

NEW BUSINESS

6-30-14

Town of Middleborough Permanent Cable Committee

To: Board of Selectmen
From: Robert W. Silva, Cable Committee Chairman
Date: June 17, 2014
Re: Reappointment to Permanent Cable Committee

Dear Board of Selectmen:

The Cable Committee voted to request the Board of Selectmen to reappoint the following committee members:

Robert Denise	3 years	to expire on June 30, 2017
Paul Lazarovich	3 years	to expire on June 30, 2017
Maureen Candito	3 years	to expire on June 30, 2017

The three listed above, terms expire on June 30, 2014 and would like to remain on committee.

Thanks

Robert W.Silva, Permanent Cable Committee Chairmain

cc: file



Town of Middleborough Commission on Disability

June 26, 2014

Board of Selectmen
Town of Middleborough
10 Nickerson Avenue
Middleborough, MA 02346

Dear Honorable Members of the Board of Selectmen:

The Commission on Disability met on June 18, 2014 and voted to recommend the Board of Selectmen reappoint Carolyn Gravelin and Allison Ferreira as members of the Commission on Disability for three year terms. Ms. Gravelin currently serves on the Commission as the Chairman and Allison Ferreira acts as the Secretary.

Should you have any questions or concerns, please do not hesitate to contact me at (508) 946-2415.

Very truly yours,

A handwritten signature in cursive script that reads "Allison J. Ferreira".

Allison J. Ferreira
Secretary to the Commission on Disability/
Town Clerk

/ajf

cc: Commission on Disability

Jacqueline Shanley

From: Selectman Leilani Dalpe
Sent: Wednesday, June 18, 2014 1:42 PM
To: Jacqueline Shanley
Subject: tourism reappointment

Jackie,

Sherri Heartlen-Neely has requested to be re-appointed to the tourism committee. I am requesting that she be appointed for 3 years.

Thanks,

Leilani

June 16th, 2014

Honorable Board of Selectmen:

Please accept this letter as my request to be considered for the vacant position on the (Fred) Weston Memorial Town Forest Committee.

The Weston Forest is a location that I am quite familiar with and consider it an underutilize gem. This is clearly documented in the Middleborough Open Space and Recreation Plan.

I know the land of Middleboro. The one area that presents a personal comfort zone is open space and recreational areas. I am a firm believer in establishing partnerships to enhance our conservation land and to add to the inventory.

On a personal note, I am active in several organizations which are conservation centered including Wildlands Trust, Trustees of Reservations and Rails to Trails. I have been an active participant in various capacities within several community organizations - scouts, 4H, youth sports and the Middleborough Historical Association.

My hobbies include trail running, reading, gardening and baseball, which includes writing for several national baseball sites and involved in research for SABR (Society for American Baseball Research).

Sincerely,



Richard "Rick" McNair

~~Richard McNair~~

Middleboro

Jacqueline Shanley

From: Matt Anderson <~~matand16@oak.com~~>
Sent: Tuesday, June 10, 2014 6:26 AM
To: Jacqueline Shanley
Subject: Weston Forest Committee

Good Morning,

I was recently informed that two positions have opened on the Weston Forest Committee. I am interested in joining this committee as I have recently discovered this forest and have been navigating the trails daily for the past few months. I am a History teacher at the Southeast Alternative School on Plymouth St in Middleboro, and frequently take my students to this forest. I would like to offer my service as a member of the committee. If this is the wrong venue to discuss this, I apologize.

Thanks,

Matthew Anderson
~~508-242-1953~~

MEMORANDUM

TO: Board of Selectmen

FROM: Caroline LaCroix, Ast. to the Town Manager *CL*

RE: Agreement between MMA Consulting Group, Inc. and the Town of Middleborough

DATE: June 27, 2014

Town Counsel has reviewed the agreement between MMA Consulting Group, Inc. and the Town of Middleborough. Thank you.

**AGREEMENT BETWEEN MMA CONSULTING GROUP, INC.
AND THE TOWN MIDDLEBOROUGH, MASSACHUSETTS**

The following Agreement is made and entered into between MMA CONSULTING GROUP, INC., (hereinafter referred to as MMACG) and the TOWN OF MIDDLEBOROUGH, MASSACHUSETTS (hereinafter referred to as the TOWN).

I. SCOPE OF SERVICES AND PRODUCT

MMACG will conduct an Assessment Center for the position of Police Chief, in accordance with acceptable professional standards. The following tasks are to be performed:

- Discuss the nature of the position with Town officials.
- Review local documents regarding the Police Department.
- Develop Assessment Center materials and confer with Town officials.
- Organize the Assessment Center.
- Identify assessors (assume three to six assessors) and review with Town officials.
- Administer the Assessment Center.
- Provide examination results to Town officials.
- Video record the Assessment Center.

II. PERIOD OF PERFORMANCE

Performance hereunder will commence within five days of the last date at the end of this fully executed Agreement and will be completed within 90 days of commencement. Completion of the services within this period depends on information being made available to MMACG as provided below, upon prompt responses of employees of the Town to inquiries by MMACG, and timely review by the Town of materials submitted to the Town by MMACG. Any delays in providing such information, responses or reviews will correspondingly extend the period of performance.

III. AVAILABILITY OF INFORMATION

The Town agrees to make available promptly upon MMACG's request any and all reasonable information which MMACG may deem necessary to the progress and successful conclusion of this engagement.

IV. PERSONNEL TO BE ASSIGNED

The contact person for MMACG will be Mark E. Morse. MMACG reserves the right to substitute personnel to perform the services under this Agreement. In the event of a substitution, MMACG will notify the Town in writing and, if such substituted personnel are unsatisfactory to the Town, MMACG will agree to terminate the Agreement upon payment for services rendered prior to termination.

The Town shall designate a contact person for this engagement and notify MMACG of the contact person's name prior to commencement of the assignment. The contact person for the Town will be responsible for reviewing the work performed under the Scope of Services and relaying to the contact person for MMACG any questions or concerns relative to the same.

V. FEES

MMACG will provide the Scope of Services and Product under this Agreement for \$8,500.00. MMACG will invoice the Town in two equal installments. The first installment will be invoiced after the organization of the Assessment Center and the second installment will be invoiced on completion of the Assessment Center.

The fee assumes that there will be a maximum of five candidates, as determined by the number of candidates forwarded by Town officials who are recommended for participation in the Assessment Center. The fee does not include the cost of facilities or other amenities required to conduct the Assessment Center.

Payment of each invoice is due within 30 days of the invoice date. MMACG may suspend the performance of future services until overdue payments are received.

VI. STANDARD OF PERFORMANCE

MMACG will perform the Services in a professional and responsible manner. However, such performance and the Product to be delivered involve matters of judgment and opinion. Therefore, MMACG's responsibility and any liability under this Agreement are limited to providing the Scope of Services and Product in a responsible manner and in accordance with generally accepted professional standards.

To the extent that the Scope of Services and Product involve recommendations as to a particular company, person, system or product to be chosen by the Town, the Town shall be responsible for the ultimate selection of the company, person, system or product and MMACG shall have no responsibility or liability for the performance of the same, provided that MMACG has acted in a professional and responsible manner.

VII. RETENTION OF RECORDS

MMACG will have no responsibility to retain a copy of materials furnished to MMACG by the Town or its employees and may dispose of the same at anytime after six months elapse of the termination of the contract, as well as all notes and documents prepared by MMACG's employees or independent contractors.

VIII. AMENDMENT OR TERMINATION

This Agreement, including any document incorporated by reference, contains all of the terms and provisions of the agreement between the parties and can be amended only by a written document signed on behalf of both parties. In the event either party believes the other party is not fulfilling its obligations hereunder, it shall notify the contact person of the other party in writing specifying such failure. If the other party does not resolve such failure to the reasonable satisfaction of the notifying party within 30 days, the notifying party may terminate this Agreement by written notice to the other party. *Nothing herein shall prevent MMACG from suspending the performance of services when its invoices have not been paid as provided above.* Upon termination of this Agreement, the Town shall pay MMACG for all services performed prior to such termination.

IX. AUTHORIZATION

The individuals signing this Agreement warrant that each of them is authorized to sign it on behalf of the party he or she has signed for, and the individual signing on behalf of the Town warrants that funds are available for MMACG's fees.

SIGNED

MMA CONSULTING GROUP, INC.

TOWN OF MIDDLEBOROUGH

Mark E. Morse

Digitally signed by Mark E. Morse
DN: cn=Mark E. Morse, o=MMACG,
ou=MEM,
email=mmacgsearch@aol.com, c=US
Date: 2014.06.25 13:03:14 -0400

BY: _____
Mark E. Morse, President

BY: _____

DATE: June 25, 2014

DATE: _____

TAX CERTIFICATION - CORPORATION

The undersigned hereby certifies under penalties of perjury that
has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting
of employees and contractors, and withholding and remitting child support.

MMA CONSULTING GROUP, INC.

*Signature of Individual or
Corporate Name (Mandatory)

04-3256991

**~~Social Security # (Voluntary)~~ or
Federal Identification Number

*Approval of a contract or other agreement will not be granted unless this certification
clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Board of
Revenue to determine whether you have met tax filing or tax payment obligations. Providers
who fail to correct their non-filing or delinquency will not have a contract or other agreement
issued, renewed or extended. This request is made under the authority of Mass. G.L. c 62C. s.
49A.

Mark E. Morse

Digitally signed by Mark E. Morse
DN: cn=Mark E. Morse, o=MMAACG, ou=MEM,
email=mmacgsearch@aol.com, c=US
Date: 2014.06.25 12:41:27 -04'00'

By: Corporation Officer
(Mandatory, if Applicable)
Mark E. Morse, President

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.

Mark E. Morse

Digitally signed by Mark E. Morse
DN: cn=Mark E. Morse, o=MMA CG,
ou=MEM,
email=mmacgsearch@aol.com, c=US
Date: 2014.06.25 12:44:19 -04'00'

Signature of person submitting bid or proposal

MMA CONSULTING GROUP, INC.

Name of Business

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

GEORGE C. DECAS (RETIRED)
DANIEL F. MURRAY, ESQUIRE
WILLIAM C. DECAS, ESQUIRE

PHONE: (508) 947-4433
FAX: (508) 947-7147

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
DECASMURRAYDECAS@YAHOO.COM

June 19, 2014

Jackie Shanley, Secretary to
Middleborough Board of Selectmen
(via *HAND DELIVERY*)

RE: Green/Middleborough purchase and sale agreement –
Cross Street well site

Dear Jackie:

I enclose duplicate originals of two (2) extension agreements regarding purchase and sale agreements(2).

Please ask the Board to sign all four originals and return them to me. Thank you.

Very truly yours,



Daniel F. Murray
Town Counsel

DFM/s
Enclosures
T-1783

EXTENSION

The undersigned Seller(s) and Buyer under a purchase and sale agreement ("agreement") relating to premises off Cross Street in Middleboro, Massachusetts hereby agree to extend the time for performance of the agreement to 12:00 noon on the 29th day of September, 2014, time still being of the essence of the agreement.

Witness our hands and seals this _____ day of June 2014.

SELLER(S):



Douglas F. Green

BUYER:

Board of Selectmen
Town of Middleborough

TAUNTON RIVER STEWARDSHIP COUNCIL

DESIGNEE APPOINTMENT FORM

I. To be completed by the Appointing Authority:

Please be advised that _____ has been appointed as a

Designee

Alternate Designee

to represent the City/Town of _____ on the Taunton River Stewardship Council effective immediately through April 30, 2017.

Respectfully Submitted:

(Please Print Name and Title)

(Signature) Date: _____

II. To be completed by the Designee / Alternate:

Contact Information

Name: Michael Bednarski
Address: ~~200 Fairview St~~
City/Town: Middleborough
Telephone: ~~508 230 46 48 00~~
Fax: N/A
Email: ~~Mike.Bednarski@middleboroughma.org~~

Questions may be directed to:

Bill Napolitano
SRPEDD
88 Broadway
Taunton, MA 02780
(508) 824 - 1367 ext. 315
e-mail: bnap@srpedd.org

CRANBERRY CAPITAL
OF THE WORLD



Phone: 508-946-2405
Fax: 508-946-0058

Town of Middleborough
Massachusetts
Board of Selectmen

Conditions for Earth Removal Permit
June 30, 2014

Name	Riverrock Realty Trust
Street	288 Thompson Street, Middleborough, MA
Past Earth Removal Permit No.	NONE
New Earth Removal Permit No.	Permit No. 14-1
Zoning Map Description	Map 33, Lots 2968, 2065, 2146 & 1366
Other Permits	Middleborough Conservation Commission *Applicant to schedule an on-site visit to review the erosion control implementation prior to construction.
Proposed Volume	Total 743,512 cubic yards

Riverrock Realty Trust
Permit No. 14-1

CONDITIONS

BOARD OF SELECTMEN

General Information

The time line and proposed work for the **Riverrock Realty** project shall be as outlined in the Project Plan required under this permit, and approved by the Town's Agent. The Project Plan outline can be found in Appendix A of the Earth Removal Application Package.

The Project Plan outlines the proposed construction sequence and time lines for the project. The project plan shall be updated annually for approval by the Board of Selectmen or their designated 'Agent' (Town's Agent).

The Earth Removal Permit holder shall submit to the Town's Agent for review and approval, a Project Plan that will outline the planned activities and goals for each quarter of the phased construction work for each year of the permit. 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 phased construction work consisting of re-grading shall be completed and required plantings shall be 'growing' prior to any application for a future earth removal permit or opening of new phases. No cutting, clearing, or grubbing of areas not included under the Project Plan as 'phased' work shall be performed at the site.

If any aforesaid described work is done in unpermitted areas, without the written permission of the Town's Agent, future earth removal requests may be forfeited.

The Town of Middleborough's Earth Removal Bylaw, as amended, should be reviewed by the project proponent to ensure that compliance requirements are met.

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 at the site 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	Veterans' Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

5. All excavated areas not part of the bogs will be top-soiled and planted per the specification on the approved plan or at the direction of the Town's 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. A 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. The project will be excavated in phases, as provided on the approved plan. Phases shall be planted, prior to excavation of the next phase. The Town's agent may allow partial excavation into the next phase provided that planting is performed during the growing season.

7. Excessive erosion is to be controlled as determined by the Board of Selectmen's Agent, working with the Town's Conservation Commission's Agent. During non- construction periods, stockpiled materials may be required to be covered to prevent erosion from the site.

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. Existing tree lines, natural land topography, and vegetative buffer zones shall be maintained a minimum of fifty feet (50 ft.) from all property lines. In the absence of tree lines on the property, then the natural vegetated buffer, shall be maintained for the same distances and trees planted in order to screen 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 Town's 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 or designee 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 Town'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 of Selectmen. The Board of Selectmen will 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 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 specifically approved by the Town's Agents and as allowed by state statute or regulation.
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 Town'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 No. 14-1".
17. A copy of this Earth Removal 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. The approved plan shall be modified to include the general location (no survey required) of any monitoring wells on the site.
20. 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 this Permit.
If any tree needs to be trimmed, cut, or removed, prior approval shall be provided by the Town's Agent.
21. 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.
22. Excessive noise levels, as determined by the Town's Agent, shall result in onsite equipment modification within one (1) week of notification.
23. De-watering operation plans shall be provided through a modification to the submitted Project Plan for review and acceptance by the Town's Agent. De-watering may be limited during the summer months. Siltation barriers will be provided as required by the Town's Agent.

C. Special Conditions

1. All access to and from the permitted property will be as follows:

Entering: Route 44 to East Main Street to Plymouth Street to Rocky Meadow Street to the site.

Exiting: Rocky Meadow Street to Plymouth Street to East Main Street to Route 44.

2. Trucks will not idle on **Thompson Street** at any time.
3. The permit holder will be responsible for maintaining the roadway to no less than present conditions after consultation with Highway Superintendent or designee every four (4) months or if conditions warrant immediate action.
4. The earth removal plan will be revised to show a 100 foot existing treed buffer zone between the portion of the property where the earth removal will be conducted and the abutting properties.
5. The following **contingencies** were agreed upon during the public hearing held on **3/17/14**:
 - a. **This permit is contingent upon the Applicants/Property Owners obtaining approval of the proposed earth removal project and construction of a cranberry bog pursuant to the Massachusetts Natural Heritage & Endangered Species Program (NHESP).**
 - b. **This permit is contingent upon the Applicants/Property Owners obtaining endorsement by the Middleborough Planning Board of a new Form A Plan configuring the property into one lot as shown on the final plans submitted and approved with this earth removal permit. Prior to the commencement of this permit the title to the earth removal lot will be held by one individual person or entity.**
 - c. **This permit is contingent upon the property owners placing a deed restriction on the earth removal lot. The deed restriction will provide that the lot will not be further subdivided into buildable lots and no residential dwellings shall be constructed on the earth removal lot until such time as the earth removal permit and any extensions or re-issued permit have expired and the Board of Selectmen has issued a Certificate of Completion that the earth removal project has been properly completed in accordance with the permit conditions, which deed restriction will be in form and substance as approved by the Middleborough Town Counsel. Copies of the deed restriction as recorded at the Plymouth County Registry of Deeds will be delivered to the Board of Selectmen, the Middleborough Town Manager, the Middleborough Building Commissioner, the Middleborough Town Planner and the Middleborough Board of Assessors. At such time as the Board shall issue a Certificate of Completion a copy of such certificate shall be delivered to the**

Middleborough Building Commissioner and the Middleborough Board of Assessors.

- d. This permit is contingent upon the maintenance of the existing 100 foot treed buffer zone as shown on the final approved earth removal plan at all times during the pendency of the earth removal permit or any extensions or re-issuances thereof.
- e. The permit is contingent upon the discharge or partial release of an attachment that currently affects a portion of the property that is subject to this permit. A copy of such discharge or partial release shall be delivered to the Board of Selectmen and the Middleborough Town Manager.
- f. Upon the completion of the earth removal permit and the issuance of a Certificate of Completion by the Board of Selectmen the cranberry bog property shall be conveyed to Bayside Agricultural Inc. or its successors in interest to the cranberry property which abuts the earth removal project.
- g. The effective date of the earth removal permit shall be considered to be the date that the last of contingencies a. through e. inclusive have been satisfied and proof of such satisfaction has been delivered to the Board of Selectmen.

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 **\$ 400.00**, 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 **\$ 400.00**, 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 in the Selectmen'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.

Allin Frawley, Chairman
BOARD OF SELECTMEN

Date

Commonwealth of Massachusetts
County of Plymouth

On this 30th day of June, 2014, before me the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification which was/were _____, 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

(Seal)
My commission expires _____



Town of Middleborough

Massachusetts

Board of Selectmen

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

CERTIFICATE OF COMPLETION TOWN OF MIDDLEBOROUGH EARTH REMOVAL BY-LAW

From: Issuing Authority: Town of Middleborough Board of Selectmen

To: Permit Holder(s): **Chop Chaque Cranberries, Inc., c/o Joe Arruda**

Date of Issuance of Certificate: June 30, 2014

This Certificate is issued for work regulated by an Earth Removal Permit (**Permit # 10-1**) issued to **Chop Chaque Cranberries, Inc.** by the Town of Middleborough Board of Selectmen pursuant to the Town of Middleborough Earth Removal By-law.

1. It is hereby certified that the work regulated by the above-reference Earth Removal Permit was satisfactorily completed in accordance with the approved plans.
2. This Certificate shall be recorded in the Registry of Deeds or the land Court for the district in which the land is located, if applicable. The Earth Removal Permit Order of Conditions should be recorded along with this Certificate of Complete.

Witness the hand and seal of the undersigned.

Allin Frawley, Chairman
BOARD OF SELECTMEN

Chop Chaque Cranberries, Inc., c/o Joe Arruda

Commonwealth of Massachusetts
County of Plymouth

On this 30th day of June, 2014, before me the undersigned Notary Public, personally appeared Allin Frawley, Chairman, Board of Selectmen, proved to me through satisfactory evidence of identification which was/were personal knowledge 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

(Seal)

My commission expires _____