

HEARINGS, MEETINGS, LICENSES
2-22-10

CRANBERRY CAPITAL
OF THE WORLD



Phone: 508-946-2405

Fax: 508-946-0058

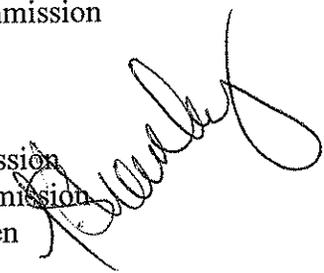
Town of Middleborough
Massachusetts

BOARD OF SELECTMEN

Patrick E. Rogers
Muriel C. Duphily
Marsha L. Brunelle
Alfred P. Rullo, Jr.
Stephen J. McKinnon

MEMORANDUM

TO: Assessor's Office
Conservation Commission
Planning Board
Park Department
Zoning Board
Historical Commission
Agricultural Commission
FROM: Board of Selectmen
DATE: January 14, 2010
RE: Town's Option to Buy Chapter Land

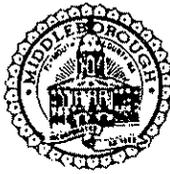


The Board of Selectmen has received notice that George Nielsen of Plymouth and Helen M. Belmont of Middleborough have signed a Purchase & Sale Agreement for the property located at 11 Precinct Street, Assessors Map 023, Lot 1. This property contains 217,805 square feet of land, according to the deed, or in the alternative, 5.0 acres of 61 land.

Please submit written comments regarding this property to the Board by Friday, February 12, 2010.

Thank you.

Attachments



Town of Middleborough
Massachusetts

PLANNING DIRECTOR
Ruth McCawley Geoffroy

Planning Board

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

January 26, 2010

Board of Selectmen
Town Hall
10 Nickerson Ave
Middleborough, MA 02346

Re: Niels Nielsen, c/o George Nielsen, Chapter 61 Notice, Precinct
Street, Lot 1, a portion of Assessors Map 23, Lot 5769

Honorable Board:

The Planning Board voted at their meeting of January 26, 2010, to recommend that the Town not exercise the Chapter 61 Forestry Tax Program Option for the above referenced Niels Nielsen property, Lot 1, being a portion of Assessors Map 23, Lot 5769, located on Precinct Street. The 61 Notice was sent to the Town Boards dated December 28, 2009.

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

Sincerely,

Michael J. Labonte, Chairman
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

February 11, 2010

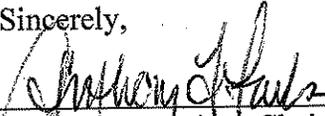
Board of Selectmen
10 Nickerson Avenue
Middleboro, MA 02346

Honorable Members,

We are responding in regard to the memo that was sent to us concerning the removal of a parcel of land located on Assessors Map 032 Lot 226 (f/k/a 023-5769) from Chapter 61 which is owned by George Nielsen and Helen Belmont. For reference, your letter referred to this lot as Map 023 Lot 1.

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

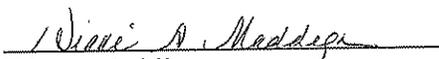
Sincerely,



Anthony F. Freitas, Chairman



Paula Burdick



Diane Maddigan

Middleborough Board of Assessors

AF/be



KELLEY LAW GROUP, P.C.

Four Court Street, Plymouth, MA 02360
Tel: (508) 747-8854 ◊ Fax: (508) 747-8857

RECEIVED

JAN 04 2010

BOARD OF SELECTMEN
MIDDLEBOROUGH, MA

December 28, 2009

Town of Middleborough
Board of Selectmen c/o Town Clerk
Savings Bank Building 20 Center Street
Middleborough, MA 02346-2250

Via Certified Mail No.: 7004 0550 0000 4663 9740

NOTICE PURSUANT TO M.G.L. CHAPTER 61, SECTION 8

Dear Board Members:

Please be advised that I represent: Mr. George Nielsen of Plymouth, Massachusetts, whose mailing address is 310 Sandwich Street, Plymouth, Massachusetts and whose telephone number is (781) 831-0185; and Mrs. Helen M. Belmont of Middleborough, Massachusetts, whose mailing address is 225 Tispaquin Street, Middleborough, Massachusetts and whose telephone number is (508) 946-9865, (hereinafter "Clients"). In this regard, I have been authorized by my Clients to notify the Town of Middleborough, Massachusetts, via the Board of Selectmen in care of the Town Clerk, that they accidentally neglected to give notice of their intent to sell a certain part of their land which is valued, assessed and taxed on the basis of its forest use, for residential use.

The subject real estate is commonly known and identified as 110 Precinct Street in Middleborough, Massachusetts, Town of Middleborough Assessors' Map 23, Lot 1, and is believed to contain 217,805 square feet of land, according to the deed or in the alternative, 5.0 acres, according to the Town of Assessors. The official Town of Middleborough Assessors' Map is incorporated by reference herein. A copy of a part of Assessors' Map is included herewith.

In an attempt to correct this oversight and provide the buyer with clear title to the subject real estate, should the Town of Middleborough elect not to exercise it's right of first refusal; this correspondence is to now serve as the required notice of my Clients' intent to sell the above-captioned land for residential use pursuant to Massachusetts General Law Chapter 61 section 8.

The statute provides that the Town of Middleborough has one hundred twenty (120) days subsequent to this notification a first refusal option to meet a bona fide offer to purchase said land.

Forwarded herewith is a certified copy of the executed Purchase and Sale Agreement, dated May 27, 2009 between George Nielsen, Helen Belmont and Fadi Heneine, together with the "ADDENDUM" dated May 27, 2009, which are incorporated by reference herein.

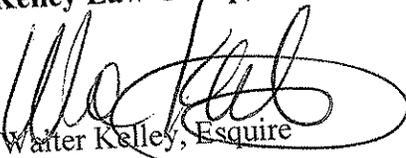
Notwithstanding the fact that the Town of Middleborough has by statute a one hundred twenty (120) day first refusal option and after a public hearing may assign said option to a nonprofit conservation organization or the commonwealth or any of its political subdivisions under such terms and conditions as the board of selectmen consider appropriate, provided any such assignment is for the purpose of maintaining no less than 70 per cent of the land in use as forest land as defined in section 1 of Massachusetts General Law chapter 61, or other agricultural, horticultural, or recreational use as defined in Massachusetts General Law chapters 61A and 61B respectively, it is respectfully requested that Board of Selectmen consider and act upon this matter as soon as practicable in order to allow my Clients to complete the sale.

In accordance with provisions of the statute, a duplicate original of this notice has been sent to the Town Clerk, Select Board, Board of Assessors, Planning Board, Conservation Commission and State Forester addressed to the Commissioner of the Department of Conservation and Recreation, via certified mail.

It is requested that all notices concerning this matter be sent to my Clients and their attorney, Walter Kelley, Esquire, 4 Court Street Plymouth, MA 02360.

Please do not hesitate to contact me directly if you have any questions or concerns regarding this matter.

Very truly yours,
Kelley Law Group, P.C.


Walter Kelley, Esquire

WK/hjr
Enclosures
Cc:

Middleborough Board of Assessors - 7004 0550 0000 4663 9757
10 Nickerson Avenue
Middleboro, MA 02346-2287

Planning Board - 7004 0550 0000 4663 9764
20 Centre Street
Middleboro, MA 02346-2287

Conservation Commission - 7004 0550 0000 4663 9771
20 Centre Street
Middleboro, MA 02346-2287

State Forester c/o Rick Sullivan, Commissioner - 7004 0550 0000 4663 9689
Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston, MA 02114-2104

George Nielsen
310 Sandwich Street
Plymouth, MA 02360

Helen M. Belmont
225 Tispaquin Street
Middleborough, MA 02346

STANDARD FORM LAND PURCHASE & SALE AGREEMENT

From the Office of: Cedrone and MacDonald RE 12 Wareham St, Ste C2 Middleboro MA 02346

1. PARTIES AND MAILING ADDRESSES (fill in)

This 27th day of May, 2009 Helen M. Belomont and George Nielsen 310 Sandwich Street Plymouth MA 02360 hereinafter called the SELLER, agrees to SELL and Fadi Heneine 12 Cheryl's Way Fall River MA 02720 hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION (fill in and include title reference)

110 Precinct Street Middleboro MA 02346

A portion of 110 Precinct Street which will be divided for sale from a plan dated February 15, 2008, and attached hereto. Said portion is described as Lot #1 consisting of +/- 217,805 SF.

3. TITLE DEED (fill in)

Insert proposed use of property in (d) include in (e) by specific reference any restrictions, easements, leases, municipal and other liens and other encumbrances.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven 7 days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- a. Provisions of existing building and zoning laws; b. Such taxes for the then current year as are not due and payable on the date of the delivery of such deed; c. Any liens for municipal betterments assessed after the date of this agreement; d. Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for const of SF home purposes; e.

4. PLANS

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

5. REGISTERED TITLE

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

6. PURCHASE PRICE

The agreed purchase price for said premises is \$ 94,000.00 Ninety-Four Thousand dollars, of which \$ 3,900.00 have been paid as a deposit this day and \$ 100.00 have been paid as a deposit with the offer \$ 90,000.00 are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, check(s).

\$ 94,000.00 TOTAL



7. TIME FOR PERFORMANCE DELIVERY OF DEED

Such deed is to be delivered at 12 o'clock P. M. on the 31st day of July 20 09 at the Plymouth County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

8. POSSESSION & CONDITION OF PREMISES (attach a list of exceptions, if any)

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then in compliance with the provisions of any instrument referred to in clause 3 hereof.

9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (change period of time if desired)

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded, and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of 30 thirty days.

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

If at the expiration of the extended time the SELLER shall have failed to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title.

12. ACCEPTANCE OF DEED

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

13. USE OF MONEY TO CLEAR TITLE

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

14. ADJUSTMENTS

Taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

[Handwritten signature]

[Handwritten initials]

15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

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

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

A Broker's fee for professional services of 3760.00 is due from the SELLER to Cedrone and MacDonald Real Estate LLC d/b/a(Brokerage) Cedrone and MacDonald Real Estate and Assist 2 Sell Medeiros Real Estate the Broker(s) herein, but if the SELLER pursuant to the terms of clause 19 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the lesser.

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

The Broker(s) named herein C&MRE and Asst 2 Sell Medeiros RE warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.

18. DEPOSIT
(fill in name)

All deposits made hereunder shall be held in escrow by Cedrone and MacDonald RE as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time of performance of the agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER.

19. BUYER'S DEFAULT DAMAGES

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

20. RELEASE BY HUSBAND OR WIFE

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

21. BROKER AS PARTY

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

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

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

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

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

24. MORTGAGE CONTINGENCY CLAUSE

(omit if not provided for in Offer to Purchase)

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$_____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____, 20____, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____ 20____

Cash sale.

25. CONSTRUCTION OF AGREEMENT

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

26. ADDITIONAL PROVISIONS

The initialed rider, if any, attached hereto, are incorporated herein by reference. Subject to Buyer obtaining 3 bedroom building permit from Town of Middleboro; subject to Seller obtaining both lot approval, and septic repair approval from the Town of Middleboro.

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

SELLER: Helen M. Belmont

Print Name: Helen M. Belmont

Taxpayer ID/Social Security No. _____

SELLER (or Spouse): Gary No-1-son

Print Name: Gary No-1-son

Taxpayer ID/Social Security No. _____

BUYER: [Signature]

Print Name: FANSI HEWEINE

Taxpayer ID/Social Security No. 031-66-1304

BUYER: _____

Print Name: _____

Taxpayer ID/Social Security No. _____

BROKER(S)

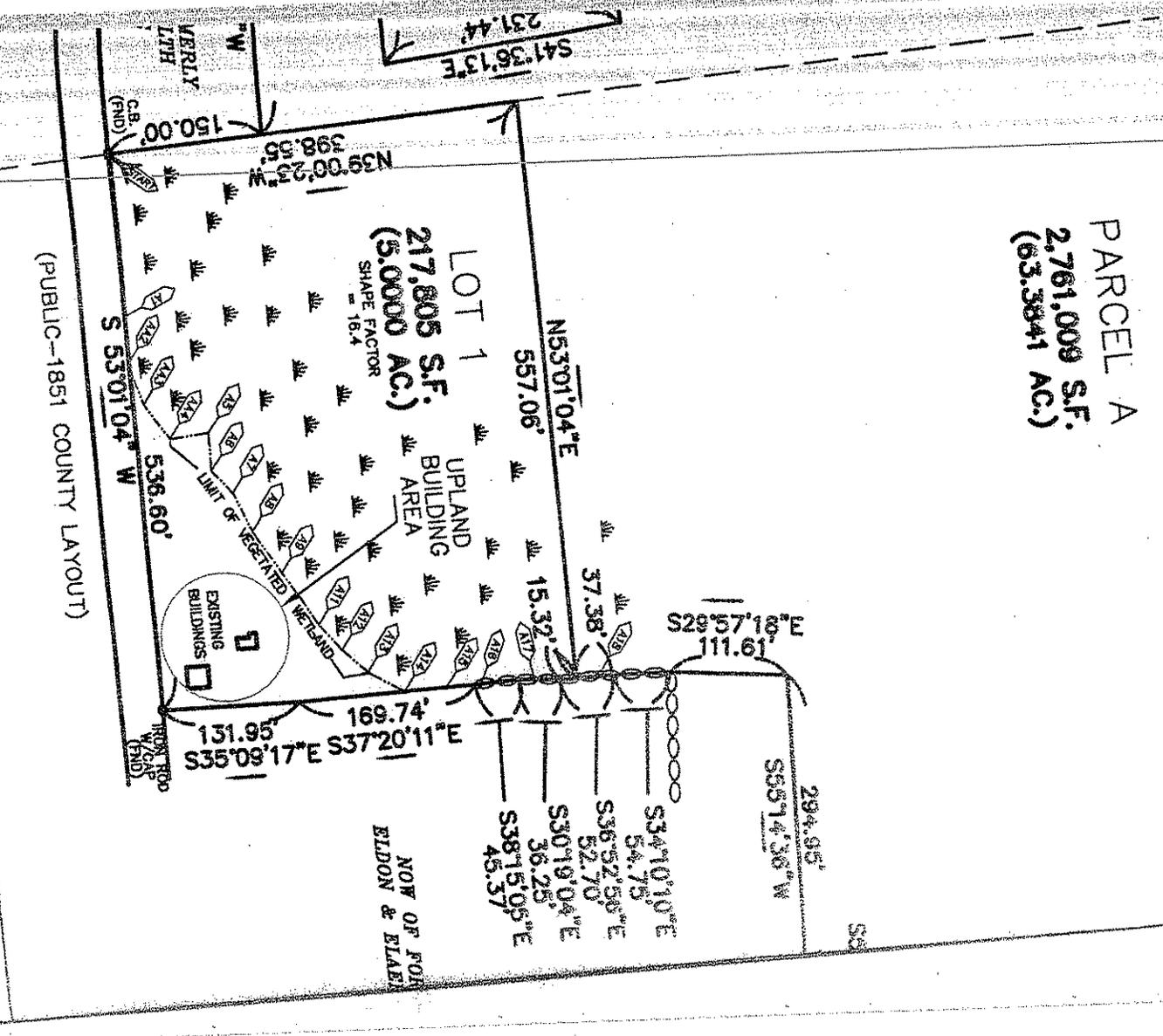


GN
AMB

PARCEL A
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(63.3841 AC.)

(PUBLIC-1851 COUNTY LAYOUT)

01:22 AM



AMB
G.W.

Cedrone and MacDonald Real Estate
12 Wareham Street, Suite C-2
Middleboro, MA 02346

Tel: 508-947-2295 Fax: 508-947-2296

ADDENDUM TO PURCHASE AND SALES AGREEMENT

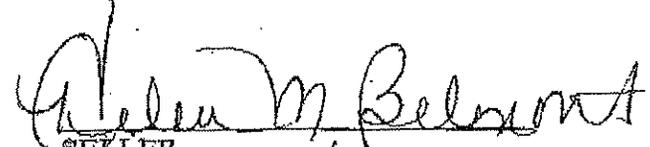
DATED: Wednesday, May 27, 2009
PROPERTY: 110 Precinct Street, Lot #1, Middleboro MA 02346
SELLERS: Helen M. Belmont and George Nielsen
BUYERS: Fadi Heneine

This addendum serves as notice that the SELLER and BUYER have agreed to the following revisions to a Purchase and Sales Agreement dated May 27, 2009:

- * Buyer will close on said property within two weeks of obtaining 3 bedroom building permit from the Town of Middleboro.



SELLER



SELLER



BUYER

BUYER

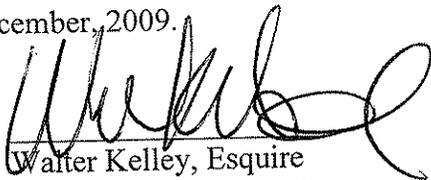


**AFFIDAVIT OF WALTER KELLEY, ESQUIRE PURSUANT TO M.G.L.
CHAPTER 61, SECTION 8**

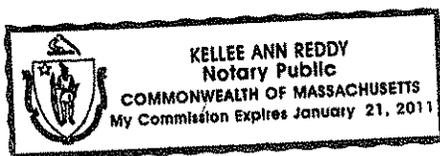
I, WALTER KELLEY, duly sworn to hereby depose and say that:

1. On the 29th day of December, 2009, I mailed a copy of the attached NOTICE PURSUANT TO M.G.L. CHAPTER 61, SECTION 8 to the Middleborough Board of Assessors at 10 Nickerson Avenue, Middleboro, MA 02346-2287 via certified mail - 7004 0550 0000 4663 9757.
2. On the 29th day of December, 2009, I mailed a copy of the attached NOTICE PURSUANT TO M.G.L. CHAPTER 61, SECTION 8 to the Middleborough Planning Board at 20 Centre Street, Middleboro, MA 02346-2287 via certified mail - 7004 0550 0000 4663 9764.
3. On the 29th day of December, 2009, I mailed a copy of the attached NOTICE PURSUANT TO M.G.L. CHAPTER 61, SECTION 8 to the Middleborough Conservation Commission at 10 Nickerson Avenue, Middleboro, MA 02346-2287 via certified mail - 7004 0550 0000 4663 9771.
4. On the 29th day of December, 2009, I mailed a copy of the attached NOTICE PURSUANT TO M.G.L. CHAPTER 61, SECTION 8 to the State Forester c/o Rick Sullivan, Commissioner at Department of Conservation and Recreation, 251 Causeway Street, Suite 600, Boston, MA 02114-2104 via certified mail - 7004 0550 0000 4663 9689.

Subscribed to and signed under the pains and penalties of perjury this 29th day of December, 2009.



Walter Kelley, Esquire
Kelley Law Group, P.C.
4 Court Street
Plymouth, MA 02360



Kellee Ann Reddy
1/21/2011

**TOWN OF MIDDLEBOROUGH
HEALTH DEPARTMENT**

Jeanne Spalding, RS, CHO
Health Officer
Hours: 9am-5pm

PH: 508-946-2408
FX: 508-946-2321

MEMO

TO: The Middleborough Selectmen/Board of Health

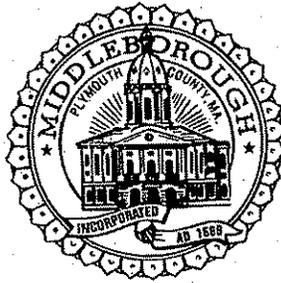
FROM: Catherine Hassett

DATE: February 18, 2010

RE: 31 Atwood Avenue, Plan revisions

On February 18 the Middleborough Health Department received revised septic system plans for 31 Atwood Avenue. The revision on these plans show the septic tank relocated which allows the leaching area to be moved farther away from the well located at 35 Atwood Avenue. The well at 35 Atwood Avenue is now 101' away from the septic leaching area. There remains two wells that do not meet the 100' separation, the onsite well and 12 Woods Lake Terrace. No well test reports have been received by the Health Dept. to date. There is no reference on this plan to a licensed survey plan, and what appears to be lot lines are only referred to as chain link fence so the Health Dept. will ask the engineer for clarification and/or certification relative to property lines.

This revision does not however, address the issue regarding the number of bedrooms. The Health Department still maintains that going to a 2 bedroom system moves the septic closer to these two wells than a one bedroom system. An increase to a two bedroom system would make this system more non-conforming above and beyond going from seasonal to year round as has been done in this neighborhood. This dwelling is a one bedroom unit and this revised plan still represents the dwelling as a two bedroom unit. It has been past practice for this Board not to allow an increase in flows when there are variances that have the potential to impact wells. The Health Department continues to request a deed restriction and a septic plan for a one bedroom dwelling.



TOWN OF MIDDLEBOROUGH HEALTH DEPARTMENT

Jeanne Spalding, RS, CHO
Health Officer
Hours: 9am-5pm

PH: 508-946-2408
FX: 508-946-2321

MEMO

TO: The Middleborough Selectmen/Board of Health

FROM: Catherine Hassett

DATE: January 28, 2010

RE: 31 Atwood Avenue

For clarification to the Board of Health, 31 Atwood Avenue is a recent sale without the required Title 5 inspection, that should have been performed on the existing septic system and which would have included the required well testing.

This property is currently not a primary residence but is being used as a rental unit.

Regarding the issue of the second bedroom, the assessor's department confirmed that when this property was inspected in December a woman present at this inspection stated that the unheated porch was going to be converted into a bedroom. If the owner of this property did try to convert this room into a bedroom it would require a building permit which would have to be signed off by the Health Department and would require a Title 5 inspection.

In addition, in similar past hearings for properties, the Board of Health held to the existing bedroom status. Changing this view now would set a precedent and possibly open up issues for future litigation.

It does appear that an abutter to 31 Atwood Avenue was present at the January 25 meeting and may have questions and/or comments regarding the requested variances. Their presence at the next meeting is expected.



TOWN OF MIDDLEBOROUGH HEALTH DEPARTMENT

Jeanne Spalding, RS, CHO
Health Officer
Hours: 9am-5pm

PH: 508-946-2408
FX: 508-946-2321

MEMO

TO: The Middleborough Selectmen/Board of Health

FROM: Catherine Hassett

DATE: January 22, 2010

RE: 31 Atwood Avenue

31 Atwood Ave. is located in the Woods Pond area of Middleboro. This area was originally a summer/seasonal community and many of the lots have very limited area. This property does not have a large lot and the setback to abutter's wells and the proposed septic systems is problematic. This proposed septic plan contains variance requests to ten wells which includes the well that services this property. In addition to the well setbacks variances, additional variances would be needed for the setbacks to various septic system components, the lot line, and to certain structures on this property.

The proposed septic plan lists this property as a 2 bedroom home and the design flow reflects this, however, the Assessor's Department conducted a walk through inspection in December of 2009 which revealed that the second bedroom was actually a three season porch that did not have any heat. The Health Department would not consider this porch a bedroom and as such would be considered an increase of flows which is not allowed under Title 5 due to the numerous variances.

Recommended actions on variance requests for 31 Atwood Ave:

Require deed restriction for 1 bedroom home.

Reduce size of leaching to a 1 bedroom septic system.

Request well sampling and testing of all affected abutters to be collected and tested by a certified laboratory.



Assessor's Office

10 Nickerson Avenue
Middleborough, Massachusetts 02346

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

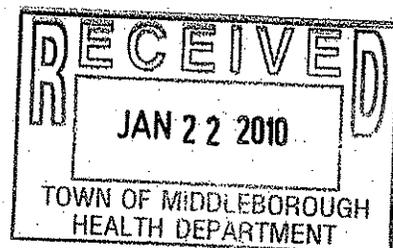
1/22/2010

To Whom It May Concern:

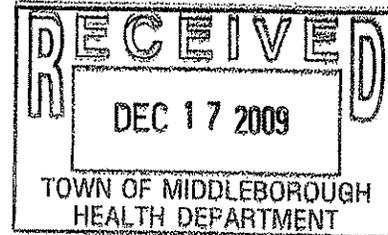
On December 8th 2009 I did an abatement inspection on 31 Atwood Ave. At the time of my visit the home was a one bedroom home with an attached framed enclosed porch.

Sincerely,

Lori Rutherford
Junior Clerk for the Middleboro Board of Assessors



Kevin Walker
116 Arch Street
Middleborough, MA 02346



December 16, 2009

Middleborough Board of Health
Middleborough Town Offices
20 Centre Street
Middleborough, MA 02346

RE: Atwood Avenue Local Upgrade and Variance Requests, 31 Atwood Avenue

Dear Members of the Board:

Please find attached 6 copies of a septic system repair plan for the above referenced site. The site is currently serviced by an individual well and a failed cesspool system. The proposal calls for a new septic system to be installed in accordance with Title V and town regulations with the exception of setbacks to private wells. The setbacks requested are noted on the plan and meet the requirements of Title V for a repair system under the local upgrade approval process.

All wells will be over 50' from the leaching area. As the percolation rate is less than 2 minutes per inch, local variance requests are necessary for any well located within 200' of the proposed leaching area. These are also noted on the plans specifically with the address of the adjacent well and the setback proposed.

It is my professional opinion that the new septic system will treat effluent in a far better manner than the cesspool system currently installed at the site. In addition, since groundwater was not encountered and is likely located 20' or more below the ground surface, no adverse effects are expected. The proposed system is superior to the existing cesspools in treatment of effluent and as such, we respectfully request the Board's approval of the project.

LOCAL UPGRADE APPROVAL REQUESTS

NOTE: ALL WELLS WITHIN 200' OF THE PROPOSED LEACHING AREA ARE TOO FAR AWAY TO BE SHOWN. PLEASE REFER TO TABLE BELOW FOR DISTANCES BETWEEN THE PROPOSED LEACHING AREA AND EXISTING WELLS WITHIN 100' OF THE PROPOSED LEACHING AREA FOR LOCAL UPGRADE APPROVAL.

- 15.405(1)(a) TO ALLOW A 5' MINIMUM SEPARATION FROM THE LEACHING FIELD TO THE PROPERTY LINE,
15.405(1)(b) TO ALLOW REDUCTION OF SETBACKS FROM THE CARPORT SLAB TO THE SEPTIC TANK AND LEACHING AREA AND THE BUILDING FOUNDATION TO THE SEPTIC TANK AND LEACHING AREA TO 6', 1.5', 4', AND 14' RESPECTIVELY, AND
15.405(1)(g) TO ALLOW REDUCTION OF SETBACK FROM THE LEACHING AREA TO A PRIVATE WELL AS NOTED DIRECTLY BELOW.

ADDRESS OF WELL	SEPARATION FROM PROPOSED LEACHING AREA TO WELL
31 ATWOOD AVE (LOCUS)	61'
35 ATWOOD AVE	95'
12 WOODS LAKE TERR.	56'

LOCAL VARIANCE REQUESTS

NOTE: ALL WELLS WITHIN 200' OF THE PROPOSED LEACHING AREA ARE TOO FAR AWAY TO BE SHOWN. PLEASE REFER TO TABLE BELOW FOR DISTANCES BETWEEN THE PROPOSED LEACHING AREA AND EXISTING WELLS.

ADDRESS OF WELL	SEPARATION FROM PROPOSED LEACHING AREA TO WELL
31 ATWOOD AVE (LOCUS)	61'
35 ATWOOD AVE	95'
12 WOODS LAKE TERR.	56'
11 WOODS LAKE TERR.	140'
30 ATWOOD AVE.	101'
15 LAKEWAY AVE.	137'
2 TERRACE WAY	115'
34 ATWOOD AVE.	116'
38 ATWOOD AVE.	188'
10 TERRACE WAY	174'

Thank you in advance for your assistance in moving this matter forward. If you have any questions or comments, please feel free to call me at (774) 213-9563.

Sincerely,



Kevin Walker, P.E.

Draft analysis of potential impact to School Department Operational Budget of an override in the amount of \$2,400,000

	FY10	Required for	Potential
	Town Meeting Appropriation	FY11 Level Services	appropriation as a result of a successful override FY11
Salaries	\$20,286,667	\$21,762,903	\$21,762,903
Supplies/Materials	\$128,433	\$131,642	\$350,000
Contract Services	\$763,236	\$782,317	\$800,000
Tuitions	\$2,591,293	\$2,656,076	\$2,656,076
Utilities	\$1,244,376	\$1,275,486	\$1,275,486
All Other	\$105,063	\$107,690	\$152,127
	\$25,119,068	\$26,716,114	\$26,996,592

Based on the Town Manager's Forecast of a 4% reduction budget of \$24,596,592

Middleborough Public Schools
Middleborough, MA

School Department Operating Budget Appropriations FY04 - 10

Expenditure Category	FY04 Appropriation	FY05 Appropriation	FY06 Appropriation	FY07 Appropriation	FY08 Appropriation	FY09 Appropriation	FY10 Appropriation
SALARIES	17,713,912	18,321,324	19,277,087	20,207,387	19,518,165	20,446,352	\$20,286,667
SUPPLIES/MATERIALS	667,318	654,311	512,524	576,195	122,239	125,300	\$128,433
CONTRACTED SERVICES	724,853	905,852	715,532	808,752	726,459	744,620	\$763,236
TUITIONS	937,540	1,661,891	1,300,000	1,412,219	2,231,693	2,235,410	\$2,591,293
UTILITIES	974,992	1,020,973	1,077,482	1,232,982	1,349,992	1,214,025	\$1,244,376
ALL OTHER	108,532	177,793	160,290	154,852	100,000	102,500	\$105,063
TOTAL	21,127,147	22,742,144	23,042,915	24,392,387	24,048,548	24,868,207	25,119,068

↑ Includes 2008 Meeting Appropriation of \$748,863 for Tuitions
↑ Fall Town.

Percent % increase/decrease 7.10% 1.30% 5.80% -1.40% 3.40% 1%

SALARIES

Compensation for all staff and substitutes including salaries, wages, overtime, stipends, Teacher professional development, course reimbursement, tutoring, athletics, Saturday School, NMS Summer School, Summer Inclusion.

SUPPLIES/MATERIALS

Instructional materials; textbooks; general, school, office and technology supplies; postage, etc.

CONTRACT SERVICES/MAINTENANCE**

All purchased, contractual, and professional services i.e. psychological, therapeutic, tutoring, legal, service contracts, etc.

****Maintenance**

Expenses for maintenance and repair of buildings and grounds including service and systems maintenance contracts

TUITIONS

Tuition for out-of-district, collaborative program, and vocational school students

UTILITIES

Heating fuel, electricity, water, sewer, and telephone

ALL OTHER

Professional development, dues and fees, conference and travel expenses, etc.

Middleborough Public Schools

Middleborough, Massachusetts

School Department FY 11 Operational Budget Summary

February 18, 2010 Draft

1

Operational Budget History FY04 – FY10

Expenditure Category	FY04 Appropriation	FY05 Appropriation	FY06 Appropriation	FY07 Appropriation	FY08 Appropriation	FY09 Appropriation	FY10 Appropriation
SALARIES	17,713,812	18,321,324	18,277,087	20,207,387	19,518,165	20,446,352	\$20,286,667
SUPPLIES/MATERIALS	667,318	654,311	512,524	576,195	122,239	125,300	\$128,433
CONTRACTED SERVICES	724,853	805,852	715,532	808,752	726,499	744,620	\$763,236
TUITIONS	937,540	1,661,891	1,300,000	1,412,219	2,231,693	2,236,410	\$2,591,293
UTILITIES	974,992	1,020,973	1,077,482	1,232,982	1,349,892	1,214,025	\$1,244,376
ALL OTHER	108,532	177,793	160,290	154,852	100,000	102,500	\$105,063
TOTAL	21,127,147	22,742,144	23,042,915	24,392,367	24,048,548	24,868,207	25,119,068
					↑ Includes 2008 Meeting Appropriation of \$748,853 for Tuition	↑ Fall Town	

February 18, 2010 Draft

2

Budget Forecast FY11

The Town Manager's Preliminary Forecast for FY11.

- \$2,587,000 deficit for the entire Town
- Assumes reduction to local aid
- Assumes no increase in local receipts
- Assumes no new revenue sources

February 18, 2010 Draft

3

Forecast for FY11 Unknown Variables

There are several variables that are unknown at this time that will have an impact on our FY11 budget. It could be late Spring 2010 before any of these are known.

These variables include:

- a) State cuts to local aid
- b) Health care costs to Town
- c) Town's local receipts

February 18, 2010 Draft

4

Forecast for FY11

Town Manager's \$25,746,450
FY11 Forecast for
School Department

School Department \$26,716,114
Projection for a
Level Service FY11
Budget

February 18, 2010 Draft

5

Forecast for FY11

Town Manager's FY11 \$25,746,450
Forecast for School
Department

School Department \$26,716,114
Projection for a Level
Service FY11 Budget

School Department Projection for a Level Service FY11 Budget	\$26,716,114
Town Manager's FY11 Forecast for School Department	-\$25,746,450
deficit	\$969,664

February 18, 2010 Draft

6

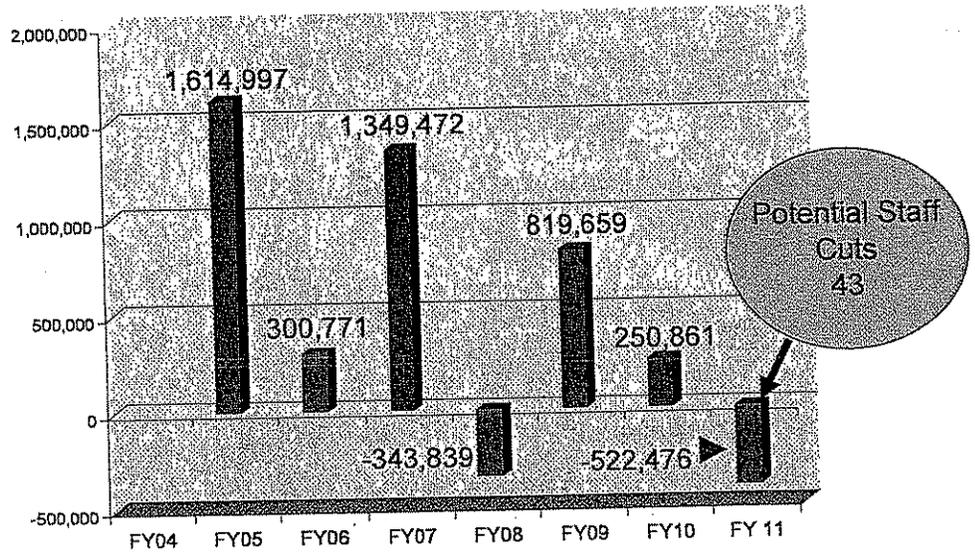
Forecast for FY11

Town Manager's FY11 Forecast for School Department with 4% reduction	
Reduced by 4% =	\$24,596,592

School Department Level Service FY11 Budget	\$26,716,114
TM Forecast with 4% cut deficit	- \$24,596,592
	\$2,119,522

February 18, 2010 Draft

FY05 – (potential)FY11 School Department Operational Budget Increase/Decrease



February 18, 2010 Draft

Potential Impact of an Override

Town Manager's FY11 Forecast for School Department with 4% reduction	\$24,596,592
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Potential April 2010 Override	\$2,400,000
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School Department Level Service FY11 Budget	\$26,716,114
--	--------------

TM Forecast with 4% cut	\$24,596,592
Potential April 2010 Override	+ \$2,400,000

Potential School Department FY11 Budget with Successful Override	\$26,996,592
--	--------------

February 18, 2010 Draft

9

Proposition 2 ½ Override

- A successful override will also require that the Town does not decrease the present level of financial support.

February 18, 2010 Draft

10

Proposed Reductions for FY11 (2010 – 2011)

- The initial draft of our FY11 Operational Budget will reflect a potential cut of \$2,000,000.
- Reductions focus on personnel.
- Reductions to personnel will impact operations throughout the district.

February 18, 2010 Draft

11

Proposed Staff Reductions if a \$2 million reduction is required to a
FY11 Level Service Operational Budget

Kindergarten – Grade 5 (Memorial Early Childhood Center,
Mary K. Goode School and Henry B. Burkland School)

- (13) Kindergarten through Grade 5 Classroom Teachers
- (1) Special Education Inclusion Teacher
- (5.5) Educational Support Personnel (ESP)
- (2 FTE) Elementary Specialists (Art, Music, Physical Education)
- (1) Custodian

Total Proposed Reductions to K- 5 Staff = 22.5

February 18, 2010 Draft

12

Potential Class Size Impact to Kindergarten – Grade 2

Kindergarten 2009-2010 Average Class Size = 21
2010-2011 Average Class Size = 25

Grade 1 2009-2010 Average Class Size = 23
2010-2011 Average Class Size = 27 (range 25 – 29)

Grade 2 2009-2010 Average Class Size = 23
2010-2011 Average Class Size = 27 (range 25 – 30)

February 18, 2010 Draft

13

Impact of Staff Reductions at the Memorial Early Childhood Center

Average class size would be approximately 23 students

Massachusetts Law 603CMR 8:00 sec. 8:01 states that: Class size for Kindergarten shall not exceed an average of 25 students

- 5 classes could have up to 28 students
- 5 classes could have 24 students
- 2 inclusion classes would have 20 students to keep space available for students identified throughout the year that may require specialized instruction

Small group instruction would be minimized

Large group instruction would become common practice

February 18, 2010 Draft

14

Impact of Staff Reductions at the Memorial Early Childhood Center

Differentiated instruction to meet the levels of all students both advanced and extra support would be reduced due to reduced staffing

Data collection and informal assessments which drive instruction will be impacted

Safety becomes a major concern moving students throughout the building as well coverage for recess, lunch and morning arrival with staff reduction

Enrichment activities and events will be impacted with reduced staff to share the responsibilities

Scheduling conferences for 28 parents during the designated contract time will significantly affect the quality of these conferences for our first time Kindergarten parents

February 18, 2010 Draft

15

IMPACT OF PROPOSED STAFF REDUCTIONS AT MARY K. GOODE SCHOOL

- The instructional practice of teaching in small group will be greatly impacted due to class size increasing.
- The opportunity for teachers to differentiate instruction will be diminished due to demands of increased class size.
- Referrals for special education may increase due to an increase in class size.
- Retentions may increase due to an increase in class size.
- All learners will have less opportunity for challenging lessons as this is a form of differentiated instruction.

February 18, 2010 Draft

16

IMPACT OF PROPOSED STAFF REDUCTIONS AT MARY K. GOODE SCHOOL

- Primary grade students are just beginning with specially designed instruction and their groupings will be large and thus gaps in learning will widen.
- Class sizes not aligned to goals/objectives of School Improvement Plans and the District Strategic Plan.
- A need for Title 1 services will increase and groupings of students will increase as well.
- Ability to meet with success in providing Response to Intervention (RtI) will be impacted due to class size and the number of students requiring small group instruction will be increased per room.
- Health and wellness concerns will increase as a result of crowded classrooms.

February 18, 2010 Draft

17

IMPACT OF PROPOSED STAFF REDUCTIONS AT MARY K. GOODE SCHOOL

- Safety issues may arise in covering duties throughout the day.
- Students with sensory integration issues may have increased issues.
- The emotionally fragile student will have more challenges to face with many more students in a classroom.
- The mainstreaming of students from substantially separate programs will be more difficult.

February 18, 2010 Draft

18

IMPACT OF PROPOSED STAFF REDUCTIONS AT MARY K. GOODE SCHOOL

- Overall presentation of a much more crowded classroom.
- Larger classes for specialists and their materials is a concern.
- Lack of sufficient materials for larger class sizes.
- Loss of instructional time when moving larger classes throughout the size of a building such as the Goode and Burkland Schools.
- Parent Teacher Conferences – unable to meet all parents on scheduled nights as has been an issue already with 24+ in classes.
- Concern with co-teachers meeting parents when servicing 3 classrooms already and to try to meet as a team.

February 18, 2010 Draft

19

Potential Class Size Impact to Grade 3 – Grade 5

Grade 3	2009-2010 Average Class Size = 25 2010-2011 Average Class Size = 31 (range 26 – 35)
Grade 4	2009-2010 Average Class Size = 26 2010-2011 Average Class Size = 34 (range 30 – 37)
Grade 5	2009-2010 Average Class Size = 23 2010-2011 Average Class Size = 32 (range 28 – 34)

February 18, 2010 Draft

20

IMPACT OF PROPOSED STAFF REDUCTIONS AT HENRY B. BURKLAND SCHOOL

Class Size Impact - Having from 28-37 students in a classroom is a learning disaster.

Recent professional development for the Burkland staff has found that small group instruction is best practice. Research shows that the optimum amount of students in a small group is 3-5 students. With current class sizes teachers are able to meet with individual students 1 or 2 times a week. Next year with 6 to 10 more students in a class there will be less opportunity to meet with small groups of students.

February 18, 2010 Draft

21

IMPACT OF PROPOSED STAFF REDUCTIONS AT HENRY B. BURKLAND SCHOOL

High class numbers will lead to more emotional, behavioral, and social issues.

There will be more behavioral referrals from classroom teachers and duty lunch and recess teachers.

Due to fewer opportunities for teachers to meet with students individually and in small group, there could be an increase in Special Education referrals. This will require that the school psychologist move focus from helping students and teachers with classroom emotional, behavioral, and social needs.

February 18, 2010 Draft

22

IMPACT OF PROPOSED STAFF REDUCTIONS AT HENRY B. BURKLAND SCHOOL

There is a real concern regarding whether we can adequately seat these large numbers of students in the classrooms.

Space constraints will require that some computers, if not all be removed from classrooms. This action will further compromise the ways teachers can differentiate instruction within the classroom.

Supervision on the playground will be a grave concern as ESP positions are reduced.

Checking on student progress will take longer as caseloads and class sizes increase meaning that fewer students will receive the intervention they need at the time they need it.

The reduction of special education staff will mean that teachers will have more students to try to differentiate for and to provide support for in the classroom.

February 18, 2010 Draft

23

IMPACT OF PROPOSED STAFF REDUCTIONS AT HENRY B. BURKLAND SCHOOL

- Positions lost at the Burkland in the past three years

Library closed, media specialist, math specialist, building ESPs

- Since the Media Center has been closed for three years, and the fact that there have been no new purchases of books for at least four years, the collection is now seriously out of date and the non-fiction section is obsolete. Teachers do have access to the library to take out the books we do have.
- Loss of the Math Specialist is felt by teachers who worked closely with the specialist to design remediation for those students who needed another review of a concept or skill. The Math Specialist provided resources for teachers and small group instruction for students.

February 18, 2010 Draft

24

Proposed Staff Reductions if a \$2 million reduction is required to a
FY11 Level Service Operational Budget

John T. Nichols, Jr. Middle School Grades 6 - 8

(2.6) Small Team Academic Teachers

- (1) Math Lab Mathematics Teacher Small Team
- (2) Educational Support Personnel (ESP) Positions
- (1) Alternative Program Teacher
- (1) Special Education Inclusion Teacher
- (2) Mathematics Teachers

Total Proposed Reductions to Middle School Staff = 9.6

February 18, 2010 Draft

25

Potential Class Size Impact to Middle School Grades 6 - 8

**Impact on Academic Class Size
(Based on 10/19/09 enrollment)**

	2009-2010		2010-2011	
	# of Sections/ (Average class size)	Enrollment	# of Sections/ (Average class size)	Enrollment
6th Grade	12/ (26.2)	314	10/ (27.6)	276
7th Grade	10/ (29.9)	299	10/ (31.4)	314
8th Grade	10/ (28.6)	286	10/ (29.9)	299

February 18, 2010 Draft

26

IMPACT OF PROPOSED STAFF REDUCTIONS AT John T. Nichols, Jr. Middle School

- Projected class size for grade 7 (32 average: range 28-40 in academic classes)
- Loss of support for media center
- Loss of remedial support for our at-risk population
- Loss of support for at-risk student population
- Increase case loads in a subgroup we are not making Adequate Yearly Progress (AYP)

February 18, 2010 Draft

27

IMPACT OF PROPOSED STAFF REDUCTIONS AT John T. Nichols, Jr. Middle School

- Eliminates second period of grade 6 math which has Adequate Yearly Progress (AYP) ramifications
- Eliminates the ability for all grades to have Common Planning Time
- Decimates the school ethos/community
- Impacts ability to address AYP/curriculum concerns

February 18, 2010 Draft

28

Proposed Staff Reductions if a \$2 million reduction is required to a FY11 Level Service Operational Budget

Middleborough High School Grades 9 - 12

- (1) English Teacher
- (1) Mathematics Teacher
- (1) Foreign Language Teacher
- (1) Technology Teacher
- (1) Business Teacher
- (1) Guidance Counselor
- (1) Special Education Inclusion Teacher
- (1) Physical Education Teacher

- (0.6) Art Teacher
- (0.3) Music Teacher

Total Proposed Reductions to Middleborough High School Staff = 8.9

February 18, 2010 Draft

29

IMPACT OF PROPOSED STAFF REDUCTIONS AT MIDDLEBORO HIGH SCHOOL

Reduce time on learning in sophomores
English II classes (from 135 classes per year
to 90 classes per year)

Impact:

- Less preparation for English Language Arts MCAS Test
- Will diminish our students ability to pass the MCAS test
- Increase the number of students on Educational Proficiency Plans
- Decrease the number of students that qualify for John and Abigail Adams Scholarships

Eliminate sophomore mathematics MCAS
preparation classes

Impact:

- Less preparation for mathematics MCAS Test
- Will diminish our students ability to pass the MCAS test
- Increase the number of students on Educational Proficiency Plans
- Decrease the number of students that qualify for John and Abigail Adams Scholarships

February 18, 2010 Draft

30

IMPACT OF PROPOSED STAFF REDUCTIONS AT MIDDLEBORO HIGH SCHOOL

Increase class size in all honors level classes in English and mathematics to 35 or more students and college preparatory classes to 30 or more students

Impact:

- There will be fewer writing assignments, less individual attention
- Adversely impact our students' performance, college readiness and scores on SAT tests
- Our students will have a more difficult time gaining admission to the colleges of their choice

February 18, 2010 Draft

31

IMPACT OF PROPOSED STAFF REDUCTIONS AT MIDDLEBORO HIGH SCHOOL

Eliminate Foreign Language requirement for graduation

Impact:

- Our students will be less prepared to compete in our global society

Increase class size in all 1st, 2nd, and 3rd year Spanish classes to 35 or more students

Impact:

- Impede the ability of teachers to ensure that all students in Spanish classes are able to communicate in Spanish, especially limiting the use of the Language Lab

February 18, 2010 Draft

32

IMPACT OF PROPOSED STAFF REDUCTIONS AT MIDDLEBORO HIGH SCHOOL

Reduce 42 sections (classes)

Impact:

- Fewer elective choices in business, music, art, technology, English, mathematics and overcrowding in courses required for graduation and students

February 18, 2010 Draft

33

IMPACT OF PROPOSED STAFF REDUCTIONS AT MIDDLEBORO HIGH SCHOOL

Eliminate one guidance counselor*

Impact:

- Each of the remaining three counselors will service the needs of approximately 285 students
- They will have less time to spend with each student

* The services our guidance counselors provide include the following: provide for smooth transition from middle school to high school, help students select courses, assist in tracking student attendance, provide personal counseling, facilitate college search and application process, initiate career exploration, help to facilitate the local scholarship program, function as liaisons to the military, run our student mentoring program, write Educational Proficiency Plans, attend 504 and IEP meetings, serve as a link between parent, student and teacher on academic or behavior issues, and follow each student's progress toward meeting all graduation requirements.

February 18, 2010 Draft

34

IMPACT OF PROPOSED STAFF REDUCTIONS AT MIDDLEBORO HIGH SCHOOL

Reduce time spent in Physical Education and Wellness Class

Impact:

- Students will be less physically fit and less knowledgeable about health issues affecting their lives with the reduction of time spent each year in Physical Education and Wellness class

Eliminate inclusion teachers in history and science classes

Impact:

- It would be more difficult and present a greater challenge to meet the requirements of Individual Educational Programs and provide accommodations to meet the individual needs of students

Eliminate all business electives

Impact:

- No opportunity for students to experience business courses on the high school level and the DECA Program will be eliminated

February 18, 2010 Draft

35

Proposed Staff Reductions if a \$2 million reduction is required to a FY11 Level Service Operational Budget

District Technology

- (1) Secretary
- (1) Technology ESP

February 18, 2010 Draft

36

Proposed Staff Reductions if a \$2 million reduction is
required to a FY11 Level Service Operational Budget

Total Proposed Reductions for District =
43 positions

Massachusetts Department of Revenue
 Division of Local Services
 Municipal Databank/Local Aid Section

Fiscal Years 1990 - 2008 School Versus Total Expenditures

Municipality	DOR Code	FY	2007 Population	School Expenditures	Non-School Expenditures	Total Expenditures	Total Per Capita	School % of Total
FY1990 - FY1999								
MIDDLEBOROUGH	182	1990	17,867	11,255,576	11,592,035	22,847,611	1,279	49.26
	182	1991	17,867	11,462,373	11,356,772	22,819,145	1,277	50.23
	182	1992	17,998	9,745,352	11,562,307	21,307,659	1,184	45.74
	182	1993	18,130	9,759,091	11,141,954	20,901,045	1,153	46.69
	182	1994	18,613	12,515,430	11,163,538	23,678,968	1,272	52.85
	182	1995	18,936	14,565,665	11,002,463	25,568,128	1,350	56.97
	182	1996	19,200	16,243,740	11,178,189	27,421,929	1,428	59.24
	182	1997	19,441	17,887,880	11,396,284	29,284,164	1,506	61.08
	182	1998	19,702	19,231,642	11,897,108	31,128,750	1,580	61.78
	182	1999	19,702	20,457,974	15,593,606	36,051,580	1,830	56.75
FY2000 - FY2006								
MIDDLEBOROUGH	182	2000	19,941	20,292,043	17,065,420	37,357,463	1,873	54.32
	182	2001	19,941	22,295,066	20,473,937	42,769,003	2,145	52.13
	182	2002	19,941	22,853,659	21,525,301	44,378,960	2,226	51.50
	182	2003	20,722	22,603,944	23,055,985	45,659,929	2,203	49.50
	182	2004	20,909	24,005,539	25,740,077	49,745,616	2,379	48.26
	182	2005	21,121	24,907,374	27,491,435	52,398,809	2,481	47.53
	182	2006	21,121	25,332,486	28,528,763	53,861,249	2,550	47.03
FY2007								
MIDDLEBOROUGH	182	2007	21,305	27,404,996	32,285,270	59,690,266	2,802	45.91
FY2008								
MIDDLEBOROUGH	182	2008	21,245	26,838,574	32,970,646	59,809,220	2,815	44.87

Beginning in FY2002, Integrated Operating Costs, Average Membership for pupils, and Cost per Pupil will no longer be available.
 Source: <http://www.mass.gov/Ador/docs/dls/mdmstuf/MunicipalActualExpenditures/Schv0008.xls>

Massachusetts Department of Revenue
Division of Local Services
Municipal Databank/Local Aid Section

Introduction - School Versus Total Expenditures

Beginning in Fiscal Year 2002 the DOE no longer calculates integrated costs. This information is no longer available.

The School Versus Total Expenditures file compares school spending with non-school spending. The information that appears in this report consists of: Population, School Expenditures, Non-School Expenditures, Integrated Operating Cost and Net Average Membership Pupils.

The following is a list of definitions that will enable you to understand and interpret the the accompanying worksheet.

School Expenditures: Consists of total school department spending from the general fund, excluding capital outlay and construction costs. Regional School District capital outlay and construction may be included in some school assessments. School expenditures also include intergovernmental spending such as regional assessments and tuition. EEO grants and other spending from outside the general fund are excluded from school expenditures.

Non-School Expenditures: Consists of total spending from the general fund on general government, public safety, public works, health and welfare, culture and recreation, debt service, employee benefits, insurance and intergovernmental transfers. Excluded from non-school expenditures are capital outlay and construction costs.

Integrated Operating Cost: Is calculated by the Massachusetts Department of Education. Integrated Operating Cost is one of the most widely accepted measures used to compare school spending among communities. It reflects a community's share of regional school district spending as well as that from its own local schools. This approach accounts for spending outside the school budget that benefits schools, such as insurance and pupil support services. Integrated Operating Cost also includes EEO grant spending but does not include other non-general fund expenditures.

Net Average Membership Pupils: Consists of the average enrollment of local residents, pupils in regional school districts, and those being tuitioned to out-of-town schools averaged across the entire school year. School Choice and Charter School students are attributed to the sending community. Non-residents are not counted in the Net Average Membership Pupils figure.

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

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

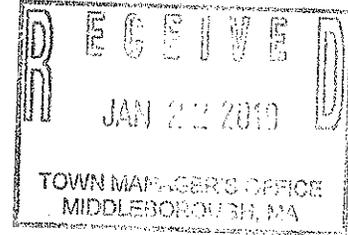
GEORGE C. DECAS (RETIRED)
DANIEL F. MURRAY, ESQUIRE
WILLIAM C. DECAS, ESQUIRE

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
FAX (508) 947-7147

WAREHAM OFFICE:
219 MAIN STREET
(508) 295-2115

January 21, 2010

Robert M. Sullivan, Superintendent
Middleborough Public Schools
30 Forest Street
Middleboro, MA 02346



RE: Proposition 2 ½ override – 2010 Town Election

Dear Bob:

I reviewed the draft ballot question which you sent to me under letter dated January 20, 2010. The form of the question is consistent with that required by statute (G.L. c. 59, §21). I approve the form of the question and suggest that you may submit it to the Board of Selectmen for its approval.

Very truly yours,

A handwritten signature in cursive script that appears to read "Dan".

Daniel F. Murray
Town Counsel

DFM/s

#11,982

cc: Charles J. Cristello, Town Manager (via FAX#: 508-946-2320)





MIDDLEBOROUGH PUBLIC SCHOOLS

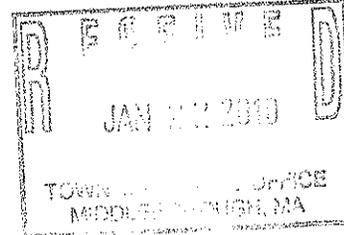
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January 20, 2010

Attorney Daniel Murray
Town Counsel
Town of Middleborough
Middleborough, MA 02346



RE: Draft Proposition 2 1/2 Override Question for the April 3, 2010 Annual Town Election

Dear Attorney Murray,

Below is draft language for the Proposition 2 1/2 override question that will appear on the 2010 Annual Town Election ballot on April 3, 2010. The Board of Selectmen approved placing a Proposition 2 1/2 override question on the election ballot at their November 17, 2009 meeting.

Draft Proposition 2 1/2 override question:

“Shall the Town of Middleborough be allowed to assess an additional \$2,400,000 in real estate and personal property taxes for the purposes of funding the operating budget of the School Department for the fiscal year beginning July first, two thousand and ten?”

_____ Yes _____ No

This question, except for the dollar amount, is worded the same as the override question used on the June 2, 2007 Special Town Election (see attached from 2007 Annual Town Report).

Please advise whether we can forward this draft to the Board of Selectmen. Thank you!

Sincerely,

Robert M. Sullivan, Ed.D.
Superintendent of Schools

RMS/pjr

Cc: Middleborough School Committee