

**HEARINGS, MEETINGS, LICENSES**  
**9-8-08**

## Soule Homestead Education Center 2007

### Financial Basics

2007 Budget Jan-Dec 2007

\$85,600

#### Income

98% of Income is from 5 major areas

1	Harvest Fair, Spec. Events	\$27,300	33%
2	Membership & Donations	\$17,500	20%
3	Program Fees	\$17,300	20%
4	Rent	\$15,800	18%
6	Grants	\$6,000	7%

#### Expenses

99% of Expenses are in 7 major areas

1	Staff	\$35,500	41.5%
2	Harvest Fair & Special Events	\$16,500	19.0%
3	Maintenance, Repair, Cap. Imp.	\$11,000	13.0%
4	Lease/Taxes/Insurance	\$8,400	10.0%
5	Utilities/Sanitation	\$5,600	6.5%
6	Office supplies	\$4,500	5.0%
7	Feed & Vets	\$3,500	4.0%

PRESENTED

FEB 08

**2007 PROGRAM SUMMARY**  
**Soule Homestead Education Center**

- 1 **School and Group Visits:** In 2007, 1634 children and 568 adults attended educational programs or birthday parties at Soule Homestead Education Center. (In 2006 1,713 children and 499 adults attended.) Scout, Day Care, Home School, and Public Schools groups from the towns of: Middleboro, Berkley, Bridgewater, Carver, Freetown, Halifax, Hanson, Lakeville, Mattapoissett, Pembroke, Plymouth, Plympton, Randolph, Raynham, Rochester, Rockland, South Weymouth, Taunton, and Wareham attended Children's Programs in 2007.
  - 2 **Workshops:** In 2007 Soule Homestead Education Center had 37 workshops with 312 people participating. (In 2006, 36 workshops with 355 people). Subjects such as Quilting, Basket Weaving, Candle Making, Star Gazing, Wood Carving, Organic Gardening, Chair Caning, Pottery, Landscape Painting and Rug Braiding were offered.
  - 3 **Community Gardens:** 4 individuals and a Brownie Troop cared for Community Garden plots in 2007. Middleboro High School students again planted and cared for a 20' x 60' pumpkin patch. Groups participating in children's programs worked areas of the Community Garden as well.
  - 4 **School Vacation Activities:** February, April, & Summer Vacation activities were well attended.
  - 5 **Summer Folk Concerts:** S.H.E.C. hosted 7, Saturday evening folk concerts in July and August. Averaging about 65 people each night. We have a well-organized music committee made up of 7 area residents with many connections to performers and other venues.
  - 6 **Earth Day / Sheep Day:** Over 100 people attended this event. Among the many activities, Rich Seaman of Sheepdog Junction gave a sheep dog herding demonstration and shearer, Andy Rice, educated and entertained as he worked.
  - 7 **Harvest Fair / Folk Festival:** Our major annual fundraising event on Saturday and Sunday, Sept. 15 & 16, 2007 went well. Over 1000 people enjoyed the family fun, educational exhibitors, vendors, hay rides and folk music. Over 100 people volunteer to help with the Fair, including high school civic groups and Middleboro Youth Hockey.
  - 8 **Unscary Halloween Party:** About 104 people participated in our old fashion Unscary Halloween Party for young children. In 2007 we had 2 sessions to meet increasing demand.
  - 9 **Holiday Fair & Wreath Workshop:** Over 100 people attended, buying gifts, & baked goods. We had 3 sessions of our Christmas Wreath Workshop.
  - 10 **Birthday Parties:** 96 children and 69 adults attended one of 9 birthday parties in 2007.
  - 12 **Outreach Programs:** S.H.E.C. visited 2 outreach sites with educational programs in 2007.
  - 11 **Nature Hikes / Owl Prowls:** We had 1 owl prowl in 2007. 17 people joined us for this event.
- Also:**
- 12 S.H.E.C. hosted monthly meetings of a local 4H club and the Harlow House Spinners Guild.
  - 13 Soule Homestead has been producing a cable T V show to inform the public about our work.

**2008 PROGRAM PLAN**

The following programs will be offered at the Homestead during the upcoming year:

1. School and group visits
2. Workshops
3. Community gardens
4. School vacation activities for children (Feb, April, Summer)
5. Summer folk concerts
6. Earth Day / Sheep Day, 1st Weekend in May
7. Harvest Fair and Folk Music Festival, 3<sup>rd</sup> weekend in Sept.
8. Unscary Halloween Party, last Sat. in Oct.
9. Holiday Fair, 1<sup>st</sup> Sat. in Dec.
10. Birthday parties
11. Outreach programs
12. Nature Hikes

The Homestead is open free to the public for walking, picnicking and visiting the animals from 9 a.m. to 5 p.m. daily, closed Mondays and holidays. For more info call; (508) 947 6744, or visit [www.soulehomestead.org](http://www.soulehomestead.org).



## Soule Homestead Education Center

### 2008 Farm Plan

During the year 2008 land use at the Homestead will consist of the following:

1. The eastern most fields along Soule Street (approximately 10 acres) including portions of land in Plympton will continue to be used by Richard Seaman of Sheepdog Junction for raising sheep, to train Border Collies and other herding breeds. Richard will give demonstrations at Soule Homestead Education Center's Earth Day/Sheep Day and Harvest Fair events.
2. 5 Acres, across the wetlands, 1/4 mile directly north of the barn, will continue to be used by S.H.E.C. director, Frank V. Albani, Jr. of Golden Rule Farm for certified organic vegetable production. Frank has been growing for market at Soule Homestead since 1996, his work is often involved with Children's Education Programs at the farm. Frank will put up a small greenhouse in 2008.
3. Dave Purpura, of Middleboro, will be growing certified organic vegetables on two acres adjacent to Frank. Dave also has land and a CSA program on Fuller St.
4. Rick Burnet and Dave Detterman of Plympton will continue to raise 8 – 10 grass fed beef cattle on the fields to the west of the barn.
5. Soule Homestead's sheep & goats continue to use the small east field, adjacent to the house and barn, as well as the areas directly behind the barn. The Poultry Barn is directly west of the main barn. The pens connected to the poultry barn allow our poultry to have outdoor access. Kathy Heimerdinger is our primary animal caretaker volunteer.
6. All fields not in other uses are cut for hay under contract with Rick Burnet.
7. The community garden area offers approximately 15 plots to area organic gardeners for a nominal fee. We once again have a section of the community garden area set aside, as the Middleboro High School special needs pumpkin patch. We have worked with this program since the early days of Soule Homestead. In 2008 we hope to work with the high school environmental club to create production for local food pantries.
8. The compost area next to the community garden area allows us to recycle animal bedding and manure, and we encourage local residents to drop off their bagged leaves in the fall.
9. Organic Land Management practices are followed on the entire property.
10. Note: Thanks to the work of 2 Middleboro eagle scouts, Tim Green and Derek Terrio, Soule Homestead has six new handicap accessible picnic tables and a refurbished nature trail with new educational signs and plant identification markers.

The farm buildings will be used as follows:

*Main barn:* Lower level, classroom, office & storage.

*1<sup>st</sup> Floor:* Animal stalls and tool storage.

*Loft:* Hay Storage.

*16x24 Outbuilding east of barn* --sheep housing.

*20x55 Outbuilding west of barn* --poultry barn.

*16x20 Outbuilding north of barn*—equipment storage.

## Soule Homestead Education Center

### **2007 Maintenance/Capital Improvement Report**

#### **2008 Maintenance/Capital Improvement Plan**

#### **2007**

Soule Homestead's major project for 2007, the West Barn Project has been temporarily suspended. At this point the foundation is ready for framing. We have greatly enlarged the scope of our plans to include, handicapped accessible bathroom and kitchen space. The West Barn shares a common wall with the proposed bathroom / kitchen project. We feel approaching both projects as one makes more sense, both for fundraising and construction.

We have concept drawings from the architectural firm, HKT of Somerville, MA and have begun fundraising.

We presently have restricted funds totaling over \$20,000.00 for work on this project.

In the next couple months we hope to finalize plans and cost estimates.

In addition to this major project;

In 2007 we sanded and refinished the farmhouse 1<sup>st</sup> floor dining room floor.

We replaced over \$1000.00 worth of fencing along Soule St. and behind the barn.

We continue with seasonal maintenance, removing broken limbs & vines, cutting the lawn, raking leaves and plowing snow.

#### **2008**

We will continue fundraising and planning for our major facilities project. Construction timetables will depend on available funding.

We will continue repairing & painting the barn trim and windows.

We will continue repairing & maintaining the house and outbuildings.

We will continue with yard work, tree work & snow removal.

**2007**  
**Soule Homestead**  
**Volunteer Hours**

Volunteer Category	# People Involved	Total Hours Donated
	2007	2007
Animals (Kathy Heimerdinger1050)	9	1200
Board of Directors	12	600
Building Maintenance	8	60
Cable TV	3	18
Concert Set Up / Clean Up	8	168
Educational Program Assistance	10	500
Food Pantry Donations	4	8
H F Planning Committee	10	120
Harvest Fair (2 day event)	60	360
Holiday Fair	8	60
Legal	2	4
Music Committee	6	48
Nature Trail	12	200
Picnic Tables	8	150
Pumpkins & Mums	4	12
Sheep Day	8	60
Unscary Halloween Party	7	28
Workshop Teachers	12	160
Yard Work & Snow Removal	5	300
<b>TOTALS</b>	<b>196</b>	<b>4056</b>

Additional Information		
37 Adult Workshops	12 Instructors	312 Attended
4 events:		
Sheep Day		125 Attended
Harvest Fair (2 Days)		1200 Attended
Unscary Halloween		104 Attended
Holiday Fair		70 Attended
7 Summer Concerts		448 Attended
<b>Current Membership: 330</b>		



**Soule Homestead Education Center**

Board of Selectmen  
Town Hall  
20 Nickerson Ave.  
Middleboro, MA 02346

February 5, 2007

Dear Board of Selectmen,

Attached please find the Soule Homestead Education Center's annual reports for 2006 / plans for 2007. These pages will outline the work we've accomplished over the past year and what we're looking at in 2007.

I feel we have a diverse, strong, and dedicated Board of Directors. I've attached their names and addresses. I'm sure you know many of them. Our Board provides the foundation of volunteerism on which most of our activities are built.

Our children's programs and our adult workshops had a great year in 2006 and our schedule is shaping up for 2007. Our organic farming aspect is very solid. Dedicated volunteers care for our animals and the West Barn Project will resume, when the weather warms, in the spring.

In addition, our membership continues to grow, with about 290 members in good standing at this time.

We look forward to a productive year, bringing our message of environmental stewardship and organic agriculture to people of Middleboro and all of South Eastern Massachusetts.

If you can find the time I'd love to give you a tour individually or as a group. I'd be happy to schedule it or just drop in whenever you get a chance.

Thank you for your continuing support.

Sincerely,

Frank V. Albani, Jr., Director S.H.E.C.

**2006 PROGRAM SUMMARY**  
**Soule Homestead Education Center**

- 1 **School and Group Visits:** In 2006 1,713 children and 499 adults attended 67 Educational Programs or Birthday Parties at Soule Homestead Education Center. Scout, Day Care, Home School, and Public Schools groups from the towns of: Middleboro, Bourne, Bridgewater, Carver, Duxbury, East Bridgewater, Hanover, Lakeville, Marshfield, Pembroke, Plymouth, Plympton, Taunton, Wareham, , and Weymouth attended Children's Programs in 2006.
  - 2 **Workshops:** In 2006 Soule Homestead Education Center had 36 workshops with 355 people participating. Subjects such as Quilting, Basket Weaving, Candle Making, Star Gazing, Wood Carving, Organic Gardening, Chair Caning, Pottery, Landscape Painting and Rug Braiding were offered.
  - 3 **Community Gardens:** 8 people cared for Community Garden plots in 2006. Middleboro High School students again planted and cared for a 20' x 60' pumpkin patch and groups participating in children's programs worked areas of the Community Garden area as well.
  - 4 **Junior Volunteers:** 8 Children between the ages of 10 & 15 took part in 2006.
  - 5 **School Vacation Activities:** February, April, & summer vacation activities were well attended.
  - 6 **Summer Folk Concerts:** S.H.E.C. hosted 7, Saturday evening folk concerts in July and August. Averaging about 60 people each night.
  - 7 **Earth Day / Sheep Day:** Over 100 people attended this event. Among the many activities, Rich Seaman of Sheepdog Junction gave a sheep dog demonstration and shearer, Andy Rice, educated and entertained as he worked.
  - 8 **Harvest Fair / Folk Festival:** Saturday, Sept. 16, 2006 was perfect weather and Sunday Sept. 17<sup>th</sup> was hot. Over 1000 people enjoying the family fun, vendors, educational displays, hay rides and folk music.
  - 9 **Unscary Halloween Party:** About 72 people participated in our old fashion Unscary Halloween Party for young children.
  - 10 **Holiday Fair & Wreath Workshop:** Over 100 people attended, buying gifts, baked goods, and some making Christmas Wreaths.
  - 11 **Birthday Parties:** 110 children and 63 adults attended one of 11 birthday parties in 2006.
  - 12 **Outreach Programs:** S.H.E.C. visited 5 outreach sites with educational programs in 2006.
  - 12 **Nature Hikes / Owl Prowls:** We scheduled 3 owl prowls in 2006. About 53 people joined us for these popular events.
- Also:**
- 13 S.H.E.C. hosted the annual Brown Bag Lunch for the Middleboro Public Library in July.

**2007 PROGRAM PLAN**

The following programs will be offered at the Homestead during the upcoming year:

1. School and group visits
2. Workshops
3. Community gardens
4. Junior volunteers
5. School vacation activities for children (Feb, April, Summer)
6. Summer folk concerts
7. Earth Day / Sheep Day, 1st Weekend in May
8. Harvest Fair and Folk Music Festival, 3<sup>rd</sup> Weekend in Sept.
9. Unscary Halloween Party, last Sat. in Oct.
10. Holiday Fair, 1<sup>st</sup> Sat. in Dec.
11. Birthday parties
12. Outreach programs
13. Nature Hikes

The Homestead is open free to the public for walking, picnicking and visiting the animals from 9 a.m. to 5 p.m. daily, closed Mondays and holidays. For more info call; (508) 947 6744, or visit [www.soulehomestead.org](http://www.soulehomestead.org).



## Soule Homestead Education Center

### 2007 Farm Plan

During the year 2007 land use at the Homestead will consist of the following:

1. The eastern most fields along Soule Street (approximately 10 acres) including portions of land in Plympton will continue to be used by Richard Seaman of Sheepdog Junction for raising sheep, to train Border Collies and other herding breeds. Richard will give demonstrations at Soule Homestead Education Center's Earth Day/Sheep Day and Harvest Fair events.
2. 5 Acres, across the wetlands, 1/4 mile directly north of the barn, will continue to be used by S.H.E.C. director, Frank V. Albani, Jr. of Golden Rule Farm for certified organic vegetable production. Frank has been growing for market at Soule Homestead since 1996, his work is often involved with Children's Education Programs at the farm.
3. Dave Purpura, of Middleboro, will be growing certified organic vegetables on two acres adjacent to Frank. Dave also has land and a CSA program on Fuller St.
4. Rick Burnet and Dave Detterman of Plympton will continue to raise 8 – 10 grass fed beef cattle on the fields to the west of the barn.
5. Soule Homestead's sheep & goats continue to use the small east field, adjacent to the house and barn, as well as the areas directly behind the barn. The Poultry Barn is directly west of the main barn. The pens connected to the poultry barn allow our poultry to have outdoor access. Kathy Heimerdinger is our primary animal caretaker volunteer.
6. All fields not in other uses are cut for hay under contract with Rick Burnet.
7. The community garden area offers approximately 15 plots to area organic gardeners for a nominal fee. We once again have a section of the community garden area set aside, as the Middleboro High School special needs pumpkin patch. We have worked with this program since the early days of Soule Homestead.
8. The compost area next to the community garden area allows us to recycle animal bedding and manure, and we encourage local residents to drop off their bagged leaves in the fall. Compost is used on the community garden area and the back vegetable plots.
9. Organic Land Management practices are followed on the entire property.

The farm buildings will be used as follows:

*Main barn:* Lower level, classroom, office & storage.

*1<sup>st</sup> Floor:* Animal stalls and tool storage.

*Loft:* Hay Storage.

*16x24 Outbuilding east of barn* --sheep housing.

*20x55 Outbuilding west of barn* --poultry barn.

*16x20 Outbuilding north of barn*—equipment storage.

## Soule Homestead Education Center

### 2006 Maintenance/Capital Improvement Report

#### 2007 Maintenance/Capital Improvement Plan

#### 2006

On January 17<sup>th</sup>, Costello Dismantling donated 2 men, a large excavator, a concrete saw, and a 40 yd. dumpster (including disposal fees) to take down the 85' x 20' 1 story west section of the barn and enlarge openings in the foundation. The estimated value of this work is \$2000.00.

Since that time we have worked 120 hours repairing the main barn west wall, (where the demolished section had been attached) to prepare for rebuilding of the 1 story section. This work included replacing sections of sill, posts and stud wall, and most of the sheathing below the windows on this side. In addition we have done some of the masonry work necessary before framing begins.

Volunteer carpentry labor @ \$15/hr x 120 hrs. = \$1800.00

Purchased and donated 2006 materials valued @ \$ 550.00

2006 West Barn Project total value: \$4350.00

This project has been and will continue to be our primary focus for 2007.

In Addition to the West Barn Project,

We repaired and replaced several barn windows.

We have done some painting and repair work on some of the barn trim.

Next to the house, we cleaned up about 3 yards of stump grindings from the 4' diameter willow tree that was removed in 2005.

Archibald Plumbing replaced the hot water heater.

We sanded and refinished the 1<sup>st</sup> floor living room floor.

We installed carbon monoxide detectors in both apartments.

We repaired a leak in the roof where a few shingles had blown off.

We continued removing broken limbs & vines, cutting the lawn, raking leaves and plowing snow.

#### 2007

We will continue with major work on The West Barn Project and plan to start framing in May.

We will continue repairing & painting the barn trim and windows.

We will continue repairing & maintaining the house and outbuildings.

We will continue with yard work, tree work & snow removal.

## 2006 S H E C Volunteer Hours

Volunteer Category	# People Involved	Total Hours Donated
	2006	2006
Animals (Kathy Heimerdinger1050)	8	1200
Board of Directors	12	480
Building Maintenance	8	60
Christmas at Town Hall	2	6
Concerts	8	112
Educational Programs	10	500
Group Projects	24	76
Hay Work for Soule	6	48
H F Committee	10	120
Harvest Fair (2 day event)	60	360
Holiday Fair	8	60
JR. Volunteers	8	48
Legal	2	4
Marshfield Fair	4	12
Music Committee	6	48
Pumpkins & Mums	4	12
Sheep Day	8	60
Unscary Halloween Party	7	28
Yard Work & Snow Removal	5	300
Workshops	13	144
<b>TOTALS</b>	<b>213</b>	<b>3678</b>
<b>Additional Information</b>		
36 workshops	13 Instructors	355 Attended
4 events:		
Sheep Day		200 Attended
Harvest Fair (2 Days)		1200 Attended
Unscary Halloween		72 Attended
Holiday Fair		70 Attended
7 Summer Concerts		425 Attended

**2005 PROGRAM SUMMARY**  
**Soule Homestead Education Center**

- 1 **School and Group Visits:** In 2005 1,938 children and 565 adults attended 76 Educational Programs at Soule Homestead Education Center. Scout, Day Care, Home School, and Public Schools groups from the towns of: Middleboro, Abington, Bridgewater, Carver, Fall River, Hanover, Hanson, Kingston, Lakeville, North Pembroke, New Bedford, Plymouth, Plympton, Quincy, Rochester, Wareham, and West Bridgewater attended Children's Programs in 2005.
  - 2 **Workshops:** In 2005 Soule Homestead Education Center had 38 workshops with 281 people participating. Subjects such as Quilting, Basket Weaving, Candle Making, Star Gazing, Wood Carving, Organic Gardening, Chair Caning, Pottery, and Rug Braiding were offered.
  - 3 **Community Gardens:** 10 people cared for Community Garden plots in 2005. Middleboro High School students planted and cared for a 20' x 60' pumpkin patch and The Children's Programs worked areas of the Community Garden area as well.
  - 4 **Junior Volunteers:** 8 Children between the ages of 10 & 15 took part in 2005.
  - 5 **School Vacation Activities:** February, April, & summer vacation activities were well attended.
  - 6 **Summer Folk Concerts:** S.H.E.C. hosted 7, Saturday evening folk concerts in July and August. Averaging about 50 people each night.
  - 7 **Earth Day / Sheep Day:** Over 100 people attended this event. Among the many activities, Rich Seaman of Sheepdog Junction gave a sheep dog demonstration and shearer, Andy Rice, educated and entertained as he worked.
  - 8 **Harvest Fair / Folk Festival:** Saturday, Sept. 17, 2005 was less than perfect weather and Sunday Sept. 18<sup>th</sup> saw clear skies. Over 1000 people enjoying the family fun, vendors, educational displays, hay rides and music.
  - 9 **Unscary Halloween Party:** About 70 people participated in our old fashion Unscary Halloween Party for young children.
  - 10 **Holiday Concert, Fair & Wreath Workshop:** Over 100 people attended, buying gifts, making ornaments or making Christmas Wreaths.
  - 11 **Birthday Parties:** 70 children and 25 adults attended one of 6 birthday parties in 2005.
  - 12 **Outreach Programs:** S.H.E.C. visited 10 outreach sites with 16 educational programs in 2005.
  - 12 **Nature Hikes / Owl Prowls:** Although we scheduled 5 nature hikes and owl prowls in 2005 severe weather canceled 1 of them. About 60 people joined us for these popular events.
- Also:**
- 13 S.H.E.C. hosted the annual Brown Bag Lunch for the Middleboro Public Library in July.

**2006 PROGRAM PLAN**

The following programs will be offered at the Homestead during the upcoming year:

1. School and group visits
2. Workshops
3. Community gardens
4. Junior volunteers
5. School vacation activities for children (Feb, April, Summer)
6. Summer folk concerts
7. Earth Day / Sheep Day, 1st Weekend in May
8. Harvest Fair and Folk Music Festival, 3<sup>rd</sup> Weekend in Sept.
9. Unscary Halloween Party, last Sat. in Oct.
10. Holiday Fair, 1<sup>st</sup> Sat. in Dec.
11. Birthday parties
12. Outreach programs
13. Nature Hikes / Owl Prowls

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## Soule Homestead Education Center

### 2006 Farm Plan

During the year 2006 land use at the Homestead will consist of the following:

1. The eastern most fields along Soule Street (approximately 10 acres) including portions of land in Plympton will continue to be used by Richard Seaman of Sheepdog Junction for raising sheep, to train Border Collies and other herding breeds. Richard may again hold a highly regarded Regional Dog Trial this summer. At Soule Homestead Education Center's Earth Day/Sheep Day Event, the last weekend in April, he will give a demonstration.
2. 5 Acres, across the wetlands, 1/4 mile directly north of the barn, will continue to be used by S.H.E.C. director, Frank V. Albani, Jr. of Golden Rule Farm for certified organic vegetable production. Frank has been involved with the Middleboro Farmers Market for many years, and his work is often involved with Children's Education Programs at the farm.
3. Children's educators, Dave and Carolyn Llewellyn, will grow 2 acres of organic vegetables adjacent to Albani's plots using the power of draft horses. They are starting a C.S.A. vegetable subscription program at the farm.
4. Rick Burnet and Dave Determan of Plympton will continue to raise grass fed beef cattle on the fields to the west of the barn. Perimeter solar powered electric fencing and new gates were installed on two (2) fields in the spring of 2004. Using portable electric fencing, approximately eight (8) cattle will be rotationally grazed over 15 acres. Rick and Dave continue to do a tremendous amount of work clearing brush and trees to get back to the old fence lines to make the fields more productive and accessible.
5. Soule Homestead's sheep & goats continue to use the small east field adjacent to the house and barn as well as the areas directly behind the barn. Two new draft horses will use the back part of the field behind the barn. The poultry have outdoor access to pens connected to the poultry barn to the west of the main barn.
6. All fields not in other uses are cut for hay.
7. The community garden area offers approximately 15 plots to area organic gardeners for a nominal fee. We also have a section of the community garden area set aside, as the Middleboro High School special needs pumpkin patch.
8. The compost area next to the community garden area allows us to recycle animal bedding and manure, and we encourage local residents to drop off their bagged leaves in the fall.
9. Organic Land Management practices are followed on the entire property. We will be working on walking trails in 2006.

The farm buildings will be used as follows:

*Main barn:* Lower level classroom, office & storage.

*1<sup>st</sup> Floor:* Animal stalls and tool storage.

*Loft:* Hay Storage.

*16x24 Outbuilding east of barn* --sheep housing.

*20x55 Outbuilding west of barn* --poultry barn.

*16x20 Outbuilding north of barn* -horse stall.

## Soule Homestead Education Center

### **2005 Maintenance/Capital Improvement Report**

#### **2006 Maintenance/Capital Improvement Plan**

#### **2005**

We installed a new 6" thick concrete slab and replaced the exterior oil tank .

We continue cleaning the limited access basement.

We replaced the sensor on the water heater.

We have done some painting and repair work on the barn trim and smaller outbuildings.

We have taken down the 4' diameter willow tree next to the house.

We have repaired the main barn door.

We met with Jean Spaulding of the Health Dept. to review our septic plan to talk of adding another bathroom to our existing system. We pumped the septic tank.

We have running water to the poultry barn and we've a set up a 3 season hand washing station.

We rebuilt the kitchen deck.

We continue removing broken limbs, cutting the lawn, raking leaves, and plowing snow.

We finished the final preparations for demolition of the west section of the barn and scheduled demolition with Costello Dismanteling. (The west barn section was demolished and debris hauled away in January 06)

#### **2006**

We will continue with yard work, tree work & snow removal.

Electricity will be hooked up and lighting installed in the poultry barn.

We will continue with work on The West Barn Project and painting the barn trim.

We will begin to repair the gutters on the house.

## 2005 S H E C Volunteer Hours

Volunteer Category	# People Involved	Total Hours Donated
	2006	2006
Animals (Kathy 1340)	10	1840
Board of Directors	12	280
Computer Work	2	20
Concerts	8	114
Ed. Programs	5	240
Grants	2	8
Group Projects	30	200
Hay Work for Soule	6	48
H F Com.	10	120
Harvest Fair 2 day event	60	360
Holiday Fair	6	36
JR. Vol.	8	200
Maintenance		
Barn	2	100
Equipment	2	4
Oil Tank	2	8
Painting	2	20
Poultry Barn	2	24
Yard Work & Snow Removal	5	300
Marshfield Fair	4	12
Music Com.	5	100
Selectman's Adv. Com.	2	4
Sheep Day	8	40
Unscary Halloween Party	7	28
Workshops	12	132
<b>TOTALS</b>	<b>212</b>	<b>4238</b>

47 workshops  
4 events

**2004 PROGRAM SUMMARY**  
**Soule Homestead Education Center**

- 1 **Workshops:** In 2004 Soule Homestead Education Center had 42 workshops with 316 people participating. Subjects such as Quilting, Basket Weaving, Candle Making, Star Gazing, Birding, Organic Gardening, Woodcarving and Rug Braiding were offered.
  - 2 **School and Group Visits:** In 2004 1632 children and 491 adults attended 81 Educational Programs at S.H.E.C. As well as many Scout, Day Care, and Home School groups, the Public Schools of Middleboro, Carver, Plymouth, Kingston, Halifax, Hanson, Hanover, Rockland and Pembroke scheduled Childrens Programs in 2004.
  - 3 **Community Gardens:** 11 people cared for our 15 plots in 2004.
  - 4 **Junior Volunteers:** 11 Children between the ages of 10 & 15 took part in 2004.
  - 5 **School Vacation Activities:** Feb., April, & summer vacation activities were well attended.
  - 6 **Summer Folk Concerts:** S.H.E.C. hosted 7, Sat. Evening Folk Concerts in July and August. Between 20 and 50 people participated each night.
  - 7 **Earth Day / Sheep Day:** Over 100 people attended the combination of S.H.E.C.'s event and Sheepdog Junction's dog trials here at the farm.
  - 8 **Harvest Fair / Folk Festival:** Sat., Sept. 18, 2004 was a complete wash out. Sunday Sept. 19<sup>th</sup> saw clear skies and over 1000 people enjoying the fun and music.
  - 9 **Unscary Halloween Party:** About 70 people participated in our old fashion Halloween Party.
  - 10 **Holiday Fair:** Over 100 people bought gifts and made ornaments. We had 30 people attend the wreath making workshops.
  - 11 **Birthday Parties:** 64 children and 27 adults attended one of 7 birthday parties in 2004.
  - 12 **Outreach Programs:** S.H.E.C. visited 7 outreach sites with 18 educational programs in 2004.
  - 12 **Nature Hikes / Owl Prowls:** Although we scheduled 6 nature hikes and owl prowls in 2004 severe weather canceled 2 of them. About 90 people joined us for these popular events.
- Also:**
- 13 S.H.E.C. hosted a Brown Bag Lunch for the Middleboro Public Library in July and a wetland workshop for municipal conservation agents in November.

**2005 PROGRAM PLAN**

The following programs will be offered at the Homestead during the upcoming year:

1. Workshops
2. School and group visits
3. Community gardens
4. Junior volunteers
5. School vacation activities for children
6. Summer folk concerts
7. Earth Day / Sheep Day, 1st Weekend in May
8. Harvest Fair and Folk Music Festival, 3<sup>rd</sup> Weekend in Sept.
9. Unscary Halloween Party, last Sat. in Oct.
10. Holiday Fair, 1<sup>st</sup> Sat. in Dec.
11. Birthday parties
12. Outreach programs
13. Nature Hikes / Owl Prowls

The Homestead is open free to the public for walking, picnicking and visiting the animals from 9 a.m. to 5 p.m. daily, closed Mondays and holidays. For more info call; 508 947 6744, or visit [www.soulehomestead.org](http://www.soulehomestead.org).

## Soule Homestead Education Center

### 2004 Maintenance/Capital Improvement Report

### 2005 Maintenance/Capital Improvement Plan

#### 2004

The oil burner was cleaned and repaired.

We are scheduled to replace the exterior oil tank.

We continue cleaning the limited access basement including removal of 1000 lbs. of coal & clinkers, bucket by bucket.

We have done some painting and repair work on the barn trim.

We have had overhanging limbs cut back on several trees next to the house.

We have repaired or replaced bathroom faucets and toilet valves and exterior sill cocks.

We have replaced a section of septic line between the house and the tank.

The interior of the 1<sup>st</sup> floor apartment has been cleaned and painted.

We installed a phone pole with underground wiring and a floodlight for the classroom/office parking area.

We repaired the wall and driveway leading to the main barn door.

Due to various considerations, such as availability of Bristol/Plymouth Vocational Tech, scheduling of events at SHEC and weather/animal housing, the 2 Major Capital Improvement Projects for 2004 & 2005 have been juxtaposed. The Poultry Barn Project scheduled for 2005 has been substantially completed. The West Barn Project scheduled for 2004 will continue in the spring of 2005.

Early in 2005 we will have completed demolition, disposal and rebuilding of the kitchen deck (for safety reasons). This job was scheduled for 2005-2006.

#### 2005

We will continue with yard work, tree work & snow removal.

Water & electricity will be hooked up to the new poultry barn.

We will continue with work on The West Barn Project and the barn trim.

We will hook up a new oil tank and remove the old tank.

We will finish the kitchen deck.

We will pump the septic system.



## Soule Homestead Education Center

### 2005 Farm Plan

During the year 2005 land use at the Homestead will consist of the following:

1. The eastern most fields along Soule Street (approximately 10 acres) including portions of land in Plympton will continue to be used by Richard Seaman of Sheepdog Junction for raising sheep, to train Border Collies and other herding breeds. Richard holds a highly regarded Regional Dog Trial in conjunction with Soule Homestead Education Center's Earth Day/Sheep Day Event the first weekend in May.
2. 5 Acres, across the wetlands directly north of the barn, will continue to be used by Frank V. Albani, Jr. of Golden Rule Farm for certified organic vegetable production. Frank has been involved with the Middleboro Farmers Market for many years, and is often involved with Children's Education Programs at the farm.
3. Rick Burnet and Dave Detterman of Plympton will continue to raise grass fed beef cattle on the fields to the west of the barn. Perimeter Solar powered electric fencing and new gates were installed on two (2) fields in the spring of 2004. Using portable electric fencing, approximately eight (8) cattle will be rotationally grazed over 15 acres. Rick and Dave continue to do a tremendous amount of work clearing brush and trees to get back to the old fence lines to make the fields more productive and accessible.
4. Soule Homestead's sheep & goats continue to use the small east field adjacent to the house and barn as well as the areas behind the barn. The poultry have outdoor access to pens connected to the new poultry barn to the west of the main barn.
5. All fields not in other uses are cut for hay.
6. The community garden area offers approximately 15 plots to area organic gardeners for a nominal fee. We also have a section of the community garden area set aside, as the Middleboro High School special needs pumpkin patch.
7. The compost area next to the community garden area allows us to recycle animal bedding and manure, and we encourage local residents to drop off their bagged leaves in the fall.
8. Organic Land Management practices are followed on the entire property.

The farm buildings will be used as follows:

*Main barn:* Lower level classroom, office & storage.

*1<sup>st</sup> Floor:* Animal stalls and tool storage.

*Loft:* Hay Storage.

*16x24 Outbuilding east of barn* --sheep housing.

*20x55 Outbuilding west of barn* --poultry barn.

## 2004 S H E C Volunteer Hours

Category	# People Involved	Total Hours Donated
Animals	8	1050
Board of Directors	10	200
Computer Work	2	20
Concerts	6	40
Ed. Programs	4	200
Grants	1	6
Group Projects	40	240
H F Com.	10	120
Harvest Fair	60	300
Holiday Fair	6	36
JR. Vol.	8	240
Maintenance		
Barn	2	80
Deck	1	24
Driveway Repair	1	8
Gates	1	4
Painting	1	8
Poultry Barn	10	120
Sheep Houses	2	30
Yard Work	3	240
Music Com.	5	100
Selectman's Adv. Com.	2	12
Sheep Day	5	25
Tax Help	1	4
Unscary Halloween Party	7	21
Workshops	12	120
<b>TOTALS</b>	<b>189</b>	<b>3107</b>

Town of Middleborough  
and  
Soule Homestead Education Center Inc.

**LEASE**

**1. PARTIES**

The Town of Middleborough, LESSOR, which expression shall include its successors, and assigns where the context so admits, acting by and through its Board of Selectmen pursuant to Chapter 295 of the Acts of 1989, a vote under Article 35 of the 1990 Annual Town Meeting and every other power hereto enabling with advice solicited from the members of the Soule Homestead Education Center Inc. appointed by the Board of Selectmen, does hereby lease to the Soule Homestead Education Center Inc., LESSEE, which expression shall include their successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the premises described in Section 3 below:

**2. PURPOSE**

The LESSOR'S intent under this lease, as outlined in the "Summary Report/Recommended Actions" by the Natural Resources Preservation Committee to the Board of Selectmen, is that:

- a) the land be kept in town ownership as open space and available for recreational purposes as voted by the Town of Middleborough voters at Town Meeting,
- b) agricultural activities be diversified in a manner that reasonably reflects the Lessor's preference for low input, sustainable practices,
- c) the lease operations demonstrate a strong environmental and agricultural education program with opportunities for public participation, and staying in compliance with the Commonwealth of Massachusetts - Department of Food and Agriculture's - Agricultural Preservation Restriction Program.
- d) lease operations protect the historical aspects and significance of the prosperous and self-sustaining farms that characterize the Soule neighborhood,
- e) the LESSEE will enrich the cultural and social fabric of the community, by maintaining the property as a working farm,
- f) the LESSEE will provide opportunities of specific benefit to Middleborough residents of all ages and that monies made through programs will be utilized to maintain the property, to make building improvements and to operate programs consistent with the terms of the lease and that
- g) inherently, that the farm be associated with the Town of Middleborough's past, present and future as a farming community and represent the Town in a positive manner.

### 3. PREMISES

The leased premises shall be the LESSOR'S property located on and off Soule Street in Middleborough, Massachusetts and formerly known as the Guidoboni Farm and now known as the Soule Farm. The leased premises include a two-family dwelling at 46 Soule Street, outbuildings and approximately ninety acres of land. Included with the leased premises shall be the following:

- a) All real estate in the Town of Plympton.
- b) A triangular shaped parcel of land at the southeasterly part of the leased premises on Soule Street in Middleborough, Massachusetts, easterly of the Soule Street/ Brook Street intersection and bounded as follows:

Northeasterly by the Middleborough/Plympton Town Line; Southerly by the northerly line of Soule Street; and Westerly by a line running Northerly from the northerly line of Soule Street to the Middleborough/Plympton Town Line, such line being perpendicular to the northerly line of Soule Street and being 1800 feet easterly from the southwesterly corner of the leased premises measured along the northerly line of Soule Street. The triangular parcel consists of about one and one half acres of land.

### 4. TERM

The term of this lease shall be for ten (10) years commencing on July 1, 2002 and ending on June 30, 2012.

### 5. RENT

The LESSEE shall pay LESSOR rent in the form of money at the rate of three thousand five hundred dollars (\$ 3,500.00) per year during the term of the lease. The rent shall be paid in equal monthly payments of two hundred and ninety one dollars and 67/100 cents (\$ 291.67) beginning on July 1, 2002 payable on the first day of each month of the term.

### 6. OTHER COSTS

The LESSEE shall pay to the Town of Plympton the annual taxes due on the property, including all subsequent increases, described as Assessors Parcel 1B-3-19, O Prospect Street, Plympton, Massachusetts. Said taxes are described as in Lieu of Tax Payments for Municipally Owned Lands and Housing Authority Property.

The LESSEE shall provide to the LESSOR as additional rent, a CAPITAL IMPROVEMENT as set forth in Exhibit A as attached hereto, and referred to as a CAPITAL IMPROVEMENT PLAN, as described in SECTION 13 - ALTERATIONS AND ADDITIONS.

The LESSEE shall expend for CAPITAL IMPROVEMENTS as set forth in Exhibit A as a minimum for labor and materials the monetary amounts set forth in Exhibit

A for each item.

The LESSEE shall submit any prepared and proposed plans and specifications for all HEALTH AND SAFETY REPAIRS AND IMPROVEMENTS to LESSOR for review. The LESSOR shall appoint an ADVISORY BOARD described in Section 7 for review and approval of the submitted plans and specifications. LESSEE shall not commence any health and safety repairs or improvements until LESSOR has approved the same in writing. LESSEE shall be responsible to obtain all necessary permits and licenses to carry out the health and safety repairs and improvements. All health and safety repairs and improvements shall be done in a good and workmanlike manner in accordance with the plans and specifications LESSOR approved and not in violation of any law, code or regulation. LESSEE shall notify LESSOR in writing as each health and safety repair or improvement is completed, and LESSOR shall have the right upon reasonable oral notice to LESSEE to enter and inspect the premises to determine compliance with respect to each health and safety repair and improvement.

#### **7. ADVISORY BOARD**

The LESSEE agrees to participation on an ADVISORY BOARD, appointed by the LESSOR (Board of Selectmen), consisting of a Selectman, a member At Large, and a representative of the LESSEE. LESSEE participation and attendance with the ADVISORY BOARD shall be a lease requirement.

The ADVISORY BOARD shall monitor, manage the lease performance and the following:

- a. Review and approval of annual reports submitted to the Board of Selectmen by February 1 of each year
- b. Review and approve construction plans and specifications or site alternations for submittal and concurrence by the Board of Selectmen
- c. Review and provide financial information to the Board of Selectmen, if so requested

#### **8. UTILITIES**

The LESSEE shall pay, as they come due, all bills for electricity and all other utilities (whether they are used for furnishing heat or other purposes) to the leased premises and all bills for fuel furnished to a separate tank servicing the leased premises exclusively.

LESSOR shall have no obligation to provide utilities other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE'S sole obligation, provided that such installation shall be subject to the written consent of the LESSOR. LESSOR shall have no responsibility to pay for electricity, water, nor to provide, nor pay for heating or any other utilities.

## 9. USE OF LEASED PREMISES

The lease operations shall protect the historical aspects and significance of the self-sustaining farms that characterized the Soule neighborhood, and shall be diversified in the manner that reasonably reflects the LESSOR preference for low input, sustainable practices. These activities should enrich the cultural and social fabric of the community through environmental and agricultural education programs with opportunities for public participation.

The LESSEE shall use the leased premises only for the following purposes:

- a) residential occupancy of the two-family dwelling,
- b) agricultural use,
- c) educational use in relation to agricultural and environmental concerns; including use of a portion of the two-family dwelling in connection therewith with public participation in educational programs related to agriculture and the environment,
- d) activities which relate to traditional and contemporary agricultural and environmental pursuits including but not limited to hay rides, country dances, craft making, a farm produce stand/store and community gardens,
- e) The LESSEE agrees to reserve, in a manner mutually agreeable to LESSEE and LESSOR a fifteen (15') foot suitable public access around specified field perimeters for community usage during the term and extension, if any, as authorized by the LESSOR. Other possible uses of the lease area may be arranged as the result of negotiation between the LESSEE and LESSOR.

LESSOR agrees to restrict access to public areas from use by motorized vehicles except for management, maintenance, or emergency access or other mutually agreed upon usage. No hunting, trapping, discharging of firearms and/or recreational weapons will be allowed on the property. Other possible uses of the lease areas may be arranged as the result of negotiation between the LESSEE and the LESSOR.

The LESSEE shall carry out the agricultural use of the property under Paragraph 7(b) with low input, sustainable agricultural and conservation practices. The LESSEE shall be required throughout the term of the lease and any extension to carry on active agricultural use of at least fifty (50%) per cent of the leased premises, subject to natural catastrophes, acts of God, commonly accepted agricultural practices, and conditions beyond LESSEE'S control.

LESSEE at LESSEE'S expense shall maintain a previously prepared FARM CONSERVATION PLAN and shall submit the Commonwealth of Massachusetts Department of Food and Agriculture's - Agricultural Preservation Restriction Program (APR) and the LESSOR for review and written approval as required by said APR program guidelines.

LESSEE'S agricultural use of the premises shall adhere to and be consistent with the approved FARM CONSERVATION PLAN. LESSEE shall submit to LESSOR on or before February 1st of each calendar year during the term and any extension an ANNUAL PROGRAM OPERATIONS PLAN which will specify

substantially all educational and agricultural activities which LESSEE proposes to carry out during the balance of the calendar year. The LESSOR shall have the right to require LESSEE to amend or modify an ANNUAL PROGRAM OPERATIONS PLAN, but LESSOR shall give its written approval if it is consistent with the approved FARM CONSERVATION PLAN and with program activities for the leased property as outlined in prior paragraphs of this section. LESSEE shall have the ability to conduct agricultural and educational uses of the property which are not included in an ANNUAL PROGRAM OPERATIONS PLAN, provided the same is approved in writing by the LESSOR, which approval shall not be unreasonably withheld.

The LESSOR may submit the premises to an AGRICULTURAL PRESERVATION RESTRICTION or may offer the dwelling for registration in the National Historic Register. LESSEE shall not initiate any practices which may render property ineligible for either of these designations. LESSEE agrees it will co-operate so that such events may take place. LESSEE'S rights under this lease shall be subject to and subordinate to any such restriction or registration, and LESSEE shall execute and deliver any documents which may be necessary or expedient to accomplish any such restriction or registration.

#### **10. COMPLIANCE WITH LAWS**

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, unreasonably noisy or offensive, or contrary to any law or municipal by-law or ordinance in force in the Town in which the premises are situated.

LESSEE acknowledges that the educational use allowed under the lease requires approval of the Town of Middleborough Board of Appeals under the Town of Middleborough Zoning Bylaw. LESSOR also acknowledges that certain of the uses authorized may require approval from the Middleborough Board of Appeals. LESSEE at LESSEE'S expense shall obtain all such approvals which are required under the Middleborough Zoning By-law before commencing any use which requires such approval. LESSEE at LESSEE's sole expense shall obtain all licenses, permits and approvals from local, state or federal government authority which may be required to carry out any of the uses authorized under the lease.

LESSEE shall carry out all uses authorized under the lease in accordance with all applicable laws and regulations including without limitation any required approval from the Town of Middleborough Conservation Commission with respect to wetlands and water resource areas.

#### **11. FIRE INSURANCE**

LESSOR shall provide and pay for fire insurance on the premises. The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR to all extra insurance premiums caused by the LESSEE's use of the premises. LESSOR shall have no obligation to provide any fire insurance for LESSEE's benefit or protection.

## 12. MAINTENANCE

The LESSEE agrees to maintain the leased premises in reasonably good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. LESSEE shall obtain written consent of the LESSOR before erecting any sign on the premises.

The LESSEE agrees to maintain the leased premises, including but not limited to the structure of the buildings of which the leased premises are a part, in the same condition as they are or may be put in during the term of the lease, specifically but not limited to those improvements made in lieu of rent as set forth in Section 5 - RENT, reasonable wear and tear, damage by fire or other casualty only excepted.

The LESSEE'S obligation to make reasonable necessary repairs and to maintain the premises shall include without limitation repairs or replacement of water heaters, furnaces, septic system, plumbing, water supply, electrical systems and building components even though such matters may be considered to be capital expenditure or capital improvements. All exterior and interior repairs and maintenance which cost more than \$1,000.00 shall be subject to the LESSOR'S prior written approval. LESSEE shall submit plans and/or specifications for maintenance repairs to LESSOR for review when appropriate. LESSEE shall not commence any maintenance repairs costing more than \$1,000.00 until LESSOR through the ADVISORY BOARD has approved the same in writing.

LESSEE shall be responsible to obtain all necessary permits and licenses to carry out such maintenance repairs and all such repairs shall be done in good and workmanlike manner in accordance with the plans and specifications LESSOR approved and not in violation of any law, code or regulation. LESSEE shall notify LESSOR in writing as each maintenance costing more than \$1,000.00 is completed, and LESSOR shall have the right upon reasonable oral notice to LESSEE to enter and inspect the premises to determine compliance with respect to each maintenance project. LESSOR shall have no obligation to make any repairs or to provide any maintenance of the premises including any capital repairs or improvements.

An ANNUAL MAINTENANCE PLAN shall be submitted by the LESSEE to LESSOR for approval, which approval shall not be unreasonably withheld, on each annual anniversary date of the lease. All maintenance improvements should be included in this plan in order to demonstrate their need, aesthetic qualities, sensitivity to the historical character of the farmstead, relationship to one another and the basic purposes of the lease. A portion of the annual plan should be specifically related to annual land conservation measures and practices. The ANNUAL MAINTENANCE PLAN shall be subject to the approval of LESSOR, and LESSOR may require changes or amendments of the plan as a condition of approval. -

## 13. ALTERATIONS-ADDITIONS

For the purposes of this lease, all major alterations and additions to the property shall be considered to be CAPITAL IMPROVEMENTS. CAPITAL

IMPROVEMENTS are those programmatic improvements and changes made for the sole benefit of the LESSEE'S enterprise over and above the HEALTH AND SAFETY REPAIRS AND IMPROVEMENTS done in lieu of rent as specified in SECTION 5 - RENT and the CAPITAL IMPROVEMENT PLAN that is outlined in Exhibit A.

The LESSEE shall submit to the LESSOR and receive written approval for plans and specifications for all capital improvements prior to construction or reconstruction. All such allowed alterations shall be at the LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall be responsible to obtain all necessary permits and licenses to carry out the proposed changes which shall be done in a good and workmanlike manner in accordance with the plans and specifications LESSOR approved, and not in violation of any law, code or regulation. LESSEE shall notify LESSOR in writing as each project is completed, and LESSOR shall have the right upon reasonable oral notice to LESSEE to enter and inspect the premises to determine compliance with the plans. LESSOR shall have no obligation to approve any capital improvement.

LESSEE shall not permit any mechanic's liens, or similar liens to remain upon the leased premises for labor or material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy except as provided herein.

A CAPITAL IMPROVEMENTS PLAN included in Exhibit A shall be updated and submitted annually by the LESSEE to the LESSOR for approval. Said plan may be amended from time to time. All capital improvements should be included in this plan in order to demonstrate their need, relationship to one another, aesthetic qualities, sensitivity to the historical character of the farmstead and the basic purposes of the lease, and value of the proposed improvement in relation to the lease period. The Capital Improvements Plan shall specify both the temporary and permanent structures and work, and determine the severability and removability of the structure. If determined severable and removable, and so approved by the LESSOR in approval of the Capital Improvement Plan, said severable and removable Capital Improvements shall remain the property of the LESSEE and shall be removed from the premises at the expiration or termination of this lease. LESSEE retains and reserves the option to sell and convey said severable and removable improvements to LESSOR at fair market value, in lieu of removal. LESSOR shall have no obligation to purchase said severable and removable improvements. All Capital Improvements, unless specifically approved by the LESSOR as severable and removable, shall become the property of the LESSOR at the expiration or termination of this lease. If LESSEE fails to remove said severable and removable improvements within ninety (90) days after termination of this lease, such improvements shall become the property of the LESSOR without payment to the LESSEE.

#### 14. ASSIGNMENT - SUBLEASING

A. The LESSEE may not assign or sublet the two-family residential dwelling and any structure or building on the premises without LESSOR'S prior written consent.

B. The LESSEE and The Soule Homestead Education Center, Inc. may assign or sublet the usable agricultural property without LESSOR'S consent, provided such assignment or sublease is consistent with the use of the property as set forth in Section 7 and the Farm Conservation Plan, and other plans approved by the LESSOR as set forth therein.

No sub-lease shall extend beyond the term of this lease and shall not be further assigned. LESSEE agrees to furnish copies of all sub—leases and assignments hereunder to the LESSOR within 60 days from execution of the same. The LESSOR acknowledges LESSEE'S intent to assign this lease to The Soule Homestead Education Center, Inc., organized for purposes which include the agricultural or educational uses permitted under the lease. No further assignments shall be made without the written permission of the LESSOR. Said Corporation shall have the obligation to comply with all the terms of this Lease required of the LESSEE, notwithstanding any sub-lease.

#### **15. LESSOR'S ACCESS**

The LESSOR or duly appointed agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do, at LESSOR'S sole cost and expense, and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

#### **16. INDEMNIFICATION AND LIABILITY**

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in removing snow and ice from roofs of buildings upon the premises so leased, or by any nuisance made or suffered on the leased premises. Removal of snow four (4) inches deep or deeper from the driveway shall be the Lessor's responsibility.

#### **17. LESSEE'S LIABILITY INSURANCE**

LESSEE shall, except as set forth, provide and maintain during the term and extended term with respect to the leased premises a policy of general comprehensive public personal injury liability insurance in limits of \$300,000/\$1,000,000 with property damage liability insurance in limits of \$100,000 in responsible companies qualified to do business in Massachusetts insuring the LESSEE and LESSOR against injury to persons and property damage. The LESSEE shall deposit with LESSOR certificates for each insurance at the time hereafter specified. All policies shall provide that they may not be cancelled without at least ten days prior written notice to the LESSOR.

LESSEE shall purchase and maintain a Workmen's Compensation policy to be effective during any work done on the property. All individuals working for hire will provide Certificates of Insurance for Automobile Liability, General Liability and

Worker's Compensation Insurance protection. LESSEE shall be obligated to obtain and provide LESSOR documentation of such certificates.

The LESSEE shall have in force public liability insurance in an amount deemed sufficient by the LESSOR. Limits of coverage are to be reviewed annually by the LESSOR and modification may be required of the LESSEE. Required changes are to be included as a condition in the LESSOR'S approval of the ANNUAL PROGRAM OPERATION PLAN.

## 18. FIRE, CASUALTY - EMINENT DOMAIN

A. Should a substantial portion of the leased premises be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease upon written notice to LESSEE within thirty (30) days following such fire, casualty or taking.

B. Upon receipt of said 30 days written notice from LESSOR, the LESSEE shall have the option to restore the premises within six (6) months of fire or other casualty at LESSEE'S sole expense. LESSEE may exercise this option by notifying LESSOR in writing within thirty (30) days of such notice. The LESSEE shall not make structural repairs or restoration without written approval by the LESSOR. All such repairs or restoration shall be in quality at least to the present construction. LESSEE shall submit detailed plans and specifications for all repairs and restoration; no repairs or restoration shall be carried out except for those which LESSOR approves in writing, which approval shall not be unreasonably withheld.

C. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- 1) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises; or
- 2) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire or taking.

D. The LESSOR reserves and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property, equipment, or capital improvements, as set forth as severable and removable in approved Capital Improvements Plan.

## 19. DEFAULT AND BANKRUPTCY

In the event that:

- a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days -after written notice thereof; or
- b) The LESSEE shall default in the observance of performance of any

other of the LESSEE'S covenants, agreements, or obligations hereunder, including without limitation the CAPITAL IMPROVEMENT PLAN, and such default shall not be corrected within thirty (30) days after written notice thereof; or

- c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues to reenter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants of LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, shall be paid to the LESSOR by the LESSEE as additional rent.

## 20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the leased premises, to the occupancy thereof or otherwise to the lease shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any such notice from the LESSEE to the LESSOR shall be deemed duly served if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at:

BOARD OF SELECTMEN  
Town Hall  
Middleborough, MA. 02346.

All rent shall be paid and sent to the LESSOR at the above address. All notices from the LESSEE to LESSOR shall be mailed to the Board of Selectmen at the address stated in the prior sentence.

## 21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE'S goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all key, locks

thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or casualty only excepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSOR'S control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

## 22. OTHER PROVISIONS

LESSOR agrees to indemnify and hold harmless the LESSEE for all tangible personal property left on the premises at the date of commencement of the lease. LESSEE may retain such property or dispose of the same. LESSOR shall waive any landfill fees for disposal of such personal property.

It is also understood and agreed that the provisions of the attached Exhibits are part of this lease.

All CAPITAL IMPROVEMENT PLAN improvements, all maintenance and repairs, and all repairs and restoration after a fire or other casualty shall be the property of the LESSOR at the termination of the lease. All capital improvements except those determined to be severable and removable in the approved Capital Improvement Plan shall also become the property of the LESSOR without further conveyance.

The LESSEE agrees to continue the following as mentioned within this lease or hereto:

- a. continued maintenance of the existing agricultural preservation restriction status of the farm
- b. regular maintenance of the public access walkways
- c. continue to provide low cost and free programs to Middleborough residents and allow public access during regular hours of operations
- d. that the Town of Middleborough may indemnify appointed or public officials to appropriate lease components
- e. that additional buildings - rehabilitated or constructed and on site alterations be in keeping with present farmstead character and be subject to the approval by the ADVISORY BOARD and LESSOR
- f. that any improvements on the APR portion of the farm be subject to approval by the Commonwealth of Massachusetts - DFA's APR Program, the Advisory Board and LESSOR
- g. that the LESSOR shall file this lease upon execution, with the Commonwealth of Massachusetts Plymouth County Registry of Deeds

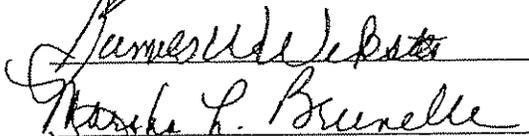
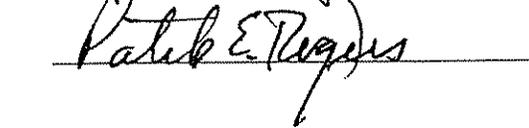
Any provision of this lease, or any plan provided for herein, may be amended

by written agreement of the parties.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals  
this 12<sup>th</sup> day of May 2002. 3

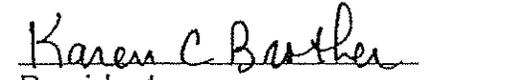
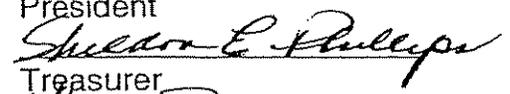
TOWN OF MIDDLEBOROUGH,  
LESSOR by:

Board of Selectmen

  
James W. Webster  
  
Marsha L. Brunelle  
  
John L. G.  
  
Robert E. Rogers

LESSEE by,

Soule Homestead Education  
Center Inc.

  
Karen C. Baxter  
President  
  
Sheldon E. Phillips  
Treasurer  
  
Lynn Dusek  
Executive Director

## EXHIBIT A - CAPITAL IMPROVEMENT PLAN

Date and Project Description	Estimated Value
<b>July 2002 - June 2003</b>	
Repair and clean house gutters	\$ 2,800
Construct handicap bathrooms with composting toilets	16,000
Remove old stove from downstairs kitchen and install new stove	500
Pump septic system	250
Drywall, finish, prime, paint walls, patch ceiling, paint, box in pipes-hall between house and woodshed	1,150
Remove oil tank and install new tank	1,100
Lime fields	550
<b>Total</b>	<b>\$ 22,350</b>
 <b>July 2003 to July 2004</b>	
Repair and replace sills on barn windows	1,000
Shingle gable end of main barn	2,815
Reroof west addition of barn with rubber roofing	7,150
Reglaze windows, replace broken panes, paint trim	3,000
Reshingle gable end of lower barn, rebuild windows/trim	2,240
<b>Total</b>	<b>\$ 16,205</b>
 <b>July 2004 to July 2005</b>	
Repaint exterior house and barn	\$12,000
Clean and oil gutters	250
Repair gutters on barn	5,900
Pump septic system	250
<b>Total</b>	<b>\$18,400</b>
 <b>July 2005 to July 2007</b>	
Dismantle and reconstruct chicken coop as solar greenhouse with attached chicken coop,	\$ 65,000
<b>Total</b>	<b>\$65,000</b>

**July 2007 to July 2008**

Replace carpeting in education building	\$ 1,100
Begin construction of garage	9,500
Clean and oil gutters	250
Pump septic system	250
Repair ceilings front hallway of house and repaint	1,240
<b>Total</b>	<b>\$ 12,240</b>

**July 2008 to July 2009**

Complete cOnstruction of garage	\$ 9,500
Repair plaster on ceilings and walls in house	1,200
<b>Total</b>	<b>\$ 10,700</b>

**July 2009 to July 2010**

Resurface driveway	
Clean and oil gutters	\$ 250
Repaint trim on buildings	475
Strip wallpaper, repair plaster, prime or size walls, begin repainting or papering interior walls of house as needed	2,500
Pump septic system	250
<b>Total</b>	<b>to be determined</b>

**July 2010 to July 2011**

Replace pellet stove in meeting room	\$ 2,000
Complete repainting interior walls of house	2,500
Replace linoleum on kitchen floors	1,400
Refinish cabinets in kitchens, remove dishwasher and replace with cabinet	2,660
<b>Total</b>	<b>\$ 8,560</b>

**July 2011 to July 2012**

Refinish floors in house as needed	\$ 250
Replace water heater, if needed	\$ 250
Pump septic system	
Clean and oil gutters	
<b>Total</b>	<b>to be determined</b>

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**Outback**  
**E**ngineering  
Incorporated

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165 East Grove Street  
Middleboro, MA 02346

Tel # 508-946-9231 Fax # 508-947-8873  
Civil Engineers + Land Surveyors + Wetland Scientists

September 3, 2008

Adam Bond, Chairperson  
Board of Selectmen  
Town of Middleboro  
10 Nickerson Avenue  
Middleborough, MA 02346

*Re: Gravel Removal Permit Hearing continuance at 352 Wareham Street*

Dear Mr. Bond and Board Members,

On behalf of AGS Development Corp., we are requesting a continuance of the earth removal permit hearing scheduled for September 8, 2008. It has been brought to our attention that the WRPD Special Permit for the Site Plan at 352 Wareham Street has expired as it was approved over 2 years ago in June of 2006. We would like to continue the gravel removal permit for 60 days in order to reapply for the WRPD Special Permit required for the proposed Site Plan. We look forward to meeting with the Board to discuss this project at a future date. If we are required to attend the hearing on September 8 in order to continue the hearing, please notify us. If you have any questions or comments in the meantime, feel free to contact me at (508) 946-9231 ext. 207.

Sincerely,



Jason Youngquist, P.E.

CRANBERRY CAPITAL  
OF THE WORLD



Phone: 508-946-2405

Fax: 508-946-0058

## Town of Middleborough

Massachusetts

### BOARD OF SELECTMEN

Marsha L. Brunelle

Adam M. Bond

Patrick E. Rogers

Wayne C. Perkins

Steven P. Spataro

(Town Seal)

A hearing will be held in the Selectmen's Meeting Room at the Town Hall, 10 Nickerson Avenue, Middleborough, MA on Monday, September 8, 2008 at 7:05 PM, for the purpose of discussing an application filed by Outback Engineering, Inc. on behalf of AGS Development, Corp. for an Earth Removal Permit for property located at 352 Wareham Street, Assessors Map 072, Lot 4657 and Ashley Lane, Middleborough, MA, Map 072, Lot 5421. The reason for this request is for earth removal as part of the approved site plan dated 3/27/06 and revised on 11/22/06. Anyone desiring to be heard on this matter should appear at the time and place designated.

Adam M. Bond, Chairman

Patrick Rogers

Steven P. Spataro

Muriel Duphily

Marsha L. Brunelle

BOARD OF SELECTMEN

Publish: August 21, 2008