CORRESPONDENCE

7-27-15

1	Conservation Commission	M.O.U Power line easement maintenance
2	Patricia Cassady	Oak Point basin 15 access
3	Robert Nunes	Rotary
4	Robert Nunes	Land grant app. For Oliver estate land protection project.
5	Dan Murray	Outside Law Budget
6	Robert Nunes	Legislature plans vote to expand public records act
7	Robert Nunes	Gov. Baker signs fiscal 2016 budget $25 million for snow/ice.
8	Health Department	Job Position Posting
9	Barbara L. LaBombard	Town Clerk Certified as MA Municipal Clerk
10	Robert Nunes	Odor Abatement Plan-A Plus Waste
11	Board of Assessors	Meeting Minutes 6/18/15
12	Library Board of Trustees	Meeting Minutes 7/14/15 & 6/8/15
13	Robert Malcolm	Edgeway
14	Xfinity	Service Changes
15	Town Accountant	Notice of 10/9/15 automatic extension of Town Accountant's
		Contract
16	COA	Meals on Wheels Drivers Needed
17	Health Department	West Nile Virus - First Positive Found

(1)

Town of Middleborough

CONSERVATION COMMISSION

20 CENTRE STREET
MIDDLEBOROUGH, MASSACHUSETTS 02346

PHONE: 1-508-946-2406
FAX: 1-508-946-2309

July 20, 2015

Bernard W. Gosson
Gas Division Manager
2 Vine Street
Middleborough, MA 02346

RE: Memorandum of Understanding for Power line Easement Maintenance
(Approved July 16, 2015)

Dear Bernie:

This letter shall serve as a Memorandum of Understanding (MOU) between the Middleborough Gas & Electric Company (G&E) and the Middleborough Conservation Commission (MCC) concerning maintenance within the power line easements throughout the Town of Middleborough.

1) The G&E shall comply with their Transmission Vegetation Management Program dated June 1, 2009 under ISO-New England, NPCC and FERC.
2) Prior to the G&E working adjacent to wetland resource areas under the Massachusetts Wetlands Protection Act (M.G.L. Ch. 131, Sec. 40 and regulations 310 CMR 10.00 et seq.); the G&E shall notify the MCC of where the work will take place and when.
3) When the G&E are working adjacent to wetland resource areas it will be the G&E's responsibility to prevent siltation from entering the wetlands. Mitigation of siltation will be by using erosion controls such as filter tubes (wattles) and/or siltation fence. (See attached detail specifications)
4) At the completion of the work in these areas the G&E will loam and seed the disturbed soil.
5) Any stockpiles of earthen material not taken off site the day of work shall have erosion controls around them till they are taken off site.
6) Come back to the Conservation Commission in 5 years to discuss again.

If you have any questions concerning this MOU Don't hesitate to contact the Conservation Office at 508-946-2406 or at pcssdy@middleborough.com

Sincerely,

Patricia J. Cassady, Agent
For the Middleborough Conservation Commission

Cc: Board of Selectmen
Robert Nunes, Town Manager

(2)

Town of Middleborough

CONSERVATION COMMISSION

20 CENTRE STREET
MIDDLEBOROUGH, MASSACHUSETTS 02346

PHONE: 1-508-946-2406
FAX: 1-508-946-2309

MEMORANDUM

TO: ✓ Board of Selectmen

CC: Robert Nunes, Town Manager
Planning Board
Phil Cordeiro, P.E. Allen & Major Assoc., Inc.

FROM: Patricia J. Cassady, Conservation Agent

DATE: July 21, 2015

RE: Oak Point Basin 15 Access

On July 16, 2015, Phil Cordeiro, P.E. of Allen & Major Associates, Inc. for the Oak Point Development called our office concerning the access area to existing Basin 15.The access off of the existing roadway ended up being within 25-feet of a wetland that has a potential vernal pool (certifiable but owner didn't want to certify). Erosion controls have been installed between the access and the vernal pool and the access is temporary during the reconstruction/mitigation of Basin 15. I went out to see the area on July 16, 2015 as well.

My suggestion is for this area to be restored when the work is completed and the access is no longer needed. To restore the area there should be a planting plan implemented as well as stabilization of the area so that there is no impact to the vernal pool or nearby wetlands.

I wanted to alert you all to this activity since any work within 25-feet of a wetland resource area is under the Board of Selectmen's jurisdiction as the Water Commissioners under the Water Resource Protection District Bylaw (W.R.P.D.).

If you have any questions regarding this don't hesitate to contact me.

pjc

(3)

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CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts

ROBERT G. NUNES
Town Manager

508-947-0928
FAX 508-946-2320

July 10, 2015

Senator Marc R. Pacheco
Massachusetts State House
Room 70
Boston, MA 02133

Dear Senator Pacheco:

The Town of Middleborough Board of Selectmen voted at their regularly scheduled meeting held on Monday, June 29, 2015 to support the economic development efforts of the legislative delegation relative to traffic and roadway improvements to the Middleborough rotary circle. The Town acknowledges your continued commitment to lead and advocate for this regional transportation improvement of vital importance to the Town of Middleborough and the region.

On behalf of the Board of Selectmen, I would like to extend an invitation to you and our legislative delegation to attend a future meeting of the Board of Selectmen to discuss any new developments to this project. Kindly contact me at (508) 947-0928 at your earliest convenience to schedule a meeting with the Board of Selectmen.

Sincerely,

Robert G. Nunes

Robert G. Nunes
Town Manager

c: Representative Calter
Representative Gifford
Representative Orrall
Board of Selectmen

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CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts

ROBERT G. NUNES
Town Manager

508-947-0928
FAX 508-946-2320

July 10, 2015

Representative Thomas Calter
Massachusetts State House
Room 472
Boston, MA 02133

Dear Representative Calter:

The Town of Middleborough Board of Selectmen voted at their regularly scheduled meeting held on Monday, June 29, 2015 to support the economic development efforts of the legislative delegation relative to traffic and roadway improvements to the Middleborough rotary circle. The Town acknowledges your continued commitment to lead and advocate for this regional transportation improvement of vital importance to the Town of Middleborough and the region.

On behalf of the Board of Selectmen, I would like to extend an invitation to you and our legislative delegation to attend a future meeting of the Board of Selectmen to discuss any new developments to this project. Kindly contact me at (508) 947-0928 at your earliest convenience to schedule a meeting with the Board of Selectmen.

Sincerely,

Robert G. Nunes
Town Manager

c: Senator Pacheco
Representative Gifford
Representative Orrall
Board of Selectmen

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344 Years of Progress

CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts

ROBERT G. NUNES
Town Manager

508-947-0928
FAX 508-946-2320

July 10, 2015

Representative Susan Gifford
Massachusetts State House
Room 542
Boston, MA 02133

Dear Representative Gifford:

The Town of Middleborough Board of Selectmen voted at their regularly scheduled meeting held on Monday, June 29, 2015 to support the economic development efforts of the legislative delegation relative to traffic and roadway improvements to the Middleborough rotary circle. The Town acknowledges your continued commitment to lead and advocate for this regional transportation improvement of vital importance to the Town of Middleborough and the region.

On behalf of the Board of Selectmen, I would like to extend an invitation to you and our legislative delegation to attend a future meeting of the Board of Selectmen to discuss any new developments to this project. Kindly contact me at (508) 947- 0928 at your earliest convenience to schedule a meeting with the Board of Selectmen.

Sincerely,

Robert G. Nunes
Town Manager

c: Senator Pacheco
Representative Calter
Representative Orrall
Board of Selectmen

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CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts

ROBERT G. NUNES
Town Manager

508-947-0928
FAX 508-946-2320

July 10, 2015

Representative Keiko Orrall
Massachusetts State House
Room 236
Boston, MA 02133

Dear Representative Orrall:

The Town of Middleborough Board of Selectmen voted at their regularly scheduled meeting held on Monday, June 29, 2015 to support the economic development efforts of the legislative delegation relative to traffic and roadway improvements to the Middleborough rotary circle. The Town acknowledges your continued commitment to lead and advocate for this regional transportation improvement of vital importance to the Town of Middleborough and the region.

On behalf of the Board of Selectmen, I would like to extend an invitation to you and our legislative delegation to attend a future meeting of the Board of Selectmen to discuss any new developments to this project. Kindly contact me at (508) 947- 0928 at your earliest convenience to schedule a meeting with the Board of Selectmen.

Sincerely,

Robert G. Nunes
Town Manager

c: Senator Pacheco
Representative Calter
Representative Gifford
Board of Selectmen

4

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CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts

ROBERT G. NUNES
Town Manager

508-947-0928
FAX 508-946-2320

July 14, 2015

Melissa Cryan
Executive Office of Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

RE: LAND Grant application for proposed 45.7 Acre acquisition of the Oliver Estate Land Protection Project, Middleborough, Massachusetts.

Dear Ms. Cryan:

On behalf of the Town of Middleborough, its' Conservation Commission, and designated Project Manager Patricia Cassady, Conservation Agent, enclosed herewith is the Town's application to the Commonwealth's Fiscal Year 2016 LAND Grant program, pursuant to the proposed municipal acquisition of 45.7+/- acres in central Middleborough.

The Oliver Estate Land Protection Project will preserve 45.7+/- acres of ecologically significant woodland, floodplain, and frontage along the Nemasket River in Middleborough, south of the Nemasket's confluence with the federally-designated Wild and Scenic Taunton River. The Property is within Natural Heritage and Endangered Species Program-designated habitat areas for two rare species, the Northern Red-Bellied Cooter and the Eastern Box Turtle. The Property is also partially within NHESP-designated BioMap Core Habitat and Critical Natural Landscape, Priority Habitat for Rare Wildlife, and Estimated Habitat for Rare Species, and includes at least three Potential Vernal Pools.

The project will enable public access for a wide range of passive recreational pursuits such as hiking, fishing, nature study and potentially kayaking and canoeing. There are some existing trails on the property that can be expanded to allow access to the Nemasket River.

The Town is pleased to be collaborating on the project with the nonprofit land conservation organization, Wildlands Trust. Wildlands Trust has contributed extensive staff time to the project, has helped secure funding for the land purchase and due diligence expenses. Wildlands Trust is poised to hold the permanent conservation restriction required by the Community Preservation Act.

Currently the Town is still in negotiations with the owners to split the purchase of the lot with the house and the lot with the vacant land. We are anticipating a closing on the land at the end of 2015. We are aiming to have an amended P&S soon that would reflect this change in the purchase. We have the funding committed

by the Community Preservation Committee through town meeting however we wanted to free up some of this money toward the renovation of the house on a separate lot.

The Oliver Estate property would represent an outstanding and substantial addition to Middleborough's open space portfolio, and on a larger scale, to the mosaic of conservation lands along the Wild and Scenic Taunton River corridor. We appreciate your consideration of our application, and look forward to working with you to preserve the Oliver Estate property.

Sincerely,

Robert G. Nunes
Town Manager

Cc: Board of Selectmen

Local Acquisitions for Natural Diversity (LAND) Grant Program
APPLICATION FORM – FY2016

Please print double-sided

1. APPLICANT INFORMATION

Project name: Oliver Estate
Municipality: Middleborough

Municipal project manager:
This is the person who will be the day-to-day contact for the project and who will represent the municipality in communication with DCS. **Attach authorization from the Chief Executive Officer identifying the individual named below.**

Name: Patricia J. Cassady
Affiliation with Municipality: Conservation Agent
Address at City or Town Hall: 20 Centre Street, 2nd Floor
Middleborough, MA 02346

Phone Number: (508) 946-2406
Fax Number: (508) 946-2309
E-mail address: pcssdy@middleborough.com
Date Prepared: 07/09/2015

2. COVER LETTER

Summarize the project's importance to the community's natural resource protection and/or passive outdoor recreation needs. Identify any financial or other partnerships formed to advance the project, and summarize the anticipated project timeline.

3. PROJECT DETAILS

Municipality:
Population 2010: 23,116 **Population 2000:** 19,941
Seasonal population: _____ source of data: _____
Describe seasonal population: _____

Property:
Acres: 45.70 Number of parcels: 2
Interest municipality will acquire:
☐ Fee
☐ Conservation Restriction (CR)
☑ Both fee and CR
If both, describe: Using CPA Funds, which require a CR and the Conservation Commission will hold the fee. The CR will be held by Wildlands Trust, Inc.

Parcel information:
County: Plymouth Watershed: Taunton

Assessor's map/lot number: Portions of Map 41, Lots 2867 & 2098

Current owner(s) Lawrence, Starr Oliver Etal C/O Prudence Harper

Access:

Does property have frontage on a street? ☑ Yes ☐ No

If yes, list street(s):

Plymouth Street (445 Plymouth Street)

If no, describe how the public can access the property through adjacent landholdings. Grant funds are used to purchase land for conservation and public passive recreational use. Properties that do not have suitable public access will not be funded.

Can the property be safely accessed by foot or bicycle? ■ Yes ☐ No

Zoning: Residence A: Requires 175' frontage, 60,000 s.f. lot, 25' set back from the street, 10' set back from side and rear lot lines minimum required.

Past use(s): Part of the Oliver Estate is known as the Peter Oliver, Jr. House (MID. 140) The property is included in the Massachusetts Historical Commission's (MHC) Historical and Archaeological Assets of the Commonwealth and Massachusetts Cultural Resource Information System (MACRIS)

Present use(s): Not currently used for a specific purpose. Currently part of the Oliver Estate residence at 445 Plymouth Street, which has a total of 56+/- acres in 2 existing parcels. Land subject to the LAND application (45.7+/- acres) is vacant with pathways and mature forest with frontage on the Nemasket River.

Proposed use(s): To protect Lot B, 45.7 +/- acres as publicly accessible open space for passive recreation, endangered species habitat, and water quality. The house and outbuilding will be divided as a separate lot, Lot A, with approx. 8.3 acres and will also be purchased and preserved by the town as a cultural and historic resource.

Are there buildings or structures on the property? ☐ Yes ☑ No

If yes, list each and indicate current and planned use. The LAND Program is intended to preserve undeveloped land, not to purchase buildings. Buildings are ineligible for funding. Any buildings proposed to be kept must serve a legitimate conservation, outdoor education, or public passive recreational use.

Will this project involve the removal of structures? ☐ Yes ☑ No

Will this project involve the remediation of a developed site or brownfield? ☐ Yes ☑ No

If a brownfield, attach a copy of the most recent site assessment, either MCP Phase I or II, or ASTM Phase I or II, indicating the nature of the contamination and the remediation required for proposed use. If no site assessment is

available, contact DCS. Include in the Project Description a discussion of the importance of remediating the site, the plan for remediation, clear identification of disbursement of liability (e.g., will the town take it or will it reside with the current owner?), and any specific stewardship that will be undertaken to ensure that the site does not in the future pose undue risk to the public due to currently existing contamination. Also provide a remediation timeline that includes funding sources. Reminder: site remediation must be completed before reimbursement.

4. ACQUISITION AND FUNDING DETAILS

Appraisal Report #1		Appraisal Report #2	
Valuation:	$296,900.00	Valuation:	$
Appraiser:	Mark D. Truran, Real Worth Appraising & Consulting	Appraiser:	
Valuation Date:	04/08/2014	Valuation Date:	

Acquisition details:

Negotiated Sale:		☑ Yes	☐ No
Do you have a Purchase & Sales Agreement or Agreed Price?		☑ Yes	☐ No
If yes, amount:	$ 296,900.00		
Is Clear Title available?*		☑ Yes	☐ No
If no, is an eminent domain taking anticipated?		☐ Yes	☑ No
If yes, proposed pro tanto award amount:	$		

*If clear title is not available, the applicant may decide to acquire the property by a friendly taking (eminent domain) process to clear the title. It is best to know if there is a potential title problem as soon as possible since this can complicate the acquisition process. Land lacking clear title will not be reimbursed.

Can this project be completed next Fiscal Year, FY2017? (July 1, 2016 – June 30, 2017)
■ Yes ☐ No

Funding request:

Recipients of LAND grant funding are reimbursed *after* they have expended the total project cost and submitted proof of payment. Only costs incurred during a grant recipient's contract period will be reimbursed. The reimbursement rate is 52-70%, based upon a municipality's Equalized Valuation Per Capita. See the DCS website for a list of rates. See section 2E in RFR for eligible expenditures.

List your anticipated expenditures and requested grant amount below.

Reimbursement rate: 66

Item	Amount	Grant request amount
Property acquisition*	$ 296,900.00	$ 195,954.00
Recording fees	$ 2,000.00	$ 680.00
Title certification	$ 2,000.00	$ 680.00
Survey	$ 2,000.00	$ 680.00
Total	$ 302,900.00	$ 197,994.00

*Grant award amount is based upon the appraised value or agreed upon purchase price, whichever is less.

Will funds from the Community Preservation Act (CPA) be used?	☑ Yes	☐ No
Will funds from the Cape Cod Land Bank be used?	☐ Yes	☑ No

Use of CPA or Land Bank funds require the conveyance of a permanent Conservation Restriction (CR), within the meaning of Ch. 184, to an eligible non-profit organization.

Have you identified an organization willing to hold the CR? ☑ Yes ☐ No

Name of organization: Wildlands Trust, Inc.

Are you using or seeking funds from other sources or partners? Please list:
Weston Forest Fund (Local Committee)

5. PROJECT DESCRIPTION

Describe in attachment, not to exceed two pages, the following:

- Description of the property, including natural resource, recreation, historical, educational, or agricultural values.
- Purpose of acquisition and proposed uses
- Consistency with Statewide Comprehensive Outdoor Recreation Plan (SCORP) and community Open Space & Recreation Plan (OSRP)
- Project schedule
- Consistency with any nearby State Priority Development or Preservation Areas as shown on the South Coast Rail Corridor Plan or the 495/MetroWest Development Compact Plan, or other regional plan.
- Plans for use of local wood in signage, waterbars, footbridges, etc.

6. PROJECT QUALITY

Landscape preservation:

How much protected conservation land does this project abut? 19.20 acres
Oliver Mill 5.7 acres & Con. Com. Land on Plymouth Street 13.5 acres

Recreational opportunities:

Municipal Open Space and Recreation Plan (OSRP):

To apply for this grant you must have a current, approved OSRP, or have submitted a draft OSRP by the grant application deadline. To be eligible to apply with only a draft, a municipality must have completed the public participation process.
List the goals, objectives, or action plan items in your current or draft OSRP this project meets. Attach to your application copies of the relevant pages (not the whole plan).

	Goal, objective, or action plan item from current OSRP	Page no.
1	Manage and improve the Nemasket River Ecosystem	46
2	Protect and maintain the abundant diversity of natural & rare habitats	47
3	Discover and preserve/acquire historic and archaeological sites	48
4	Preserve and promote historic villages throughout town	47
5	Develop Forest Management Plans	48
6	Initiate critical land protection for recreational opportunities & other resource protection.	46
7	Update and Maintain Historic Oliver Mill Park (This property is across Rt. 44 and already protected and used by the public) this history of Oliver Mill Park goes hand in hand with the Oliver Estate Property.	47

What public recreational opportunities will the project provide?
Check the box that best describes your project. Clarify in the space below if necessary.
Recreational opportunities will be verified by DCS during the site visit.

- ■ Trail-based activities (e.g. hiking, Nordic skiing, biking, horseback riding)
- ■ Water-based activities (e.g. canoeing, swimming, fishing, skating)
- ☐ Wilderness activities (e.g. camping, hunting)
- ■ Historic, cultural, or environmental education
- ☐ Community gardening or other community agriculture

Additional description: Part of the Muttock National Register Historic District

Biodiversity and resource protection:

Portion of the project that lies within or abuts MA Natural Heritage and Endangered Species Program (MNHESP) BioMap2 designated areas:

Core Habitat: _____ acres see attached map

Critical Natural Landscape: _____ acres see attached map

Project is located in an area identified as of importance for climate change adaptation, as defined by The Nature Conservancy's Resilient Sites for Terrestrial Conservation Focal Areas map (link to map is available on the DCS website at http://www.mass.gov/eea/dcs-grants)

☐ Yes ■ No

Working lands:

Will active forest management or agriculture continue or begin *after* the acquisition?
Note: agriculture and forestry activities must be compatible with conservation and public use of the property.

☐ Yes ■ No

If yes, describe forestry or farming planned:
Potential Forestry

Water resources:

Portion of the property that is 0-300ft from ocean, lake, pond, river, stream, wetland, OR within an existing public drinking water supply area (Zone I/II or A/B),
OR over a medium- or high-yield aquifer:

☐ None ☐ 1-24% ☐ 25-50% ■ >51%

7. MUNICIPAL AUTHORIZATION:

Attach a certified copy of the Town Meeting or City Council vote, or draft language. Vote must conform to sample vote language criteria, available as Attachment D to this application.

Does this project have town meeting/city council approval? ■ Yes ☐ No

- If not, what is the scheduled date for the vote? 04/27/2015

8. OTHER IMPORTANT DOCUMENTATION:

1. **USGS topographic map** with an outline of the Project boundary. Include the location, acreage, ownership and use of other public or quasi-public open space abutting, or close to, the Project on the topographic map. Show current use of adjacent private lands. If applicable, show proximity to Priority Development and Preservation Areas as shown on the South Coast Rail Corridor Plan, 495/MetroWest Development Compact Plan, Central Massachusetts Land Use Priority Plan, Merrimack Valley Regional Plan, Metro North Land Use Priority Plan, or other regional plan. This map will be used by DCS staff to perform a site inspection.
2. **Plot plan or survey map** showing the Project boundary. The Project area must be shown in enough detail to be legally sufficient to identify the lands to be protected. A registered survey plan with deed references or assessor's map with block and lot number are acceptable.
3. **Draft Conservation Restriction (CR)** – If your project involves the purchase or conveyance of a CR, please complete a separate CR application and submit a draft restriction along with this application. The CR application is available under "Publications" at the DCS website at www.mass.gov/eea/dcs. To obtain a copy of the Conservation Restriction Handbook, visit the DCS website, or contact Nicole Sicard. Submit the draft CR to:

   Nicole Sicard
   Executive Office of Energy and Environmental Affairs
   100 Cambridge St., Suite 900
   Boston, MA 02114
   617-626-1011
4. **Other state agency review** – If it is not possible to include responses in the application package to DCS, attach a copy of your cover letter requesting their input.
   - *Massachusetts Natural Heritage and Endangered Species Program* (http://www.mass.gov/eea/agencies/dfg/dfw/natural-heritage/publications-forms/publications/).
   - *Massachusetts Historical Commission*
     Send the MHC a PNF (http://www.sec.state.ma.us/mhc/mhcpdf/pnf.pdf) with a photocopy of the USGS locus map with the property boundaries clearly indicated, smaller-scale property maps if available, and a cover letter to include information about any known historic or archaeological sites. Send this certified mail, return receipt requested, so that you know when it was received. MHC will review and comment to DCS (and copy the applicant) within 30 days of receipt. If a Conservation Restriction is part of your project, you must notify and submit it to MHC for review. See these websites for any questions: http://www.sec.state.ma.us/mhc/mhcpdf/pnfguide.pdf and http://www.sec.state.ma.us/mhc/mhcrevcom/revcomidx.htm.

5. **Brownfields:** If the property to be acquired is a brownfield site, the applicant should submit documentation of the nature of contamination, the type of remediation required, and an estimate of the cost and time required for remediation. This should include a map of contaminant locations. See the RFR for more information on requirements for brownfield projects.

If selected for LAND funding, the Respondent will be required to execute the following forms in order to complete a contract:

- LAND Project Agreement
- Commonwealth Standard Contract
- Commonwealth Standard Terms & Conditions
- Contractor Authorized Signatory Listing

9. SIGNATURES

Attach municipality's legal authority to apply for the grant, and the Chief Executive Officer's legal authorization to execute contracts. This is a resolution, motion or similar action that has been duly adopted or passed as an official act of the community's governing body that authorizes the filing of the application, including all understandings and assurances contained therein.

Robert Nunes — Date: 7/9/15

Chief Executive Officer — Type Official's Name

Conservation Commission members:

Signature	Printed Name
Steven Ventresca	Chair, Steven Ventresca
Diane C. Stewart	Diane C. Stewart, Vice Chairwoman
	D. Jeffrey Erickson
	John Medeiros
	Janet Miller
Jacqueline Schmidt	Jacqueline Scmidt
	John Neely

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344 Years of Progress

CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts

ROBERT G. NUNES
Town Manager

508-947-0928
FAX 508-946-2320

July 14, 2015

Melissa Cryan
Executive Office of Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

RE: LAND Grant application for proposed 45.7 Acre acquisition of the Oliver Estate Land Protection Project, Middleborough, Massachusetts.

Dear Ms. Cryan:

On behalf of the Town of Middleborough, its' Conservation Commission, and designated Project Manager Patricia Cassady, Conservation Agent, enclosed herewith is the Town's application to the Commonwealth's Fiscal Year 2016 LAND Grant program, pursuant to the proposed municipal acquisition of 45.7+/- acres in central Middleborough.

The Oliver Estate Land Protection Project will preserve 45.7+/- acres of ecologically significant woodland, floodplain, and frontage along the Nemasket River in Middleborough, south of the Nemasket's confluence with the federally-designated Wild and Scenic Taunton River. The Property is within Natural Heritage and Endangered Species Program-designated habitat areas for two rare species, the Northern Red-Bellied Cooter and the Eastern Box Turtle. The Property is also partially within NHESP-designated BioMap Core Habitat and Critical Natural Landscape, Priority Habitat for Rare Wildlife, and Estimated Habitat for Rare Species, and includes at least three Potential Vernal Pools.

The project will enable public access for a wide range of passive recreational pursuits such as hiking, fishing, nature study and potentially kayaking and canoeing. There are some existing trails on the property that can be expanded to allow access to the Nemasket River.

The Town is pleased to be collaborating on the project with the nonprofit land conservation organization, Wildlands Trust. Wildlands Trust has contributed extensive staff time to the project, has helped secure funding for the land purchase and due diligence expenses. Wildlands Trust is poised to hold the permanent conservation restriction required by the Community Preservation Act.

Currently the Town is still in negotiations with the owners to split the purchase of the lot with the house and the lot with the vacant land. We are anticipating a closing on the land at the end of 2015. We are aiming to have an amended P&S soon that would reflect this change in the purchase. We have the funding committed

by the Community Preservation Committee through town meeting however we wanted to free up some of this money toward the renovation of the house on a separate lot.

The Oliver Estate property would represent an outstanding and substantial addition to Middleborough's open space portfolio, and on a larger scale, to the mosaic of conservation lands along the Wild and Scenic Taunton River corridor. We appreciate your consideration of our application, and look forward to working with you to preserve the Oliver Estate property.

Sincerely,

Robert G. Nunes

Robert G. Nunes
Town Manager

Cc: Board of Selectmen

LAND GRANT PROJECT DESCRIPTION
HISTORIC OLIVER ESTATE PRESERVATION PROJECT
TOWN OF MIDDLEBOROUGH

PURPOSE OF ACQUISITION: The purpose of the Oliver Estate Preservation Project is to permanently preserve 45.7 acres of mixed woodlands and frontage on the Nemasket River in central Middleborough, just north of Rt. 44 and within one of the most ecologically and historically significant areas in Southeastern Massachusetts.

The Oliver Estate property includes 3800' frontage on the Nemasket River, an important tributary of the federally designated Wild and Scenic Taunton River, and is a significant component of an expanding corridor of open space along the lower Nemasket. It includes habitat for two rare species as identified by the Commonwealth's Natural Heritage and Endangered Species Program, and includes three potential vernal pools. The Property provides access to the Nemasket River, and will include a network of walking paths that will connect with the Historic Oliver Estate, a c.1769 structure that the Town is also working to acquire. The project is consistent with and supports several of the goals and objectives in the Town's updated 2015 Open Space and Recreation Plan, and is also consistent with several of the guidelines contained in the 2012 Draft Massachusetts SCORP Plan.

The owners are motivated sellers, and we anticipate having an executed purchase and sales agreement with the Town of Middleborough for $525,000.

The project would be the first open space project funded by Community Preservation Act monies in Middleborough, and has galvanized significant community support at all levels. The Community Preservation Committee has voted to support the project, the Board of Selectmen voted unanimously on June 2, 2014 to support the project, and the Town's Conservation Commission voted to support the project on June 5, 2014.

Wildlands Trust, a regional land conservation organization, is working to secure private foundation funds to complement the Town's anticipated CPA contribution, and is expected to hold the required Conservation Restriction on the Property.

PROPOSED USES: The Town will create a trailhead parking area off of Plymouth Street that will provide access to the Property for a wide range of passive recreational activities, including hiking, fishing, nature study, and potentially kayaking and canoeing. The Town will also create a network of walking paths throughout the Property, taking great care to avoid wetlands and other sensitive habitats and minimizing impacts on the land.

The Town is also working to acquire the adjacent 8.3-acre parcel that includes the historic Oliver Estate building and grounds. Although that parcel is not included in the scope of this LAND Grant application, it will be preserved with a separate Historic Preservation Restriction, and will be publicly accessible and connected to the trail system described above.

DESCRIPTION OF PROPERTY: The Property is located off the west side of Plymouth Street in central Middleborough. It includes approximately 3800', or two-thirds of a mile, of frontage on the Nemasket River, an important tributary of the Wild and Scenic Taunton River. It also includes extensive frontage on Plymouth Street. Topography is level to gently rolling, with two small hills of 40' and 50' elevation, respectively. It is almost entirely wooded with a mix of several different species of oaks and Pitch and White Pine in upland areas, and Red Maple in wetland areas. The Property is strategically situated along a stretch of the Nemasket River corridor that includes multiple parcels of ecological and historical interest, including several parcels previously acquired by the Town for conservation purposes.

NATURAL RESOURCE VALUES AND CHARACTERISTICS: The Oliver Estate property is within an area designated by the Natural Heritage and Endangered Species Program as habitat area for two rare species, the Northern Red-Bellied Cooter (*Pseudemys rubriventris*, **pop. 1, state and federally endangered**) and Eastern Box Turtle (*Terrapene carolina*, **Special Concern**), is partially within areas mapped as **Priority Habitat #1421** and **Estimated Habitats of Rare Wildlife**, and most of its riparian area is within **BioMap 2 Core Habitat** and **Critical Natural Landscape**. NHESP's comment letter is included herewith. Although NHESP currently classifies three vernal pools on the Property as "Potential Vernal Pools" because they aren't yet certified, field investigations by an appraiser associated with this project

and others revealed the presence of egg masses and other unmistakable evidence of vernal pool species. The Middleborough Conservation Commission will work to certify the pools following the Town's acquisition of the Property. The Nemasket is a major tributary of the Taunton River, and supports one of the largest herring runs in the northeastern United States.

CONSISTENCY WITH SCORP AND OSRP: Relevance to SCORP Guidelines: The Oliver Estate Preservation Project aligns with and advances the following SCORP goals contained in the 2012 Draft Massachusetts SCORP Plan:

- *Increase the availability of water-based recreation.* The project will protect land with extensive frontage on the Nemasket River that will enable access for water-based recreational pursuits, including fishing. The Town will also assess the feasibility of creating a launch site for car top boats.

- *Invest in recreation and conservation areas that are close to home for short visits.* The Oliver Estate property is proximate to major transportation routes, including Rt. 44, is also proximate to Middleborough's Town Center, an area mapped as an Environmental Justice area and will be easily accessible via a short drive for most town residents. The Town is also evaluating the potential for affording public transportation access to the Property via the GATRA Regional Transit System.

RELEVANCE TO OSRP: The project is consistent with and supports several of the goals and objectives contained in the 2015 Town of Middleborough Draft Open Space and Recreation Plan, including:

1) Manage and improve the Nemasket River ecosystem
2) Protect and maintain the abundant diversity of natural and rare habitats in Middleborough
3) Discover and preserve/acquire historic and archeological sites.
4) Preserve and promote historic villages throughout town (this is in the Muttock National Historic Register District)
5) Develop Forest Management Plans
6) Initiate critical land protection for recreational opportunities and other resource protection
7) Update and Maintain Historic Oliver Mill Park (this property is across Rt. 44 and already protected and used by the public) this history of the Oliver Mill Park property goes hand in hand with the Oliver Estate Property.

PROJECT SCHEDULE:

Anticipated *Execution of P+S with landowners: 1/2015*
Town Meeting Vote Approving Project: 4/27/2015
Submission of LAND Grant: 7/15/2015
DCS Site Visit: late summer 2015
Completion of Due Diligence Tasks: Completed (21E & Septic Inspection & Percs)
LAND Grant Award Notification: late October/early November 2015
Closing: Negotiating extension of closing for Lot B, Closing for Lot A 7/31/2015
Completion of CPA CR: Early 2016
Opening of Property to the Public: Summer 2016

PLANS FOR USE OF LOCAL WOOD IN SIGNAGE, ETC: The Town of Middleborough is committed to sourcing locally produced materials whenever possible.

The current owner has not sought to actively manage the Property's forest resources, and at present there isn't a forest management plan in place. However, the Town is interested in working with a forester to inventory and assess the Property's potential for active forest management for the benefit of habitat enhancement and to create a revenue stream.

Project Budget – Oliver Estate (45.7+/- Acres)
Middleborough, MA

Reimbursable Project Costs:	
Land Purchase (45.7+/- Acres)	$296,900
Survey	$2,000
Title Examination	$2,000
Recording Fees	$2,000
Total Project Costs	**$302,900**
Grant Request Amount (66%):	$197,994
Sources of Project Funding (anticipated):	
MA LAND Program (Middleborough 66% reimbursement)	$197,994
Town Weston Forest Account	$40,000
Total Project Funding	**$237,994**

Middleborough CPA Funds (if we don't get the grant)
See Town Meeting Article 18 (April 27, 2015) **$338,000
**We would like to get the grant to then free up some of this money toward the restoration of the house instead of it being dedicated toward the purchase only.

Monies will still be used from CPA Funds for the 34% of costs outside the 66% reimbursement

Non-Reimbursable Project Support:	
Wildlands Trust	$10,000
Total	**$10,000**
Also:	
21E Site Assessment	$2,500

Commonwealth of Massachusetts

Division of Fisheries & Wildlife

Wayne F. MacCallum, *Director*

RECEIVED
MAY 27 2014
CONSERVATION COMMISSION
MIDDLEBOROUGH, MA

May 23, 2014

Patricia Cassady
Middleborough Conservation Commission
Town of Middleborough
20 Centre St., 2nd Floor
Middleborough, MA 02346

RE: Town of Middleborough LAND proposal
Oliver Estate project – rare species information

Dear Ms. Cassady:

The Massachusetts Natural Heritage and Endangered Species Program (NHESP) supports the efforts of the Town of Middleborough to protect about 47 acres along the Nemasket River in Middleborough. Currently, the NHESP has documented habitat of two rare species listed under the Massachusetts Endangered Species Act (MESA) on or near the subject parcel: **Northern Red-bellied Cooter (*Pseudemys rubriventris* pop. 1, state and federally Endangered) and Eastern Box Turtle (*Terrapene carolina*, Special Concern).**

While protection of the subject parcels may benefit rare species, it will also undoubtedly benefit some of the more common flora and fauna in this area. Habitat fragmentation is a major threat to many wildlife, bird, and plant species and the protection of contiguous, undisturbed tracts of habitat is vital to ensuring their long-term viability.

Please do not hesitate to call me at 508-389-6351 if you have any further questions.

Sincerely,

Lynn C. Harper
Habitat Protection Specialist
Massachusetts Natural Heritage & Endangered Species Program

RECEIVED
JUN - 6 2014
CONSERVATION COMMISSION
MIDDLEBOROUGH, MA

The Commonwealth of Massachusetts

William Francis Galvin, Secretary of the Commonwealth

Massachusetts Historical Commission

June 3, 2014

Celia Riechel
Grant Programs Supervisor
Division of Conservation Services
Executive Office of Energy & Environmental Affairs
100 Cambridge St, 9th fl
Boston MA 02114

RE: LAND Grant Application, Oliver Estate, 445 Plymouth Street (Map 41, Lots 2867 & 2098), Middleborough. MHC #RC.56148.

Dear Ms. Riechel:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the Project Notification Form (PNF) and MHC's files for the proposed LAND grant program project referenced above. The project proposes acquisition of ca. 47 acres.

The MHC strongly recommends this important land acquisition project for funding. Acquisition of the property will protect and preserve the setting of a contiguous, significant historic property, and will protect and preserve archaeologically sensitive land.

A portion of the proposed acquisition area is within the Muttock Historic and Archaeological District (MHC #MID.X), listed in the State and National Registers of Historic Places. The acquisition area is part of a large estate that is associated with the Peter Oliver Jr. – Sprout House (MHC #MID.140), listed in the State and National Register of Historic Places as a contributing property to the historic district. The historic houselot (ca. 8 acres) is proposed to be subdivided from the acquisition parcel. The houselot contains the sole Colonial Period building (original portions ca. 1769) within the historic district that is a preeminent and well-preserved example of Federal style architecture. Peter Oliver, Jr. has been the subject of several recent historical scholarly treatments, and his interest and influence in scientific agriculture is notable. Enslaved persons were present at the property in the 18th century as domestic servants and agricultural laborers. The houselot, featured and highlighted in the National Register nomination for the historic district, includes the house, a carriage house, the building foundation remains of a former barn, and formal designed historic landscape elements that date to the 1940s, such as a stonewall-lined driveway with an allee of evergreen trees, juniper hedges, gardens, and a wood arbor way. The setting of the historic houselot includes the proposed acquisition area, where Oliver's agricultural laborers worked, and where Oliver's interests in agricultural technology were carried out. Significant archaeological features and deposits from the historical period land use activities are expected in the acquisition area.

The location of the property along the Nemasket River and with other wetlands, and the presence of known and significant ancient and historical period Native American habitation in this part of Middleborough indicate that the acquisition area is also highly likely to contain significant archaeological features and deposits of ancient and historical period Native American land use and occupation.

220 Morrissey Boulevard, Boston, Massachusetts 02125
(617) 727-8470 • Fax: (617) 727-5128
www.sec.state.ma.us/mhc

The MHC recommends that the Conservation Restriction to be developed for the acquisition area should include stipulations that will assist to protect and preserve the property's significant historic and archaeological qualities and characteristics. The MHC is able to assist in review and comment on a draft Conservation Restriction for the acquisition area. The MHC also recommends that that the Town of Middleborough should consider future acquisition of a Preservation Restriction (MGL c. 184, ss. 31-33) for the contiguous homelot.

These comments are offered to assist in compliance with MGL c. 9, ss. 26-27C (950 CMR 71). Please contact me if you have any questions or need additional information.

Sincerely,

Edward L. Bell
Deputy State Historic Preservation Officer
Senior Archaeologist
Massachusetts Historical Commission

xc:
Irene Del Bono, EEA-DCS
Patricia J. Cassady, Middleborough Conservation Commission
Ruth McCawley Geoffroy, Middleborough Planning Dept.
Middleborough Historical Commission

Allison J. Ferreira
Town Clerk

TOWN OF MIDDLEBOROUGH
Town Clerk's Office

Bank Building, 20 Centre Street
Middleborough, Massachusetts 02346-2250
508-946-2415 phone
508-946-2308 fax

RECEIVED
JUL 09 2015
CONSERVATION COMMISSION
MIDDLEBOROUGH, MA

July 8, 2015

To Whom It May Concern:

I do hereby certify that the following vote was taken at the April 27, 2015 Annual Town Meeting, held in the Middleborough High School Auditorium, which was called to order at 7:32 PM by the Town Moderator, Wayne C. Perkins, who declared a quorum present:

Prior to taking a vote on Article 18, Town Moderator Wayne C. Perkins stepped back on Article 18 and appointed Mr. Robert M. Desrosiers as Substitute Moderator to moderate the article in accordance with rules and to avoid any appearance of a conflict of interest as Moderator Perkins served as an appointed member to the Historical Commission which voted to support Article 18.

Also, prior to taking a vote on Article 18, Jane Lopes made a presentation on behalf of the Community Preservation Committee and Dean Harrison conducted a presentation on behalf of the Neighborhood Corporation.

*A **point of order** was made by Glenn Montapert who declared a personal attack when a name was disclosed during discussion, Substitute Moderator Robert M. Desrosiers responded it was it was acceptable to mention a public official by name.*

*A **point of order** was made by Adam Carbone not to discuss the merits of the project, but only whether or not to indefinitely postpone the article.*

*A motion made and seconded to indefinitely postpone Article 18 **failed** by majority vote.*

ARTICLE 18: Voted by counted vote of yes, 131 and no, 18, to authorize the Board of Selectmen to purchase the real property on Plymouth Street known as the Oliver Estate and shown as Lot 2867 and Lot 2098 on Middleborough Assessors Map 041 for conservation and historic preservation purposes, and to appropriate $338,000.00, of which $30,500.00 is to be transferred from the Undesignated Community Preservation Fund of the Community Preservation Committee and $307,500.00 is to be transferred from the Budgeted Reserve Fund of the Community Preservation Committee, said $338,000.00 to be used for land purchase expense, incidental legal, due diligence, closing costs and up to $7,000.00 for in-house project management and oversight, and to authorize the Board of Selectmen to determine what portion of the property is to be park, forest, open space and/or conservation land to be managed by the Conservation Commission with the remainder of the property including buildings to be managed by the Board of Selectmen, to submit on behalf of the Town any and all applications deemed necessary for gifts, grants, and/or reimbursements from the Commonwealth of Massachusetts, the United States and/or any state or federal programs including those in aid of acquisition of property for conservation and for historic preservation and/or any other sources, public or private, all in connection with the aforesaid property, to grant a

Allison J. Ferreira
Town Clerk

TOWN OF MIDDLEBOROUGH
Town Clerk's Office
Bank Building, 20 Centre Street
Middleborough, Massachusetts 02346-2250
508-946-2415 phone
508-946-2308 fax

perpetual conservation restriction on the park, forest, open space and/or conservation land as determined by the Board of Selectmen and to grant a perpetual preservation restriction on the remaining historic portion of the property as determined by the Board of Selectmen, such restrictions to meet the applicable requirements of General Laws, Chapter 44B, Section 12 and General Laws, Chapter 184, Sections 31-33, and to enter into any and all agreements, execute any and all instruments and take any other action as may be necessary with respect to the matters hereby authorized.

Board of Selectmen Recommended Favorable Action
Finance Committee Recommended Favorable Action

Very truly yours,
Allison J. Ferreira
Allison J. Ferreira
Town Clerk

A TRUE COPY ATTEST:
Allison J. Ferreira
TOWN CLERK

PURCHASE AND SALE AGREEMENT

From the Office of:
Daniel F. Murray, Esquire
P.O. Box 201
Middleboro, MA 02346
508-947-4433

This day of 2015

1. PARTIES AND MAILING ADDRESSES

Starr O. Lawrence and Prudence O. Harper c/o Prudence O. Harper, 45 East 85th Street, New York, NY 10028 hereinafter called SELLER, agrees to SELL and **Town of Middleborough of Town Hall (Board of Selectmen), Middleboro, MA 02346** hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION *(include title reference)*

Two (2) parcels of real estate on the westerly side of Plymouth Street in Middleborough, Plymouth County, Massachusetts shown as Lot 2098 and Lot 2867 on Middleborough Assessors Map 41. Lot 2098 contains 7.0 acres more or less. Lot 2867 contains 40.0 acres more or less with a dwelling. For title to Lot 2098 see Land Court Certificate of Title No. 46057. For title to Lot 2867, see Plymouth County Probate Court Docket No. 79746.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES *(fill in or delete)*

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and

4. TITLE DEED *(fill-in)*

Include here by specific references any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven .....days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

(a) Provisions of existing building and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(d) Any liens or municipal betterments assessed after the date of this agreement;
~~(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;~~
*(f)

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. PURCHASE PRICE *(fill-in); space is allowed to write out the amounts if desired*

The agreed purchase price for said premises is **$525,000.00 (Five Hundred and Twenty-five Thousand Dollars)**, of which

$ -0- have been paid as a deposit;
$ 525,000.00 are to be paid at the time of delivery or the deed by a check signed by the Town of Middleborough Town Treasurer drawn on an account of the Town of Middleborough
$ 525,000.00 TOTAL

7. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 11:00 o'clock (a.m./~~p.m.~~) on the 31st day of July, 2015 at the Plymouth County Registry of Deeds (Plymouth office), unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISE *(attach a list of exceptions, if any)*

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM *(Change period of time if desired).*

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then ~~any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the~~ SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days. **Seller shall not be required to expend more than $1,500.00, exclusive of monetary liens, in using reasonable efforts hereunder.**

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or within a reasonable time consistent with local title practice.

15. INSURANCE *(Insert amount (list additional types of insurance and amounts as agreed)*

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire & Extended Coverage	$

Same as currently effective

16. ADJUSTMENTS *(list operating expenses, if any, or attach schedule)*

~~Collected rents, mortgage interest~~, water ~~and sewer~~ use charges, ~~operating expenses~~ (if any) ~~according to the schedule attached hereto or set forth below~~, and taxes for the then current fiscal year, shall be apportioned ~~and fuel value shall be adjusted~~, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. ~~Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER's FEE *(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))*

A Broker's fee for professional services of **Thirty-one Thousand Five Hundred Dollars ($31,500.00)** is due from the SELLER to **William Raveis Real Estate**
the Broker(s) herein~~, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser~~ **upon conveyance.**

19. BROKER(S) WARRANTY
(fill in name)

The Broker(s) named herein **William Raveis Real Estate** warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.

20. DEPOSIT
(fill in name)

~~All deposits made hereunder shall be held in escrow by~~ **Buyer's attorney Lynn M. Deitzer** ~~as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.~~

21. BUYER's DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages ~~unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing,~~ **as Seller's sole remedy at law or in equity.**

22. RELEASE BY HUSBAND OR WIFE

~~The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.~~

23. BROKER AS PARTY

The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.

If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS (fill in) *if none, state "none"; if any listed, indicate by whom each warranty or represenation was made*

~~The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):~~

NONE

26. MORTGAGE CONTINGENCY CLAUSE *(omit if not provided for in Offer to*

~~In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith~~

Purchase) ~~refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____,~~

27. CONSTRUCTION AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent or the parties to it.

28. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. CARBON MONOXIDE DETECTORS

For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F ½ or that the Premises are otherwise exempted by Statute.

31. ADDITIONAL PROVISIONS

The initialed riders, if any, attached hereto, are incorporated herein by reference.

See ADDENDUM attached hereto and incorporated as part of this agreement.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney

SELLER

Starr O. Lawrence

Prudence O. Harper

BUYER – Town of Middleborough

By:

Board of Selectmen

Broker: William Raveis Real Estate

~~recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____.~~

27. CONSTRUCTION AGREEMENT — This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent or the parties to it.

28. LEAD PAINT LAW — The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

29. SMOKE DETECTORS — The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.

30. CARBON MONOXIDE DETECTORS — For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F ½ or that the Premises are otherwise exempted by Statute.

31. ADDITIONAL PROVISIONS — The initialed riders, if any, attached hereto, are incorporated herein by reference.

See ADDENDUM attached hereto and incorporated as part of this agreement.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney

SELLER

Starr O. Lawrence

Prudence O. Harper

Prudence O. Harper

BUYER – Town of Middleborough

By:

Board of Selectmen

Broker: William Raveis Real Estate

ADDENDUM

32. Buyer shall have the right to inspect and/or test or to have inspected and or tested the premises and any parts thereof on or before **March 31, 2015.** Such inspections or tests may include without limitation Chapter 21E hazardous material/petroleum inspection, dwelling inspection(s) and Title 5 inspection and percolation tests referred to in Paragraph 34(c). If Buyer is not satisfied with the results of any such inspection or test, Buyer may terminate this agreement without recourse provided that Buyer shall give Seller written notice of such termination by **March 31, 2015.**

33. The dwelling on the premises shall be sold in an "As Is" condition notwithstanding that there may be defects in the dwelling structure and/or its heating, electrical, water supply, plumbing and other systems.

34. Buyer's performance of this agreement shall be contingent upon the following:

(a) Middleborough Town Meeting authorization of the Board of Selectmen to purchase the premises for $525,000.00 and Middleborough Town Meeting appropriation of funds sufficient to purchase the premises for $525,000.00. **Middleborough Town Meeting appropriation of $55,000.00 in addition to the purchase money of $525,000.00 for anticipated costs and expenses in connection with or related to the purchase including without limitation costs/expenses related to an historical preservation restriction and survey, engineering and closing costs.** The Town will notify Seller in a timely manner when the Town Meeting authorizes purchase and appropriation of sufficient funds.

(b) The Town of Middleborough receiving awards of monetary grants from federal, state and/or private sources in connection with the Town's purchase of the premises in amounts satisfactory to the Town. The Town will notify Seller in a timely manner of the award of monetary grants including the name of the donor/grantor of the award and the amount of the grant.

(c) The Buyer receiving an inspection report of the septic waste disposal system serving the dwelling on the premises from a qualified Title 5 State Environmental Code inspector that the system passed inspection as a system which protects public health and safety and/or the environment. The Buyer will engage and pay for a qualified Title 5 inspector to do the inspection. If the inspection report indicates that the system did not pass inspection, Buyer may terminate this agreement without recourse of the parties by written notice to the Seller. The notice shall include a copy of the inspection report. However, Buyer may elect to purchase the premises notwithstanding that the system did not pass inspection. In such event, the agreement shall be performed without reduction in the purchase price. Buyer shall give Seller notice if it elects to purchase notwithstanding that the system did not pass inspection.

In the event the system does not pass inspection, Buyer at its expense shall have the right to engage a qualified party to perform one or more septic waste disposal system percolation tests on the premises to determine the suitability of soils/ground conditions for a new septic waste disposal system to serve the dwelling on the premises. Buyer shall reasonably restore the premises with respect to disturbance of the ground conditions caused by the percolation test(s).

(d) Seller agrees to cooperate with Buyer if Buyer determines that a special permit and/or a division of the premises by means of a Form A (Section 81P) plan is needed for

grant funding requirements or desired. Such cooperation shall include signing applications to be submitted to Buyer's Planning Board in connection with such special permit and/or Form A plan.

(e) Seller upon request of Buyer shall convey the premises by means of two (2) separate deeds, each deed to be of a part of the premises determined by Buyer and for consideration amounts determined by Buyer, provided that the deeds shall be delivered on the same date and that the total combined consideration paid for the deeds shall be $525,000.00.

(f) Seller shall cooperate with Buyer in the event Buyer deems it necessary or desirable that all or part of the premises shall be purchased by a qualified non-profit conservation organization to be held temporarily by the conservation organization prior to Buyer taking title to said whole or part of the premises by the conservation organization's deed to Buyer

35. Seller hereby authorizes Buyer to use the surveying and engineering work product, data and measurements produced by GAF Engineering (GAF) and Outback Engineering (Outback) developed in connection with their work on the premises for Seller. **Seller hereby authorizes GAF and Outback to disclose or release to Buyer for Buyer's use or benefit information (surveying and engineering work product) which they developed in connection with their work on the premises for Seller.**

36. Notices to Seller by Buyer under or pursuant to this agreement shall be in writing and may be given to the Broker and/or Seller **with copy to Seller's attorney: Kathleen P. Muncey, Esquire, Delaney & Muncey PC, 38 Resnik Road-Suite 300, Plymouth, MA 02360 (508-746-2200) kmuncey@delaney-muncey.com.**

37. Seller shall execute a copy of the attached Tax Compliance Agreement and deliver it to Buyer on or before **January 31, 2015.**

38. Seller shall complete and execute a copy of the attached Disclosure Statement and deliver it to Buyer on or before **January 31, 2015.**

SELLER:

Starr O. Lawrence

Prudence O. Harper

BUYER – Town of Middleborough
By:

Board of Selectmen

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(f) Seller shall cooperate with Buyer in the event Buyer deems it necessary or desirable that all or part of the premises shall be purchased by a qualified non-profit conservation organization to be held temporarily by the conservation organization prior to Buyer taking title to said whole or part of the premises by the conservation organization's deed to Buyer

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SELLER:

Starr O. Lawrence

Starr O. Lawrence

Prudence O. Harper

Prudence O. Harper

BUYER – Town of Middleborough

By:

Board of Selectmen

GAF Engineering, Inc.

266 Main Street
Wareham, MA 02571
Phone: 508•295•6600
FAX:508•295•6634
Email:gaf.eng@verizon.net

Invoice No. 34440
Date 6/22/2015
Job No. 15-8545
Your P.O. No.

MIDDLEBORO, TOWN OF
TOWN MANAGER
10 NICKERSON AVENUE
MIDDLEBORO, MA 02346

TERMS: All bills are due within 10 working days of this invoice. Past due accounts are subject to a FINANCE CHARGE which is computed by a "PERIODIC RATE" of 1½% per month.

PLYMOUTH STREET, 445, MIDDLEBORO — **Billed Through:** 6/14/2015

DESCRIPTION	
Research	
Preliminary Title V Inspection	
Soil evaluator on-site to conduct percolation test, soil observation holes	
Project administration and coordination	
Meeting with Town Planner	
Prepare Form A/Special Permit Plan for retreat lot	
Prepare Special Permit Application	
Preliminary Sewage Disposal System sizing and location sketch	$4,113.75
Reimbursable Expenses: Abutters list, postage, prints	$647.10
AMOUNT DUE:	**$4,760.85**

Environmental Strategies & Management

Please Remit To: *273 West Main Street*
Norton, MA 02766
(508) 226-1800
(508) 226-1811 FAX

June 11, 2015

INVOICE

Robert G. Nunes

Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346

Invoice # 24471

Billing Period: **Through** May 29, 2015

In Reference To: 445 Plymouth Street
Middleborough, MA 02346

Phase I Environmental Site Assessment
ES&M 2015-025

	Amount
TOTAL PROFESSIONAL SERVICES	**$2,500.00**
ASTM Phase I Environmental Site Assessment	

EXECUTIVE OFFICE OF ENERGY and ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES
100 Cambridge St., 9th fl.
Boston, MA 02114-2150
(617) 626-1011

For agency use only
DATE:_____
MUNICIPALITY (list all):
_____
NUMERIC ASSIGNMENT(S):____/____

CONSERVATION RESTRICTION APPLICATION FORM

Pursuant to the provisions of M.G.L .ch. 184.§32. the Executive Secretary of Energy and Environmental Affairs is hereby requested to approve a perpetual conservation restriction as described below:

A. GENERAL INFORMATION (please indicate contact person for CR review)

1. GRANTOR(S) (must list all owners)
Town of Middleborough
(Name(s))
10 Nickerson Avenue, Middleborough, MA 02346
(Address)
508-946-2406 & 508-946-2309 (Telephone & fax No.) Patricia J. Cassady (Contact Person)

2. GRANTEE(S): Wildlands Trust, Inc.
(Name(s))
675 Long Pond Road, Plymouth, MA 02360
(Address)
774-343-5121 & 774-343-5124 (Telephone & fax No.) Scott MacFaden (Contact Person)

3. ARE THERE ONE OR MORE MORTGAGES ON THE PROPERTY? ☐Yes ☒No
(Assent of mortgagee(s) is required and must be recorded with the restriction.)

4. IS THE RESTRICTION IN MORE THAN ONE MUNICIPALITY? ☐Yes ☒No

5. TYPE OF RESTRICTION:
a. Conservation Only: ☒
b. Joint Restriction: ☐
Type: _____
(agricultural, historical, watershed)

6 STATE OR FEDERAL FUNDS INVOLVED ☒Yes ☐No
☒ CPA (attach attested copy of town meeting vote(s) as an exhibit)
☒ Grant (type) (attach as an exhibit)
☐ Other (attach)
☐ Is there a deadline for completing restriction (reason)? _____ 20____

NOTE: (A full package must be submitted for CR review, even if all or some of the materials were submitted as part of the grant process, as the grant programs are separate)

7. PUBLIC OFFICIALS: State Representative(s) Thomas J. Calter,

State Senator(s) Marc Pacheco, Other involved Official(s) _____

NOTES:

If the grantee is a non-profit charitable corporation or trust, DCS may require proof that it is a qualified charitable organization in accordance with M.G.L. c.180 §4(a) or (l) and the I.R.S. Code Section 501(c) (3) that qualifies as a M.G.L. c.184 §32 holder, and reserves the right to review the organization's by-laws and list of officers.

Regardless of whether the grantee is a qualified private non-profit organization or a city or town or commission, authority, or other instrumentality thereof, the local conservation commission must define the reasons for preserving the property and certify that the restriction is in the public interest (please refer to page 6).

A conservation restriction is a voluntary limitation on the use of land designed to preserve it from adverse future change. But it should be distinguished at the outset from an agricultural preservation restriction which is approved by the Commissioner of Food and Agriculture for the Commonwealth, 251 Causeway Street, Boston, MA 02114-2150, and from an historical preservation restriction, which is approved by the Massachusetts Historical Commission 80 Boylston Street, Rm. 310, Boston, MA 02116, and from a state watershed preservation restriction which is approved by the Commissioner of the Department of Conservation and Recreation, 251 Causeway St., Boston, MA 02114-2150.

It is possible for a restriction to fit into more than one category, requiring more than one approval. If this is a joint restriction, has the approval process been started with the joint holder, including the Commissioners of Food and Agriculture, DCR, the Massachusetts Historical Commission, etc.? ☐Yes ☐No

8. GRANTOR'S INTENT
   a. Charitable contribution: ☐Yes ☐No N/A
      Do you intend to claim an IRS income tax deduction? ☐Yes ☐No N/A
   b. Granted or required as part of municipal or state permitting process? ☐Yes ☒No
      1. Is this restriction required by a M.G.L. C.40A §9 special permit? ☐Yes ☒No
         (Please attach a copy of the permit(s) as an exhibit)
      2. Required by M.G.L. C.131, §40 Wetlands Order of Conditions? ☐Yes ☒No
         (Please attach a copy of the Order of Conditions)
      3. Other? ☒Yes ☐No (please explain)

      The CR is being granted in compliance with Section 12 of the Community Preservation Act

   c.. Other: Please explain (for example, sale of a C.R. to a public agency):

   d. Is this a perpetual restriction? ☒Yes ☐No If less than permanent, for how many years: ____
   (It is the policy of DCS not to approve less than permanent restrictions except in exceptional circumstances. Please discuss the restriction with DCS before submitting a non-permanent CR)

B. PUBLIC BENEFIT

1. Is the restriction for the preservation of land areas for outdoor recreation by, or the education of, the general public (will there be public access)? ☒Yes ☐No
2. Is the restriction for the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems? ☒Yes ☐No
3. Is the restriction for the preservation of open space (including farmland and forest land) where such preservation is:
   a. pursuant to a clearly delineated federal, state, local governmental policy, and will yield a significant public benefit? ☒Yes ☐No
   b. for the scenic enjoyment of the general public and will yield a significant public benefit? ☒Yes ☐No
4. Is the property historically significant or meets National Register Criteria or is within a registered historic district or contributes to the integrity of an historic building or property? ☒Yes ☐No

5. Other public benefit? ☒Yes ☐No (if yes, please explain)
Close to an Environmental Justice Neighborhood in Downtown Middleborough.

NOTES:

The Secretary will find sufficient evidence of the "public interest," if the applicant can show that the restriction meets any of the tests for deductibility under the Internal Revenue Service Code Section 170(h) and the Regulations promulgated thereunder, or a private letter ruling by the Internal Revenue Service shall be deemed sufficient for establishing such deductibility, or the applicant makes an independent showing of eligibility for deductibility. The letter ruling or documentation demonstrating eligibility for deductibility should be attached along with this application

Regardless of the intent of the grantor's gift, the Secretary's determination of public interest will be dependent upon how well the applicant demonstrates public interest; however, grantors should be advised that the Secretary reserves the right to require modifications to the conservation restriction where in his/her opinion the retained rights adversely impact the public interest or natural resource values of the property or when the document is improperly drafted.

C. SITE DATA

1. Location:
   1. Municipality Middleborough Street Location Part of 445 Plymouth Street
   2. Grantor's Registry of Deeds Bk. #_____ Page #_____
   3. Assessors Map # 41 Lot # Part of 2098 & 2867
   4. New Site?: Yes Addition to existing restricted area:_____(please specify)

2. Zoning: Commercial ☐ Industrial ☐ Residential ☒ (check all that apply)

3. Title: Does applicant have clear title? ☒ Yes ☐No
   If no, please explain:

4. Encumbrances: Is the property encumbered by any easement(s)? ☐Yes ☒No
   Is the property encumbered by any mortgages(s)? ☐Yes ☒No
   Please explain and attach copy of easement, mortgage subordination, etc.:

5. Geographic Information (if restriction is located in 2 municipalities, fill out separate page for each):
   1. Total acres: 45.7+/- Acres covered by restriction: 45.7+/- Total unrestricted areas____
   2. Cover: acres in A. Upland Forest 18+/- B. Open (field, pasture, etc.)_____
      C. Vegetated Wetland 18+/- D. Water 5+/- E. Other Floodplain 5+/-
   3. Topography: acres in A. Flat 20+/- B. Hilly_____
      C. Rolling 25+/- D. Mountains_____
   4. Water front: feet on A. Ocean_____ B. River 3,800 on Nemasket
      C. Stream_____ D. Lake_____
      Please identify waterbody Nemasket River a direct Tributary to the Taunton River

6. General information:

Are there any improvements existing on the property, or to be permitted after execution of the C.R.? ☒Yes ☐No If yes, please describe in detail:

7. Is the property currently under any of the preferential real estate tax assessment programs?

☐Yes ☒No If yes, which one: c.61 ☐ c.61A ☐ c. 61B ☐

NOTE:
If the restriction lies in more than one community, separate Site Data forms, Selectmen and Conservation Commission approvals must be completed for that portion of the restriction within each community

8. If the property is under agricultural use, is the soil considered prime or of statewide agricultural significance?
☐Yes ☐No (If yes, USDA Soil Conservation Service data must be provided)

9. Is the property adjacent to any public or quasi-public land or buildings? ☒Yes ☐No

Describe briefly: Across from Route 44 is Oliver Mill Park, which is managed by the Middleborough Park Department. There is also Conservation Land near Oliver Mill Park and the KOA Campground facility is across from the property on Plymouth Street.

10. Does the property lie within an historic district, include an archaeological or rare species site, fall within a Department of Conservation and Recreation designated scenic landscape, river, or within an Executive Office of Energy and Environmental Affairs designated Area of Critical Environmental Concern, a Zone II of a public water supply etc.? Please explain:

The property is currently part of the land that is associated with the Peter Oliver, Jr. house, which is on the National Historic Register. The property is along the Nemasket River, which is a direct tributary to the Wild & Scenic Taunton River. It is also part of the historical and archaeologically significant Muttock District. Natural Heritage has stated that the state and federally endangered Northern Red-Bellied Cooter and the Eastern Box Turtle, species of special concerned have habitat on the premises.

11. Will public access be allowed? ☒Yes ☐No If yes, explain any limitations, type, etc.:
The premises will be open to the public for passive recreation, including hiking, nature study, and fishing. Motorized recreation will not be permitted.

Prepared by: Patricia J. Cassady, Conservation Agent for the Middleborough Conservation Commission

Address: 20 Centre Street, 2nd Floor

Middleborough, MA 02346

508-946-2406, 508-946-2309

(telephone number, fax number if comments are to be sent to preparer)

ATTACHMENTS:

a.	Draft Conservation Restriction (required)	☒Yes		☐No
b.	USGS Topographic map with conservation restriction outlined and identified thereon (required)	☒Yes		☐No
c.	Survey, plotmap, or sketch plan (required)	☒Yes		☐No
d.	Natural resource inventory, (if available)	☐Yes		☒No
e.	Wetlands Order of Conditions C.131.§40, (if applicable) N/A	☐Yes		☐No
f.	Zoning, C. 40A, §9 Special Permit, etc. (if applicable) N/A	☐Yes		☐No
g.	I.R.S. letter ruling, (if applicable & not previously provided) N/A	☐Yes		☐No
h.	Charitable status documentation,(if applicable & not previously provided)	☐Yes	N/A	☐No
i.	Assent of mortgagee(s) (if applicable) N/A	☐Yes		☐No
j.	USDA Soil Data, (if applicable) N/A	☐Yes		☐No
k.	Other (please specify) (court orders, settlement agreements, votes, grant agreement, contracts, etc.)	☐Yes		☒No

NOTES:

The applicant is highly advised to follow the Model Conservation Restriction and submit a draft of the conservation restriction for a determination as to whether it is acceptable for approval by the Secretary. All required attachments must be submitted for review.

The final conservation restriction must be prepared in a form suitable for recording and be approved and signed by the grantor, grantee, and municipal official(s), have all final Exhibits attached, and a subordination, if applicable, to be recorded prior to the conservation restriction.

Please check your local Registry of Deeds for their requirements, particularly as to first page spacing.

MUNICIPAL CERTIFICATION

(We) the undersigned Conservation Commission of _____(the certifier/holder) hereby certify that the proposed conservation restriction is in the public interest in that it (describe public benefit):

_____

_____

_____

_____

_____

_____

_____

_____

_____

Date: _____ Signed:

_____

_____

_____

_____

_____

_____

NOTES:

This certification by the conservation commission may be submitted separately from the application and filed with the submission of the executed conservation restriction, it being recognized that the applicant may want to submit the application with a draft copy of the conservation restriction for review prior to actual submission of the executed document.

Conservation restriction lands which overlap municipal boundaries must be approved and certified by the appropriate officials of both municipalities.

The commissioners' certification should state why the property is significant and why the conservation restriction is important.

APPENDIX C

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES
100 Cambridge Street, 9th Floor
Boston, MA 02114
(617) 626-1011

DATE:_____

MUNICIPALITY:_____

NUMERIC ASSIGNMENT:_____

CONSERVATION RESTRICTION FIELD INSPECTION

1. MUNICIPALITY:_____ LOCATION (street,road,etc):_____

2. GRANTOR:_____ GRANTEE:_____

3. NEW SITE:_____ ADDITION TO SITE:_____ TOTAL ACRES:_____ TERM:_____

4. ARE BUILDINGS INCLUDED? ☐YES ☐NO
If yes, estimate value, condition, and existing or proposed use. (include photographs and negatives)
_____
_____
_____

5. PRESENT AND PAST USE OF SUBJECT PROPERTY AND ADJACENT LANDS:
(please include USGS topographical maps showing subject and adjacent public lands, if any)
_____
_____
_____

6. BRIEF DESCRIPTION OF PROPERTY INCLUDING NATURAL RESOURCES AND ANY UNIQUE FEATURES:
_____
_____
_____
_____
_____

a. Are prohibited activities sufficient to protect the resource values? ☐Yes ☐No
b. Are retained uses compatible with the preservation or protection of the natural resources?
☐Yes ☐No (if answers to 6a or 6b are no, please explain in 8 below)

7. ARE PUBLIC ACTIVITIES PERMITTED? ☐Yes ☐No
If yes, please explain NATURE and SCOPE:_____
_____
_____
_____

8. COMMENTS AND
RECOMMENDATIONS:_____
_____
_____
_____

INSPECTOR_____ DATE:_____

ACCOMPANIED BY:_____

APPENDIX D

PLANS, POLICIES, PROGRAMS, AND LANDS HELPFUL IN DEMONSTRATING STATE AND LOCAL PUBLIC BENEFIT

1. Municipal Open Space and Recreation Plans

2. Regional Open Space Plans (Regional Planning Authorities)

3. Statewide Comprehensive Outdoor Recreation Plan
   * State Trail System
   * Scenic Rivers Program
   * Unique Geological Inventory
   * Bay Circuit Program

4. Massachusetts Natural Heritage Inventory of Rare and Endangered Botanical and Zoological Species Habitat and National Endangered Species Act

5. Areas of Critical Environmental Concern - designated areas

6. Coastal Zone Management Plan - Significant Resource Areas
   * Barrier Beaches
   * Primary Dunes
   * Sandy Beaches
   * Saltwater Marshes
   * Shellfish Beds
   * Salt Ponds
   * Estuaries
   * Coastal Embayments
   * Anadromous Fish Runs
   * Erosion Areas
   * Designated Ports
   * Accretion Areas
   * View Points
   * Historic Sites (also on Massachusetts Historical Commission inventory)
   * Recreational Beaches
   * Boat Ramps, Marinas

7. Massachusetts Historical Commission
   * Massachusetts Historical Sites
   * National Historic Register Sites (P.L. 89-665), eligible for inclusion
   * Known Cultural and Archeological Sites

8. Scenic roads, Chapter 40, §15C

9. Scenic Mountains, Chapter 131, §39A

10. Historic Districts

11. Flood Disaster Protection Act of 1973, land within flood lines. See also P.L. 566 Small Watershed Projects.

12. USDA Soil Conservation Service (SCS) - various inventories of potential reservoir sites

13. Massachusetts Water Resources Commission - inventory of regionally important wetlands, (identified in Massachusetts Water Supply Statement May 2, 1978, 353 pp.)

14. National Natural Landmarks (i.e. Gay Head Cliffs, Lynnfield Marsh)

15. Town well-fields (existing and proven reserves and reservoirs)

16. Agricultural land - SCS identified prime, Massachusetts unique

17. Wetlands Restrictions Program

* Chapter 131, §40
* Chapter 130, §105
* Restricted areas and areas to be restricted

18. Executive Orders
    * #181 Barrier Beaches
    * #193 Agricultural lands

19. Department of Environmental Protection Great Pond Inventory

20. Department of Environmental Management Scenic Landscape Inventory, 1982

21. Department of Environmental Protection Water Quality Plans or Programs, various

22. Buffers to water bodies, other protected lands, ACECs, critical habitat, parks, etc.

23. Greenways, trails, and wildlife corridor connections

24. Public access for passive recreation

APPENDIX E

Recommendations to Increase the Reliability of
Grantees as Conservation Restriction Managers[1]

1. Conservation Restriction programs should have written criteria for what constitutes a satisfactory restriction.

2. Background data assembled should be adequate to support proper monitoring and legal enforcement action.

3. Organizations and agencies holding conservation restrictions should make every reasonable effort to ensure that they will have a reliable source of funds for monitoring and enforcement actions, including court cases.

4. Properties protected by conservation restrictions should be checked at least annually.

5. Careful records should be kept of inspections and of all contacts with landowners.

6. Monitoring programs should be designed and managed so that violations will be detected early before elimination of the violation becomes a practical impossibility.

7. Organizations and agencies holding conservation restrictions should keep track of changes in ownership of restriction - protected properties.

8. Organizations and agencies holding conservation restrictions should frequently remind landowners about the terms of conservation restrictions, especially after a property changes hands.

9. Organizations and agencies holding conservation restrictions should establish careful procedures for reviewing possible amendments to ensure that any permitted amendment does not impair the conservation values of the restriction.

10. In the case of donated conservation restrictions for which tax deductions have been taken, donees should seek competent appraisal advise to satisfy themselves that a permitted amendment will not add value to the property.

11. Organizations and agencies holding restrictions should maintain careful written records of all discussions and correspondence relating to an amendment in case of questions later.

12. Termination should be viewed as an absolute last resort and only done after exhaustive consideration has demonstrated overriding public need for the termination.

13. In any situation where the primary grantee's long term commitment and/or financial resources for monitoring and enforcement are open to reasonable question, the landowner and primary grantee should make every reasonable effort to find a suitable back-up grantee.

---

[1] Land Trust Ex

(Appendix F)

Executive Office of Energy and Environmental Affairs / Division of Conservation Services

GIS Data Entry Form

Local Acquisitions for Natural Diversity (LAND) (formerly Selp-Help), Parkland Acquisitions and Renovations for Communities (PARC) (formerly Urban Self-Help), SURF, Land & Water Conservation Fund Projects and Conservation Restrictions

1. Contact Person: _____

_____

_____

_____

(telephone _____

2. Project Type (select one):

- ☐ LAND
- ☐ PARC
- ☐ SURF
- ☐ Land & Water Conservation Fund
- ☐ Other _____

3. Municipality(ies):_____ Project Number _____

4. a. Fee Owner: _____
(Holder of the Deed)

b. Manager (if different from Owner): _____

5. **Conservation Restriction held by:* _____

**Complete only if land is encumbered by a Chapter 184 section 31-33 Conservation Restriction.*

Check the box corresponding to how the restriction was obtained:

☐ *Gifted* ☐ *Purchased* ☐ *Exacted by Regulation or given as part of permit process*

Number of reserved lots within the restriction, if any: _____

6. Assessor's Information _____ (map) _____ (Bloc _____ (lot)

7. Registry Information _____
(name

_____ (book) _____ (page _____ (plan _____ (page

8. Acreage: _____

9. Primary Use: (select one)

- ☐ Conservation
- ☐ Recreation
- ☐ Both Conservation and Recreation
- ☐ Water Supply Protection
- ☐ Agriculture
- ☐ Historic/Cultural
- ☐ Other (please explain)

Public Access:

- ☐ Public
- ☐ Public, limited (explain)_____
- ☐ Public, seasonal
- ☐ None
- ☐ Other (please explain)_____

_____

The applicant must provide to the Executive Office of Energy & Environmental Affairs materials that will allow MassGIS to accurately represent the site in the state's open space data layer. These materials include:

1. A USGS topological map or copy (including the name & date of the quad) with the site accurately drawn on it.
2. A copy of the site plan and/or a survey plan if available (required for exacted conservation restrictions).
3. A printout of the digital representation of the site on a USGS topological map background and a note indicating that the digital representation of the site has been emailed to Dominique.pahlavan@state.ma.us in appropriate format (Massachusetts State Plane Meters NAD1983 Datum) with a subject line of: <town> <Project Type> <Project#> (e.g. Boston CR #12).

MassGIS will attempt to add the site to the open space data layer using these materials but may request additional material from the grantee if the materials provided are not at an appropriate scale or are not sufficiently clear to support conversion to digital data that conform to MassGIS data standards. Topographical maps can be purchased at book stores or printed from http://www.mass.gov/mgis/mapping.htm. Please call Dominque Pahlavan at MassGIS, 617.626.1184, with any questions or for assistance with this form.

TOWN OF MIDDLEBOROUGH
CONSERVATION RESTRICTION
UNDER THE COMMUNITY PRESERVATION ACT

OLIVER ESTATE CONSERVATION RESTRICTION
MIDDLEBOROUGH CR #_____

I. GRANTOR CLAUSE:

The TOWN OF MIDDLEBOROUGH, a municipal corporation with an address of 10 Nickerson Avenue, Middleboro, Massachusetts 02346, acting by and through its duly authorized Board of Selectmen, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the General Laws, for consideration of One Dollar ($1.00), paid, grants, with Quitclaim Covenants, to WILDLANDS TRUST INC., a Massachusetts non-profit corporation with an address at Post Office Box 2282, Duxbury, Massachusetts 02331, and to its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on two parcels of land located off of Plymouth Street in the Town of Middleborough, Massachusetts, consisting of approximately 45.7 acres, said parcels being described in Exhibit "A" hereto attached (the Premises") and more particularly shown on a plan of land entitled "ANR Plan Retreat Lot Special Permit, 445 Plymouth Street, Middleborough, MA" a copy of which is attached as Exhibit "B". For Grantor's title, see Deed recorded with the Plymouth County Registry of Deeds at Book _____, Page ____. The Grantee is a tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition.

II. PURPOSES:

The Town of Middleborough, at a duly called Town Meeting held on April 27, 2015 while acting on Article 18 of the Warrant, voted to authorize the Board of Selectmen to acquire the Premises for preservation, open space, conservation and passive recreation purposes, and to utilize Community Preservation Act (Ch. 293 of the Acts of 1998, as amended) funds for the purposes of the Article and to grant a Conservation Restriction on the Premises to Wildlands Trust, Inc. An attested copy of said Town Meeting Vote is attached hereto as Exhibit "C." Pursuant to the Vote under Article 18 of the April 27, 2015, Town Meeting, and in accordance with Section 12 of the Community Preservation Act, the Grantor is hereby granting a Conservation Restriction on the Premises to the Grantee.

The Grantor intends that this Conservation Restriction will assure that, while permitting uses described in Section III below, the Premises will be retained forever predominately in

its natural, scenic, forested and open space condition consistent with land held by the Middleborough Conservation Commission for uses and activities consistent with the promotion and development of the natural resources and for the protection of watershed resources. Further, that this Conservation Restriction will preserve and protect in perpetuity the wildlife, aesthetic, agricultural, ecological and environmental values of the Premises.

The Premises, comprised of approximately 45.7+/- acres, contains unusual, unique or outstanding qualities, the protection of which in their predominately natural or open condition will be of benefit to the public. The conservation values protected by the terms of this Conservation Restriction include the following:

A. Protection of Riparian Corridors On a Wild and Scenic River Tributary. The Premises include extensive frontage on the Nemasket River, an important Taunton River tributary. The Taunton River is a National Wild and Scenic River under PL 90-542.

B. Protection of Surface Water Quality and Important Fisheries Resources. The preservation of the Premises helps preserve water quality in the Nemasket River, which supports one of the largest anadromous fish runs in New England. The propagation of this fishery is dependent upon maintaining the river's water quality

C. Creation of an expanded assemblage of protected conservation lands. The Premises directly abuts an eight-acre parcel that contains the c. 1769 Historic Oliver Estate, also owned by the Grantor and preserved with a Historic Preservation Restriction. The Historic Oliver Estate and grounds are open to the public. The Premises is also situated just downstream from the site of the Historic Oliver Mill, which is now owned by the Grantor and maintained as a public park.

D. Preservation of Important Wildlife Habitat. The Premises are situated within an area identified by the Commonwealth of Massachusetts' Natural Heritage and Endangered Species Program ("NHESP") BioMap Project as documented habitat for two rare species, the Northern Red-Bellied Cooter (*Pseudemys rubriventris* pop. 1; Endangered, federally Endangered) and Eastern Box Turtle (*Terrapene carolina*, Special Concern). The Premises are also situated partially within NHESP-designated BioMap 2 "Core Habitat", "Critical Natural Landscape", "Estimated Habitat for Rare Species", and "Priority Habitat for Rare Wildlife, PH 1421" areas. Lands so identified support the best remaining examples of biodiversity in the Commonwealth, and represent high priorities for preservation. The Premises also includes three "Potential Vernal Pools" as identified by NHESP.

E. Preservation and enhancement of public recreational opportunities. The Premises will be publicly accessible for passive, non-motorized recreational

activities, to include hiking, nature study, cross-country skiing, fishing, and non-motorized boating.

F. Congruence with Municipal Policy Goals: The protection of the Premises is consistent with several of the goals and objectives in Section VIII, Pgs. 46-48 of the 2015 Town of Middleborough Draft Open Space and Recreation Plan, including "_1) Manage and improve the Nemasket River ecosystem; 2) Protect and maintain the abundant diversity of natural and rare habitats in Middleborough,;3) Discover and preserve/acquire historic and archaeological sites; 4) Preserve and promote historic villages throughout town (this is in the Muttock National Historic Register District); 5) Develop Forest Management Plans; 6) Initiate critical land protection for recreational opportunities and other resource protection; 7) Update and maintain Historic Oliver Mill Park (this property is across Rt. 44 and already protected and used by the public) this history of the Oliver Mill Park property goes hand in hand with the Oliver Estate Property.)

G. Scenic Vistas: The Premises provide scenic vistas from Plymouth Street, a public way in the Town of Middleborough, and from the Nemasket River, a navigable waterway accessible to recreational boaters.

H. Prevention of development or use of the Premises for any Purposes except as elsewhere herein allowed.

The specific Conservation Values of the Premises are documented in an inventory of relevant features of the Premises, acknowledged by the signatures of Grantor and Grantee, and to be filed at the offices of Grantee, said inventory consisting of reports, maps, photographs, and other documentation (hereinafter referred to as "Baseline Documentation"), which the parties agree provide an accurate representation of the Premises at the time of this conveyance and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Conservation Restriction.

III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES:

A. Prohibited Acts and Uses: Subject to the exceptions set forth in Paragraph B, "Reserved Rights and Responsibilities of the Grantor", and Section V, "Access", below, the Grantor will neither perform nor allow the following acts and uses which are prohibited on, above and below the Premises:

1. Constructing or placing of any temporary or permanent building, tennis courts or athletic fields, landing strip, mobile home, swimming pool, billboard or other advertising display, antenna, tower, or other temporary or permanent structure or facility on, below or above the Premises, except as provided in Paragraph B below;

2. Mining, excavating, dredging or removing from the Premises soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit, except as provided in Paragraph B below;

3. Placing, filling, storing or dumping on the Premises of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

4. The storage, dumping or other disposal of toxic and/or hazardous materials or of non-compostable refuse on the Premises, except as provided in Paragraph B below;

5. The operation of snowmobiles, motorcycles, all-terrain vehicles, off road vehicles or other recreational vehicles, except as provided in Paragraph B below;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, historic preservation, wildlife habitat or aquatic communities;

7. Subdivision of the Premises for any purpose; no portion of the Premises may be used toward building requirements on this or any other parcel.

8. Any other act, activity or use of the Premises which may materially impair the conservation interests that are the subject of this Conservation Restriction.

B. Reserved Rights and Responsibilities of the Grantor: The following acts, activities and uses otherwise prohibited in Paragraph A above are reserved by the Grantor, and such acts, activities and uses by the Grantor are expressly permitted, but only if such acts, activities or uses do not materially impair the interests protected by this Conservation Restriction. They are:

1. With prior approval of the Grantee, which approval shall not be unreasonably withheld,, structures and improvements incidental to the use of the Premises for conservation and passive outdoor recreation purposes may be constructed and maintained, including but not limited to, restroom facilities; an information kiosk; benches; parking areas; trails, including handicapped accessible trails; bridges and boardwalks; and water and utility lines thereto, providing they are underground and solely for use on the Premises.

2. Use of motorized vehicles as necessary solely for the purpose of property maintenance, restoration, monitoring and enforcement activities pursuant to the Conservation Restriction or other reserved rights, or as required by police, fire prevention personnel or other government agencies carrying out their lawful duties.

3. With prior notification to Grantee, the construction, maintenance, and

marking of trails for pedestrian use.

4. Erection of signs by the Grantor or Grantee identifying the Grantee as holder of the Conservation Restriction and to educate the public about the conservation values protected and any limitations relating to public access.

5. Uses and activities consistent with the promotion and development of the natural resources and for the protection of watershed resources..

6. With prior written approval of the Grantee and the Massachusetts Natural Heritage and Endangered Species Program, measures designed to restore native biotic communities including but not limited to aquatic wildlife, or to maintain, enhance, or restore wildlife, wildlife habitat, or rare or endangered species.

7. Use for passive recreational activities, including but not limited to, walking, hiking, cross-country skiing, snow shoeing, bird watching, and nature study.

8. The placing of sight-pervious fences that do not interfere with the passage of wildlife and that are reasonably required by Grantor for any permissible use of the Premises and that do not interfere with the conservation purposes of this Conservation Restriction.

9. Subject to the approval of the Grantee, which approval shall not be unreasonably withheld, management of natural plant communities and selective cutting of trees for fire protection, trail maintenance, tick control, or otherwise to preserve the present condition of the Premises, or to provide for vistas.

10. Woodland operations carried out in accordance with sound forest management practices (including the harvesting of timber). Forest management practices shall be in accordance with a Forest Management Plan prepared by a professional forester and approved by the Massachusetts Department of Conservation and Recreation or its successor agencies. A copy of said Forest Management Plan shall be provided by the Grantor to the Grantee. The person, firm or corporation harvesting timber according to said Management Plan shall be licensed under M.G.L. Chapter 132, Section 46.

11. With prior notification to the Grantee, the conduct of archeological activities, including, without limitation, survey, excavation, and artifact retrieval, following submission of an archeological field investigation plan by the Grantor and its approval in writing by the State Archeologist of the Massachusetts Historical Commission or appropriate successor official (M.G.L. Ch. 9, Section 27C, 950 CMR 70.00).

All acts and uses not prohibited by subparagraphs A and B are permissible.

C. Notice of Intention to Exercise Reserved Rights and Certain Permitted Acts and Uses. The Grantor shall give prior written notice to Grantee in advance of undertaking any activities referred to in III.B. (3) above, and receive prior written approval from the Grantee in advance of undertaking any activities referred to in III.B. (1), (6) and (9) above. Such approval shall not be unreasonably withheld. The purpose of requiring the Grantor to notify the Grantee and receive approval from the Grantee prior to undertaking certain permitted activities is to afford the Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purposes of this Conservation Restriction. Whenever notice is required, the Grantor shall notify the Grantee in writing not less than 60 days prior to the date the Grantor intends to undertake the activity in question. Notice must be made in writing, by hand delivery or Certified Mail (return receipt requested) to Wildlands Trust Inc.,675 Long Pond Road, Plymouth, MA 02360. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. If Grantee's approval is required, this judgment shall be rendered within 60 days of the receipt of a complete notice. If no response is delivered to the Grantor within sixty (60) days of receipt of said notice, then it is deemed that Grantee approved of such activity. Normal maintenance activities, including but not limited to the mowing of fields and the selective cutting and planting of trees, shall not require notice or approval of the Grantee.

IV. LEGAL REMEDIES:

A. Legal and Injunctive Relief: The rights hereby granted shall include the right to enforce this Conservation 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 the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee and the Grantor.

If the Grantee finds that the Grantor is causing or permitting a violation of this Restriction, the Grantee shall immediately notify the Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) immediately cease the activity constituting the violation and promptly restore the property to its condition prior to the violation to the reasonable satisfaction of Grantee or (b) immediately cease the activity and provide a written explanation to Grantee of the reason why the alleged violation should be permitted.

If the condition described in clause (b) above occurs, both parties agree to attempt to resolve the dispute in accordance with the Dispute Resolution provisions of Section IV (F) below.

B. Reimbursement of Costs of Enforcement: The Grantor, and thereafter the successors and assigns of the Grantor covenant and agree to reimburse the Grantee to the extent permitted by operation of law for all reasonable costs and expenses (including without limitation counsel fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof. Any enforcement action will not be undertaken until the parties have completed dispute resolution procedures set forth in Section IV (F) below.

C. Grantee Disclaimer of Liability: By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises as of the date of this restriction.

D. Severability Clause: If any provision of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

E. Non-Waiver: Any election by the Grantee or the Grantor as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

F. Dispute Resolution: Either party may, at any time, call a meeting for the purpose of resolving disputes or problems arising under this Conservation Restriction. Each party shall make every reasonable effort to resolve problems or disputes to the satisfaction of both parties. Notwithstanding the foregoing, in the event of a dispute pursuant to this Conservation Restriction, the parties agree that prior to pursuing other available remedies, but excluding the giving of notices of default by the other party; they will attempt to negotiate resolution of their dispute directly with each other. If negotiation is unsuccessful, they agree to participate in at least three hours of mediation to be facilitated by a mediator mutually acceptable to them and under the mediation procedures set by the mediator. If no such mutually acceptable mediator is agreed upon, the Real Estate Bar Association for Massachusetts or its successor shall be requested to designate such a mediator. The mediation session shall be conducted within thirty days of the date on which a mediator receives the request and agrees to mediate. The cost of such mediation shall be shared equally by the parties.

G. Acts Beyond Grantor's Control: Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring action against the Grantor for any injury to or change in the Restricted Premises resulting from causes beyond the Grantor's control, including but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent , abate, or mitigate significant injury to the Premises resulting from such causes.

V. ACCESS

A. It is the intention of the parties hereto that the general public may enter upon the Premises for passive, outdoor recreational and educational uses and activities which are consistent with the promotion and development of the natural resources and for the protection of the watershed resources. It is also the intention of the parties that any public

use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in Chapter 21, Section 17C of the Massachusetts General Laws, and that the parties hereto benefit from exculpation from liability to the extent provided in such section.

B. With advance notice to the Grantor, there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of monitoring and enforcing this Conservation Restriction.

C. The Grantee and its agents and assigns may enter the Premises for the purposes of habitat improvement, to include measures designed to restore native biotic communities, or to maintain, enhance, or restore wildlife, wildlife habitat, or rare or endangered species. Said improvement may include mechanical and chemical manipulation) and shall require the prior approval of the Grantor and the Massachusetts Natural Heritage and Endangered Species Program.

VI. EXTINGUISHMENT:

The Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a legal interest in the Grantee. If any occurrence gives rise to an extinguishment or other release of the Conservation Restriction under applicable law, the Grantor and Grantee shall be reimbursed from the proceeds, once recovered, for their respective share of reasonable legal expenses, if any, associated with the recovery of said proceeds. The remaining balance of the proceeds shall be deposited into the Grantor's Community Preservation Fund for the purchase of interests in open space in accordance with the Community Preservation Act. In the event the Town of Middleborough votes to remove itself from the provisions of the Community Preservation Act, or in the event that any non-Community Preservation funds are yielded by extinguishment, then such funds shall be applied to the acquisition of additional interests in open space.

VII. ASSIGNABILITY

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

B. Execution of Instruments: The Grantee and the Grantor are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. Without limiting the foregoing, the parties hereto and their successors and assigns agree themselves to execute any such instruments upon the reasonable request of the other party.

C. **Running of the Benefit:** This Conservation Restriction shall be for the benefit of the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

(i) as a condition of any assignment, the Grantee requires that the assignee make a written commitment in form and substance satisfactory to the Grantor, in its reasonable discretion, to carry out the purpose of this Conservation Restriction, and

(ii) the assignee, at the time of assignment qualifies under Section 32 of Chapter 184 of the General Laws as an eligible to receive this Conservation Restriction directly, and has the financial and administrative capacity to perform its obligation as Grantee under this Agreement, and

(iii) any assignment complies with Article 97 of the Massachusetts Constitution, if applicable.

VIII. ESTOPPEL CERTIFICATES: Upon request by the Grantor, the Grantee shall within forty-five (45) days, or sooner if possible, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. EFFECTIVE DATE: This Conservation Restriction shall be effective when the Grantor and/or the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded or if registered land, it has been registered.

X. MISCELLANEOUS:

A. The Grantor shall record this instrument in a timely fashion in the Plymouth County Registry of Deeds.
B. Controlling Law: The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
C. Entire Agreement: This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction on approximately 45.7+/- acres of land off Plymouth Street in Middleborough, MA belonging to the Town of Middleborough.
D. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
E. Notices: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either hand delivered or sent by Certified Mail (return receipt requested), postage prepaid, addressed to the applicable party at the address set forth in Section I above, or at such other address as to which notice has been given as set

forth in this Section, or that is reasonably ascertainable. Notice shall be deemed given on receipt.

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

G. Subsequent Transfers: The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in the Premises, including, without limitation a leasehold interest. Grantor further agrees to give written notice to Grantee of such transfer at least thirty (30) days prior to the date of such transfer.

XI. AMENDMENTS: If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, the parties may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of the Grantee under any applicable laws, including Section 170 (h) of the Internal Revenue Code of 1986, as amended, Article 97 of the Massachusetts Constitution or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any such amendment shall be consistent with the purpose of this Conservation Restriction, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Premises other than development or improvements permitted by this Conservation Restriction on its effective date, and shall not permit any impairment of the conservation values of the Premises. Any such amendment shall be recorded in the Plymouth County Registry of Deeds and must be approved by the Grantor, Grantee, municipal officials and the Massachusetts Secretary of Energy and Environmental Affairs.

Executed under seal this _____ day of _____, 2015 by the Middleborough Board of Selectmen.

Town of Middleborough
By its Board of Selectmen:

_____
Allin Frawley., Chairman

_____

Leilani Dalpe, Vice Chairman

_____

Stephen J. McKinnon

_____

Diane C. Stewart

_____

John M. Knowlton

COMMONWEALTH OF MASSACHUSETTS

Plymouth , ss.

On this day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him/her voluntarily for its stated purpose, on behalf of said Board of Selectmen of the Town of Middleborough.

_____

Notary Public

My Commission expires:

CONSENT OF THE MIDDLEBOROUGH CONSERVATION COMMISSION

We, the undersigned, being a majority of the Middleborough Conservation Commission, Town of Middleborough, Massachusetts, hereby certify that the Commission voted to assent to the foregoing Conservation Restriction granted to Wildlands Trust, Inc., pursuant to M.G.L. Chapter 184, Section 32.

Town of Middleborough
By its Conservation Commission:

_____	_____
Steven Ventresca, Chair	Diane C. Stewart, Vice Chair
_____	_____
D. Jeffrey Erickson	John J. Medeiros
_____	_____
Janet Miller	Jacqueline Schmidt
_____	
John Neely	

COMMONWEALTH OF MASSACHUSETTS

On this day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him/her voluntarily for its stated purpose, on behalf of said Conservation Commission of the Town of Middleborough.

_____
Notary Public
My Commission expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this ____ day of _____, 2015.

WILDLANDS TRUST, INC.

_____
Karen H. Grey, President, As Duly Authorized Representative of Wildlands Trust, Inc.,

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2015

On this day of _____, 2015, before me, the undersigned notary public, personally appeared Karen H. Grey as President of Wildlands Trust, Inc., proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by her voluntarily for its stated purpose, on behalf of Wildlands Trust, Inc.

_____
Karyn Lord, Notary Public
My Commission expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to Wildlands Trust Inc., has been approved in the public interest pursuant to MGL Ch. 184, section 32.

Dated:

_____

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this day of _____, 2015, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory personal knowledge to the person whose name is signed above, and acknowledged the foregoing instrument to be signed by him voluntarily for its stated purpose, as Secretary of Environmental Affairs on behalf of the Commonwealth of Massachusetts.

_____

Notary Public
My Commission expires:

EXHIBIT A

Legal Description of the Premises

The Premises consists of approximately 45.7+/- acres off of Plymouth Street in Middleboro and is shown on a plan of land entitled "_____". A copy of said plan is attached hereto as "Exhibit B". For Grantor's title, see Deed recorded with the Plymouth County Registry of Deeds in Book _____, Page _____.

EXHIBIT B

Exhibit C

Attested copy of Article 18 of the April 27, 2015
Middleborough Town Meeting

Allison J. Ferreira
Town Clerk

TOWN OF MIDDLEBOROUGH
Town Clerk's Office

Bank Building, 20 Centre Street
Middleborough, Massachusetts 02346-2250
508-946-2415 phone
508-946-2308 fax

RECEIVED
JUL 09 2015
CONSERVATION COMMISSION
MIDDLEBOROUGH, MA

July 8, 2015

To Whom It May Concern:

I do hereby certify that the following vote was taken at the April 27, 2015 Annual Town Meeting, held in the Middleborough High School Auditorium, which was called to order at 7:32 PM by the Town Moderator, Wayne C. Perkins, who declared a quorum present:

Prior to taking a vote on Article 18, Town Moderator Wayne C. Perkins stepped back on Article 18 and appointed Mr. Robert M. Desrosiers as Substitute Moderator to moderate the article in accordance with rules and to avoid any appearance of a conflict of interest as Moderator Perkins served as an appointed member to the Historical Commission which voted to support Article 18.

Also, prior to taking a vote on Article 18, Jane Lopes made a presentation on behalf of the Community Preservation Committee and Dean Harrison conducted a presentation on behalf of the Neighborhood Corporation.

A point of order was made by Glenn Montapert who declared a personal attack when a name was disclosed during discussion, Substitute Moderator Robert M. Desrosiers responded it was it was acceptable to mention a public official by name.

A point of order was made by Adam Carbone not to discuss the merits of the project, but only whether or not to indefinitely postpone the article.

A motion made and seconded to indefinitely postpone Article 18 failed by majority vote.

ARTICLE 18: Voted by counted vote of yes, 131 and no, 18, to authorize the Board of Selectmen to purchase the real property on Plymouth Street known as the Oliver Estate and shown as Lot 2867 and Lot 2098 on Middleborough Assessors Map 041 for conservation and historic preservation purposes, and to appropriate $338,000.00, of which $30,500.00 is to be transferred from the Undesignated Community Preservation Fund of the Community Preservation Committee and $307,500.00 is to be transferred from the Budgeted Reserve Fund of the Community Preservation Committee, said $338,000.00 to be used for land purchase expense, incidental legal, due diligence, closing costs and up to $7,000.00 for in-house project management and oversight, and to authorize the Board of Selectmen to determine what portion of the property is to be park, forest, open space and/or conservation land to be managed by the Conservation Commission with the remainder of the property including buildings to be managed by the Board of Selectmen, to submit on behalf of the Town any and all applications deemed necessary for gifts, grants, and/or reimbursements from the Commonwealth of Massachusetts, the United States and/or any state or federal programs including those in aid of acquisition of property for conservation and for historic preservation and/or any other sources, public or private, all in connection with the aforesaid property, to grant a

Allison J. Ferreira
Town Clerk

TOWN OF MIDDLEBOROUGH
Town Clerk's Office
Bank Building, 20 Centre Street
Middleborough, Massachusetts 02346-2250
508-946-2415 phone
508-946-2308 fax

perpetual conservation restriction on the park, forest, open space and/or conservation land as determined by the Board of Selectmen and to grant a perpetual preservation restriction on the remaining historic portion of the property as determined by the Board of Selectmen, such restrictions to meet the applicable requirements of General Laws, Chapter 44B, Section 12 and General Laws, Chapter 184, Sections 31-33, and to enter into any and all agreements, execute any and all instruments and take any other action as may be necessary with respect to the matters hereby authorized.

Board of Selectmen Recommended Favorable Action
Finance Committee Recommended Favorable Action

Very truly yours,
Allison J. Ferreira
Allison J. Ferreira
Town Clerk

A TRUE COPY ATTEST:
Allison J. Ferreira
TOWN CLERK

(5)

Jacqueline Shanley

From: decas.murray.decas@verizon.net
Sent: Tuesday, July 07, 2015 9:34 AM
To: Robert G. Nunes; Jacqueline Shanley
Subject: outside counsel billing

July 7, 2015

Town Accountant
Middleboro Town Offices
20 Centre Street
Middleboro, MA 02346

RE: Law Department Budget – Fiscal Year 2015

To The Accountant:

Enclosed please find invoice from Collins, Loughran & Peloquin, P.C. dated 6/30/15 in the amount of $2,200.00 for service rendered through June 30, 2015.

Please process for payment directly to Collins, Loughran & Peloquin, P.C. Payment to be made from "Special Counsel" part of the Law Department Budget.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM/s
82-117
Enclosure
cc: Robert G. Nunes, Town Manager *(via email)*
Board of Selectmen *(via email)*

Jacqueline Shanley

From: decas.murray.decas@verizon.net
Sent: Thursday, July 02, 2015 9:08 AM
To: Robert G. Nunes; Jacqueline Shanley
Subject: outside counsel billing

July 2, 2015

Town Accountant
Middleboro Town Offices
20 Centre Street
Middleboro, MA 02346

RE: Law Department Budget – Fiscal Year 2015

To The Accountant:

Enclosed please find two invoices from Lampke & Lampke each dated 6/30/15 for services through June 30, 2015, totaling $1,560.48.

Please process for payment directly to Lampke & Lampke. Payment to be made from "Special Counsel" part of the Law Department Budget.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM/s
82-117
Enclosure
cc: Robert G. Nunes, Town Manager *(via email)*
Board of Selectmen *(via email)*

Jacqueline Shanley

From: decas.murray.decas@verizon.net
Sent: Tuesday, June 30, 2015 11:27 AM
To: Robert G. Nunes; Jacqueline Shanley
Subject: outside counsel billing

June 30, 2015

Town Accountant
Middleboro Town Offices
20 Centre Street
Middleboro, MA 02346

RE: Law Department Budget – Fiscal Year 2015

To The Accountant:

Enclosed please find an invoice from Huggins and Witten, LLC., dated 6/29/15 totaling $2,186.25.

Please process for payment directly to Huggins and Witten, LLC. Payment to be made from "Special Counsel" part of the Law Department Budget.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM/s
82-117
Enclosure
cc: Robert G. Nunes, Town Manager *(via email)*
Board of Selectmen *(via email)*

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

July 1, 2015

Board of Selectmen
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

RE: Law Department Fiscal **2015** Budget – Status

To The Members:

You asked for a monthly report of charges. I enclose copies of monthly time sheets for **JUNE**, 2015. Total time expended was 33 hours, including appearances. This is for information only and is not an invoice.

Services for **JUNE** were **$5,000.00.**
Costs incurred for **JUNE** were **$50.00**
Services and costs for outside and special counsel for the month were **$8,396.73.**

Total legal expenses (services and costs) incurred during the **2015** fiscal year through and including **JUNE**, 2015 are as follows:

Town Counsel (regular pay)	=	$ 60,000.00	(7/1/14 – 6/30/15)
Town Counsel (costs)	=	$ 3,032.09	(7/1/14 – 6/30/15)
Outside Counsel	=	$ 73,551.19	(7/1/14 – 6/30/15)
TOTAL	=	$136,583.28	

Very truly yours,

Daniel F. Murray

DFM/s
82-117
cc: Town Accountant
Town Manager *(via email)*

(6)

Jacqueline Shanley

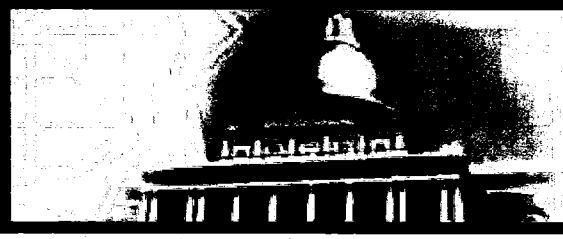
From: Robert G. Nunes
Sent: Friday, July 17, 2015 9:00 AM
To: Allison Ferreira
Cc: Board of Selectmen
Subject: FW: Legislature Plans Vote to Expand Public Records Act

FYI

From: Massachusetts Municipal Association [mailto:alerts@mma.org]
Sent: Thursday, July 16, 2015 5:31 PM
To: Robert G. Nunes
Subject: Legislature Plans Vote to Expand Public Records Act

Having trouble viewing this email? Click here for web version.

MMA



Legislative Alert

Act Now

Massachusetts Municipal Association | The Voice of Cities and Towns | www.mma.org

July 16, 2015

LEGISLATURE PLANS VOTE TO EXPAND PUBLIC RECORDS ACT

Bill Would Impose New Burdens and Unfunded Mandates on Communities
House and Senate Could Vote as Soon as Next Week

Call Your Representatives and Senators Today!!

Facing pressure from newspapers and media publishers from across the state, House and Senate members are preparing to vote on a sweeping expansion of the Public Records Act as early as next week.

The legislation, a redrafted version of H. 2772 (a new number will be assigned in the coming days), would impose new administrative burdens, timelines and significant unfunded mandates on cities and towns. The bill was voted out of the Joint Committee on State Administration and Regulatory Oversight late this afternoon. The bill could be debated by the full House as early as

Tuesday, July 21, and immediately proceed to the Senate.

The bill would impose greater burdens on all municipal and state agencies, although the Legislature would continue to exempt itself from all aspects of the Public Records Act.

Click here to download a copy of the redrafted Public Records Act legislation reported out of committee on Thursday afternoon

Please contact your Representatives and Senators as soon as you can to express your opposition to the following aspects of the bill:

• THE BILL IS AN UNFUNDED MANDATE: The bill would impose new unfunded mandates on cities and towns by significantly reducing the amount that communities can charge for complying with a public records request and expanding municipal responsibilities;

• THE BILL SLASHES REIMBURSEMENTS FOR THE COST OF PRODUCING RECORDS: The bill would prevent communities from being reimbursed for the cost of segregating, reviewing, programming, formatting, redacting or determining whether a record is exempt under the law (there are 21 different categories of exemptions in order to protect the public interest or individual privacy rights), unless it would require more than 20 hours to locate, compile and copy AND is over 500 pages in length;

• THE BILL LIMITS WHAT COMMUNITIES CAN BE REIMBURSED FOR: Communities could only be reimbursed for staff time over two hours for copying the records (at the lowest paid rate of administrative staff), 5 cents a page per copy, or the cost of the flash drive or other electronic storage device, unless the request would take more than 20 hours AND 500 pages to fulfill;

• REQUESTS THAT ARE "IN THE PUBLIC INTEREST" AND "CONTRIBUTE SIGNIFICANTLY TO PUBLIC UNDERSTANDING" MUST BE PROVIDED FREE OR AT REDUCED COST: The bill states that cities and towns must charge nothing or a reduced fee if the release of the public information is in the public interest (the media interprets this to mean that newspapers, television and other outlets would not be required to pay at all);

• CITIES AND TOWNS WOULD BE MANDATED TO FULLY COMPLY WITH ALL REQUESTS WITHIN 15 DAYS: Communities would only have 15 days to comply – that is completely fulfill – every public records request, except cities and towns could petition the Supervisor of Public records to ask for an extra 30 days if it will take more than 20 hours of staff time to comply or will result in 500 or more printed pages;

• ELECTRONIC FORMATTING REQUIRED IF REQUESTED (UNLESS NOT AVAILABLE ELECTRONICALLY): All public records must be provided in electronic format if they exist in electronic format (for example, emails, payroll records), if requested, and must be in a common, sortable format (communities cannot be reimbursed for the cost of programming);

• MANDATES THAT UPGRADES TO MUNICIPAL DATABASES MUST BE DESIGNED AROUND THE PUBLIC RECORDS ACT: All future upgrades to community databases and electronic storage systems must be designed to store all public records and comply with all future requests, including being able to sort exempt and non-exempt public records;

• COMMUNITIES MUST APPOINT PUBLIC RECORDS OFFICER(S) WITH NEW DUTIES: All cities and towns would be required to appoint at least one public records officer, with expanded duties to facilitate the fulfillment of public records requests, to publicize all existing databases and categories of public records, and publish the results of all future public records requests;

• FINES CAN BE ASSESSED: Cities and towns would be subject to fines of $20 a day for the first 30 days if they do not comply with a public records request, and $50 dollars a day thereafter, imposed by either a court or the Supervisor of Public Records;

• ATTORNEYS FEES: Cities and towns could be forced to pay attorney fees and court costs to plaintiffs who bring action under the law, if the plaintiffs "substantially" prevail; and

• NO EFFECTIVE LIMIT ON HARASSMENT: The bill allows any party to submit up to 15 separate public records requests in any 30-day period, with no limitations, and communities would be required to comply with all of them subject to the same timeliness and reimbursement restrictions outlined above.

PLEASE CALL YOUR LEGISLATORS TODAY TO EXPLAIN HOW THIS LEGISLATION WOULD TAX YOUR CAPACITY TO ADMINISTER AND MANAGE DAILY MUNICIPAL OPERATIONS AND IMPOSE NEW UNFUNDED MANDATES

ASK YOUR LEGISLATORS TO EITHER FULLY FUND THE MUNICIPAL COSTS AND IMPACTS, OR REWRITE THE BILL TO EXEMPT CITIES AND TOWNS FROM ANY NEW PUBLIC RECORDS REQUIREMENTS

Massachusetts Municipal Association
One Winthrop Square, Boston, MA 02110
(617) 426-7272
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(7)

Jacqueline Shanley

From: Robert G. Nunes
Sent: Friday, July 17, 2015 1:59 PM
To: Board of Selectmen; Christopher Peck; Steven Dooney; Brian Lynch (blynch@middleboro.k12.ma.us); Kathleen Piatelli - School Dept Business Mgr; Caroline R. LaCroix; Judy MacDonald
Subject: FW: Gov. Baker Signs Fiscal 2016 Budget, Proposes $25 Million for Municipal Snow and Ice

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From: Massachusetts Municipal Association [mailto:alerts@mma.org]
Sent: Friday, July 17, 2015 1:50 PM
To: Robert G. Nunes
Subject: Gov. Baker Signs Fiscal 2016 Budget, Proposes $25 Million for Municipal Snow and Ice

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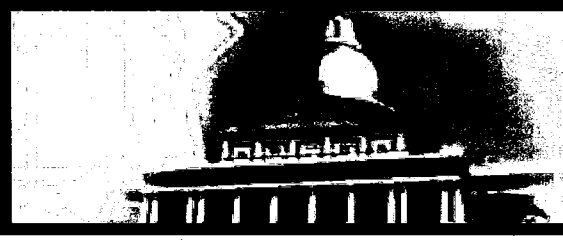
MMA



Legislative Alert

Act Now

Massachusetts Municipal Association | The Voice of Cities and Towns | www.mma.org

Friday, July 17, 2015

GOV. BAKER SIGNS $38.1B FY 2016 STATE BUDGET TO FUND KEY MUNICIPAL AND SCHOOL AID PROGRAMS

BREAKING NEWS: GOV. BAKER ALSO PROPOSES $25M IN SNOW AND ICE RELIEF FUNDS IN YEAR-END FY 2015 BUDGET FILING

NEW STATE BUDGET INCREASES UGGA BY $34M, ADDS $18.1M TO

FULLY FUND SPECIAL EDUCATION CIRCUIT BREAKER, RESTORES $7.5M TO REGIONAL SCHOOL TRANSPORTATION, FUNDS CH. 70 MINIMUM AID AT $25 PER STUDENT, ADDS $3.6M TO CHARTER SCHOOL REIMBURSEMENTS – HOWEVER, GOVERNOR REDUCES KINDERGARTEN DEVELOPMENT GRANTS DOWN TO $1 MILLION – A $17.6M REDUCTION

GOVERNOR BAKER ALSO FILED A YEAR-END FISCAL 2015 BUDGET WITH $25M TO ASSIST CITIES AND TOWNS WITH SNOW AND ICE DEFICITS, TO BE DISTRIBUTED THROUGH THE CHAPTER 90 FORMULA – LEGISLATIVE APPROVAL IS NEEDED

Seventeen days into the new fiscal year, Governor Charlie Baker signed the first full-year state budget into law, a $38.1 billion spending plan for fiscal 2016 that will increase overall expenditures by approximately 3.5 percent, as the state closes a projected $1.8 billion structural budget deficit by restraining spending and eliminating up to 5,000 state jobs through a hiring freeze, attrition and an early retirement program.

In terms of local aid, the Governor's signature pen inked into law strong progress on many important municipal priorities, including the significant victory in embracing the **$34 million increase** in Unrestricted General Government Aid as proposed by Gov. Baker and requested by the MMA. Beyond that, the Governor has **approved more than $30 million** to key municipal and education aid accounts and reimbursement programs above the amount he initially in his March budget proposal. This is a major victory for cities and towns that was made possible by your strong advocacy.

In a win for Gov. Baker, the Legislature's budget includes a three-year suspension of the Pacheco anti-outsourcing law for the MBTA, and provides for a Fiscal and Management Control Board to oversee the MBTA.

GOV. PROPOSES $25M IN SNOW AND ICE RELIEF FUNDS FOR CITIES AND TOWNS ACROSS THE STATE:

AT THE SAME TIME THE GOVERNOR SIGNED THE FISCAL 2016 STATE BUDGET INTO LAW, HE ALSO FILED A YEAR-END FISCAL 2015 SUPPLEMENTAL BUDGET TO CLOSE THE BOOKS ON THE YEAR THAT JUST ENDED. BECAUSE OF THE RECORD-BREAKING WINTER AND RECORD-BREAKING SNOW AND ICE DEFICITS AT THE LOCAL LEVEL, GOV. BAKER'S FISCAL 2015 SUPPLEMENTAL BUDGET INCLUDES $25 MILLION IN ADDITIONAL RELIEF FOR CITIES AND TOWNS, WHICH WOULD BE DISTRIBUTED STATEWIDE THROUGH THE CHAPTER 90 FORMULA.

PLEASE CLICK HERE TO SEE YOUR COMMUNITY'S SHARE OF GOV. BAKER'S PROPOSED $25 MILLION IN SNOW AND ICE RELIEF FUNDING, INCLUDED IN HIS BUDGET SUBMISSION LETTER:
http://www.mass.gov/anf/docs/anf/fy15/fy2015-supplemental-filing-letter.pdf

PLEASE CALL YOUR LEGISLATORS AND ASK THEM TO SUPPORT THE GOVERNOR'S PROPOSAL FOR SNOW AND ICE RELIEF FUNDS

FINAL FY 2016 STATE BUDGET FUNDS KEY MUNICIPAL AND SCHOOL AID PROGRAMS:

IN TERMS OF THE FISCAL 2016 STATE BUDGET THAT GOV. BAKER SIGNED INTO LAW TODAY, HERE IS A SUMMARY OF THE KEY MUNICIPAL AND SCHOOL FUNDING INCLUDED IN THE FINAL BUDGET:

$34 MILLION INCREASE IN UNRESTRICTED MUNICIPAL AID

In a major win for cities and towns, the final budget provides $979.8 million for UGGA, a $34 million increase over current funding. This will be the largest increase in discretionary municipal aid in nearly a decade. Every city and town will see their UGGA funding increase by 3.6 percent.

GOVERNOR EMBRACES $18.3 MILLION INCREASE TO FULLY FUND SPECIAL EDUCATION CIRCUIT BREAKER

In another victory for cities and towns, the final budget would fully fund the Special Education Circuit Breaker program with $271.7 million, an $18.3 million increase above fiscal 2015. This is a vital program that every city, town and school district relies on to fund state-mandated services.

BUDGET ADDS $7.5 MILLION FOR REGIONAL SCHOOL TRANSPORTATION REIMBURSEMENTS

The final budget would restore $7.5 million to regional school transportation funding, providing a total of $59 million for the upcoming year. Last November, former Gov. Patrick used his 9C budget powers to reduce this important program down to $51.5 million. The final budget is a major step forward for communities with regional school districts.

GOVERNOR BACKS CHAPTER 70 MINIMUM AID OF $25 PER STUDENT

The final fiscal 2016 budget provides a $111.2 million increase in Chapter 70 education aid, with a provision providing every city, town and school district an increase of at least $25 per student, an improvement over the $20 per student amount originally proposed in March. The appropriation is $5.9 million more than the recommendation in March, and the increase would be used to ensure the $25 per student minimum aid level and to slightly accelerate the implementation of the target share provisions enacted in 2007.

GOVERNOR REDUCES KINDERGARTEN DEVELOPMENT GRANTS DOWN TO $1 MILLION, A CUT OF $17.6 MILLION

This account has faced serious challenges during the fiscal 2016 budget process, with Gov. Baker's original budget proposal including no funding for the Kindergarten Development Grant program, and the Senate budget funding the program at $1 million. Only the House budget maintained funding at the fiscal 2015 level of $18.6 million. 177 communities and school districts depend on these funds, and the MMA and cities and towns will be calling on their legislators to override this $17.6 million reduction, and restore the funds.

BUDGET INCREASES CHARTER SCHOOL REIMBURSEMENTS BY $3.64 MILLION, ACCOUNT REMAINS UNDERFUNDED

Under state law, cities and towns that host or send students to charter schools are entitled to be reimbursed for a portion of their lost Chapter 70 aid. The state fully funded the reimbursement program in fiscal 2013 and 2014, but is underfunding reimbursements by approximately $34 million this year (fiscal 2015). The final fiscal 2016 budget will provide a $3.64 million increase up to $80.5 million, however this is still $50 million below full funding. The action to increase funding is appreciated, yet it is important to remember that the account is still significantly underfunded.

STATE ADDS $1 MILLION TO McKINNEY-VENTO REIMBURSEMENTS

The final budget would add $1 million to increase fiscal 2016 reimbursements for the transportation of homeless students to $8.35 million. The account remains below the full reimbursement called for under the state's unfunded mandate law, yet this would be the first increase since fiscal 2013.

PAYMENTS-IN-LIEU-OF-TAXES (PILOT), LIBRARY AID ACCOUNTS, METCO, AND SHANNON ANTI-GANG GRANTS, VOKE ED TRANSPORTATION

PILOT PAYMENTS: The final budget would level-fund PILOT payments at $26.77 million.

LIBRARY AID: The budget funds library grant programs at $18.9 million, a $400 thousand increase above fiscal 2015 post-9C levels.

METCO: The final budget funds METCO at $20.14 million, a $2.23 million increase above fiscal 2015 post-9C levels.

SHANNON GRANTS: The final appropriation is $7 million, the same amount proposed by Gov. Baker in March.

VOCATIONAL EDUCATION TRANSPORTATION: Last year, Gov. Patrick wiped out all fiscal 2015 funding using his 9C powers, and the good news is that the fiscal 2016 budget would restore $1.75 million for fiscal 2016.

STATE MAY PROVIDE UP TO $10M FOR COMMUNITY PRESERVATION ACT FUNDING

During fiscal 2015, 156 cities and towns collected the local Community Preservation Act (CPA) surcharge and are eligible for state matching grants in fiscal 2016. The Division of Local Services (DLS) estimates that the balance in the state trust fund will be sufficient to provide a first round match of only 18 percent of the surcharge levied by each city and town. This would be the lowest state match in the program's history. Knowing this, the fiscal 2016 state budget would devote up to $10 million of any fiscal 2015 year-end state budget surplus to supplement the fiscal 2016 state match, a significant boost for all CPA communities. The final amount available will depend on the final fiscal 2015 surplus, which will not be determined until later this autumn.

Please Call Your Legislators and Thank Them for a Strong Fiscal 2016 State Budget that Makes Progress on Key Municipal and Education Aid Priorities, and Ask Them to Support Gov. Baker's Proposed $25 Million for Snow and Ice Funding in the Fiscal 2015 Year-End Budget

Massachusetts Municipal Association
One Winthrop Square, Boston, MA 02110
(617) 426-7272
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(8)

TOWN OF MIDDLEBOROUGH
HEALTH DEPARTMENT

20 Center Street

Position Posting

Posting Date:	July 18, 2015
Position Title:	Health Inspector
Department:	Health Department
Work Hours:	Part-time (20) Hours per Week
Wages:	In compliance with General Municipal Employees Group.
Duties/Responsibilities:	*Full Job description available in Health Department.* Investigates nuisance complaints, investigates housing complaints. Inspects rental housing, inspects food service, all other related work.
Qualifications:	A four year college degree in related field preferred. One year experience working in a local health Department, addressing complaints and code violations.
Accountable to:	Health Officer
Posting Closes	August 14, 2015

Pursuant to Federal Regulations 51.55 (3) (k) (6), the Town of Middleborough does not discriminate on the basis of handicapped status in admission or access to, or treatment in, its programs and activities

9

MASSACHUSETTS
TOWN CLERKS' ASSOCIATION

July 14, 2015

Allison J. Ferreira
Town Clerk
20 Centre Street
Middleborough, MA 02346

Dear Allison:

I am pleased to inform you that your application for Certification as a **"CERTIFIED MASSACHUSETTS MUNICIPAL CLERK"** has been approved.

We would like to present the certification award as part of the business luncheon on Thursday, October 1, 2015 during the MTCA/MCCA Fall Conference at the Springfield Sheraton Monarch Place Hotel in Springfield, MA.

Please let me know if you cannot attend and other arrangements will be made for your presentation.

Congratulations!

Sincerely,

Barbara L. LaBombard

Barbara L. LaBombard, City Clerk, MMC/CMMC
Certification Administrator
Massachusetts Town Clerks' Association

cc: Andrew Dowd, President

MASSACHUSETTS
TOWN CLERKS' ASSOCIATION

Congratulations on your certification as a Certified Massachusetts Municipal Clerk (CMMC)!

Please be advised that achieving this milestone may also entitle you to additional compensation from your community, if your town has accepted the provisions of MGL Chapter 41, Section 19K.

That section reads as follows:

"Chapter 41, Section 19K. Additional compensation for town clerk.

In any town, that accepts this section, a town clerk who has completed the necessary courses of study and training, and has been awarded a certificate by the Massachusetts Town Clerks' Association as a certified Massachusetts municipal clerk, shall receive as compensation from such town, in addition to the regular annual compensation paid by such town for services in such office, an annual amount equal to 10 per cent of such regular annual compensation, but not more than $1,000 per year. In order to qualify for such additional compensation, a town clerk shall submit to the board of selectmen of such town proof of the award of such certificate. The additional compensation provided in this section shall be prorated for any 12 month period in which an eligible person does not hold the office of town clerk for 12 consecutive months. Such additional compensation shall discontinue when certification is discontinued or withdrawn."

Please let me know if you have any questions

Barbara L. LaBombard

Barbara L. LaBombard
MTCA Certification Administrator

(10)

Incorporated 1669
344 Years of Progress

CRANBERRY CAPITAL
OF THE WORLD

Town of Middleborough
Massachusetts

ROBERT G. NUNES
Town Manager

508-947-0928
FAX 508-946-2320

July 20, 2015

Commonwealth of Massachusetts
Department of Environmental Protection Southeast Region
Acting Regional Director
Ms. Millie Garcia-Serrano
20 Riverside Drive
Lakeville, MA 02347

Dear Ms. Garcia-Serrano:

The Middleborough Board of Selectmen voted at their meeting held on July 13, 2015 to see if an odor abatement plan filed with Department of Environmental Protection for 88 River Street, Middleborough, MA is in compliance

In the meantime, if you have any questions or comments, please do not hesitate to contact me at (508-947-0928.

Thank you for your anticipated cooperation.

Sincerely,

Robert G Nunes

Robert G. Nunes
Town Manager

cc: Board of Selectmen

(11)

Middleborough Board of Assessors

Minutes of June 18, 2015 meeting

Attendance: Anthony Freitas, Paula Burdick and Diane Maddigan

Call to order at 6:30 PM

.Correspondence:

- The Board reviewed and discussed a copy of Final Notice for Charitable Organizations
- The Board reviewed and discussed Goals for Assessor's Office for Town Manager
- The Board reviewed and discussed Press Release for RRC collecting data from businesses for Personal Property

New Business:

- The Board reviewed and signed Motor Vehicle Excise Abatement Report for May
- The Board reviewed and signed Notice of Commitment & Warrant for Motor Vehicle Commitment #99-2015
- The Board reviewed and signed Notice of Commitment & Warrant for Motor Vehicle Commitment #3-2015
- The Board voted and approved as printed May 2015 Lien Abatements – Anthony Freitas made motion and Diane Maddigan seconded this vote
- The Board reviewed and signed Omitted and Revised Assessment Report for FY2015 (to be sent to DOR)
- The Board voted and awarded Contract for Commercial/Industrial Recertification Program – Diane Maddigan made motion and Paula Burdick seconded this vote
- The Board voted and awarded Contract for Personal Property Recertification Program – Diane Maddigan made motion and Paula Burdick seconded this vote
- The Board reviewed and signed Notice of Commitment & Warrant for Street Betterment – Leslie & Suzanne Porter
- The Board reviewed and signed Notice of Commitment & Warrant for Motor Vehicle Commitment #50-2015
- The Board reviewed and signed Letter to Board of Selectmen Re: Removal of land under Chapter 61A – Bayside Agricultural

Other:

- The Board reviewed and discussed April 2015 Sales Report
- The Board reviewed and discussed Letter to Chapter Land Owners Re: New Software for Tax Billing & How it affects the numbers of tax bills received

- The Board reviewed and discussed Letter to several Chapter 61B owners Re: Questioning the Qualifying Use of the Parcel(s)

Old Business

None

Executive Session

None

Next meeting is scheduled for July 15, 2015 at 5:00 pm

Paula Burdick

Paula Burdick, Clerk

(12)

The Middleborough Public Library Board of Trustees held their Annual Meeting on July 14, 2014. In attendance were James Okolita, Keith Macdonald, George Davey, Eleanor Osborne, Sherri Hartlen-Neely, Maryanna Abren, and Library Director Danielle Bowker. Tom Perrault, Stephen Conway, and David Bennett also attended the meeting.

Chairman Okolita called the meeting to order at 6:00 p.m.

The following slate of officers was put forth:

Chairman	James Okolita
Vice Chairman	Eleanor Osborne
Clerk	Maryanna Abren
Treasurer	Edward Pratt
Assistant Treasurer	Nancy Ockers

Trustees voted unanimously to instruct the Clerk to cast one vote for this slate of officers.

The Minutes of the June 10, 2013 Annual Meeting were accepted as presented.

Chairman Okolita appointed George, Ellie, and Sherri to form a committee to begin work on a job description for the director's position, and other matters relating to Danielle's retirement.

The meeting was adjourned at 6:06 p.m.

Respectfully submitted,

Maryanna B. Abren

Maryanna B. Abren

Handouts for 7/14/14

Agenda

Minutes from 6/10/13

The Trustees of the Middleborough Public Library met on June 8, 2015. In attendance were James Okolita, Stephen Conway, George Davey, Sherri Hartlen-Neely, Eleanor Osborne, Edward Pratt, Maryanna Abren, and Library Director Danielle Bowker. Also present were Chasity Armstrong-Menard, Laura Stevens, and Wally Glendye, all of whom are interested in becoming a Trustee.

Chairman Okolita called the meeting to order at 6:00 p.m.

The candidates for the vacant Trustee seat introduced themselves, as did the Trustees.

The Minutes of the May 11th meeting were accepted as presented.

The Minutes of the special meeting held on May 18th were also accepted as presented.

The Treasurer's Report was accepted, subject to audit.

There was no "Unanticipated Business" for the Board to consider.

Jason Bloom has accepted the position of Library Director with an annual salary of $76,000. Jim has received Jason's transcripts, and a tentative start date has been set as July 31st.

A motion was made to empower Trustees Hartlen-Neely, Osborne, and Davey to begin work on a new evaluation instrument for the position of Library Director. Trustees voted unanimously in favor of this motion.

In her Director's Report, Danielle noted that we are almost at the end of the fiscal year, and will spend down to as close to $0 as possible in all accounts. The 15% materials expenditure requirement was made without difficulty.

Danielle has requested an additional $5200 from the Peirce Trustees for the lighting project. If approved before the end of the month, we can transfer some of the bills that were paid from other discretionary accounts to free up some of those funds for 2016.

The Library spent $18,600 of State funds for payroll this year. Most of that was for Sunday openings; some for extra part-time help.

According to the tech, the controls for the A/C in the Trustees Room are rusted out, and that is why it is not working. Danielle will get a second opinion. There is capital money available from last year if we need it.

The new chairs have arrived. They will be put out after the new carpet is installed on the main floor next week.

The funds from the MacKenzie Trust went to the Town. They will probably be placed in a special account there.

Roger will again be out on medical leave at the end of this month. He is expected to be out for 3 months this time.

The decision was made by Danielle and Libby to whittle down the rarely used reference collection. Some of the collection will go into circulating, and the rest will be discarded. Danielle has been in touch with Mr. Peck from the DPW to assist in removing the discarded items.

Boston Globe veteran and Pulitzer Prize winner Stephen Kurkjian will be at the Library on June 17th to talk about his new book, Master Thieves, which centers on the Isabella Stewart Gardner Museum heist in Boston. He will also be available to sign copies.

Amanda has been working closely with the elementary school in hopes of getting them more involved with our Summer Reading program. She will visit schools next week. Karen and Danielle are going to the Middle School this week, in hopes of getting that age group more interested.

The Library is donating discarded books to the "Little Free Libraries" that the School District's literacy team is setting up.

Each of the three candidates for the vacant seat on the Board was given the opportunity to share a bit of background with Trustees, as well as his/her reasons for wanting to become a Trustee. They also answered questions from Trustees.

The next meeting is scheduled for July 13, 2015 at 6:00 p.m.

Trustees then voted to go into Executive Session for the purpose of dealing with Personnel issues, and not to return to open session.

The meeting adjourned at 7:20 p.m.

Respectfully submitted,

Maryanna B. Abren

Maryanna B. Abren

Handouts

Agenda

Minutes of 5/11 and 5/18

Treasurer's Report (Balances as of 5/31/15)

Director's Report

Expenditures (as of 6/1/15)

Circulation Statistics

(13)

52 LYN LANE, EDGEWAY
P O BOX 913, LAKEVILLE

JULY 1, 2015

TO WHOM IT MAY CONCERN

RE: CONTRIBUTION TO ESCROW ACCOUNT, LRF

I HAVE SHOWN A COPY OF MY MONTHLY DEPOSIT TO LRF AND A BRIEF EXPLANATION FOR ITS DELAY IN REACHING YOU.

"A" CAUSED "B" WHICH IN TURN... YOU'VE HEARD STORIES LIKE THIS FROM OTHERS, BUT THE RECORD DISCLOSES THE TRUTH. I'M STILL A TENANT ON THIS PLANET. I SURVIVED HEART SURGERY, AND SOME EYE SURGERY WHEREUPON I CHOSE TO SUBMIT TO BACK SURGERY. ALL SUCCESSFUL, BY THE WAY. I'M NOW OBLIGED TO TAKE A REST BEFORE THE KNIFE-WIELDING, MASK-WEARING GROUP CAN SHARPEN THEIR BLADES ON OTHER TARGETS OF OPPORTUNITY, WHICH EXIST.!?

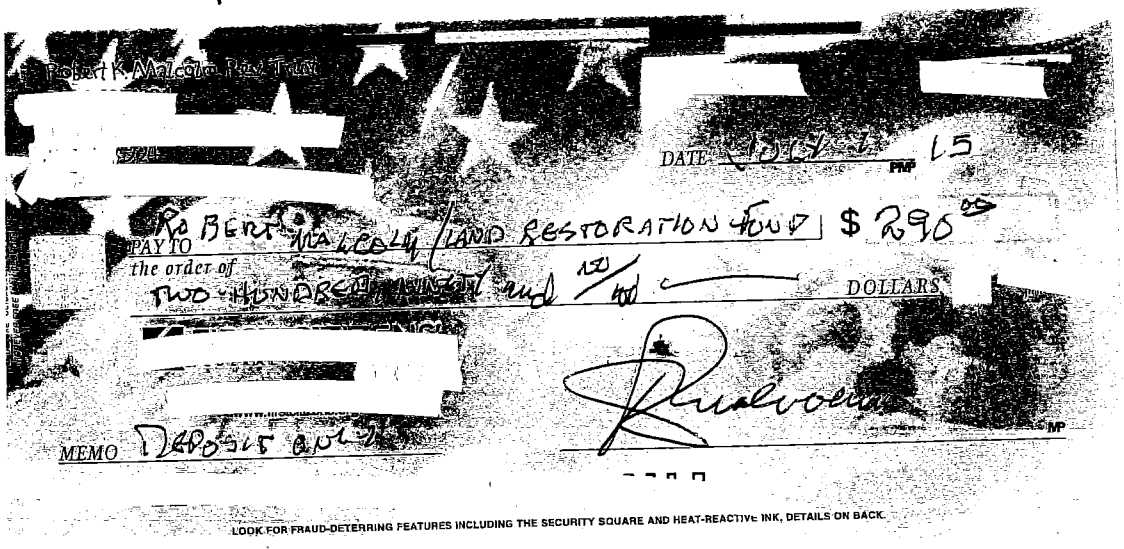
MY POSITION WITH RESPECT TO EDGEWAY ALSO EXISTS. THIS FACT WILL PLEASE A FEW OF YOU AND UPSET A FEW OTHERS. I HAVE NO CHOICE WITH A FEW QUARTERS OF THE ISSUE BUT MY EXPERT POSITION IN THE WORLD OF MATHEMATICS ALLOWS MY "WHOLE" TO POSSESS A FEW MORE QUARTERS THAN DO CUSTOMARY TEXT BOOKS ALLOW OR PERMIT.

IN THE MEANTIME, MY TEMPORARY REST HAS GIVEN ME THE OPPORTUNITY TO UNCOVER GAMBITS ABOUT WHICH I'LL SHARE WITH YOU. RELY ON IT.

SINCERELY

ROBERT MALCOLM,
HOMEOWNER, ETC.

P.S FOR THOSE OF YOU WHO WEAR A SMIRK MY FACIAL MUSCLES ALLOW ME TO WEAR A WELL-EARNED GRIN.



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xfinity™

July 15, 2015

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

Re: Changes to XFINITY TV Service

Dear Chairman and Members of the Board:

We are writing to make you aware of some upcoming changes to our XFINITY TV Service in your community which will become effective beginning on July 15, 2015.

On this date our current Digital Premier service tier will be renamed Digital Premier with Sports and will no longer be available for new subscriptions after September 15, 2015. Customers who subscribe to this service prior to September 15, 2015 will continue to receive the service until they make a change to their services or they receive further notice.

Our current Premier XF Double Play bundle will be renamed Premier with Sports XF Double Play and will similarly no longer be available for new subscriptions. Customers who subscribe to this bundle will continue to receive the bundle until they make a change to their services or they receive further notice. We will offer a new Digital Premier service tier which will include Digital Preferred, HBO, Showtime, Starz, Cinemax and TMC for $64.95 per month. Customers will be required to subscribe to Digital Starter service to receive Digital Premier service.

Lastly, we will be launching two new Double Play packages. Internet Pro Plus will be available and will include Digital Economy, Performance Pro Internet, Streampix and the customer's choice of either HBO at $81.95 per month or Showtime at $78.95 per month. Premier XF Double Play will be available at $179.99 per month and will include the new Digital Premier tier and Performance Pro Internet.

Customers will be learning of these changes with their bills printed after July 14, 2015. If you have any questions about these changes, please feel free to reach out to me at 617.279.6017.

Sincerely,

Mary O'Keeffe

Mary O'Keeffe, Sr. Manager
Government & Regulatory Affairs

*Prices do not include applicable taxes and fees.

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Town of Middleborough

Town Accountant

20 Centre Street
First Floor
Middleborough, MA 02346-2250
www.middleborough.com

Telephone: 508-946-2313

Fax: 508-946-2315

July 7, 2015

Board of Selectmen
10 Nickerson Avenue
Middleboro, MA 02346

Honorable Members:

This is to notify the Board by July 9, 2015, that the effective date of October 9, 2015 automatic extension date for the Town Accountant's contract is approaching.

Sincerely,

Steven Dooney
Town Accountant C.G.A.

NEEDED
MEALS ON WHEELS
DRIVERS

One day a week or more. The Council on Aging needs volunteer drivers, Monday through Friday from 9:30 to 12:30 to deliver hot meals to the homebound. Training provided and reimbursement for mileage. CORI required. Call the COA at 508-946-2490 for more information or to apply.

STATE PUBLIC HEALTH OFFICIALS ANNOUNCE SEASON'S FIRST POSITIVE MOSQUITO SAMPLE FOR WEST NILE VIRUS

Residents urged to cover up, use bug spray to avoid getting bitten

BOSTON – Thursday, July 16, 2015- The Massachusetts Department of Public Health (DPH) announced today that West Nile virus (WNV) has been detected in a mosquito in Massachusetts for the first time this year. WNV infection was confirmed by the State Public Health Laboratory today in a mosquito sample which was collected on July 8 in the Town of Sheffield. No human or animal cases of WNV or Eastern Equine Encephalitis (EEE) have been detected so far this year. There is no elevated risk level or risk level change associated with this finding.

"While no human or animal cases of WNV or Eastern Equine Encephalitis (EEE) have been detected so far this year, and there is no elevated risk level or risk level change associated with this finding this is confirmation that WNV is circulating in Massachusetts again this summer. It should serve as a reminder of the need for personal protection from the threat of mosquito-borne illness," said DPH State Public Health Veterinarian Dr. Catherine Brown. "Protection includes using mosquito repellent with an EPA-approved ingredient according to the directions on the label, using clothing to reduce exposed skin when weather permits, draining standing water to prevent mosquito breeding and repairing window screens to keep mosquitoes out of your home." WNV is usually transmitted to humans through the bite of an infected mosquito. In 2014, there were six human cases of WNV infection identified in Massachusetts. While WNV can infect people of all ages, people over the age of 50 are at higher risk for severe disease. Most people infected with WNV will have no symptoms. When present, WNV symptoms tend to include fever and flu-like illness. In rare cases, more severe illness can occur.

People have an important role to play in protecting themselves and their loved ones from illnesses caused by mosquitoes.

Avoid Mosquito Bites

Apply Insect Repellent when Outdoors. Use a repellent with DEET (N, N-diethyl-m-toluamide), permethrin, picaridin (KBR 3023), oil of lemon eucalyptus [p-methane 3, 8-diol (PMD)] or IR3535 according to the instructions on the product label. DEET products should not be used on infants under two months of age and should be used in concentrations of 30% or less on older children. Oil of lemon eucalyptus should not be used on children under three years of age.

Be Aware of Peak Mosquito Hours. The hours from dusk to dawn are peak biting times for many mosquitoes. Consider rescheduling outdoor activities that occur during evening or early morning.

Clothing Can Help Reduce Mosquito Bites. Wearing long-sleeves, long pants and socks when outdoors will help keep mosquitoes away from your skin.

Mosquito-Proof Your Home

Drain Standing Water. Mosquitoes lay their eggs in standing water. Limit the number of places around your home for mosquitoes to breed by either draining or discarding items that hold water. Check rain gutters and drains. Empty any unused flowerpots and wading pools, and change water in birdbaths frequently.

Install or Repair Screens. Keep mosquitoes outside by having tightly-fitting screens on all of your windows and doors.

Protect Your Animals

Animal owners should reduce potential mosquito breeding sites on their property by eliminating standing water from containers such as buckets, tires, and wading pools – especially after heavy rains. Water troughs provide excellent mosquito breeding habitats and should be flushed out at least once a week during the summer months to reduce mosquitoes near paddock areas. Horse owners should keep horses in indoor stalls at night to reduce their risk of exposure to mosquitoes. Owners should also speak with their veterinarian about mosquito repellents approved for use in animals and vaccinations to prevent WNV and EEE. If an animal is diagnosed with WNV or EEE, owners are required to report to DAR, Division of Animal Health by calling 617-626-1795 and to the Department of Public Health (DPH) by calling 617-983-6800.

More information, including all WNV and EEE positive results, can be found on the Arbovirus Surveillance Information web page at www.mass.gov/dph/mosquito or by calling the DPH Epidemiology Program at 617-983-6800.

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