

**STEP 2**

**Town of Middleborough**

**Community Preservation Committee  
Application for Community Preservation Funding**

**A. COVER SHEET**

1. Project Name: Soule Homestead, Stabilizing the Envelope of the Barn and Farmhouse

**2. APPLICANT INFORMATION**

Project Sponsor or Organization: Soule Homestead Education Center

Contact Person: Meghan Connolly Riley, Executive Director

Address: 46 Soule Street

City: State: Zip: Middleborough, MA 02346

Daytime Phone: 508 947 6744 Fax: 508 946 8559

E-mail: Website: info@soulehomestead.org www.soulehomestead.org

Property Owner (if different from Applicant) Town of Middleborough

Contact Name: Mr. Robert G. Nunes, Town Manager

Address: Town Hall 20 Nickerson Ave.

City: State: Zip: Middleborough, MA 02346

E-mail: [rnunes@middleborough.com](mailto:rnunes@middleborough.com)

**3. PROJECT INFORMATION**

CPA Category (Please check all that apply):

Open Space # of acres \_\_\_\_\_  Historic Preservation  
 Recreation # of acres \_\_\_\_\_  Affordable Housing # of units \_\_\_\_\_

Project Location/Address: 46 Soule St.

Middleborough Assessors Map:

Map R14 Parcel 20-1, Map R07 Parcel 16, Map R14 Parcel 20,  
Map R07 Parcel 17

Plympton Assessors Map 0 Parcel 5590

Brief Project Description:

Continuation of Preservation of Farmhouse and Barn

4. AMOUNT OF CPA FUNDING REQUESTED: \$19,000

TOTAL PROJECT COST: \$87,542 (Not including administration and permits)

CPA AS PERCENTAGE OF TOTAL PROJECT COST: **21.70%**

**For CPC Use**

Date Received \_\_\_\_\_ Funding Recommendation \_\_\_\_\_

Date Application Deemed Complete \_\_\_\_\_

Public Hearing \_\_\_\_\_

## **B. PROJECT NARRATIVE**

### 1. Goals and Description:

We are currently applying to amend our CPA grant of \$48,900 that was awarded on May 27, 2014. The goal of this project remains to restore the exterior of the farmhouse and barn to a functional and weatherproof condition. At this point in time, the roofing and repointing of the three chimney units has already taken place and photos are attached. We currently have a balance of \$23,970 to do the following from our original contract.

On the farmhouse, we will replace gutters where needed, repair and re-glaze "6 over 6" wooden windows where needed. Repair and/or replace wooden storm shutters and storm windows where needed, strip and replace white cedar shingles on the north side of the house, remove and replace a section of sill and repair wooden doors on the woodshed.

Work on the barn will include: Repairing and replacing exterior trim as needed, stripping and replacing white cedar shingles on the north end of the barn and repairing and/or replacing complete window units. Because of the extreme weather of the winter of 2015, we are asking for additional funds to replace the three windows on the south end of the barn also.

The barn is the focal point for all activities at Soule Homestead. The barn houses the offices & classrooms and will soon house bathrooms and a commercial kitchen along with more traditional uses, like animal stalls, equipment and hay storage. The two-family farmhouse currently is home to tenants who are involved at Soule Homestead in many ways, especially animal care.

These buildings were originally constructed about 1860 and are of historic significance. Since 1991, the Soule Homestead Education Center has operated an educational non-profit on town owned property. Every year thousands of people visit the farm to take part in our programs and events. As part of our lease with the town, we make capital improvements as well as paying cash rent. We are nearing completion of a \$300,000.00 expansion project to improve the property for the good of the community.

### 2. Community Need

This project will benefit the community by ensuring these historic buildings (the barn and the farmhouse) are weather tight, safe and the structures are preserved for future use. Although leased to the non-profit, Soule Homestead Education Center, the property is owned and insured by the Town of Middleboro. The facilities are used daily by the public and it is in everyone's best interest to stabilize these buildings and keep them in good condition.

### 3. Community Support and Outreach

The Soule Homestead Education Center has broad based community and regional support. In 2015, our education programs reached over 2,500 school children and our seasonal events welcomed in excess of 3,000 people. We report to the Selectmen each year and receive consistent praise for our work. Every aspect of our work involves a volunteer component and this past year we had over 7,000 hours of volunteerism. We are fortunate to benefit from volunteers at every level of our operation. Our very mission cites stewardship of this property for the long term benefit of the community.

The progress of this project has already been publicized in our quarterly newsletter, through social media including Facebook and Instagram and through local newspaper. We continue to post photos of our progress so that more people are aware of these changes. Since the summer, we prominently placed the sign stating that this work was funded with CPA funds. Many visitors are noticing the improvements that have already been made and are happy to see the progress.

#### 4. Credentials

The project will be overseen by the Soule Homestead Education Center's Executive Director, Board of Directors and Building Committee. This includes, Meghan Connolly Riley, Bob Nichols, Bertha Terhune and Jeff Stevens. Our new Executive Director, Meghan Connolly Riley started last spring. Meghan has worked on building projects in her former position at Weir River Farm including a classroom expansion in a historic barn. She also benefits from the consultation of her husband who is a Foreman for Skanska Construction with 22 years in the industry. Bob has retired from Byrne Sand and Gravel, has practical knowledge of building construction and often volunteers his time to work on maintenance projects at the Homestead. Bertha has been our treasurer for many years and also keeps the books for the 1<sup>st</sup> Congregational Church on the Green. Jeff is currently the Town's energy savings consultant. These people have been very involved with the current \$300,000.00 expansion project and will be hiring and working with contractors and managing the finances. All contractors will have necessary licenses and insurance.

#### 5. Maintenance and Ongoing Cost

Any maintenance involved after the completion of the project will be included as a line item in the Soule Homestead Educational Center's annual budget.

#### 6. Success Factors

Work on the farmhouse got underway this past September with the re-pointing of all three of the chimneys on the Soule Homestead Farmhouse. After receiving a very strong bid by Paul Wilson Masonry we moved forward to schedule our masonry and then arrange our subsequent roofing by Robert's Roofing of Plympton. After waiting for over a month for a return call from Mr. Paul Wilson, we had to move forward with another contractor as we were going to lose our ability to get a roof on before winter. Kelly Tufts

of TuftStone was highly recommended and was able to move other jobs to accommodate our very tight schedule.

Our initial estimate from Paul Wilson Masonry was for \$5,850. Our estimate and subsequent pay out to TuftStone was \$6,880. Part of the reason for this increase was due to the cost of renting a lift to do the masonry. Kelly Tufts recommended this first to ensure the safety of his mason because of the extreme pitch on the house and also to do the job in a more timely fashion because of our deadline.

When the masonry was finished, Roberts Roofing of Plympton quickly discovered that the original sheathing from the mid 1800's was present and in bad shape. The entire front portion of the house and connector to wood shed needed plywood re-sheathing. The original boards remain under the new sheathing. The back wood shed had been re-sheathed at some point in time and did not need replacing. Additional work that Robert's Roofing performed was replacing a piece of rotten wooden fascia, sister one rafter and replace a piece of roof trim. The original estimate for roofing was \$12,500 and the final cost was \$18,000.

Although we were diligent on our end with selection of quality craftsmen with good reputations, situations beyond our control arose during this first phase of projects. Another barrier to our overall success is that after meeting with our carpenter and re-examining the scope of work remaining, we realized that the brutal winter of 2015 has expedited the degradation of some features, including the three windows on the south face of the barn which are now in critical need of repair.

We are anticipating that many of the remaining jobs will be more straightforward than the roofing project and we are hopeful to continue moving forward without additional issues. The project will be a success if we are able to finish the work described above in a timely fashion within our budget and to specifications. We can evaluate each project outcome through checks and balances with our Board of Directors, the CPA consultant (Jennifer Goldson) and also The Middleboro Town Manager.

## 7. Project Permits and Approvals

- A. Lease copy enclosed / Former deed copy enclosed. / As this is town owned property, we received approval from The Board of Selectmen (letter attached) and we have reached out to the Town Manager for his approval for us to seek out and use these funds on site.
- B. Deed Restrictions: The property is under an Agricultural Preservation Restriction with the State and has a right of way across the back field. Work on the existing structures does not affect these things in any way.
- C. Hazardous Materials: Survey enclosed.

- D. Environmental Concerns: Though there are wetlands close to the barn, the nature of the work on the existing structures does not impact them in any way.
- E. Historical Significance: Members of our Board of Directors presented our original request for CPA funds to Middleborough Historical Commission in January of 2014 and according to the Massachusetts Cultural Resource Information System, the Soule Homestead (formerly known as the Deane Farm) has the potential for listing on the National Register. See attached support document.
- F. Permitting: There are no known barriers to moving forward with the project. The only permit will be from the Building Department.

List below any permits needed for the project. Provide copies of permits already acquired.  
(Applicants are responsible for all costs associated with permitting, including, but not limited to abutter mailings and advertising.)

**Name of Permit Filed (Y/N)**      **Date Filed**      **Date Obtained**

We currently have a permit open on site for our FEP expansion. The permit is under our carpenter, Rick Burnett and was obtained in 2014. We have not filed a permit specifically for the new areas that we will be working on but will when the job begins.

## C. PROJECT BUDGET, FUNDING, & TIMELINE

**1. Project Budget:** State the total budget for this project, and how CPA funds will be spent. **Applicants are reminded that they must adhere to the Commonwealth of Massachusetts's Procurement Policy.** All non government applicants should review the draft Grant Agreement to ensure that all potential project costs are eligible for CPA funding, e.g. CPA funds may not be used for maintenance.

Provide a detailed itemization of all project expenses, such as personnel, consultants, contracted services, equipment, and supplies. For each item, specify in parentheses how the expense was calculated, e.g. (# of hrs. x cost/hr.) Applicants should obtain quotes for project costs when possible; if not, indicate where cost estimates have been used. For each item, identify whether CPA funds or other funding will be used, and note where applicant and/or partner in-kind contributions will cover non-CPA fundable expenses such as administration.

Use table below or include as a separate attachment.

<b>Expense Item</b>	<b>Total</b>	<b>CPA</b>	<b>Other</b>
See Attached Document			

**2. Other Funding:** Describe efforts to secure other funding. Indicate what additional funding sources are available, committed or pending. Include commitment letters, if available. Complete the table below and include applicant and/or partner in-kind contributions.

<b>Source of other funds</b>	<b>Amount</b>	<b>Funding requested</b>	<b>Funding secured</b>
<b>(Y/N)</b>	<b>(Y/N)</b>		

Yes, Soule Homestead is paying for other renovations and site work to the property. Soule Homestead will also pay for permitting and administrative costs.

**3. Total Project Funding:**

If the proposal is part of a multi-phase project, please indicate below the projected project costs and funding sources for the additional phases to completion.

**Fiscal Year Total Project Cost CPA Funds to be Requested Other Funding**

2013	_____
2014	_____
2015	_____
2016	_____
TOTAL	_____

See Attached

**4. Timeline and Grant Disbursement Schedule:** Provide a detailed schedule for project implementation, including all activities and key milestones. Indicate the total funding as well as CPA and other funding that will be required to complete each activity or milestone.

Project start date:   A S A P  

Use table below or include as a separate attachment.

**Activity Date Completed Total Funding CPA Other**

We will be continuing our current work with our remaining CPA funds as soon as we are able this spring. If this proposal is accepted, we will continue work through summer.



Soule Homestead	Step 2 application submitted for consideration in January, 2016
CPA Budget, Funding, Timeline	
Total project budget:	\$43,000
Remaining balance from 2014 grant	\$23,970
Request for 2016 CPA funds:	\$19,000
	Note: All carpentry labor is estimated at \$35 / hr (\$280 / day per man)
Estimate Details House:	
\$1,120 Trim & gutter work labor	(2 Carpenters 2 days = 4 x 280 = \$1,120)
\$1,000 Material	Some trim work was performed as part of roof project, completed 12/2015
\$2,800 Window labor	34 windows total (20 appear to need work)
\$200 Material	(Average 4 hours / window @ \$35 hr = \$140 x 20 = \$2,800)
\$840 Shutter labor	Labor to remove and replace 8 sets of shutters 3 hr / set = 24 hrs x \$35 = \$840
\$2,800 Material	8 sets @ \$350 set composite or wood = \$2,800
\$2,800 Siding labor	Strip and re-side north walls 800 square feet pre stained white cedar extras (2 carpenters 5 days = 10 X 280 = \$2,800)
\$4,000 Material	800 square feet shingles + nails and paper
\$2,800 Woodshed labor	Replace a section of sill & rebuild small doors
\$2,500 Material	(2 carpenters 5 days = 10 X 280 = \$2,800)
\$20,860 Total	Carpenter wanted to note that this estimate is very rough as he can not determine extent of wood rot until job is underway
Estimate Details Barn:	
\$5,600 Trim labor	Repair and / or replace exterior trim where needed
\$2,540 Material	(2 carpenters 10 days = 20 X 280 = \$5,600)
\$5,600 Siding labor	Strip / dispose and re-side north walls 900 sq feet with unstained white cedar extras (2 carpenters 10 days = 20 x 280 = \$5,600)
\$4,600 Material	900 square feet white cedar extras, large vent, nails and paper
\$2,240 Window labor	Replace and repair all exterior windows (2 carpenters 4 days = 8 x 280 = \$2,240)
\$1,560 Material	20 quantity side windows @ \$38 / unit = \$760 4 quantity 6 over 6 wooden windows fitting with historical accuracy= \$800
\$22,140 Total	
	\$20,860 house
	\$22,140 barn
	\$43,000 sub total
	\$43,000 Total project estimated cost
	Administrative costs to be absorbed by Soule Homestead
Timeline	
	We will work with our remaining funds this spring and when/if additional funding becomes available, will continue until work is completed.

Soule Homestead CPA Grant Application						
Additional Information						
Proposed Property Work Overview 2015-2017						
Facilities Expansion Project Work (FEP)						
Finish Electric			per contract		\$3,700	
Finish Plumbing			per contract		\$11,700	
Finish Fire Alarm			per contract		\$12,180	
Kitchen Fire Suppression Hood			per proposal		\$1,212	
Fire Extinguishers & Cabinets					\$450	
Finish Carpentry	Interior doors, window trim...				\$2,000	
Kitchen Cabinets			donated			
Appliances					\$7,300	
Site work					\$10,000	
Classroom Floor					\$5,000	
				Proposed FEP Work 2014 -2015	\$53,542	
Non Facilities Expansion Project Work						
Prep and Paint the exterior of the house and the front of the barn					\$15,000	
				CPA Grant Application Project Budget:	\$19,000	
				Total proposed property work 2015-2017	\$87,542	
				CPA Grant Application as a percentage of total property work	21.70%	

**D. SUPPORTING DOCUMENTS & APPLICANT CERTIFICATION**

**1. Supporting Documents:** Check off all attachments included:

**A. Minimum Submission Requirements**

**All Projects**

- Support letters [three or more]
- Names and addresses of project architects, contractors, and/or consultants
- For projects on Town property: Letter of approval from Town Manager and/or appropriate department head
- Non-CPA funding commitment letters

**Historic Preservation Projects**

For Historic Preservation Projects:

- Evidence property/site is on State Register of Historic Places or is eligible for the State Register, OR
- Middleborough Historic Commission (MHC) letter of certification of significant historical, archeological, architectural, and/or cultural value.
- Letter from the MHC indicating the project proposal has been reviewed and endorsed by the MHC.

**Projects that include acquisition and/or rehabilitation of land, buildings, and other real property**

- Evidence of Site Control [Purchase and Sales Agreement, Option, Deed, License, Lease, etc.]
- Appraisal [for acquisitions]
- Assessor's map showing location of the project
- Permits already obtained

**B. Additional Supporting Documents**

- Photographs, renderings, or design plans, if applicable
- Preliminary architectural plans and specifications for new construction or rehabilitation, if applicable
- Historic structure report or existing condition reports
- Other information or documents. Please list.

**2. Applicant Certification**

I hereby certify that the foregoing and attached information is true and accurate to the best of my knowledge. I further certify that I have reviewed the attached Community Preservation Fund Appropriation Payment, Accounting & Procurement Policy and for non-government applicants, the attached draft Grant Agreement and hereby affirm that if the foregoing application is funded, the applicant is prepared to execute and abide by the terms of these documents.

Applicant's Name MEGHAN CONNOLLY RILEY, EXECUTIVE DIRECTOR, SOLIE HOMESTEAD EDUCATION CENTER  
By Authorized Representative [Signature]  
Date: 1/28/2016

**E. CERTIFICATE OF AUTHORITY & LIST OF OFFICERS AND DIRECTORS**

**GRANT AGREEMENT #:**  
**APPLICANT:**

I hereby certify that I am the Clerk/Secretary of: Soule Homestead Education Center  
(Print Name of Corporation)

and that Bertha Terhune is the  
(Print name of Officer who signs the Grant Agreement)

duly elected of said corporation; Treasurer  
(Print title of Officer who signs the Grant Agreement)

and that Jan. 7, 2016 on a duly authorized meeting of the Board of Directors  
(date of Meeting)  
of said Corporation, at which a duly authorized quorum of the Directors were present and  
acting, or waived notice, that Bertha Terhune, Treasurer  
(Print name and title of Officer signing Grant Agreement)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf  
of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation  
in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding  
upon this corporation; and that the above vote has not been amended or rescinded and remains in full  
force and effect as of the date set forth below.

Attest: Jeffrey Stevens  
(Signature of Clerk/Secretary)

Name: JEFFREY STEVENS  
(Printed or typed name of Clerk/Secretary)

Date: 1/28/2016

NOTE: THE DATE OF THE VOTE AUTHORIZING OFFICER TO SIGN GRANT AGREEMENT  
MUST BE BEFORE THE DATE THE OFFICER ACTUALLY SIGNS THE GRANT AGREEMENT.  
THIS CERTIFICATE MUST ALSO BE EXECUTED BEFORE THE OFFICER SIGNS THE GRANT  
AGREEMENT. PLEASE ATTACH A LIST OF OFFICER AND DIRECTORS OF THE  
CORPORATION

- This Form is to be used by corporations, trusts and associations who are applying for CPA Funds.

**F. STATE TAX CERTIFICATION**

**GRANT AGREEMENT #:**  
**APPLICANT:**

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that, Soule Homestead Education Center  
(name of Recipient receiving the Grant)

to the best of my knowledge and belief, has filed all Massachusetts tax returns and paid all Massachusetts and Town of Middleborough Taxes and Fees as required under law.

Signature: Bertha Dechard

Name of Recipient: Soule Homestead Education Center

Federal Tax ID # or Social Security #: 04-3123966

Date: Jan. 28, 2016

G. AFFADAVIT

GRANT AGREEMENT #:  
APPLICANT:

I, Bertha Terhune, under the penalties of perjury do hereby state and affirm that:

1. On Jan 28, 2016, I signed the attached Project Submission & Application For Funding (hereinafter "the Application") seeking funding from the Town of Middleborough's Community Preservation Fund as the Authorized Representative of

Soule Homestead Education Center (hereinafter "the Applicant"); and

2. Neither I, nor the Applicant, nor any person or entity who would receive funding as a result of the Application has ever been convicted of:

- (a) a crime involving the willful and malicious setting of a fire, or
- (b) a crime involving the aiding, counseling, or procuring of a willful and malicious setting of a fire, or
- (c) a crime involving the fraudulent filing of a claim for fire insurance; and

3. Neither I, nor the Applicant, as of this date, owe the Town of Middleborough any monies in the form of previously incurred real estate taxes, water/sewer charges, motor vehicle excise taxes, personal property taxes, parking tickets or any other indebtedness, or

4. I owe \$ 0.00, (please state dollar amount and source of indebtedness - if nothing owed insert \$0.00), and if delinquent,

- I have filed in good faith, an application for an abatement of such amount which is pending, or
- a petition before the Appellate Tax Board is pending, or
- an Installment Payment Agreement with the treasurer of the Town which is current and not in default; and

5. Neither I, nor the Applicant, nor any person who would gain equity as a result of funding of the project described in the Application, has ever been convicted of violating any code, statute or bylaw regarding conditions of human habitation within the last three (3) years; and

6. Neither I, nor the Applicant, nor any person who would gain equity as a result of funding the project described in the Application, has ever been the owner of any property in the Town of Middleborough for which the Town has foreclosed the right of redemption as a result of failure to pay real estate taxes, water/sewer charges or any other indebtedness

7. Neither I, nor the Applicant, nor any person who would gain equity as a result of funding the project described in the Application nor any person who would gain equity in the project described in the Application, is employed by the Town, or a member of a Board or Commission of the Town of Middleborough or if so:

- (a) In what capacity?
- (b) In what department?

1  
Jeff Stevens - Chairman - Green Energy Cmt.  
JL Stevens

JANE LOPES - CHAIRMAN - Community Preservation Committee

- CHAIRMAN - Middleborough Historical Commission



I understand that in the event any of the foregoing statements are untrue, all CPA funding of the project described in the attached Project Submission & Funding Request will be forfeited and if any monies have been distributed pursuant to Town Meeting approval of this Funding request, then all such sums shall be immediately due and payable to the Town of Middleborough.

The undersigned swears under the penalties of perjuries that this Affidavit is complete and accurate in all respects.

SIGNATURE Bertha Terhune

PRINT OR TYPE NAME Bertha Terhune

ADDRESS 20 Hemlocks, Lakerille, MA 02347

TELEPHONE # 508 946 0769

WITNESS Jeff Stevens

- This Affidavit must be signed by the individual(s) or organizations(s) applying for Community Preservation Funding. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized representative of that corporation or legal entity.



THE SOULE HOMESTEAD EDUCATION CENTER, INC.  
46 SOULE STREET  
MIDDLEBOROUGH, MASSACHUSETTS 02346  
TEL: 508-947-6744 – FAX: 508-946-8559  
E-mail: info@soulehometstead.org  
Tax ID # 04-3123966

**Board of Directors as of January 28, 2016**

**Marese Mary Barry-Belanger**  
**President**  
29 Moulton St  
Middleboro, MA 02346

**Michael Gioscia**  
**Vice President**  
6 Pinebrook Dr  
Halifax, MA 02338

**Jeff Stevens**  
**Clerk**  
1 Weston Ave.  
Middleboro, MA 02346

**Bertha Terhune**  
**Treasurer**  
20 Hemlocks  
Lakeville, MA 02347

**Karen Brother**  
105 Beech Street  
Bridgewater, MA 02324

**Ruth Knapp**  
50 County Street  
Lakeville, MA 02347

**Jane Lopes**  
P.O. Box 1273  
Middleboro, MA 02346

**Katharine O'Donnell**  
90 Summer St  
Marshfield, MA 02050

**Robert Nichols**  
181 Purchase Street  
Middleboro, MA 02346

**Paul Singley**  
75 Faye Ave  
Middleboro, MA 02346

*Member Emeritus*  
**Kathleen S. Anderson**  
22 Winter Street  
Middleboro, MA 02346

## **Supporting Documents:**

Letter enclosed:

Rockland Trust Bank- Barbara Cowgill, Vice President/ District Manager  
Self-Help Inc.- Carol Carver, Early Childhood Support Specialist  
Rotary Club of Middleborough- Pending

Primary Contractor:

Richard Burnet  
271 Main St.  
Plympton, MA 02367

Approval Letter:

Members of The Soule Homestead Board of Directors met with Selectmen on October 28, 2013 to ask permission to improve Town property. The proposal was approved and a letter is attached.

Permission has also been requested and received from Town Manager, Robert Nunes. Letter is pending.

Non CPA Funding:

As evidenced by this document, The Board of Directors at the Soule Homestead is behind this project and have committed funding for administrative and permitting resources to this project. Also noted in our Proposed Property Work Overview document for 2015-2016 it is listed that funds not received through CPA are being utilized for additional property improvements/restorations.

Historic Preservation Projects:

Our Board of Directors met with the Middleborough Historical Commission on December 17, 2013 and received approval for our request to use CPA funds for preservation work of Soule Homestead Barn and Farmhouse.

Community Preservation Committee  
Middleborough Town Hall Annex  
20 Centre Street  
Middleborough, MA, 02346

Re: Soule Homestead Education Center  
Application for Community Preservation Act Funding

Dear Community Preservation Committee Members,

I am writing today on behalf of Rockland Trust Bank to let you know that we support their recent application for Community Preservation Act funding.

Rockland Trust has proudly been a corporate sponsor of Soule Homestead for many years. We have also donated funds to their Facilities Expansion Project in order to assist with their goal of bringing more members of the community to their programs. As a community focused bank, this aligns with Rockland Trust's values. In addition to financial support, Rockland Trust employees have donated time to assist with Soule Homestead events.

Soule Homestead is now entering into its 25th year of operation and has a solid track record of caring for this town owned property. It is now seeking out this funding so that it can continue to maintain this historic farmhouse and barn so that it can continue to benefit the community for many years to come. Thousands of people attend programs, events and school programs on this site and we can think of no better use of CPA funding in the town of Middleborough. We respectfully ask that you strongly consider the Soule Homestead's request.



Barbara Cowgill  
1<sup>st</sup> Vice President/District Manager  
Rockland Trust Company



**SELF HELP INCORPORATED**

**Coordinated Family & Community Engagement Program**

The Community Action Agency of Greater Brockton and Attleboro  
780 West Main Street, Avon, MA 02322 TEL (508) 559-1666 Fax (508) 583-3808

Internet: [www.selfhelpcpc.org](http://www.selfhelpcpc.org)

"An equal opportunity employer"

Executive Director  
Jonathan R. Carlson

**LETTER OF SUPPORT**

To Whom It May Concern,

I would like to express support for the Soule Homestead Education Center's request for funding. They have been a valuable asset to the community of Middleboro and the surrounding towns for many families. The Soule Homestead provides a strong, solid foundation- through their educational events and activities- for learning to take place by discovery & exploration in a well maintained environment full of nature! This kind of exposure is so important for families and children. Please don't hesitate to call if further reasons for support are needed. I will be happy to share more with you. Thank -you.

Carol Carver  
Carol Carver  
Early Childhood Support Specialist  
Self Help, Inc. /CFCE  
508-559-1666 ext. 113

*Serving the Communities of:*

Abington, Avon, Bridgewater, Canton, Dedham, East Bridgewater, Easton, Foxboro, Franklin, Hanover, Hanson, Holbrook, Mansfield, Middleboro, Norfolk, North Attleboro, Norton, Plainville, Randolph, Raynham, Rockland, Sharon, Stoughton, West Bridgewater, Whitman, Wrentham

CRANBERRY CAPITAL  
OF THE WORLD



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

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

November 4, 2013

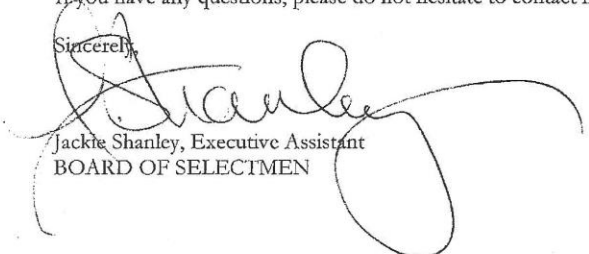
Frank Albani  
Soule Homestead Education Center  
46 Soule Street  
Middleboro, MA 02346

Dear Frank,

At its meeting held on Monday, October 28, 2013, the Board of Selectmen voted unanimously to grant permission for Soule Homestead to perform work on the house and barn located on the Soule Homestead property with CPA funds.

If you have any questions, please do not hesitate to contact me in the Selectmen's office.

Sincerely,

  
Jackie Shanley, Executive Assistant  
BOARD OF SELECTMEN

**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 Agricultural Resources – Agricultural Preservation Restriction (APR) 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 in Middleborough and approximately 34 acres in Plympton, MA. 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, 2012 and ending on June 30, 2022.

### **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, 2012 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 all 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 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 Agricultural Resources, Agricultural Preservation Restriction (APR) Program 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 1<sup>st</sup> 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 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 benefits 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 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 historic 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 purpose 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 Capitol 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 of the 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**

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.

A. The LESSEE 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.

**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, as LESSOR'S sole cost and expense, and may show the leased premises to others, and at any time within (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.

**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 the LESSOR certificates for each insurance at the time hereafter specified. Certificates may be deposited in the Town Manager's Office. 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.

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 Improvement 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 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:

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

All rent shall be paid and sent to the LESSOR at the above address. Any such notice from the LESSEE to the 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 keys, 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 operation
- 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 – Department of Agricultural Resource’s Program, the Advisory Board and LESSOR
- g. that the LESSOR shall file notice of this lease upon execution, with the Commonwealth of Massachusetts Plymouth County Registry of Deeds

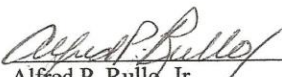



Any provision of this lease, or any plan provided for herein, may be amended by written agreement of the parties.

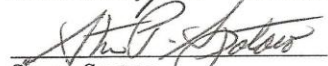
IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 28 day of June, 2012.

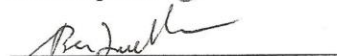
TOWN OF MIDDLEBOROUGH,  
LESSOR by:

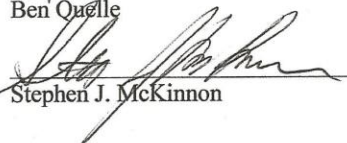
Board of Selectmen

  
Alfred P. Rullo, Jr.  
Chairman

  
Allin Frawley, Vice - Chairman


  
Steven Spataro


  
Ben Qualle

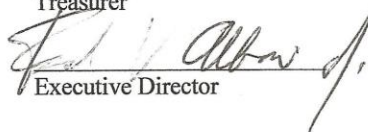
  
Stephen J. McKinnon

LESSEE by,

Soule Homestead Education  
Center Inc.,

  
President

  
Treasurer

  
Executive Director

Property Deed

BOOK 8431 PAGE 269

DONALD W. GUIDOBONI and MARY L. GUIDOBONI,  
Husband and wife,

of MIDDLEBOROUGH, PLYMOUTH County, Massachusetts,  
in consideration of the sum of ONE MILLION TWO HUNDRED AND FIFTY THOUSAND  
(1,250,000.00) DOLLARS,

grant to THE TOWN OF MIDDLEBOROUGH, a municipal corporation established  
under the laws of the Commonwealth, with an address at Nickerson Ave.,  
Middleborough, Plymouth County, Massachusetts,

✕

with quitclaim covenants

the land in MIDDLEBOROUGH AND PLYMPTON, MASSACHUSETTS, as follows:

The land, together with the buildings thereon,  
situated in said Middleboro and in said Plympton, as  
described and conveyed in Deed of Donald W. Guidoboni  
to Donald W. Guidoboni and Mary L. Guidoboni, dated  
June 21, 1979 and recorded in Book 4680, Page 303,  
Plymouth County Registry of Deeds, excepting from this  
conveyance the following described lots:

- (1.) The mill and privilege, Long Swamp Brook-for a more particular description refer to Timothy Smith's deed to Alfred and said Otis Soule, recorded at Plymouth, Book 147, folio 219, and Jacob Atwood's deed to said Otis Soule, recorded at Plymouth, Book 181, Page 180;
- (2.) Also a lot of Cedar Swamp sometimes called the Shaw Lot containing about seven (7) acres, and for further description refer to James Soule's deed to said Otis Soule, recorded in Plymouth, Book 167, Page 42;
- (3.) Also a lot of swamp lying in the Little Cedar Swamp, containing about five (5) acres, and is known as the Island Lot, about 10 rods wide and 80 rods long;
- (4.) And also our right, title and interest in and to three undivided eighth parts of one curve and a quarter in the same swamp called the Trespass Lot;
- (5.) also one undivided-third part of all the unsold lots in the new Cemetery that Otis Soule bought of Loring Bryant in connection with Ina Smith and George Cox.

THERE IS ALSO EXCEPTED from this conveyance the following described parcel of land:

A certain parcel of land on the Northerly side of Soule Street in Plympton, shown as Lot #1 on a Plan of Land entitled "Plan of Land in Plympton, Mass., Prepared for Donald W. and Mary L. Guidoboni, Scale: 1" = 40', December 30, 1986, Vautrinot & Webby co., Engineers and Land Surveyors, County Road, Plympton, Mass.", which Plan is to be recorded herewith, and said Lot #1 being more particularly bounded and described as follows:

BOUNDED on the North by remaining land of Donald W. and Mary L. Guidoboni, a distance of 565.36 feet, as shown on said Plan; BOUNDED on the West by remaining land of Donald W. and Mary L. Guidoboni, a distance of 447.62 feet, as shown on said Plan; BOUNDED on the South by Soule Street, a distance of 400 feet as shown on said Plan; BOUNDED on the East by land now or formerly of Charles A. Traniello, a distance of 485.42 feet, as shown on said Plan; and containing five (5) acres.

Location of property: Soule street in Plympton and Middleborough, Plymouth County, Massachusetts

The property hereby conveyed shall be under the management and control of the Town of Middleborough Conservation Commission and be for recreation and open space purposes, including without limitation, agricultural purposes.

The within Grantors hereby release the Town of Middleborough from any and all damages sustained by the Grantors on account of or arising out of an anticipated order of taking by eminent domain of the within described property to be made by the Board of Selectmen of the Town of Middleborough.

FOR GRANTORS' TITLE see Deed of Donald W. Guidoboni to Donald W. and Mary L. Guidoboni, dated June 21, 1979 and recorded in Book 4680, Page 303, Plymouth County Registry of Deeds. SEE ALSO Deed of Columbo Guidoboni to Donald W. Guidoboni, dated December 29, 1976 and recorded in Book 4229, Page 436, Plymouth County Registry of Deeds.

Executed as a sealed instrument this 4<sup>th</sup> day of May 19 88  
\_\_\_\_\_  
Donald W. Guidoboni  
\_\_\_\_\_  
Mary L. Guidoboni  
\_\_\_\_\_  
\_\_\_\_\_

The Commonwealth of Massachusetts  
Plymouth ss. may 4, 19 88

Then personally appeared the above named Donald W. Guidoboni and Mary L. Guidoboni

and acknowledged the foregoing instrument to be their free act and deed  
Before me Thomas F. Bowes  
Thomas F. Bowes, Notary Public - ~~XXXXXXXXXXXX~~  
My commission expires 10/8/93 19

REC'D MAY 5 1988 AT 11-20 AM AND RECORDED





## Massachusetts Cultural Resource Information System Scanned Record Cover Page

Inventory No:	MID.115
Historic Name:	Soule, A. H. House
Common Name:	Deane Farm
Address:	46 Soule St
City/Town:	Middleborough
Village/Neighborhood:	
Local No:	
Year Constructed:	c 1870
Architect(s):	
Architectural Style(s):	Italianate
Use(s):	Agricultural; Dairy; Single Family Dwelling House
Significance:	Agriculture; Archaeology, Historic; Architecture
Area(s):	
Designation(s):	
Building Materials(s):	Roof: Asphalt Shingle Wall: Wood Clapboard; Wood



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Commonwealth of Massachusetts  
Massachusetts Historical Commission  
220 Morrissey Boulevard, Boston, Massachusetts 02125  
[www.sec.state.ma.us/mhc](http://www.sec.state.ma.us/mhc)

This file was accessed on:

Tuesday, January 19, 2016 at 11:55 AM

Potential N.R.

FORM B - BUILDING

MASSACHUSETTS HISTORICAL COMMISSION  
294 WASHINGTON STREET, BOSTON, MA 02108

AREA	FORM NO.
	115

0665 - FLYNN



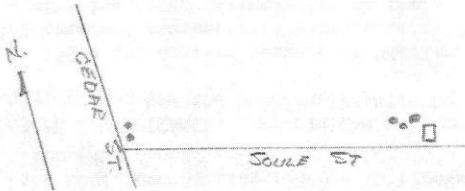
MIDDLEBOROUGH - East  
 Address 46 Soule Street  
 Historic Name A.H. Soule House

Present Dairy Farm  
 Original Farm

DESCRIPTION:  
ca. 1870  
 Source Maps and visual analysis

SKETCH MAP

Show property's location in relation to nearest cross streets and/or geographical features. Indicate all buildings between inventoried property and nearest intersection. Indicate north. R 14 Lot 20



Style Italianate  
 Architect \_\_\_\_\_  
 Exterior wall fabric Clapboard  
 Outbuildings Large barn and two  
other outbuildings  
 Major alterations (with dates) \_\_\_\_\_  
enlarged and completely updated, if  
on original foundation, aprox. 1870  
 Moved No Date \_\_\_\_\_  
 Approx. acreage 94.4 acres

Recorded by Kay Flynn  
 Organization Middleborough Historical Comm.  
 Date 3/85

Setting Located near the Plympton boarder,  
just east of Long Pond Brook intersection,  
in an agrarian setting.

(Staple additional sheets here)



**ARCHITECTURAL SIGNIFICANCE** (Describe important architectural features and evaluate in terms of other buildings within the community.)

The Deane Farm is the largest and one of the longest lived working farms in eastern Middleborough. This is an impressive dwelling due to its size and excellent condition. The date of construction is dubious as the maps indicate there were dwellings on this site as far back as 1831 and possibly 1779 with a mill. This house, however, because of its proportion and detailing is from the 1870s, possibly on an old foundation. More exterior and interior research is needed. The distinguishing characteristics of the Deane Farm are the bracketed entrance door hood, overhanging eaves with blocks on the side facades and a decorative drop pendant at the gable apex.

**HISTORICAL SIGNIFICANCE** (Explain the role owners played in local or state history and how the building relates to the development of the community.)

Through the 1800s the eastern section of Middleborough (Soule Neighborhood, Eddyville, Waterville) remained a prosperous farming community with mills as a secondary resource. There is a mill indicated directly across the street from the Deane Farm on all the maps.

The Soule family plays a significant role in development of the eastern farming community of Middleborough. The first known owner of #46 Soule Street was O. Soule in 1855 and in 1879 A. H. Soule. Descendants of George Soule, who was the thirty-fifth signer of the Mayflower Compact and who obtained his land from the Indians as part of the Twenty Six Men's Purchase. Through the generations, the lands have been sold and resold until there were only four families (as of 1968) in the Soule Neighborhood who are direct descendants, and only one bearing the name Soule. "...in the early 1900's, the neighborhood was a prosperous farming community with almost every family in business for itself: Charles Soule's duck farm, August Soule's and Albert Deane's dairy farm and Washburn and Soule's box mill."<sup>1</sup>

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(

**BIBLIOGRAPHY and/or REFERENCES** (name of publication, author, date and publisher)

<sup>1</sup>Romaine, Pg. 271-72

Maps - 1831 - 2 houses and a mill indicated  
1855 - 1 house and a sawmill across the street - O. Soule  
1879 - A. H. Soule with house and a mill across the street

Directory 1867 - "Soule<sup>Otis</sup>, farmer, Soule"  
"Soule, Augustus H., Teacher, Soule

Environmental Site Survey. Done when property was turned over. Soule Homestead has since been run as a certified organic farm so no known environmental issues since then.



400 Hingham Street, P. O. Box 369, Rockland, MA 02370-0369 ▶ (617) 871-6040

April 6, 1988  
Project No. 80302MA

Donald W. Guidoboni  
Box 91  
Soule Street  
Middleboro, MA 02346

**RE: Environmental Investigations  
Deane Farm Site**

Dear Mr. Guidoboni:

In accordance with our proposals MA88.103.0 and MA88.145.1, dated January 7, 1988 and February 26, 1988, respectively, Briggs Associates, Inc. (BAI) has completed the subsurface explorations, geophysical survey and laboratory testing described therein. This letter report summarizes the work performed and presents our conclusions regarding the presence of buried metal drums on the Deane Farm property.

#### **Test Borings**

A total of three (3) soil test borings, designated B-1 through B-3, were drilled by BAI on February 8 and 9, 1988. Test borings were installed to a maximum depth of 23.0 feet below existing ground surface to explore subsurface conditions. BAI personnel supervised the installation of three (3) groundwater observation wells, designated OW-1 through OW-3, in boreholes B-1 through B-3, respectively. Observation well locations are shown on the Site Plan included as Figure 2. Test boring logs are included in Appendix A.

Test boring B-1 was installed using a 3-1/8 inch inside diameter (ID) hollow-stem auger. Soil samples were collected at 5-foot depth intervals in accordance with ASTM D1586, "Penetration Test and Split Barrel Sampling of Soils". Test borings B-2 and B-3 were installed using the wash boring method of drilling utilizing 3-inch ID steel casing. Soil samples obtained from the test borings were classified by visual and textural examination in accordance with the Unified Soils Classification System.

A total of 9 subsurface soil samples collected during the installation of test borings B-1 through B-3 were analyzed for total ionizable compounds in the sample jar headspace using a Photovac TIP II photoionization meter. A summary of the analytical method and the analysis report are included in Appendix C.

No significant concentrations of total ionizable compounds were detected in the soil samples collected from the three (3) borings.



### Observation Well Installation

Groundwater observation wells, designated OW-1 thru OW-3, were installed in boreholes B-1 thru B-3, respectively, to obtain groundwater samples for laboratory analyses. Observation well installations were supervised by BAI and S.H. Boutwell Associates personnel.

Each well was constructed of 1.5-inch I.D. Schedule 40 Polyvinyl Chloride (PVC) casing with threaded joints. Well screen sections consisted of 10-foot lengths of 0.010-inch slotted casing. Silica sand was employed as a filter pack around the well screen to a minimum height of two (2) feet above the top of the well screen. A minimum 1.0-foot thick bentonite pellet seal was installed in each borehole above the top of the sand. Clean native material or sand was added to within one (1) foot of the surface, where necessary. A gate box was cemented in place at the surface of each well installation to provide wellhead protection from vandalism and surface water infiltration. Groundwater observation well reports with specific construction details for each well are included as Appendix B.

On February 16, 1988, groundwater samples were collected by BAI personnel from each of the three (3) observation wells installed on-site. Sampling was conducted in accordance with Environmental Protection Agency recommended protocols for equipment decontamination, sample collection, sample storage and chain-of-custody.

A teflon bailer was pre-cleaned prior to well purging using a four (4) step process: the bailer and teflon-coated cord were washed in a soap solution, rinsed in tap water, rinsed in a 20% solution of methanol in distilled water, and finally rinsed in distilled water.

Prior to groundwater sample collection, the well was purged of a minimum three (3) times the well-casing water volume using a pre-cleaned teflon bailer. Samples for laboratory testing were obtained using a teflon bailer. Each sample for volatile organic compound (VOC) analysis was stored in a pre-cleaned 40 ml glass vial with a teflon septum. Samples for VOC analysis were carefully decanted from the bailer to minimize aeration. All water samples were packed on ice in an insulated cooler for transport to the BAI analytical laboratory. A chain-of-custody sheet was completed to account for sample handling.

Each groundwater sample was analyzed for volatile organic compound (VOC) concentration by EPA Method 624. The samples collected from observation wells OW-1, OW-2 and OW-3 were assigned BAI Laboratory Nos. 7060A, 7060B and 7060C, respectively. Complete analytical laboratory reports are included in Appendix D.

No priority pollutant volatile organics (EPA Method 624) were detected (detection limit 1 µg/L) in the three (3) samples analyzed.

### Geophysical Survey

On March 22, 23 and 24, 1988, BAI personnel conducted a geophysical survey of the open field areas of the Deane Farm with the objective of detecting any large deposits of buried metal drums which may be present on the property.

A Geonics EM-31 ground conductivity meter was employed for the survey. The meter was operated in the COMP mode, measuring the inphase component of the induced magnetic field, which is related to the electrical conductivity of geologic materials. In this mode, the EM-31 has been reported to detect metal drums out to a distance of approximately 12 feet.

The survey was conducted by superimposing parallel traverse lines over the areas of concern. The area surrounding the buildings was surveyed with a traverse line spacing of twenty feet. The remainder of the open pasture land was surveyed with traverse line spacings of fifty feet. Refer to Figure 2 for a Geophysical Survey Plan depicting the approximate areas surveyed and the relative traverse line spacing.

During the course of the survey, a total of thirteen areas were identified as exhibiting electrical conductivity anomalies. Each of the anomalous areas was flagged for later subsurface exploration.

### Test Pits

On March 30, 1988, thirteen test pits were excavated by Grover Enterprises of Raynham, Massachusetts, under the supervision of BAI personnel, to explore subsurface conditions in the vicinity of electrical conductivity anomalies detected during the geophysical survey. Test pits were excavated using a Case Model 580E rubber tired backhoe. Refer to Figure 1 - Site Plan for approximate test pit locations and Appendix E for test pit logs.

No buried metal drums were detected during the excavation of the test pits. No odors indicative of petroleum product or hazardous material contamination were detected at any of the test pit locations. Electrical conductivity anomalies detected during the geophysical survey were attributed to non-hazardous buried metallic objects such as steel culvert pipe, steel cable, wire fencing and metallic household goods observed during the test pit excavations. Test pit explorations were performed to a depth at which native, undisturbed soil was observed.

