



Town of Dighton
SPECIAL TOWN MEETING
Warrant
March 28, 2019

BRISTOL, SS.

To either of the Constables of the Town of Dighton in the County of Bristol,

GREETINGS:

In the name of the Commonwealth of Massachusetts you are directed to notify and warn the inhabitants of the Town of Dighton qualified to vote in elections and Town Affairs to meet in the Dighton Middle School Auditorium on Thursday, the twenty-eighth day of March, 2019, at 7:00 P.M.; then and there to act on the following articles:

ARTICLE 1. To hear reports of the Town Officials and act thereon.

ARTICLE 2. To see if the Town will vote to raise and appropriate and/or transfer from available funds \$2,145.99 to pay prior year bills as follows

PRIOR YEAR BILLS	DEPARTMENT	FUNDING SOURCE
Dighton Surplus Sales	Board of Selectmen	\$ 11.99 transfer from available funds
Terminal Exchange	Board of Selectmen	\$ 360.00 transfer from available funds
F.J. Torres	Board of Selectmen	\$1774.00 transfer from available funds

ARTICLE 3. To see if the Town will vote to transfer from available funds the sum of \$5,000.00 to replenish account #010-2-433-0000-17-5300 Household Hazardous Waste Collection.

ARTICLE 4. To see if the Town will vote to approve the Conservation Commission to enter into a Land Management and Farming lease agreement, a copy of which has been attached hereto, for the property at 0 Council Oak Way for a period not to exceed ten years, or to take any other action relative thereto.

ARTICLE 5: To amend the Town By Laws, **Article XXXVI Departmental Revolving Funds Section 5. Authorized Revolving Funds** by amending the table to include a revolving account for the purposes of accepting funds from the Land Management Agreement for 0 Council Oak Way, from which funds would be expended by the Conservation Commission as follows:

A	B	C	D	E	F	G
Revolving Fund	Department, Board or Committee Authorized to Spend from Fund	Fees, Charges or Other Receipts Credited to Fund	Program or Activity Expenses Payable from Fund	Restrictions or Conditions on Expenses Payable from Fund	Other Requirements/Reports	Fiscal Years
Copy, Fax & Print Services	Trustees of the Dighton Public Library	Fees charged and received by the Dighton Public Library for copying, faxing & printing services	Expended for printing and copying supplies			Fiscal Year 2019 and subsequent years
Fines	Trustees of the Dighton Public Library	Fines and monies received by the Dighton Public Library for overdue, lost, and/or damaged materials	Replacement of Library materials			Fiscal Year 2019 and subsequent years
Prime Time	Council on Aging Board	Fees charged and receipts of the Prime Time (Adult Day Supportive Care) program	Expended for the purpose of running the program	Wages of full-time employees shall be paid from the annual budget appropriation of the Prime Time Department and not from the Fund		Fiscal Year 2019 and subsequent years
Council Oak Land Management	Conservation Commission	Payments from farming agreements	Management and maintenance of conservation properties.			Fiscal Year 2019 and subsequent years

ARTICLE 6. To see if the Town will vote pursuant to M.G.L. c. 44, sec. 53 E ½ to establish the limit on the total amount that may be expended during FY 2019 from the Council Oak Land Management revolving fund adopted under Article 5 of the warrant, as follows:

Fund:
Council Oak Land Management

FY 2019 Spending Limit:
\$450

ARTICLE 7. To see if the Town will vote to transfer from PEG access and cable related funds to be expended by the Cable Television Committee the sum of \$20,000 to fund legal services for negotiation of the cable television license.

ARTICLE 8. To see if the Town will vote to transfer from the Article 10 of Special Town Meeting of October 15, 2018 a sum of \$5,600 to budget 422 Highway Construction and Maintenance to fund remaining FY19 expenses.

ARTICLE 9. To see if the Town will vote to appropriate from available funds a sum of \$60,102 in anticipation of reimbursement to meet the Town's share of the cost of work for State Aid Construction and Maintenance for Fiscal Year 2019 for the purpose of expending funds for capital improvements of local roads under "Transportation Bond Issue" (Chapter 90).

ARTICLE 10. To see if the Town will vote to transfer from available funds a sum not to exceed \$150,000 to purchase the property at 949 Somerset Avenue.

ARTICLE 11. To see if the Town will vote to transfer from available funds a sum not to exceed \$60,000 to repair the roof on the property at 949 Somerset Avenue and to remediate interior damages, or take any other action relative thereto.

ARTICLE 12. To see if the Town will vote to transfer from available funds, the sum of \$35,000 for the purchase of land on Brook Street listed as Map 13, Lot 92 and as further described in Book 8237, Page 255 in the Bristol County/North Registry of Deeds.

ARTICLE 13. To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 41, Section 110A, which states, "any public office in any city or town may remain closed on any or all Saturdays as may be determined from time to time, in a city by the city council, subject to the provisions of the city charter, or, in a town, by vote of the town at a special or regular town meeting, and the provisions of section nine of chapter four shall apply in the case of such closing of any such office on any Saturday to the same extent as if such Saturday were a legal holiday."


ARTICLE 14. To act upon any other business that lawfully may be introduced at said meeting.

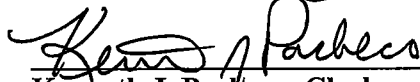
And you are directed to serve this warrant by posting attested copies thereof at each of the post offices, at the Town Hall and at the main Fire Station, all in said Dighton, fourteen days at least before the time of holding said meeting.

Hereof fail not and make due return of this warrant with your doings thereon to the Town Clerk at the time and place of meeting as aforesaid.

Given under our hands this 13th day of March in the year of our Lord the Two Thousand Nineteenth.

BOARD OF SELECTMEN


Brett R. Zografos, Ph.D., Chairman



Kenneth J. Pacheco, Clerk


Nancy J. Goulart, Member

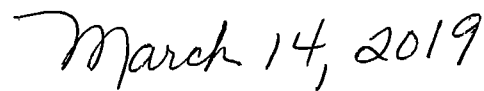
A true copy

Attest: 
TOWN CLERK

Posted as directed:


CONSTABLE

Date:





Town of Dighton
CONSERVATION COMMISSION
979 Somerset Avenue
Dighton, MA 02715
Tel: (508) 669-6431
Fax: (508) 669-5667

AGREEMENT FOR LAND MANAGEMENT SERVICES

0 COUNCIL OAK WAY

Mr. Ken Araujo & Dighton Conservation Commission

This Agreement For Land Management Services (Agreement) is made and entered this _____ day of _____, 2019 by and between Dighton Conservation Commission, Dighton, MA, whose office is located at 1111 Somerset Avenue, Dighton, MA 02715 (Commission) and Kenneth Araujo, whose primary address is 1522 Williams Street, Dighton, MA 02715 (Farmer), and the parties agree that:

1. **ACCESS TO THE PROPERTY.** The Commission grants to the Farmer the right to enter upon the real property shown on Exhibit A, attached, known as 0 Council Oak Way (Property).

Farmer can enter upon the Property at the gate on Elm Street and travel along a dirt road to the Property.

2. **TERM.** The term of the Agreement is five (5) years, beginning _____ 2019 and ending _____, 2024. It is expressly understood by the Farmer that proof of insurance coverage must be provided to the Commission annually at the time of insurance renewal. There shall be one option to renew for an additional five (5) years at the discretion of the Conservation Commission.

3. **USE.** The Farmer is an experienced and responsible farmer, recognizing acceptable agricultural uses and the rights listed in the Right to Farm By Law. The Farmer shall ensure compliance with this Agreement and any and all applicable federal, state, and local laws. The use of the Property will be limited to active agricultural use for the cultivation of vegetables or hay. The Farmer will provide for the management and operations of a farm at the Property in a manner that assures the highest quality of professional services to the Town and is in accordance with accepted standards and practices in modern farming. The Farmer will ensure maintenance and cleanliness of the facility to the highest professional quality. Under no circumstances is the stump of the Council Oak Tree to be disturbed, molested, damaged, altered or otherwise affected.

The Farmer will manage any enhancements or improvements to the land, subject to the Commission's review and approval. The Farmer will assume oversight of any and all tasks or functions that may be necessary to successfully operate 0 Council Oak Way as a farm as may be assigned by the Town from time to time.

4. IMPROVEMENTS AND SIGNS. Farmer must obtain prior written approval and consent of the Commission or its designee before making any improvements to the Property. Any improvements approved by the Commission or its designee become the property of the Commission if the improvements remain on the Property when the Agreement is terminated.

The Farmer cannot erect any signs or other advertisements or notices on the Property without the specific written approval of the Commission or its designee. This shall not pertain to signage associated with pesticide, herbicide, or similar applications.

The Farmer shall maintain the property in times of dormancy during the term of this Agreement, including but not limited to any debris or rubbish which may accumulate there.

5. INSURANCE AND INDEMNIFICATION. The Farmer shall provide proof of insurance coverage as required by this Agreement. Insurance coverage can be no less than that required by the Commission. The Town of Dighton shall be named as an additional insured.

The Farmer agrees to indemnify and pay on behalf of the Commission, as well as provide a legal defense for the Commission, both of which will be done only if and when requested by the Commission, for all claims, suits, actions, damages, penalties, interest, liability and expenses in connection with the loss of life, bodily or personal injury, environmental damage or liability, and property damage resulting from the Farmer's use of the Property.

6. TERMINATION. The Agreement is personal to the Farmer and may not be assigned or transferred. The Commission has the right to terminate the Agreement on ten (10) days written notice to the Farmer at the following address 1522 Williams Street, Dighton, MA 02715. The Farmer agrees to notify the Commission in the event it wishes to relinquish its rights under the Agreement by written notice sent to: Dighton Conservation Commission, 1111 Somerset Avenue, Dighton, MA 02715.

7. FEE PAYMENT. The annual fee for the use of the Property is \$ 1,800.00. The fee is to be paid on or before the first of each month in equal payments of \$150.00. The fee is payable to the Dighton Conservation Commission.

Failure to pay the fee in a timely manner will result in the termination of the Agreement.

The fee for the first year will include an amount of the yearly fee prorated monthly retroactive to the start of this Agreement.

8. **DISCLAIMER.** The Commission does not warrant or represent that the Property is safe or suitable for the purpose for which the Farmer is permitted to use it, and the Farmer assumes all risks in its use. This Agreement is not a disposition of real estate but grants a revocable license only, and does not allow a change of use of the property which is presently and historically agricultural land. The Conservation Commission enters into this Agreement in furtherance of its mission under M.G.L. c. 40, § 8C, to acquire, maintain, improve, protect, limit future use of or otherwise conserve and properly utilize open spaces in land within the Town of Dighton, and to manage and control the same.

Signed and sealed and delivered in the presence of:

Dighton Conservation Commission by
and through its duly authorized
Chairman:

By: _____

William Frenette, Chairman

Kenneth J. Araujo

1522 Williams Street

Dighton, MA 02715

By: _____

Kenneth J. Araujo