:	2–12
Number of sectors:	1–3
Dimension (H x W x D):	1850 x 600 x 400 mm (72 ⁵ / ₈ x 23 ³ / ₈ x 15 ³ / ₄ in.) including installation frame
Weight:	230 kg (506 lbs.) fully equipped
Power into antenna feeder:	35 W / 45.5 dBm (GSM 800 / GSM 900) 28 W / 44.5 dBm (GSM 1800 / GSM 1900)
Receiver sensitivity:	-110 dBm (without TMA)
Power supply:	120 – 250V AC, 50 / 60 Hz -48 – -72V DC, +20.5 – +29V DC
Battery backup:	Optional external
Operating temperature:	+5°C – +40°C (+41°F – +104°F)

Section IV



Site Development Experience – New England Region

T-Mobile began site development in Eastern Massachusetts in April 1997. We currently have a significant portfolio of telecommunications lease agreements in the New England states of Massachusetts, New Hampshire, Maine and Rhode Island. In May of 1998 the New England T-Mobile system was launched. T-Mobile's current efforts are aimed at upgrading and maintaining many sites Massachusetts to guarantee seamless coverage in the suburban and metropolitan areas.

T-Mobile has promoted, wherever possible, the installation of communications facilities on existing structures. This has led to the widespread use of shared existing facilities developed by other communications carriers as well as master lease agreements with utility companies including N-Star (Boston Edison Company) and National Grid (New England Power Company). More specifically, T-Mobile has participated in a number of offerings for the use of public properties for such installations. This has included executing site development agreements and developing facilities with the MBTA, the Department of Environmental Management, the Massachusetts Port Authority and the Rhode Island Department of Transportation. In Massachusetts alone, T-Mobile has developed facilities at over 40 municipally owned sites.

T-Mobile currently has over 2,000 On-Air sites in the Commonwealth of Massachusetts, including the existing site which is located at 10 Nickerson Avenue, Middleborough, MA for which this response is being submitted. T-Mobile's facilities have been in operation at the property since 2004 and they have been in good standing with the Town of Middleborough since such time. We believe that our current relationship with the Town of Middleborough as well as other municipalities adequately represents T-Mobile's capabilities regarding construction and maintenance of wireless communication facilities. Given our current status with the Town, a complete listing of any Town Hall locations and any other sites within buildings negotiated or built over the last five years has not been included. Below is a list of references where T-Mobile USA has installed similar projects or entered into an Agreement with a municipal entity, including type of installation, contact name, phone number and address is included below. If at any time you need further information or have any questions please feel free to contact me directly:

Adam Sullivan
Project Manager
Adam.Sullivan@T-Mobile.com

REFERENCES

Lunenburg Town Hall

17 Main Street
Lunenburg, MA 01462

On-Air Date: 2001
Installation: Rooftop/Steeple
Contact: Kerry Speidel (978) 582-4144

Wareham Town Hall

54 Marion Road
Wareham MA. 02576

On-Air Date 2005
Installation: Rooftop/Steeple
Contact: Michael Hartman, (508) 291- 3100 ext 3110

Sandwich Water Tank

Quaker Meeting House Road
Sandwich MA 02563

On-Air Date 2002
Installation: Water Tank
Contact: Dan Mahoney (508) 888-2775

Feeley Park

City of Sudbury
288 Old Sudbury Road
Sudbury MA 01176

On-Air Date: 2001
Installation: Light Pole
Contact: City Manager, Maureen G. Valente

Lynn Housing Authority

92 Curwin Circle
Lynn, MA 01905

On-Air Date: 1998
Installation: Smoke Stack
Contact: Tim Leonard

Section V



Corporate Authority

**T-Mobile Northeast LLC, a wholly owned
Subsidiary of T-Mobile Wireless U.S.A**

T-Mobile Inc.
15 Commerce Way
Norton, MA 02766

Person Authorized to Act for the Applicant in Regard to the RFP:

Project Manager
Adam Sullivan
T-Mobile, Inc.
15 Commerce Way
Norton, MA 02766
401-996-7143
Adam.Sullivan@T-Mobile.com

**Person Authorized to Execute the Lease
Agreement on behalf of Applicant:**

Mark Appel
Area Director
T-Mobile Inc.
15 Commerce Way
Norton, MA 02766

Leasing Agent

Amy White
Wellman Associates, Inc.
P.O. Box 176
Orange, MA 01364
978-337-5210
amy.white@wellmanassociates.net



T-Mobile USA, Inc.
12920 SE 38th Street, Bellevue, WA 98006

OFFICER'S CERTIFICATE

The undersigned, as Sr. Vice President, General Counsel and Secretary of T-Mobile Northeast LLC ("Company"), does hereby certify that Mark Appel, Area Director, Network Engineering & Operations, is authorized to negotiate and enter into Site Leases, Inbuilding Agreements and Notices to Proceed on behalf of the Company as necessary or desirable for the continued operation of the Company.

Date: July 17, 2009

T-Mobile Northeast LLC

A handwritten signature in black ink, appearing to read 'D. Miller', written over a horizontal line.

David A. Miller, Sr. Vice President, General Counsel and Secretary

Section VI



Federal Communications Commission
Wireless Telecommunications Bureau
Radio Station Authorization

LICENSEE NAME: T-Mobile License LLC

DAN MENSER
T-MOBILE LICENSE LLC
12920 SE 38TH STREET
BELLEVUE WA 98006

FCC Registration Number (FRN)	
0001565449	
Call Sign	File Number
WQGB266	0002769270
Radio Service	
AW - AWS, 1710-1755/2110-2155 MHz bands	

Grant Date	Effective Date	Expiration Date	Print Date
11-29-2006	11-29-2006	11-29-2021	11-30-2006

Market Number	Channel Block	Sub-Market Designator
CMA006	A	O

Market Name: Boston-Lowell-Braokton-Lawrenc

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

SPECIAL CONDITIONS OR WAIVERS/CONDITIONS

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

The license is subject to compliance with the provisions of the January 12, 2001 Agreement between
("Special Conditions or Waivers/Conditions" continued on next page ...)

Conditions:

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at <http://wireless.fcc.gov/uls> and select "License Search". Follow the instructions on how to search for license information.

Licensee Name: T-Mobile License LLC

Call Sign
WQGB268

File Number
0002769270

Print Date
11-30-2006

Special Conditions or Waivers/Conditions

Deutsche Telekom AG, VoiceStream Wireless Corporation, VoiceStream Wireless Holding Corporation and the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), which addresses national security, law enforcement, and public safety issues of the FBI and the DOJ regarding the authority granted by this license. Nothing in the Agreement is intended to limit any obligation imposed by Federal law or regulation including, but not limited to, 47 U.S.C. Section 222(a) and (c)(1) and the FCC's implementing regulations. The Agreement is published at VoiceStream-DT Order, IS Docket No. 00-187, FCC 01-142, 16 FCC Rcd 9779, 9853 (2001).

FCC 601 - MB

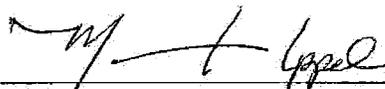
Site Number: 4BS1654A
Site Name: Lynn Housing RFP
Market: New England

Version 1.10.05

Section VII

"I represent and agree that the enclosed proposal by T-Mobile Northeast LLC will remain subject to acceptance by the Town of Middleborough for 30 days after April 18, 2014 and that T-Mobile Northeast LLC will execute a Lease Agreement satisfactory with the Town of Middleborough and **T-Mobile Northeast LLC*** (subject to the review authority of the Massachusetts Historical Commission and consistent with the Preservation Restriction Agreement between the Town and the Massachusetts Historical Commission, dated 5/28/98) within 30 days from award of the contract or such further time as the Board of Selectmen agree."

Name of Applicant

By:  Authorized Officer

Mark Appel, Area Director

* Inserted by T-Mobile Northeast LLC

DISCLOSURE OF BENEFICIAL INTERESTS IN REAL PROPERTY TRANSACTION

For acquisition or disposition of Real Property by the Town of Middleborough the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

1. REAL PROPERTY DESCRIPTION:
2. TYPE OF TRANSACTION:
3. SELLER or LESSOR:
4. BUYER or LESSEE:
5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

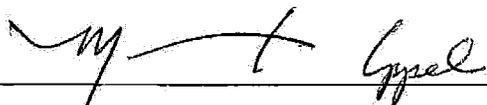
NAME

RESIDENCE

6. None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below:
7. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties or perjury that this form is complete and accurate in all respects.

Signature:



Printed Name:

Mark Appel

Title:

Area Director

Date:

02 APR 14

Exhibit C-1

CERTIFICATE AS TO CORPORATE BIDDER

I, David A. Miller _____, certify that I am the Senior Vice President, General Counsel and Secretary of the Corporation named as Applicant in the within proposal; that Mark Appel who signed said Proposal on behalf of the Applicant was then Area Director of said Corporation and that said Proposal was duly executed for and on behalf of said Corporation.

Exhibit C-2

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, T-Mobile Northeast LLC is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

52-2069434
Social Security Number, or
Federal Identification Number

T-Mobile Northeast LLC
Signature of Individual or
Corporation Name

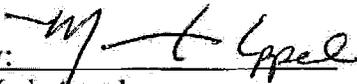
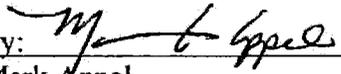
By: 
Mark Appel
Area Director

Exhibit C-3

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

T-Mobile Northeast LLC
Signature of Individual, or
Corporation Name

By: 
Mark Appel
Area Director

AFFIX CORPORATE SEAL

**SERSG Water and Sewer Treatment Chemicals IFB
Fiscal Year 2015
Contract Award Sheet**

The Board of Selectmen of the Town of Middleborough voted at its meeting held on _____, 2014 to award contracts to the bidders listed below under the SERSG Water and Sewer Treatment Chemicals IFB for a twelve month period commencing 7/1/14. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

	<u>Estimated</u>			
	<u>Quant.</u>	<u>Bid Price</u>		<u>Est. Value</u>
1. Liquid Potassium Hydroxide				
Borden & Remington, Fall River, MA	40,000	\$ 3.5671 per gallon		\$ 142,684.00
3. Sodium Fluoride (Coarse Crystals)				
Mann Chemical, Warwick, RI	600	\$ 0.6700 per pound		\$ 402.00
5. Liquid Ferric Chloride				
Kemira Water Solutions, Lawrence, KS	54,000	\$ 0.8390 per gallon		\$ 45,306.00
6. Sodium Bisulfite				
Mann Chemical, Warwick, RI	1,430	\$ 2.7900 per gallon		\$ 3,989.70
11. Sodium Hypochlorite - 55 gallon drums				
Roberts Chemical Attleboro, MA	190	\$ 70.0150 per drum		\$ 13,302.85
12. Sodium Hypochlorite - 15 gallon containers				
Roberts Chemical Attleboro, MA	600	\$ 20.7960 per contain		\$ 12,477.60
14. Polymer (55 gallon drums)				
SNF Polydyne, Inc. Riceboro, GA	245	\$ 108.0000 per drum		\$ 26,460.00
		Total Est. Value		\$ 244,622.15

Signature(s)

Chair, Board of Selectmen

**SERSG DPW Supplies IFB
Fiscal Year 2015
Contract Award Sheet**

The Board of Selectmen of the Town of Middleborough voted at its meeting held on _____, 2014 to award contracts to the bidders listed below under the SERSG DPW Supplies IFB for a twelve month period commencing 7/1/14. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

	<u>Estimated</u>				<u>Est. Value</u>
	<u>Quant.</u>		<u>Bid Price</u>		
25. Drain Manhole Frames and Covers					
Vellano Corp., West Bridgewater, MA	12	\$	300.98	each	\$ 3,611.76
27. Manhole Extension Rings					
SPK Steel Fitchburg, MA	0	\$	105.00	1" rings	\$ -
	12	\$	110.00	1 1/2" rings	\$ 1,320.00
	0	\$	120.00	2" rings	\$ -
28. Catch Basin Frames (3 flange) includes grates					
Vellano Corp., West Bridgewater, MA	12	\$	308.05	each	\$ 3,696.60
29. Catch Basin Frames (4 flange) includes grates					
Vellano Corp., West Bridgewater, MA	12	\$	313.10	each	\$ 3,757.20
30. Catch Basin Square Grates					
Vellano Corp., West Bridgewater, MA	12	\$	126.25	each	\$ 1,515.00
31. Catch Basin Extension Rings					
SPK Steel Fitchburg, MA	0	\$	100.00	1" rings	\$ -
	12	\$	110.00	1 1/2" rings	\$ 1,320.00
	0	\$	120.00	2" rings	\$ -
34. Class I Bituminous Concrete Patching Mix - FOB - Cold Patch (tons)					
Being Re-Bid					
35. Class I Bituminous Hot Mix (FOB Plant)					
Being Re-Bid					
36. Class I Bituminous Winter Mix (FOB Plant)					
Riley Brothers, Bellingham, MA	100	\$	89.50	per ton	\$ 8,950.00
39. Calcium Chloride & Agriculturally Based De-Icer					
Safe Road Services, Franklin, MA	12,000	\$	1.18	per gallon	\$ 14,160.00

**SERSG DPW Supplies IFB
Fiscal Year 2015
Contract Award Sheet**

42. Regular Unleaded Gasoline

Dennis K. Burke Oil	140,000	\$3.3191 per gallon**	\$	464,674.00
Chelsea, MA		Bid Increment*	0.0371	

45. Ultra Low Sulfur Diesel

Dennis K. Burke Oil	65,000	\$3.3056 per gallon**	\$	214,864.00
Chelsea, MA		Bid Increment*	0.0187	

46. #2 Distillate Oil

Peterson Oil	12,000	\$3.1065 per gallon**	\$	37,278.00
Worcester, MA		Bid Increment*	0.0750	

Total Estimated Value	\$	755,146.56
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***Bid increment and tax (where applicable) are added to the Boston Low from the Journal of Commerce for the date of fuel delivery.**

****Price on 4/25/14**

Signature(s)

Chair, Board of Selectmen

SERSG IFB for Paper for Fiscal Year 2015

The Board of Selectmen of the Town of Middleborough at its meeting on _____, 2014 voted to award a contract for paper supplies to W.B. Mason Co. Inc. as detailed below for a twelve month period commencing July 1, 2014. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

TYPE OF PAPER	Bid Price	Estimated Quantity	Estimated Value
COMPUTER PAPER -92 BRIGHTNESS			
20 lb. White, 8 1/2" x 11" (Carton- 5000 sheets)	\$ 28.90	0	\$0.00
Same paper as above with 3 hole punches	\$ 31.90	50	\$1,595.00
Same as above in recycled paper	\$ 32.20	0	\$0.00
96 BRIGHTNESS			
20 lb. White, 8 1/2" x 11" (Carton-5000 sheets)	\$ 30.10	150	\$4,515.00
24 lb. White, 8 1/2" x 11" (Carton-5000 sheets)	\$ 39.80	30	\$1,194.00
TOTAL ESTIMATED CONTRACT VALUE			\$7,304.00

Signature(s)

Chair, Board of Selectmen
