

**HEARINGS, MEETINGS, LICENSES**

**9-8-14**

## **2014 Town Manager Search Committee Members**

Roseli Weiss (School Superintendent-School representative)

Danielle Bowker (Library Director-Department Head representative)

Leilani Dalpe (Selectmen representative)

Stephen J. McKinnon (Selectmen representative)

Steve Morris (Citizen at Large)

Lincoln Andrews (Citizen at Large)

Neil Rosenthal (Citizen at Large)

Bruce Atwood (Citizen at Large)

Richard Young (Citizen at Large)

*Middleborough At Home  
Affordable Housing Committee  
20 Centre St.  
Middleborough, MA 02346  
Tel: 508-946-2402, Fax: 508-946-2413*

September 4, 2014

Town of Middleborough  
Board of Selectmen  
10 Nickerson Ave  
Middleborough, MA 02108

Dear Members of the Board:

As members of the Town of Middleborough's affordable housing committee, Middleborough At Home, we are writing in support of the proposed affordable housing project at 51 South Main St. which includes renovating the current building and creating a second building on the property that resembles a carriage house in order to create apartment units, 25% of which will be affordable. Dean Harrison has been consulting with the property owner and has met with MAH to discuss and review this project.

Middleborough At Home's mission as an affordable housing partnership is to serve as an advocacy group for fair housing, for funding of affordable housing projects, and for continued support for affordable housing in our community. We understand that decent housing is the foundation of economic development and would like to emphasize the need for this project in the downtown.

We hope you look favorably on this very important project for the Town.

Sincerely,

  
Chairman

Middleborough At Home Committee

Dean E. Harrison  
76 Newfield Avenue  
Warwick, RI, 02888  
(508) 813.1388

September 4, 2014

Mr. Allin Frawley  
Chairman  
Board of Selectmen  
Town of Middleborough  
10 Nickerson Avenue  
Middleborough, MA 02346

RE: 51 South Main Street  
Housing Proposal - LIP Application

Dear Chairman:

We are meeting with the Board of Selectmen on September 8, 2014 to give a presentation on a proposal to create new high quality mixed income housing at 51 South Main Street. The plans include converting the current building into 3, two bedroom units and create 4, two bedroom units in a new building on the property that resembles a carriage house. We have met with the Middleborough Historic Commission and Middleborough At Home on various occasions to discuss the proposal. Based on those meetings, we have incorporated a number of suggestions and recommendations into the current plans. In preparation of the meeting, we are providing the following documents;

- Proposed Site Plan (existing and new)
- Proposed Floor Plans (existing)
- Proposed Building Elevations (existing)

Additional elevations and floor plans for the new building will be presented at the meeting on Monday.

We proposing the development be permitted using the Local Initiative Program (LIP) under Chapter 40B as a friendly Comprehensive Permit. Currently, the development includes 2 units (28%) affordable at 80% of median income. As a requirement of the LIP Application to the Department of Housing and Community Development (DHCD), the forms must be signed by the Chief Executive Official of the Municipality. Therefore, we will be requesting the approval of the Board of Selectman to allow the Chief Executive Official of the Middleborough to sign the completed LIP Application for submission to DHCD.

We look forward to meeting with the Board of Selectmen and addressing any further questions regarding the proposed development.

Sincerely,



Dean E. Harrison

cc: Paul Turner

# 51 SOUTH MAIN STREET CONCEPTUAL SITE PLAN IN MIDDLEBORO, MASSACHUSETTS

COLOR KEY	
LAWN	Green
BUILDINGS	Blue
CONCRETE	Grey
GRAVEL	Orange
PAVEMENT	Dark Grey
BRICK WALKS	Red
STONE WALKS	Brown

## EXISTING CONDITIONS

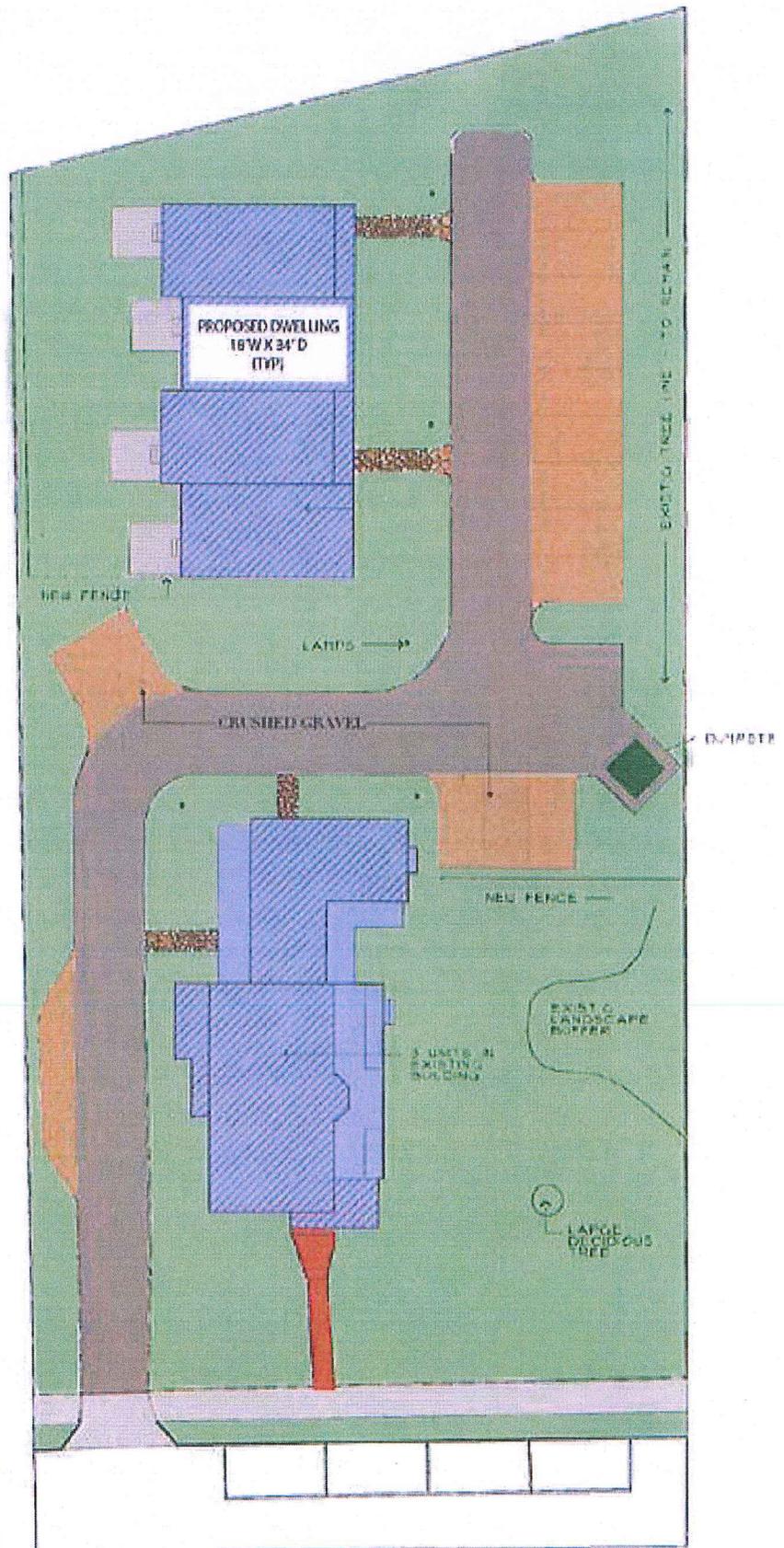
TOTAL LOT AREA = 31,864 SF  
 TOTAL BUILDING AREA = 3,712 SF  
 TOTAL PAVEMENT = 4,924 SF  
 TOTAL IMPERVIOUS AREA = 8,636 SF  
 TOTAL LOT COVERAGE = 8,636 SF/31,864 SF  
 = 27%

## PROPOSED CONDITIONS

TOTAL LOT AREA = 31,864 SF  
 TOTAL BUILDING AREA = 5,740 SF  
 TOTAL PAVEMENT = 5,586 SF  
 TOTAL IMPERVIOUS AREA = 11,326 SF  
 TOTAL LOT COVERAGE = 11,326 SF/ 31,864 SF  
 = 35%

## PARKING

SPACES EXISTING = 10  
 SPACES PROPOSED = 14

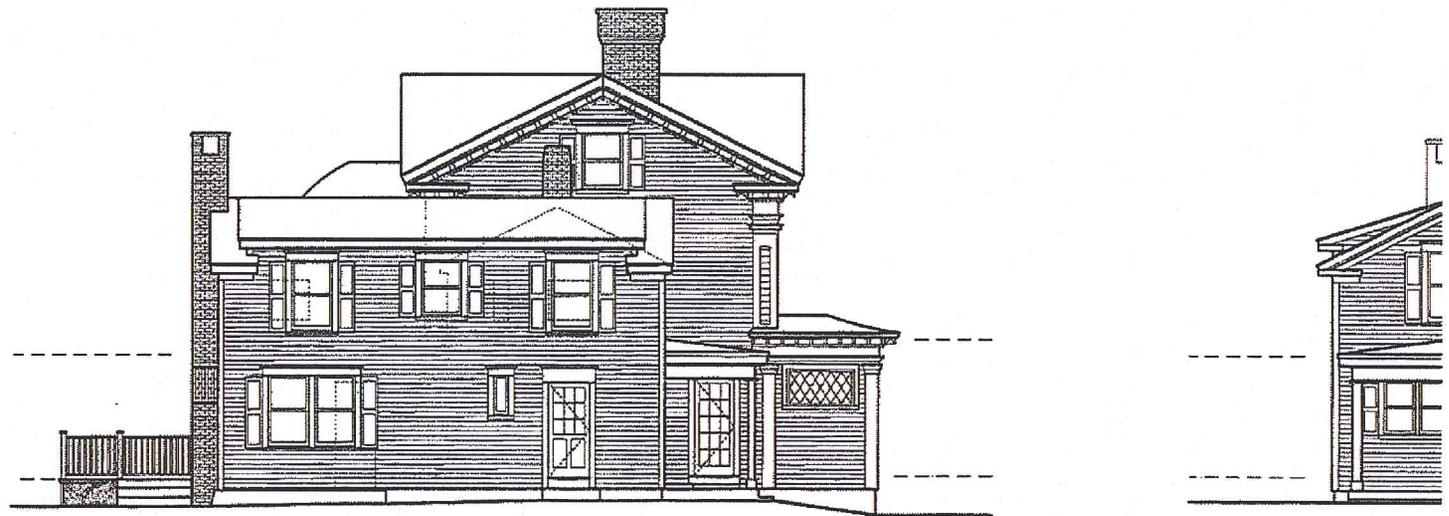




3ED

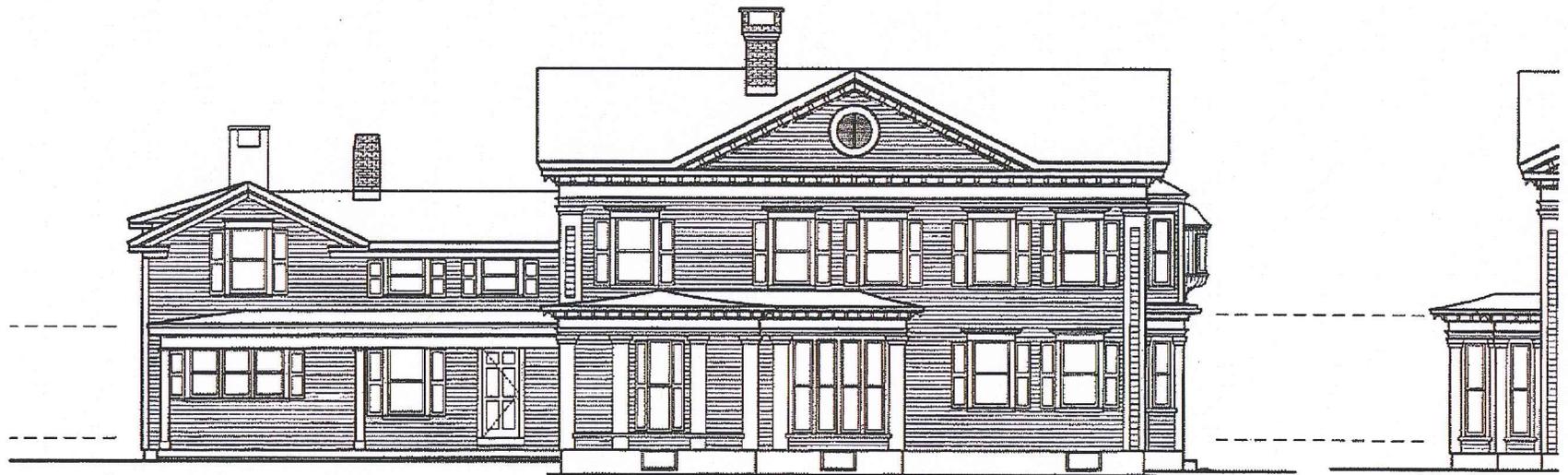
○ FRONT ELEVATION - PROPOSED  
SCALE: 1/4" = 1'-0"

JEFFREY M. METCALFE, R.A.  
44 Jan Maria Drive  
Plymouth, MA 02360  
23 May 2014



REAR ELEVATION - PROPOSED  
SCALE: 1/4" = 1'-0"

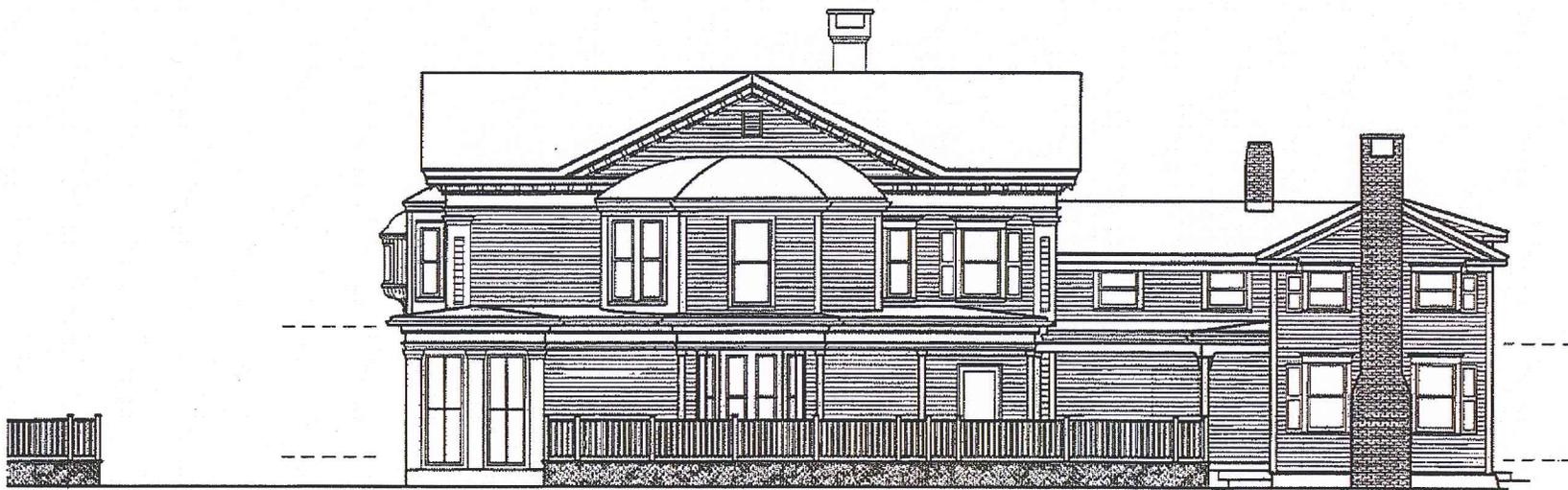
JEFFREY M. METCALFE, R.A.  
44 Jan Marie Drive  
Plymouth, MA 02360  
23 May 2014



LEFT ELEVATION - PROPOSED  
SCALE: 1/4" = 1'-0"

JEFFREY M. METCALFE, R.A.  
44 Jan Marie Drive  
Plymouth, MA 02360  
23 May 2014

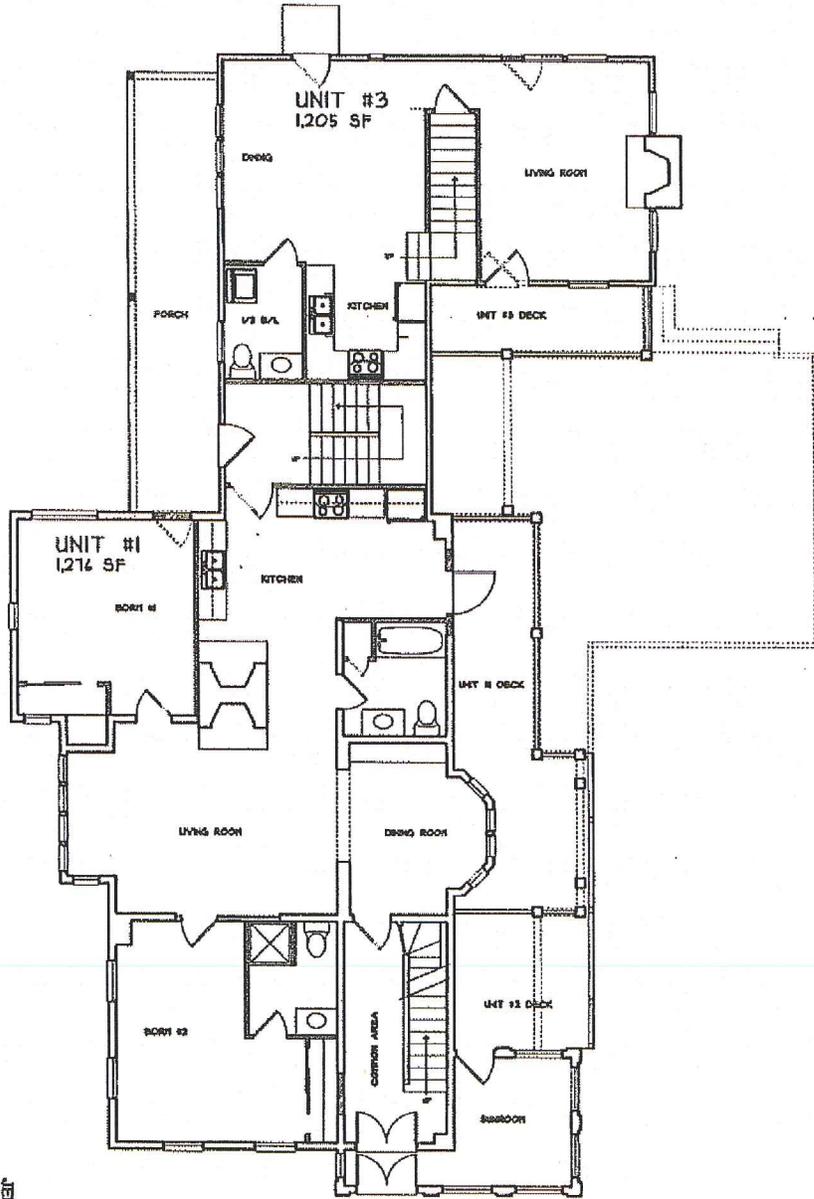
FR  
BCA



RIGHT ELEVATION - PROPOSED  
SCALE: 1/4" = 1'-0"

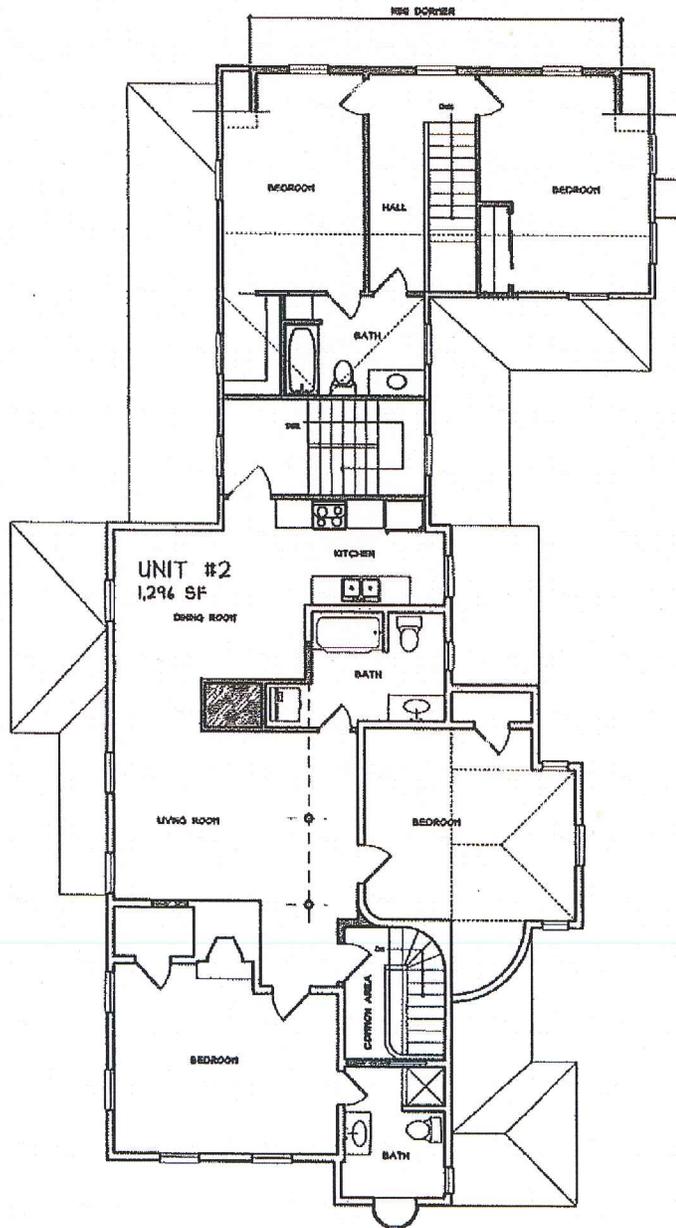
JEFFREY M. METCALFE, R.A.  
44 Jan Marie Drive  
Plymouth, MA 02360

23 May 2014



**FIRST FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"

JEFFREY M. METCALFE, P.A.  
 44 San Martin Drive  
 Plymouth, MA 02580  
 25 Nov 2014




**SECOND FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"

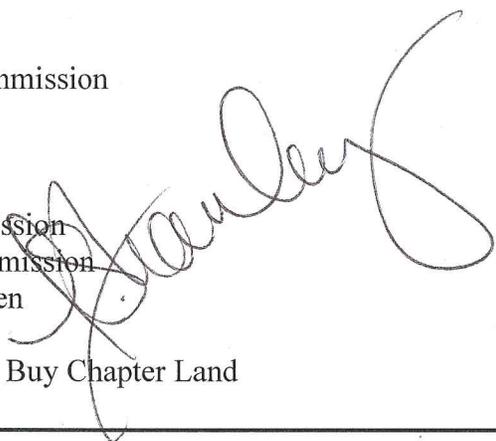
JEFFREY M. METCALLES, P.A.  
 44 JAIN HAVENS DRIVE  
 PLYMOUTH, MA 02580  
 2/5/14/2014



**Town of Middleborough**  
**Massachusetts**  
**Board of Selectmen**

**MEMORANDUM**

TO: Assessor's Office  
Conservation Commission  
Planning Board  
Park Department  
Zoning Board  
Historical Commission  
Agricultural Commission  
FROM: Board of Selectmen  
DATE: July 22, 2014  
RE: Town's Option to Buy Chapter Land

A large, handwritten signature in black ink, appearing to read 'Stanley', is written over the right side of the memorandum header.

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The Board of Selectmen has received notice that David Fisher and Gid Fisher of Middleborough intend to convert parcels:

- #67-3281 (3.86 acres of)
- #73-736 (2.579 acres of)
- #074-375 (2.583 acres of)

out of Chapter lands 61B for use as a solar photovoltaic generating facility.

Please submit written comments regarding this property to the Board by **12 Noon on Wednesday, August 6, 2014.**

Thank you.

Attachments



**Town of Middleborough**  
**Massachusetts**

PLANNING DIRECTOR  
Ruth McCawley Geoffroy

**Planning Board**

Telephone (508) 946-2425  
Fax (508) 946-1991

August 26, 2014

Board of Selectmen  
Town Office Building  
20 Center Street, Third Floor  
Middleborough, MA 02346

Re: Dave Fisher, 154 Purchase Street, Chapter 61B  
Assessors Map 67, Lot 3281

Honorable Board:

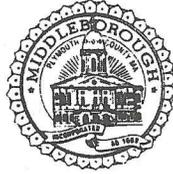
The Planning Board voted at their meeting of August 26, 2014, to recommend that the Town not exercise the Chapter 61B Recreation Tax Program Option for the above referenced Dave Fisher property located on Purchase Street. The 61B Notice was sent to the Town Boards dated July 16, 2014.

If you have any questions, or wish to discuss this further, please do not hesitate to contact me.

Sincerely,

Michael J. Labonte, Chairman  
for the Middleborough Planning Board

CC: Conservation Commission  
Board of Assessors



# Town of Middleborough

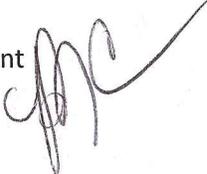
## CONSERVATION COMMISSION

20 CENTRE STREET  
MIDDLEBOROUGH, MASSACHUSETTS 02346

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

### MEMORANDUM

TO: Board of Selectmen

FROM: Patricia J. Cassidy, Conservation Agent 

DATE: August 1, 2014

RE: Town's Option to Buy Chapter 61B Land (Map 67, Lot 3281/Map 73, Lot 736/Map 74, Lot 375)

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At the July 17, 2014 Middleborough Conservation Commission meeting the Commission discussed the possibility of purchasing the above-mentioned property.

At this time the Conservation Commission said that it would be nice land to have but there is no money.

If you have any questions regarding the Commission response please contact the Conservation Department at 508-946-2406.

Thank you

pjc



## Assessor's Office

10 Nickerson Avenue  
Middleborough, Massachusetts 02346

Telephone (508) 946-2410  
Fax (508) 946-4430

July 17, 2014

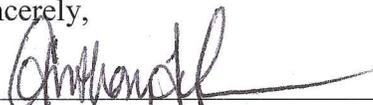
Board of Selectmen  
10 Nickerson Avenue  
Middleboro, MA 02346

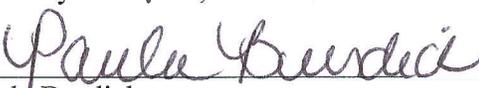
Honorable Members,

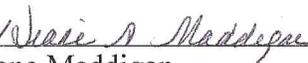
We are writing in regard to the Notice of Intent to convert land classified under Chapter 61B that was sent to us by David Fisher. Mr. Fisher is the current owner of property located on Purchase Street in Middleboro known as Map 67 Lot 3281 consisting of a total of 42.25 acres. 3.86 acres of this parcel will be removed from classification.

The Board of Assessors has no objection to the removal of this land from Chapter 61B Recreational classification.

Sincerely,

  
\_\_\_\_\_  
Anthony F. Freitas, Chairman

  
\_\_\_\_\_  
Paula Burdick

  
\_\_\_\_\_  
Diane Maddigan  
Middleborough Board of Assessors

AF/be

Cc: Amelia Tracy



**Town of Middleborough**  
**Massachusetts**

PLANNING DIRECTOR  
Ruth McCawley Geoffroy

**Planning Board**

Telephone (508) 946-2425  
Fax (508) 946-1991

August 26, 2014

Board of Selectmen  
Town Office Building  
20 Center Street, Third Floor  
Middleborough, MA 02346

Re: Gid Fisher, Gid Circle, Chapter 61B  
Assessors Map 74, Lot 375

Honorable Board:

The Planning Board voted at their meeting of August 26, 2014, to recommend that the Town not exercise the Chapter 61B Recreation Tax Program Option for the above referenced Gid Fisher property located on Gid Circle. The 61B Notice was sent to the Town Boards dated July 16, 2014.

If you have any questions, or wish to discuss this further, please do not hesitate to contact me.

Sincerely,

Michael J. Labonte, Chairman  
for the Middleborough Planning Board

CC: Conservation Commission  
Board of Assessors



## Assessor's Office

10 Nickerson Avenue  
Middleborough, Massachusetts 02346

Telephone (508) 946-2410  
Fax (508) 946-4430

July 17, 2014

Board of Selectmen  
10 Nickerson Avenue  
Middleboro, MA 02346

Honorable Members,

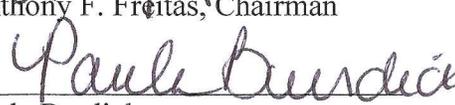
We are writing in regard to the Notice of Intent to convert land classified under Chapter 61B that was sent to us by Gid Fisher. Mr. Fisher is the current owner of property located on Purchase Street in Middleboro known as Map 74 Lot 375 consisting of a total of 114.00 acres. 2.58 acres of this parcel will be removed from classification.

The second parcel (Map 73 Lot 736) listed on the Notice of Intent is currently not under classification and no notice is required according to M.G.L.

The Board of Assessors has no objection to the removal of this land from Chapter 61B Recreational classification.

Sincerely,

  
\_\_\_\_\_  
Anthony F. Freitas, Chairman

  
\_\_\_\_\_  
Paula Burdick

  
\_\_\_\_\_  
Diane Maddigan  
Middleborough Board of Assessors

AF/be

Cc: Amelia Tracy

Board of Selectmen

Town of Middleboro, Massachusetts

10 Nickerson Avenue

Middleboro, MA 02346

July 16, 2014

**Notice of Intent to Convert**

To the Board of Selectmen:

*Statement of Intent to Convert:* I hereby request that 3.86 acres of my parcel 67-3281 be converted out of Chapterlands 61B for use as a solar photovoltaic generating facility.

The proposed project will be erected with a pile-driven racking system that requires no concrete foundations, and will hold 4,200 (310watt) solar panels and interconnect to the Middleborough Gas and Electric distribution grid. The total project size will be about 5 acres in size and not have any moving parts, produce any emissions, or noise. Due to the nature of the racking design, there will be no change in the grade or drainage at the site and NextSun will leave the existing vegetation in place. NextSun Energy will design, install and maintain the project for its lifetime, and has successfully constructed over 14MW of projects in Massachusetts to date. This project will provide 6,950kwhr/yr of clean, renewable and locally-generated electricity to the residents of Middleborough for of 20 years and also produce significant rate savings to the ratepayers of MDG&E.

**Landowner:**

Dave Fisher

154 Purchase St., Middleborough, MA 02346

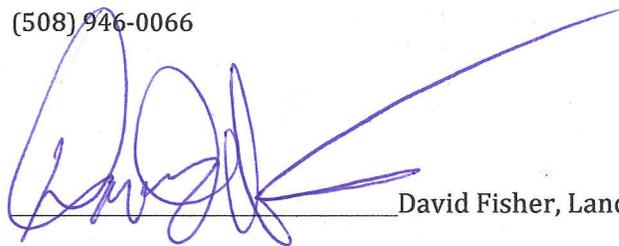
(508) 923-4775

**Landowners' Attorney:**

Susan Callan | Robert J. Mather & Associates

PO Box 688, Middleborough, MA 02346

(508) 946-0066



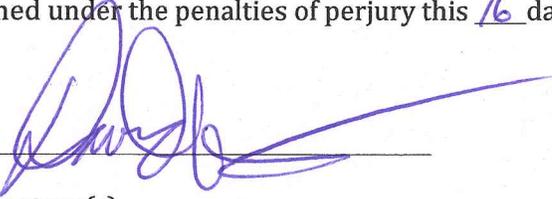
David Fisher, Landowner

7/16/14  
Date

**Notarized Affidavit**

I, David Fisher, state that I am the owner of Parcel #67-3281 in Middleborough, MA and have mailed or hand delivered a notice of intent to convert for the parcel on 16 day of July (month), 2014 (year)

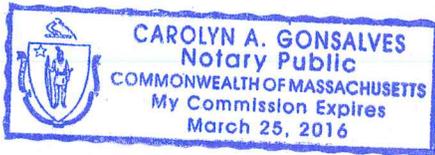
Signed under the penalties of perjury this 16 day of July (month), 2014 (year)

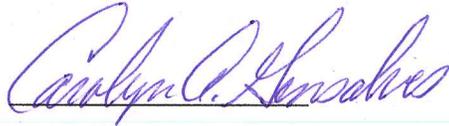


Signature(s)

**Notarization Section:**

On this 16<sup>th</sup> day of July, 2014, before me, the undersigned notary public, personally appeared David Fisher (name of document signer), proved to me through satisfactory evidence of identification, which was/ ~~were~~ Personal Knowledge of David Fisher to be the person whose name is signed above, and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/~~her~~ knowledge and belief.

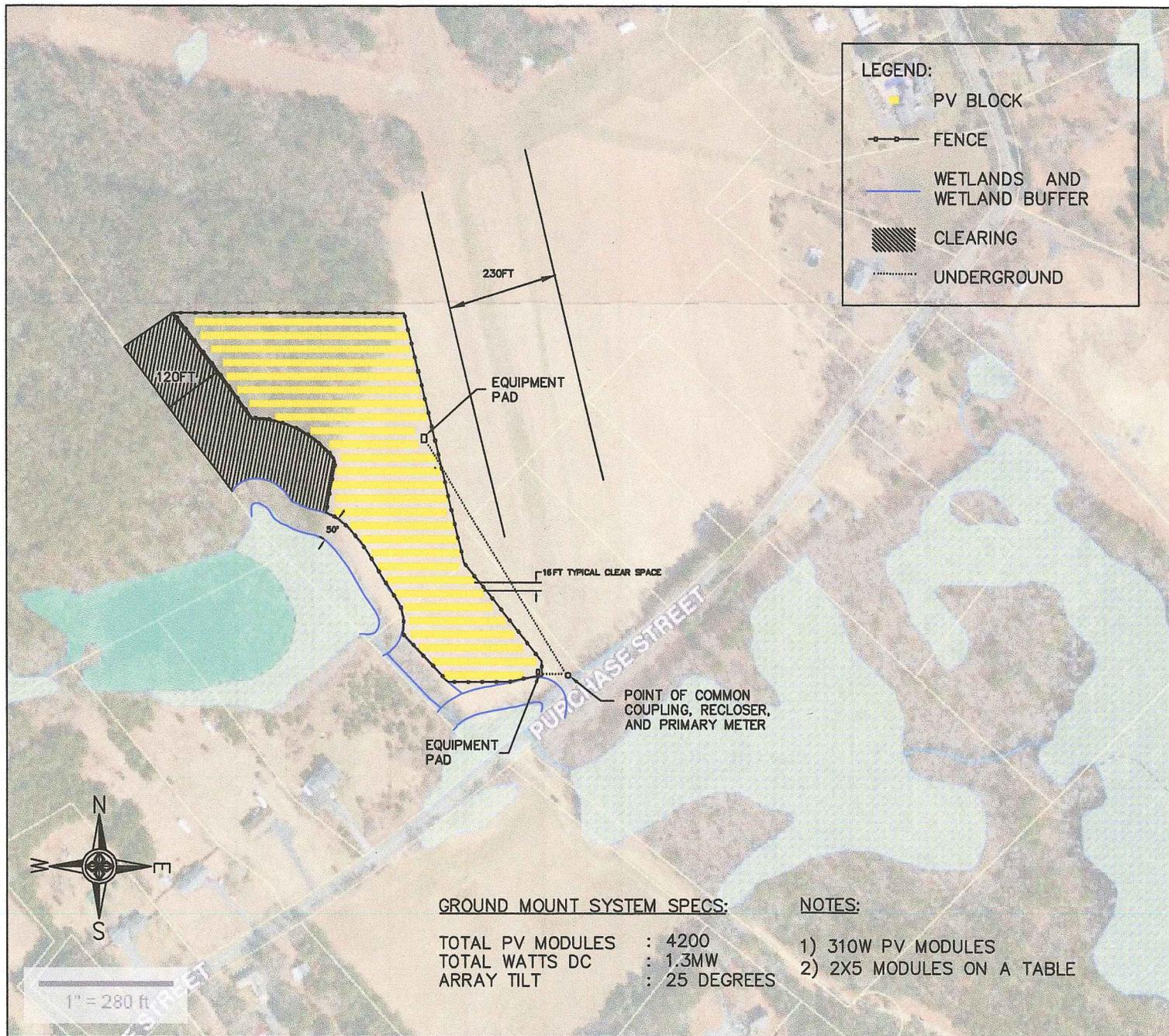




Signature of Notary Public

March 25, 2016

My Commission Expires





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**CONTACT:**  
 77 POND AVE.  
 SUIT 101, BROOKLINE, MA 02445  
 TEL: 617-942-2733  
 FAX: 617-440-7554  
 EMAIL: INFO@NEXTSUNENERGY.COM

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**PROJECT:**  
 1.3 MW DC-GROUND MOUNTED SOLAR ARRAY

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**CUSTOMER NAME:**  
 DAVE FISHER

---

**PROJECT ADDRESS:**  
 154 PURCHASE ST  
 MIDDLEBORO, MA

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**DOCUMENT DATE:**  
 07/08/2014

---

**SCALE:**  
 1IN: 280FT

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E1

Board of Selectmen

Town of Middleboro, Massachusetts

10 Nickerson Avenue

Middleboro, MA 02346

July 16, 2014

**Notice of Intent to Convert**

To the Board of Selectmen:

*Statement of Intent to Convert:* I hereby request that 2.583 acres of my parcel 074-375 and 2.579 acres of my parcel 73-736 be converted out of Chapterlands 61B for use as a solar photovoltaic generating facility.

The proposed project will be erected with a pile-driven racking system that requires no concrete foundations, and will hold 4,200 (310watt) solar panels and interconnect to the Middleborough Gas and Electric distribution grid. The total project size will be about 5 acres in size and not have any moving parts, produce any emissions, or noise. Due to the nature of the racking design, there will be no change in the grade or drainage at the site and NextSun will leave the existing vegetation in place. NextSun Energy will design, install and maintain the project for its lifetime, and has successfully constructed over 14MW of projects in Massachusetts to date. This project will provide 6,950kwhr/yr of clean, renewable and locally-generated electricity to the residents of Middleborough for of 20 years and also produce significant rate savings to the ratepayers of MDG&E.

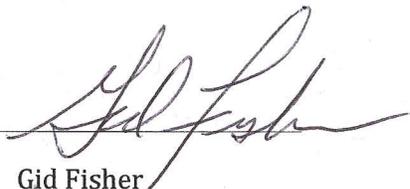
**Landowner:**

Gid Fisher

Gid Circle, Middleborough, MA 02346

(508) 641-6004

Landowner: \_\_\_\_\_

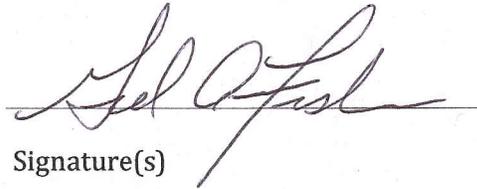
  
Gid Fisher

Date: 07/16/14

**Notarized Affidavit**

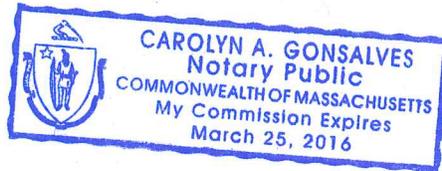
I, Gid Fisher, state that I am the owner of both parcels 73-736 and 074-375 in Middleborough, MA and have mailed or hand delivered a notice of intent to convert for the parcel on 16 day of JULY (month), 2014 (year)

Signed under the penalties of perjury this 16 day of JULY (month), 2014 (year)

  
Signature(s)

**Notarization Section:**

On this 16<sup>th</sup> day of July, 2014, before me, the undersigned notary public, personally appeared Gid A. Fisher (name of document signer), proved to me through satisfactory evidence of identification, which was/ ~~were~~ Personal Knowledge of Gid A. Fisher to be the person whose name is signed above, and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/~~her~~ knowledge and belief.

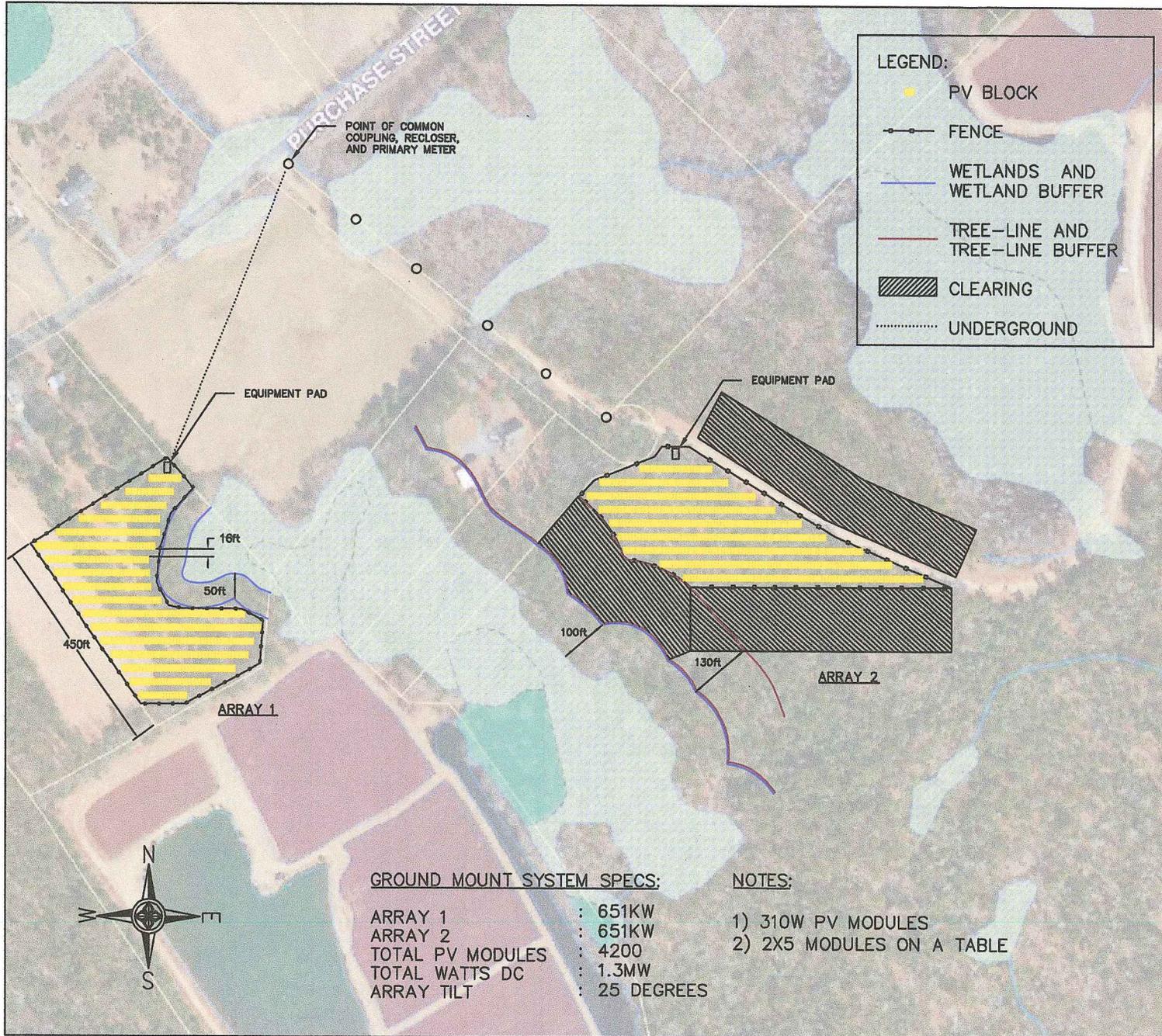




Signature of Notary Public

March 25, 2016

My Commission Expires



**LEGEND:**

- PV BLOCK
- FENCE
- WETLANDS AND WETLAND BUFFER
- TREE-LINE AND TREE-LINE BUFFER
- CLEARING
- UNDERGROUND

**GROUND MOUNT SYSTEM SPECS:**

ARRAY 1 : 651KW  
 ARRAY 2 : 651KW  
 TOTAL PV MODULES : 4200  
 TOTAL WATTS DC : 1.3MW  
 ARRAY TILT : 25 DEGREES

**NOTES:**

- 1) 310W PV MODULES
- 2) 2X5 MODULES ON A TABLE



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**CONTACT:**  
 77 POND AVE.,  
 SUIT 101, BROOKLINE, MA 02445  
 TEL: 617-942-2733  
 FAX: 617-440-7564  
 EMAIL: INFO@NEXTSUNENERGY.COM

---

**PROJECT:**  
 1.3 MW DC-GROUND MOUNTED SOLAR ARRAY

---

**CUSTOMER NAME:**  
 GID FISHER

---

**PROJECT ADDRESS:**  
 GID CIRCLE  
 MIDDLEBORO, MA

---

**DOCUMENT DATE:**  
 07/11/2014

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**SCALE:**  
 1IN: 280FT

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E1

**CRANBERRY CAPITAL  
OF THE WORLD**



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

**Town of Middleborough**  
**Massachusetts**  
**Board of Selectmen**

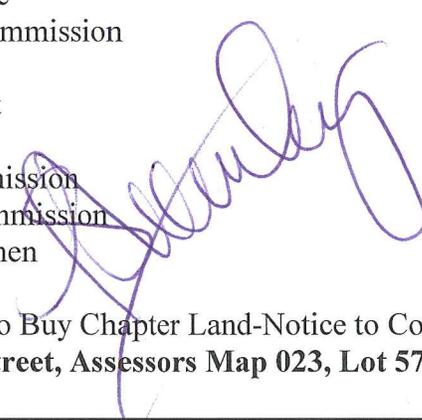
**MEMORANDUM**

TO: Assessor's Office  
Conservation Commission  
Planning Board  
Park Department  
Zoning Board  
Historical Commission  
Agricultural Commission

FROM: Board of Selectmen

DATE: August 7, 2014

RE: Town's Option to Buy Chapter Land-Notice to Convert & Sell  
**Off Purchase Street, Assessors Map 023, Lot 5769**

A handwritten signature in purple ink, appearing to read "Lorraine Truelson", is written over the "Agricultural Commission" and "FROM:" lines.

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The Board of Selectmen has received notice that Lorraine Truelson of Middleborough has signed a Purchase & Sale Agreement for the property located off Precinct Street, Assessors Map 023, Lot 5769. This is a notice to convert & sell 2.442 acres of parcel 2-6093.

Please submit written comments regarding this property to the Board by 12 Noon on Wednesday, August 20, 2014.

Thank you.

Attachments



## Assessor's Office

10 Nickerson Avenue  
Middleborough, Massachusetts 02346

Telephone (508) 946-2410

Fax (508) 946-4430

August 14, 2014

Board of Selectmen  
10 Nickerson Avenue  
Middleboro, MA 02346

Honorable Members,

We are writing in regard to the Notice of Intent to sell or convert land classified under Chapter 61A, that was sent to us by Lorraine Truelson.

Mrs. Truelson is the current owner of property located on River Street in Middleboro, known as Map 2 Lot 6093 and she intends to sell a portion of this parcel for another use.

The Board of Assessors has no objection to the removal of this land from Chapter 61A Agricultural/Horticultural classification.

Sincerely,

Anthony F. Freitas, Chairman

Paula Burdick

Diane Maddigan

Middleborough Board of Assessors

AF/be



**Town of Middleborough**  
**Massachusetts**

PLANNING DIRECTOR  
Ruth McCawley Geoffroy

**Planning Board**

Telephone (508) 946-2425  
Fax (508) 946-1991

August 26, 2014

Board of Selectmen  
Town Office Building  
20 Center Street, Third Floor  
Middleborough, MA 02346

Re: Lorraine Truelson, River Street, Chapter 61A  
Assessors Map 23, Lot 5769

Honorable Board:

The Planning Board voted at their meeting of August 26, 2014, to recommend that the Town not exercise the Chapter 61A Agricultural Tax Program Option for the above referenced Lorraine Truelson property located on River Street. The 61A Notice was sent to the Town Boards dated July 16, 2014.

If you have any questions, or wish to discuss this further, please do not hesitate to contact me.

Sincerely,

Michael J. Labonte, Chairman  
for the Middleborough Planning Board

CC: Conservation Commission  
Board of Assessors



# 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

FROM: Patricia J. Cassidy, Conservation Agent 

DATE: August 18, 2014

RE: Town's Option to Buy Chapter Land – Notice to Convert & Sell, **Off River Street (M2,L6093)**

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The Conservation Commission has not had the opportunity to review the Memorandum regarding the above mentioned Chapter Land – Notice to Convert & Sell yet. The Commission will be meeting next on August 21<sup>st</sup> and will be reviewing it then.

One thing to note at this time is that the field area in which the solar panels are proposed is quite wet. The wetlands depicted on the plan dated 7/8/2014 from NextSun Energy are not yet approved by the Conservation Commission. If the town decides not to purchase the property the wetland boundaries shown are from the DEP Wetlands Mapping. This project will require that the wetlands be delineated in the field and a Notice of Intent be submitted to the Conservation Commission prior to any activity taking place.

Thank you

pjc



## Town of Middleborough

### CONSERVATION COMMISSION

20 CENTRE STREET  
MIDDLEBOROUGH, MASSACHUSETTS 02346

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

July 31, 2014

George Nielsen & Helen Belmont  
310 Sandwich Street  
Plymouth, MA 02360

RE: Property in Middleborough off Precinct Street (Map 23, Lot 5769)

Dear Mr. Nielsen & Ms. Belmont:

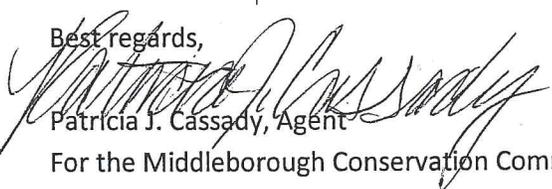
On July 17, 2014 the Conservation Commission received a hand written letter stating "land for sale in Middleboro 61A give town first option to purchase." The Commission would like additional information concerning this parcel and a copy of the official letter per the Massachusetts General Laws under Chapter 61A, Section 14. (See attached general law)

After a preliminary review of the property it appears that the property does have a significant amount of wetlands and floodplain but is not mapped under the Division of Fisheries & Wildlife Natural Heritage & Endangered Species Program. It is within a zone 4 Water Resource Protection District and is zoned residence rural.

Please send the letter to Town of Middleborough Board of Selectmen to notify them of your intention to sell the property taking it out of the 61A status.

If you have any questions, don't hesitate to contact the Conservation Commission at 508-946-2406.

Best regards,

  
Patricia J. Cassidy, Agent

For the Middleborough Conservation Commission

Cc:  Board of Selectmen  
 Board of Assessors

Board of Selectmen

Town of Middleboro, Massachusetts

10 Nickerson Avenue

Middleboro, MA 02346

July 16, 2014

**Notice of Intent to Convert and Sell**

To the Board of Selectmen:

*Statement of Intent to Convert:* I hereby request that 2.442 acres of my parcel 2-6093 be converted out of Chapterlands 61A for use as a solar photovoltaic generating facility.

The proposed project will be erected with a pile-driven racking system that requires no concrete foundations, and will hold 2,100 (310watt) solar panels and interconnect to the Middleborough Gas and Electric distribution grid. The total project size will be about 5 acres in size and not have any moving parts, produce any emissions, or noise. Due to the nature of the racking design, there will be no change in the grade or drainage at the site and NextSun will leave the existing vegetation in place. NextSun Energy will design, install and maintain the project for its lifetime, and has successfully constructed over 14MW of projects in Massachusetts to date. This project will provide 3,475 kwhr/yr of clean, renewable and locally-generated electricity to the residents of Middleborough for of 20 years and also produce significant rate savings to the ratepayers of MDG&E.

**Landowner:**

Lorraine Truelson

81 River St, Middleborough, MA 02346

(508) 697-8906

Landowner: *Lorraine Truelson*

Lorraine Truelson

Date: *July 16, 2014*

**Notarized Affidavit**

I, Lorraine Truelson, state that I have executed an agreement to sell 2.442 acres of the Parcel #2-6093 in Middleborough, MA and have mailed or hand delivered a notice of intent to sell for the parcel on 16 day of July (month), 2014 (year)

Signed under the penalties of perjury this 16 day of July (month), 2014 (year)

Lorraine S. Truelson

Signature(s)

**Notarization Section:**

On this 28<sup>th</sup> day of July, 2014, before me, the undersigned notary public, personally appeared Lorraine Truelson (name of document signer), proved to me through satisfactory evidence of identification, which was/ were a driver's license to be the person whose name is signed above, and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

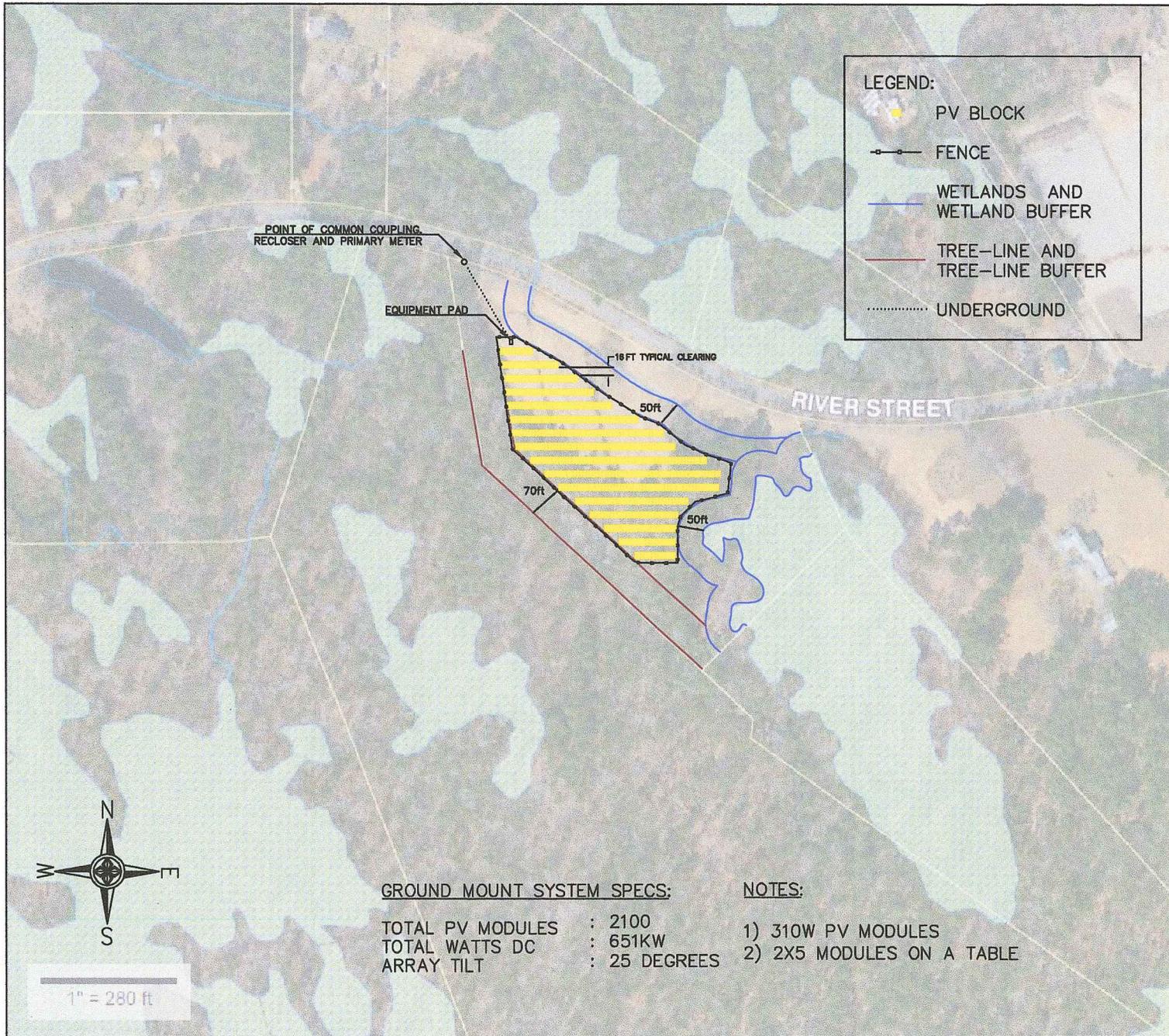


Kristen Nicole

Signature of Notary Public

5-21-2021

My Commission Expires



**LEGEND:**

- PV BLOCK
- FENCE
- WETLANDS AND WETLAND BUFFER
- TREE-LINE AND TREE-LINE BUFFER
- UNDERGROUND



**CONTACT:**  
 77 POND AVE, SUITE 101  
 BROOKLINE, MA 02445  
 TEL: 617-942-2733  
 FAX: 617-440-7554  
 EMAIL:  
 INFO@NEXTSUNENERGY.COM

**PROJECT:**  
 651KW DC-GROUND  
 MOUNTED SOLAR  
 ARRAY

**CUSTOMER NAME:**  
 LORRAINE TRUELSON

**PROJECT ADDRESS:**  
 81 RIVER ST,  
 MIDDLEBORO, MA

**DOCUMENT DATE:**  
 07/08/2014

**SCALE:**  
 1IN: 280FT

**E1**

**GROUND MOUNT SYSTEM SPECS:**  
 TOTAL PV MODULES : 2100  
 TOTAL WATTS DC : 651KW  
 ARRAY TILT : 25 DEGREES

**NOTES:**  
 1) 310W PV MODULES  
 2) 2X5 MODULES ON A TABLE

## STANDARD PURCHASE AND SALE AGREEMENT - LAND

▶ **1. PARTIES:**

	SELLER(S)	BUYER(S)
Name(s)	<u>Lorraine Truelson</u>	<u>NextSun Energy LLC.</u>
Address	<u>81 River St</u> <u>Middleborough, MA</u>	<u>77 Pond ave Brookline MA 02445</u>

▶ **2. DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, the SELLER agrees to sell and the BUYER agrees to buy SELLER'S real Parcel located at River st, Middleboro, MA Parcel: 002-6093 as more particularly described in a deed dated \_\_\_\_\_ and recorded in the Plymouth County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, or Land Court Certificate # \_\_\_\_\_ Assessor's Map # \_\_\_\_\_ Section # \_\_\_\_\_ Lot# \_\_\_\_\_ (the "Parcel"). See: NextSun Energy plan entitled "Project 651KW DC-Ground Mounted Solar Array" dated 7/8/14 annexed hereto and made a part hereof.

▶ **3. PURCHASE PRICE:** For the Parcel, BUYER shall pay the "Purchase Price" sum of \$50,000.00 Together with all costs associated with Seller's real estate tax reclassification and any subsequent retro active real estate taxes due the town or Commonwealth as part of the within consideration.

▶ **4. CONTINGENCY TERMS:** The following terms and dates apply to paragraphs 6, 7 and 8 as the case may be:

4.1 Mortgage: Amt: N/A Rate: \_\_\_\_\_ Type:  Fixed  Variable Pts: \_\_\_\_\_ Yrs: \_\_\_\_\_

4.2 Mortgage / Insurance Application Date: within N/A days of signed acceptance by SELLER

4.3 Mortgage / Insurance Contingency Date: ..... within N/A days of signed acceptance by SELLER

4.4 Inspection Contingency Date: ..... within N/A days of signed acceptance by SELLER

4.5 Septic System Inspection Date: (if applicable)..... within N/A days of signed acceptance by SELLER

▶ **5. CLOSING DATE:** The Deed is to be delivered and the Purchase Price paid on 30th day after all\* at 2:00 p.m. (the "Closing Date") at the appropriate Registry of Deeds or such other location within the county in which the Parcel is located, as specified by BUYER. \*governmental and municipal agencies have concluded their approvals and the appeal period has expired without challenges being made.

~~**6. MORTGAGE / INSURANCE CONTINGENCY:** The Buyer's obligations under this Agreement are contingent upon the Buyer's obtaining a written commitment letter from a conventional mortgage lender for a loan consistent with the contingency term used and the BUYER'S satisfaction with the insurability of the Parcel consistent with the mortgage requirements in purchasing the Parcel. Should the Buyer be unable to obtain such a commitment letter or satisfactory insurance binder despite diligent efforts, Buyer may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney, no later than 5:00 p.m. on the Mortgage / Insurance Contingency Date, whereupon all obligations of the parties under this Agreement shall cease and Buyer's deposits shall be promptly returned in full. Buyer's failure to (a) give such written notice or (b) make a good faith mortgage or insurance application by the Mortgage /Insurance Application Date shall be a waiver of the Buyer's right to cancel under this Paragraph. If the Buyer cancels the agreement, BUYER shall attach a copy of the applicable denial letter to BUYER's cancellation notice.~~

**7. INSPECTION CONTINGENCY:** The BUYER'S obligations hereunder are contingent upon BUYER'S receipt, prior to 5:00 p.m. on the Inspection Contingency Date, of written inspection reports on the Parcel satisfactory to the BUYER. Such reports may, at Buyer's option and expense, include but are not limited to: underground tanks, septic system, well water, wetlands and environmental conditions. Should the results of any such test be



unsatisfactory to BUYER, BUYER may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney no later than 5:00 p.m. on the Inspection Contingency Date, whereupon all obligations of the parties shall cease and BUYER'S deposits shall be promptly returned in full. BUYER'S failure to give such notice shall be a waiver of BUYER'S right to cancel under this Paragraph. The BUYER and Buyer's consultants shall have the right of access to the Parcel for the purpose of conducting an inspection, at reasonable times, upon twenty-four (24) hours advance notice to the Seller's Agent. In consideration of BUYER'S right to inspect and terminate, Buyer acknowledges that by accepting the deed Buyer accepts the condition of the Parcel and releases the Seller, Seller's Agents and Buyer's Agents (which include the Selling and Listing Brokers), from any and all liability relating to any defects in the Parcel without limitation.

~~8. SEWAGE DISPOSAL: The SELLER represents that the Parcel  is /  is not served by a municipal sewer system. If the premise is not served by a municipal sewer system, the sale will be subject to obtaining satisfactory results of a percolation test, deep pit soils evaluation, and high ground water determination performed to the satisfaction of the Board of Health for the municipality for which the Parcel is located and suitable for design of a septic system as defined by Title 5 of the State Environmental Code (310 CMR 15.304). Said testing and evaluation will be performed at the  SELLER'S /  BUYER'S sole cost and in good faith prior to the Septic System Inspection Date, as defined in paragraph 4.5.~~

▶ **9. POSSESSION:** Full possession shall be delivered at the Closing Date. The Parcel shall be free of encroachments burdening the Parcel and of improvements that encroach on adjoining Parcel, including but not limited to buildings, septic systems, well and driveway, and has sufficient legal access to a public way.

▶ **10. SURVEY:** SELLER represents that  new /  no new boundaries are being created by the sale of the Parcel. If new boundaries are being created, SELLER shall deliver to BUYER\* at the Closing a survey of the Parcel, in recordable form. The SELLER shall pay for the preparation and recording of the survey, unless otherwise provided herein. \*shall provide. All costs associated with the survey and plan approval shall be borne by the Buyer.

▶ **11. WATER:** SELLER represents that the Parcel  is /  is not served by a municipal water system. If the Parcel is served by a municipal water system, SELLER represents that the Parcel  is /  is not tied into said system. If the Parcel is not served by a municipal water system, SELLER represents that the Parcel is served by  a well /  a private water company /  no well on Parcel /  as outlined in paragraph 30 'Special Conditions'. If a well is present, SELLER represents that it  is /  is not located entirely within the boundaries of the Parcel and  does /  does not contain defects known to SELLER.

- **12. ADJUSTMENTS:** Current real estate taxes, water rates, and sewer use charges are to be apportioned as of the Closing Date. If the real estate tax rate is not set as of the Closing Date, the apportionment of real estate taxes shall be made on the basis of the tax assessed for the most recent preceding year, with a readjustment at the request of either party, when the amount of the current year's tax rate is set. If the amount of the tax is reduced by abatement, the rebate, less the reasonable cost of obtaining it, shall be apportioned between the parties.

▶ **13. BETTERMENT ASSESSMENTS:** SELLER represents that the Parcel  is /  is not subject to a betterment assessment. If the Parcel is subject to a betterment assessment, the SELLER agrees to pay the total outstanding betterment assessment at the closing unless the Buyer agrees to purchase the Parcel subject to, and assumes the payment of the betterment assessment.

▶ **14. TITLE:** The Parcel shall be conveyed by a good and sufficient quitclaim deed unless otherwise specified herein (accompanied by a Certificate of Title, if registered), conveying a good, clear record, marketable and insurable title, free of all encumbrances and exceptions, except:

- a) Real Estate Taxes assessed or to be assessed on the Parcel to the extent that such taxes then are not yet due and payable.
- b) Federal, state, and local laws, ordinances, by-laws, and rules regulating the use of land, particularly environmental, building, zoning, and health, if any, applicable as of the date of this Agreement, provided that as of the Closing Date, the Parcel may be used as of right for single family residential use or, the Parcel may be used as of right for \_\_\_\_\_
- c) Utility easements in the adjoining ways.

**15. USE OF PROCEEDS TO CLEAR TITLE:** To enable 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. Upon request, SELLER shall promptly provide BUYER's Attorney with written payoff instructions from all of SELLER's mortgagees. Said payoff instruction shall be in accordance with Massachusetts General Laws Chapter 183, Section 1, et seq. At closing, BUYER's Attorney shall transmit all of SELLER's payoffs to said mortgagees, and BUYER's Attorney shall be responsible to promptly secure and record the discharges of said mortgages. BUYER's attorney shall be compensated by the SELLER the customary fee associated with securing the discharge or discharges. SELLER shall pay the cost of discharge(s), and SELLER shall reimburse BUYER's Attorney the cost (if any) of overnight mail charges.

**16. EXTENSION** If, after a reasonable and diligent effort, SELLER is unable to deliver possession as defined in paragraph 9 or convey title of the Parcel as required hereunder, upon notice by either party, prior to the Closing Date, this Agreement shall be automatically extended for 30 days (or if Buyer's mortgage commitment sooner expires to a date one business day before the expiration of such commitment). Seller shall remove all mortgages, attachments and other encumbrances incurred or assumed by SELLER which secure the payment of money, provided the total amount thereof does not exceed the Purchase Price, and SELLER shall use reasonable and diligent efforts to remove other defects in title, or to deliver possession as provided herein, or to make the Parcel conform to the provisions hereof. At the end of the extended period, if all such defects have not been removed, or the SELLER is unable to deliver possession, or the Parcel does not conform with the requirements of this Agreement, BUYER may elect to terminate this Agreement and to receive back all deposits, upon receipt of which all obligations of the parties hereto shall cease.

**17. STANDARDS:** Any title matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of The Real Estate Bar Association for Massachusetts shall be governed by said Standard to the extent applicable.

**18. NOMINEE:** BUYER may require the conveyance to be made to another person, persons, or entity ("Nominee"), upon notification in writing delivered to SELLER at least five days prior to the Date of Closing. The appointment of a Nominee shall not relieve BUYER of any obligation hereunder. Any note or mortgage or other document to be delivered from BUYER to SELLER shall be executed by or unconditionally guaranteed by BUYER, unless otherwise specified herein.

**19. CLOSING:** Simultaneously with the delivery of the deed, SELLER shall execute and deliver:

- a) A bill of sale for all personal property included as part of the sale, if requested by the BUYER.
- b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulation issued thereunder, which states, under penalty of perjury, the SELLER's United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER's address (the "1445 Affidavit");
- c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to back-up withholding.

**20. ACCEPTANCE OF DEED:** Acceptance of the deed by BUYER shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. THE BUYER FURTHER ACKNOWLEDGES THAT THE BUYER IS PURCHASING THE PARCEL 'AS IS' and BUYER has not relied upon any statements or representations, oral or written, regarding the condition or value, present or future, of the Parcel made either by the SELLER or the Seller's Agents, which are not otherwise contained in this Agreement and that the Seller's Agents are acting exclusively upon behalf of the SELLER. All oral or written representations between the parties are merged herein. BUYER further acknowledges it is the BUYER'S responsibility prior to closing to obtain any and all governmental permits for any intended use of the Parcel including, but not limited to, health or environmental department, planning or zoning board approvals. SELLER and SELLER'S representative(s) make no representations as to the adequacy of the Parcel being conveyed for BUYER'S intended purposes, disclosed or undisclosed.

► **21. UNDERGROUND STORAGE TANKS:** The parties acknowledge that the Massachusetts Board of Fire Prevention has issued regulations governing the maintenance, repair, and removal of underground storage tanks to prevent and detect leakage of tank contents into surrounding soil and water supplies. The SELLER hereby discloses that to the best of Seller's knowledge, there  are /  are not underground  oil /  propane storage tank(s) at the Parcel. If there are one or more underground tanks at the Parcel, the SELLER further discloses that the tanks  have /  have not been used within the past six (6) months exclusively for the storage of fuel oil and to the best of the SELLER'S knowledge there has been no release or leakage of oil from such



tank(s). If the Parcel is not in compliance with 527 CMR 9.00 et. seq. and BUYER does not cancel this Agreement, pursuant to paragraph 7, BUYER shall be obligated to purchase the Parcel and shall be deemed to have assumed the obligation to bring the Parcel into compliance with 527 CMR 9.00 et. seq.

**22. MERGER:** The parties agree that this Agreement contains all of the terms and conditions of this transaction. It is mutually agreed that any oral or prior written representation made by either party prior to the execution of this Agreement is null and void. This Agreement shall be construed as a legal contract under seal and is binding upon the parties, and their respective heirs, successors, and assigns.

**23. SURVIVAL:** Notwithstanding any presumptions to the contrary, all covenants, conditions, and representations contained in this Agreement, which by their nature, implicitly or explicitly, involve performance in any particular manner after the Closing and delivery of the deed, or which cannot be ascertained to have been fully performed until after the Closing and delivery of the deed, shall survive the Closing.

**24. TERMINATION:** In the event the BUYER terminates this Contract in accordance with the provisions herein relating to "Mortgage / Insurance Contingency," "Inspection Contingency," "Septic System Inspection", default by SELLER, or the failure of any contingency shown under special conditions, the Escrow Agent shall forthwith refund such deposit money together with accrued interest thereon (if applicable) to the BUYER.

► **25. BUYER'S DEFAULT:** If the BUYER defaults, BUYER shall be liable to the SELLER in the amount of -5- 0% % of the purchase price, as liquidated damages, which shall be Seller's exclusive remedy in law or in equity. The deposits shall be applied to the payment of said liquidated damages.

**26. RELEASE OF DEPOSITS:** The deposits (which term shall include all interest earned, if any) made hereunder shall be held in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The deposits may not be released from escrow without the assent of both BUYER and SELLER. The recording of the deed to the Parcel shall constitute such assent. In the event of any disagreement, the Escrow Agent shall retain the deposits pending written instructions by both the SELLER and BUYER, or by a court of competent jurisdiction. So long as Escrow Agent served in good faith, BUYER and SELLER each agrees to hold harmless Escrow Agent from damages, losses, or expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto. BUYER and SELLER acknowledge that the Escrow Agent may be counsel or fiduciary to one of the parties and agree that Escrow Agent may continue to act as such counsel or fiduciary notwithstanding any dispute or litigation arising with respect to the deposits or Escrow Agent's duties.

~~**27. AGREEMENT TO MEDIATE DISPUTE OR CLAIMS:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement, or the brokerage services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Homesellers / Homebuyers Dispute Resolution System ("DRS"). Disputes and claims shall specifically include, without limitation, representations made by the SELLER, the BUYER, or the Broker(s) in connection with the sale, purchase, finance, condition, or other aspect of the Parcel to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and / or fraud. The mediation conference shall be held within 30 days from the date on which the mediator receives notice of the dispute. If the parties reach a settlement, they shall both sign a settlement agreement. If the parties cannot reach a mutually agreeable settlement, they may arbitrate or litigate the dispute without regard to the mediation procedure. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to mediate under this paragraph, nor shall such filing constitute a breach of the duty to mediate. The provisions of this paragraph shall survive the closing.~~

**28. GOVERNING LAW:** This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

**29. LICENSEE-CONSUMER RELATIONSHIP:** BUYER and SELLER acknowledge that they have been provided with a completed copy of the 'Mandatory Licensee-Consumer Relationship' form, as mandated by the Massachusetts Board of Registration of Real Estate Brokers and Salespersons.



SELLER(S) Initials \_\_\_\_\_ BUYER(S) Initials: \_\_\_\_\_ pg 4 of 5  
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**NO BROKER COMMISSION**

Buyer warrants and represents to Seller and Seller represents and warrants to Buyer that it has dealt with no broker or other person entitled to a broker's commission in connection with the negotiation or execution of the Agreement or the consummation of the transaction contemplated hereby except the broker(s) listed herein, if any, and each agrees to hold the other harmless from and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty.