

AGENDA
Board of Selectmen Meeting
Remote Location Meeting
April 23, 2020 – 6:00 PM

**PLEASE ASK IF ANYONE IS RECORDING THE MEETING
AND ANNOUNCE CABLE TAPING (IF PRESENT)**

1. In accordance with the Governor's Order Suspending Certain Provisions of the Open Meeting Law, G.L. c.30A, §20, relating to the 2020 novel Coronavirus outbreak emergency, the April 23, 2020 public meeting of the **Board of Selectmen** shall be physically closed to the public to avoid group congregation. **However, to view this meeting in progress, please go to [facebook.com/lakecam](https://www.facebook.com/lakecam) (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**
2. 6:00 PM Meet with Park Commission to discuss the structure of the Park Department
3. Review quotes and vote to award contracts for the drainage projects at the Karate Studio and Soccer Field at Ted Williams Camp
4. Discuss and vote to extend real estate tax deadline to June 1, 2020
5. New Business
6. Old Business
7. Any other business that may properly come before the meeting

Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Board of Selectmen arise after the posting of this agenda, they may be addressed at this meeting.

AGENDA ITEM #1
APRIL 23, 2020

In accordance with the Governor's Order Suspending Certain Provisions of the Open Meeting Law, G.L. c.30A, §20, relating to the 2020 novel Coronavirus outbreak emergency, the April 23, 2020 public meeting of the **Board of Selectmen** shall be physically closed to the public to avoid group congregation. **However, to view this meeting in progress, please go to [facebook.com/lakecam](https://www.facebook.com/lakecam) (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**

AGENDA ITEM #2
APRIL 23, 2020

**MEET WITH PARK COMMISSION TO DISCUSS
THE STRUCTURE OF THE PARK DEPARTMENT**

Tracie

Structural Changes to Park Maintenance and Operations

New

Park Maintenance:

(Reporting in to Highway through foreman up to Superintendent of Streets)

Parks Maintenance Supervisor, Year-Round (paid for by Highway and working in the parks) and currently being advertised for \$52,000.

Full Time Laborer, Year-Round (paid for by parks but reports up though the Highway chain) Salary \$42,000.

(2) Seasonal Maintenance workers at various parks (paid for by parks but reports up though this chain) Should be no increase from current budget, but need the split between maintenance positions and lifeguard/concession stand to verify.

All equipment purchases and maintenance associated with the park grounds will now be the responsibility of the Highway Department.

Grounds equipment and repair will be all be a subset of the Highway Department in budget and where appropriate charged to parks under indirect charges.

Current Parks Projects to be completed by Highway

Karate Studio drainage/paving project

Soccer Field drainage project

Regular maintenance will be on a schedule set by Highway Department, issues will be taken care of under this are things like: grass cutting, weed wacking, side arm mowing, tree cutting and pruning.

However, information on special projects and requests should be shared as soon as possible by a park's liaison to Superintendent of Streets to add to task list in a manner that makes operational efficiency a top priority.

Safety issues are to be immediately reported to Parks Maintenance Supervisor or Highway Superintendent if unavailable.

Special equipment needed by the parks to operate will be agreed upon and readily accessible.

Parks Operations:

(Reporting Parks Committee)

Events Management Companies

Use of parks locations for events

Leagues

PT Clerk

PT Maintenance (Bob Beech)

PT Maintenance (Formerly Linda) Position is currently being advertised

Clear Pond Supervisor

Seasonal Lifeguards

Seasonal Concession (minus out maintenance and rework job descriptions)

Daily Trash in all parks

**AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
TOWN OF LAKEVILLE
AND
THE BARTENDING SERVICE OF NEW ENGLAND, LLC**

This Amendment is made and entered into this 4th day of October, 2017, by and between the Town of Lakeville, acting by and through its Board of Selectmen (hereinafter referred to as the "Town"), with a usual place of business at 346 Bedford Street, Lakeville, Massachusetts and The Bartending Service of New England, LLC, with a usual place of business at P.O Box 425, Middleborough, Massachusetts, 02346 (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, on May 14, 2014, the Town entered into an Agreement with the Contractor to provide Professional Bartending Services through a contract for the Loon Pond Lodge and/or Grounds at the Ted Williams Camp located at 28 Precinct Street, Lakeville, Massachusetts, (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement by executing the Town's option in the original Agreement to extend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

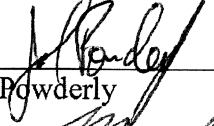
1. Extension of Agreement: This Agreement shall be in effect for a one (1) year period, effective from the original expiration date May 14, 2017. The new expiration date of the contract shall be December 31, 2018.
2. Fee for Services: The CONTRACTOR shall pay to the TOWN the sum of Twenty (20%) Percent of their Total Monthly Sales of Alcoholic and Non-Alcoholic Beverages at the Premises as full and complete consideration for the Contract.
3. The parties agree that all other provisions of the Agreement shall remain the same and shall continue in full force and effect.
4. This Amendment, together with the other components of the Agreement documents, constitutes the entire agreement between the parties, with no other agreements other than those incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

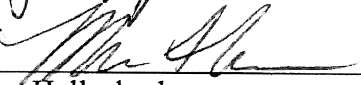
TOWN OF LAKEVILLE
BOARD OF SELECTMEN



Aaron Burke, Chairman




John Powderly



Miriam Hollenbeck

CONTRACTOR

By: 

Title: _____

Date: 10/4/17

EVENT MANAGEMENT AGREEMENT

**Loon Pond Lodge
Ted Williams Camp
28 Precinct Street
Lakeville, MA**

This Event Management Agreement (the "Agreement"), is entered into on this 1st day of November, 2017 (the "Commencement Date"), by and between the Town of Lakeville, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of 346 Bedford Street, Lakeville, Massachusetts 02347 (the "Town"), and Southeast Event Management, LLC, a Massachusetts limited liability company, with its principal place of business at 13 West End Avenue, Middleboro, MA 02346 (the "Manager"). The Town and the Manager together may be referred to herein as the "Parties".

Recitals

WHEREAS, the Town is the owner of a parcel of land located at 28 Precinct Street, Lakeville, Massachusetts, together with the buildings and improvements thereon, known as the Loon Pond Lodge on the grounds of the Ted Williams Camp (the "Property"); and

WHEREAS, on May 11, 2017, the Town issued a Request for Proposals (the "RFP"), a copy of which is on file with the Town's Procurement Officer, the terms of which are incorporated herein by reference, soliciting proposals for an entity qualified to professionally manage the Property, including renting the Property for private events and functions to be held within the Lodge building and for use for Town-related meetings and/or other events, all as is more particularly described herein; and

WHEREAS, the Manager submitted a proposal in response to the RFP (the "Proposal"), a copy of which is on file with the Town's Procurement Officer, the terms of which are incorporated herein by reference, and was awarded this contract pursuant to the RFP selection process; and

WHEREAS, the Town and the Manager desire to enter into this Agreement to set forth the terms and conditions under which the Manager will ensure that the Property will be booked and managed for private events and functions and properly operated and maintained as is set forth herein,

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration each to the other paid, receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – PROPERTY

1.1 Property. The Property to be managed by the Manager is located at 28 Precinct Street, Lakeville, Massachusetts. The Property contains 7,536 square feet of building space and includes a large function room with a seating capacity of 182, and two smaller rooms with

seating capacities of 46 and 91, a kitchen which can be used for food preparation only, and two restrooms, together with outdoor space adjacent to the building.

1.2 Control of Property. The Property shall remain under the custody and control of the Town, acting by and through the Park Commission. The Town hereby assigns the Manager the right to enter the property for all purposes permitted under this Agreement and to enter written agreements with users of the Property and to arrange for and permit the use of the Property by third parties all as is more particularly set forth hereinbelow.

1.3 Town Use of Property – The Town reserves the right to use the Property for Federal, State and Local Elections and certain Town-sponsored functions. The Manager shall not schedule any events on the Property on any Election Day. The Town shall work in good faith with the Manager to notify the Manager of upcoming Election Days and to reserve the Property for elections and Town-sponsored functions by giving as much advance notice as is reasonably possible.

1.4 Condition of Property. The Property is delivered to the Manager, and the Manager accepts the Property, in its present condition, “AS IS,” it being agreed that the Manager has had an opportunity to examine and inspect the Property, and accepts the Property without any representation or warranty, express or implied, in fact or by law, on the part of the Town and without recourse to the Town. The Town has made no representations or warranties of any kind with respect to the Property for its use for any particular purpose.

ARTICLE 2 – TERM

2.1 Term of Agreement. Subject to the terms, provisions, covenants, and conditions of this Agreement, the Term of this Agreement shall be three (3) years beginning on the date first written above and ending on the third anniversary thereof. The Manager shall not enter into any Usage Agreements (as defined below) after receiving notice that the Term of this Agreement shall not be extended. The Town shall afford the Manager all necessary use and access to the Property so that the Manager can fulfill its obligations pursuant to a Usage Agreement for an event occurring after the end of the Term unless such Usage Agreement is assigned pursuant to Section 2.2.1 below.

2.2 Early Termination. The Parties agree that after twelve (12) months and again after twenty-four (24) months of the Term shall have elapsed, the Town, with the cooperation of the Manager shall perform a review of this Agreement and the Manager’s performance hereunder. In the event that the Town determines in its reasonable discretion that the Performance Criteria (as defined in Section 9.1 below) have not been substantially and satisfactorily met, the Town, at its sole option, shall have the option to terminate this Agreement upon fourteen (14) days’ written notice to the Manager. The Manager shall not enter into any Usage Agreements after receiving notice of termination of this Agreement.

2.2.1 Assignment of Contracts. Any agreement for the use of the Property entered into by the Manager (a “Usage Agreement”) shall include provisions for the assignment thereof from the Manager to the Town of Lakeville or its assigns in the event

that this Agreement is terminated for any reason during the term of any such usage agreement or other form of contract.

2.2.1.1. To the extent that a Usage Agreement is assigned from the Manager to the Town, and the Town is satisfied in its sole discretion that it can reasonably perform (either directly or with the assistance of third parties selected by the Town) all material terms and conditions of such Usage Agreement, subject to the approval of Town Counsel, the Town shall agree to indemnify and hold harmless the Manager from liability associated with such assigned Usage Agreement to the extent permitted by law. Without limiting the foregoing, the transfer from the Manager to the Town (or as the Town may otherwise direct) of any and all deposits held or otherwise collected by the Manager in connection with the Usage Agreement, shall be a prerequisite to any agreement to indemnify and hold harmless the Manager. Any such agreement by the Town to indemnify and hold harmless the Manager in connection to a Usage Agreement shall only be effective if in writing and signed by the Board of Selectmen. In the event the Town does not agree to indemnify and hold harmless the Manager then the Usage Agreement shall be assigned to the successor entity that the Town selects to act as its new manager, if any.

2.2.1.2 To the extent that a Usage Agreement is assigned from the Manager to the new successor entity selected by the Town to serve as the manager, and said new entity is satisfied in its sole discretion that it can reasonably perform all material terms and conditions of such Usage Agreement then it shall agree to indemnify and hold harmless the Manager from liability associated with such assigned Usage Agreement to the extent permitted by law. Said indemnification must be in writing to be binding upon the parties. Without limiting the foregoing, the transfer from the Manager to the new entity of any and all deposits held or otherwise collected by the Manager in connection with the Usage Agreement, shall be a prerequisite to any agreement to indemnify and hold harmless the Manager.

2.2.1.3. To the extent that the Town and the successor entity, if any, has either (i) not agreed to indemnify and hold harmless the Manager in connection with a Usage Agreement, or (ii) agreed to partially indemnify and hold harmless the Manager in connection with a Usage Agreement, the Manager shall remain liable under the terms of such Usage Agreement to the extent applicable and the Manager shall also be legally entitled to full use of the Property to perform all obligations of the terms of this Agreement. The Town shall afford the Manager all necessary use and access to the Property so that the Manager can fulfill its obligations pursuant to the Usage Agreement that the Town and or a new entity refused to provide the Manager with indemnification for.

2.3 Extension Term. The Term may be extended for an additional term of up to three (3) years by mutual written agreement of the Parties, provided however, that the Manager has

substantially complied with all material terms and conditions of this Agreement.

ARTICLE 3 – MANAGEMENT FEE

3.1 Management Fee. The Management Fee to be paid by the Town to the Manager shall be \$3,000.00 per month for the first year of the Term; \$3,200.00 per month for the second year of the Term; and \$3,400.00 for the third year of the Term. Any partial months of the Term shall be pro-rated based on a 30-day month.

3.2 The Manager shall be solely responsible for all costs and expenses for its own staff as may be necessary to hold events, including set-up, break down and cleaning of the Property, however, custodial services for the Property shall be performed by a third party under contract with the Town.

3.3 The Manager is expected to, at a minimum, meet the prior year's revenues. "Revenues" shall be defined as follows: Twenty percent (20%) of all monies collected from caterers, Twenty percent (20%) of all liquor sales collected by the Bartending Service of New England, (it being understood that this shall only apply to revenues derived from the sale of alcoholic and non-alcoholic beverages alone), and One Hundred percent (100%) of all facility usage fees. To the extent that the Manager exceeds \$160,000.00 in revenues during each year of the Term, less custodial services fee income, the Manager shall receive a monetary bonus in the amount of 20% of revenues in excess of \$160,000.00 in addition to the flat rate management fee. For example, if annual revenues (excluding custodial services fees) are \$200,000.00, then the monetary bonus shall be \$8,000.00. Failure to meet the revenues of \$140,000.00 during years 2 and 3 of the Term shall result in the reduction of the management fee for the following year in the amount of 20% of the Management Fee applicable to the following year of the Term. The provisions of this paragraph shall be reviewed after each year of the Term and, subject to the mutual agreement of the Town and the Manager, may be modified by written agreement. If a mutual agreement cannot be reached, the provisions of this paragraph shall remain in place.

3.4 Recordkeeping. Proper books and records of all Revenues shall at all times be kept by the Manager and subject to inspection and audit by the Town. The Manager shall at all times keep and maintain complete and accurate records of all usage or rental agreements, income, costs, and expenses in any way related to the Property. The Manager shall provide the Town with an annual report reflecting all such information and such other information as the Town may reasonably request. Such report shall be provided to the Town within 90 days of each anniversary of the Commencement Date. The Manager agrees to meet from time to time with the Town for purposes of reviewing such records and discussing the management of the Property. At any time, the Manager shall have the right to inspect and audit the books and records of the Town relating to this Agreement.

ARTICLE 4 – PERMITTED USES

4.1 Permitted Uses. The Property shall be used exclusively for the following purposes (the "Permitted Uses"):

(i) Event/Function space: The Manager shall make available the areas designated for event/function space to parties upon request. Town elected or appointed boards or committees, (including use for elections and Town-sponsored events) shall be permitted to use the event/function space for no fee.

(ii) Open Space/Recreational Use: The Manager shall make available designated exterior areas of the Property for open space and passive and active recreational uses. Town elected or appointed boards or committees shall be permitted to use the exterior areas for no fee.

(iii) The serving of alcohol on the Property shall only be permitted under a current and valid liquor license issued applicable to the Property.

ARTICLE 5 – MANAGER’S SERVICES

5.1 During the Term, the Manager shall provide the following services at its sole cost and expense. Where an asterisk (*) appears below, it is anticipated that the Manager will work collaboratively with the Town’s Park Commission to provide the services.

1. Book and maintain a schedule of all events at the Property
- *2. Create a marketing plan, including advertising, resulting in a maximization of booked events and programming and update as necessary
3. Handle all inquiries for use of the Property
4. Provide tours of the Property to prospective users including providing all relevant and necessary information regarding the rental and use of the Property
- *5. Implement written policies and procedures for appropriate use of the Property
- *6. Establish rates, fees, and other charges (collectively, “Charges”) for use of the Property and prepare a written schedule of Charges for prospective Users
- *7. Coordinate forms of contracts for events (to be executed by the Manager and User)
8. Execute all contracts and keep proper records thereof
9. Coordinate User selection of caterers, bartenders, florists, photographers, and other vendors for events (collectively, “Vendors”)
10. Collect all Charges from Users and Vendors and remit to the Town on the first and fifteenth day of each month (or the next business day thereafter if falling on a weekend or holiday).
11. Coordinate all services to be provided by Vendors at events

12. Coordinate manage, and supervise any staff providing services at events
- *13. Coordinate, manage, supervise and oversee all aspects of the events held at the Property, including without limitation, staff, public safety, set up, break down, cleaning and custodial services and trash removal. Trash shall be deposited into a dumpster on-site that will be provided and emptied by the Town. (Custodial services for the Property shall be performed by a third party under contract with the Town.)
14. Become aware of and ensure compliance with all Board of Health rules, regulations and other requirements applicable to the Property and events held thereon
15. Ensure compliance with all applicable requirements relating to the liquor license for the premises and ensure compliance therewith. (The liquor license will be held by a third party)
16. Coordinate with the Lakeville Police Department and Fire Department to ensure compliance with its requirements regarding public safety
17. Ensure that all Vendors have appropriate insurance in place before entering the Property and keep proper records thereof
18. Maintain proper and accurate records for all of the above (as applicable)
19. Upon request, prepare and provide the Town with a summary report of all activity at the Property including costs, expenses and revenues and such other information as the Town may reasonably require
20. Such other services as the Town may reasonably request

ARTICLE 6 – TOWN’S SERVICES AND RESPONSIBILITIES

6.1 The Town shall be responsible for any required capital improvements, maintenance, and repairs to the Property and for the payment of all utilities serving the Property. The extraordinary use of utilities for events scheduled by the Manager (e.g., large quantities electricity or water) may be subject to a charge to the Manager or the user for such usage.

6.2 Events will be serviced by caterers and bartenders that have been procured and approved by the Town and such caterers and bartenders will supply all food and beverages to the site which have been primarily prepared off-site.

6.3 The caterers and bartenders will be paid by the party booking the event. Pursuant to existing contracts with the Town, the caterers and bartenders servicing the events will pay to the Town a percentage of their revenues. Rental fees for the grounds are also paid to the Town by the party booking the event.

6.4 Casualty Insurance. The Town shall keep and maintain property and liability insurance coverage insurance on the Property and other Improvements in such amounts as the Town may determine in its sole discretion.

ARTICLE 7 – REPAIRS AND MAINTENANCE

7.1 Repair and Maintenance. Throughout the Term of this Agreement, the Manager, at its sole cost and expense, shall be responsible for any damage to the Property occurring during events excluding damage caused as the result of the Town's negligence or force majeure which shall be the responsibility of the Town. Repairs or replacement of property so damaged shall be performed by and at the sole cost and expense of the Manager.

7.2 The Manager shall keep the walkways on the Property in good order and condition. The Manager shall keep the Facility and the surrounding exterior of the Facility free of accumulations of rubbish, and shall use all reasonable precautions to prevent waste, damage or injury to the Facility. The Town shall provide snow and ice removal/treatment on the driveways, parking areas, and walkways serving the Property.

ARTICLE 8 – INSURANCE AND INDEMNITY

8.1 Liability Insurance. Throughout the Term of this Agreement, the Manager shall maintain, for the benefit of the Town and the Manager, and naming the Town as an additional insured, the following insurance: (i) commercial general liability insurance, written on an occurrence basis, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) bodily injury and property damage liability, combined single limit of not less than Three Million Dollars (\$3,000,000.00) annual aggregate limit, insuring against any and all liability of the Town and the Manager, including, without limitation, coverage for contractual liability and broad form property damage, with respect to the Property or arising out of the maintenance, use, or occupancy of the Property; such liability insurance shall be primary and not contributing to any insurance available to the Town, and the Town's insurance shall be in excess thereto.

No alcoholic beverages shall be served or consumed on the Property unless the Manager, or its vendor, shall have a valid and current license to serve alcoholic beverages on the Property, and have in place such liquor liability coverage as is set forth hereinabove.

8.2 Personal Property Insurance. Throughout the Term, the Manager shall maintain personal property insurance insuring all of its equipment, trade fixtures, inventory, fixtures and personal property located on or in the Property for perils in amount at least equal to the full replacement cost thereof.

8.3 Insurance Carriers, Policies. All insurance provided for in this Article 8 shall be effected under valid and enforceable policies, issued by insurers of recognized responsibility and authorized to do business in Massachusetts and having a so-called Best's Rating of "A" or better, or, if such rating is no longer issued, an equal or better rating by a successor insurance carrier rating service reasonably acceptable to the Town. The Manager shall submit duplicate originals

of all the policies required to be carried hereunder on the Commencement Date and on each anniversary thereof, or at the Town's reasonable request.

8.4 Adjustment. All policies of insurance provided for in Article 8 hereof shall name the Town as an additional insured. The loss, if any, under such policies shall be adjusted with the insurance companies by the Manager and shall be payable to the Manager and the Town as the loss payees as their interests may appear. All such policies shall provide that the loss, if any, thereunder shall be adjusted and paid as hereinabove provided. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of any of the Manager Parties (as defined in Section 8.6 below) shall affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

8.5 Non-cancellation. Each policy or binder issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written notice to the Town and the Manager.

8.6 Indemnification. (a) The Manager shall defend (with counsel reasonably acceptable to the Town), indemnify and save the Town Parties (as defined below) harmless against and from any and all claims, damages, losses, actions, liabilities, penalties, costs, expenses and fees (including without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by or asserted against the Town Parties by reason of any of the following occurrences:

(i) any services or work done or action taken during the Term of this Agreement in, on or about the Property or any part thereof, by the Manager or by any other party other than the Town and its employees, contractors, agents, or representatives (collectively with the Town, ("the Town Parties");

(ii) any use, non-use, possession, occupation, tenancy, condition, operation, maintenance or management of the Property or any part thereof, including any sidewalk or curb on the Property, during the Term of this Agreement by the Manager or any other party other than the Town Parties;

(iii) any negligence or willful misconduct on the part of the Manager or any of its agents, contractors, servants, employees, tenants, occupants, operators, invitees, visitors, guests, or users of any portion of the Property (collectively with the Manager, the "Manager Parties");

(iv) any accident, injury or damage to any person or property occurring on the Property or any part thereof, including any sidewalk or curb on the Property, except to the extent the same occurs solely as a direct result of the gross negligence or wrongful act of any of the Town Parties. Any injuries or damage resulting from the Town's removal or failure to remove snow and ice shall be the sole responsibility of the Town; and

(v) any failure on the part of the Manager to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this

Agreement on its part to be performed or complied with.

(b) If the Town obtains separate counsel due to reasonable concerns that its interests and that of the Manager may be adverse or that counsel provided by the Manager may have a conflict in interest or is not providing effective representation of the Town, then the reasonable expenses of such separate counsel shall be at the Manager's expense.

(c) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town which would exist at common law or under any other provision of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 8. This Agreement is made on the express condition that the Town shall not be liable for, or suffer loss by reason of, any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Property, specifically including any damage or injury to the person or property of the Manager or any of the Manager Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Property, except to the extent caused directly by the gross negligence or willful misconduct of the Town.

(d) The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.

(e) To the maximum extent this Agreement may be made effective according to law, the Manager agrees to use and occupy the Property at the Manager's own risk, and the Town shall have no responsibility or liability for any loss or damage to fixtures or other personal property of the Manager or any person claiming by, through or under the Manager.

(f) The provisions of this Section 8 shall survive termination or expiration of this Agreement.

ARTICLE 9 – PERFORMANCE CRITERIA

9.1 Manager's Performance Criteria. During the Term and any extension thereof, the Manager's performance of the management of the Property shall be evaluated by the Town according to the following criteria:

- (i) Use of the Property and amount of usage fees collected;
- (ii) Development and implementation of marketing and advertising campaigns for the use of the Property as a venue for functions and events and other appropriate uses;
- (iii) The Services provided as described in Article 5;
- (iv) Financial performance of the Property in relation to the Manager's pro forma;

- (vi) Sufficiency and accuracy of recordkeeping; and
- (vii) Compliance with terms of this Agreement.

ARTICLE 10 – BREACH AND TERMINATION

10.1 Breach of Agreement. Each of the following events shall be deemed breach of this Agreement, hereinafter, an “Event of Default” hereunder:

(a) The Manager shall fail to pay, as and when due, any payment due under this Agreement, and such failure shall continue for a period of thirty (30) days after notice from the Town to the Manager;

(b) The Manager fails to remain in good standing with the Secretary of the Commonwealth as a limited liability company authorized to do business in the Commonwealth.

(c) If the Manager shall fail to maintain any insurance required to be maintained by the Manager hereunder;

(d) If the Manager shall fail to perform or comply with any of the other terms, covenants or conditions in this Agreement and such failure shall continue for a period of ten (10) business days after notice from the Town to the Manager specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such ten (10) business day period, within such additional time reasonably necessary provided the Manager commences to cure the same within such five (5) day period and thereafter prosecutes the curing of such default with diligence (but in no event shall such additional period exceed sixty (60) days); and

(e) If the Manager shall initiate the appointment of a receiver to take possession of all or any portion of the Manager’s property for whatever reason, or the Manager shall make an assignment for the benefit of creditors, or the Manager shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against the Manager any such proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal.

10.2 Remedies. Upon an Event of Default, the Town at any time thereafter may give written notice to the Manager specifying such Event or Events of Default and stating that this Agreement and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice. Upon the date specified in such notice, this Agreement and the Term hereby demised and all rights of the Manager under this Agreement shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Agreement shall remain in full force and effect), and the Manager shall remain liable as hereinafter provided. Upon such termination, the Town may re-enter the Property and dispossess the Manager and anyone claiming by, through or under the Manager by summary proceedings or other lawful process.

10.3 No Waiver. No failure by either the Town or the Manager to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either the Town or the Manager, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by the Town or the Manager of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

10.4 Injunctive Relief. In the event of any breach or threatened breach by the Manager of any of the agreements, terms, covenants or conditions contained in this Agreement, the Town shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Agreement.

10.5 Remedies Cumulative. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by the Town or the Manager of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 11 – NONDISCRIMINATION COVENANTS

11.1 Non-Discrimination. With respect to its exercise of all rights and privileges granted herein, the Manager agrees that neither the Manager nor its successors in interest, licensees, operators, and assigns shall discriminate against any person, employee, contractor or applicant for employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, handicap, veteran status or any other basis prohibited by law in the Manager's use of the Property, including the hiring and discharging of employees, contractors, the provision or use of services, the selection of suppliers and contractors, and the selection of users of the Property.

11.2 Non-Compliance. The Manager shall defend, indemnify and hold the Town Parties harmless from and against any and all Claims of third persons resulting from the Manager's non-compliance with any of the provisions of this Article 11. The provisions of this Section 11.2 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 12 – MISCELLANEOUS

12.1 Amendments to Agreement. This Agreement may not be amended, modified, supplemented or extended except by a written instrument executed by the Town and the

Manager.

12.2 Assignment by Manager. The Manager shall not assign this Agreement or any interest in this Agreement without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion.

12.3 Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing and shall be delivered by hand, nationally recognized overnight express commercial service such as "Federal Express" (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, return receipt requested, addressed if to the Manager to:

Southeast Event Management, LLC
13 West End Avenue
Middleboro, MA 02346

With a copy to: John N. Cannavo
Sims & Sims, LLP
53 Arlington Street
Brockton, MA 02301

or to such other address as the Manager may from time to time designate by written notice to the Town, or if to the Town addressed to:

Town of Lakeville
346 Bedford Street
Lakeville, MA 02347
Attn: Town Administrator

With a copy to: Mark R. Reich, Esq.
KP Law, P.C.
101 Arch Street
12th Floor
Boston, MA 02110

or to such other address as the Town may from time to time designate by written notice to the Manager, or to such other agent or agents as may be designated in writing by either party. The earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

12.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.5 Integration. All prior understandings and agreements between the parties with respect to this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the parties.

12.6 Bind and Inure. The covenants and agreements herein contained shall bind and inure to the benefit of the Town, its successors and assigns, and the Manager, its successors and assigns.

12.7 Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

12.8 Massachusetts Law Governs. This Agreement shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

12.9 Time of the Essence. Time shall be of the essence hereof.


12.10 No Partnership or Joint Venture. Nothing contained under this Agreement shall be construed to create a partnership or joint venture between the Town and the Manager or to make the Town an associate in any way of the Manager in the conduct of the Manager's business, nor shall the Town be liable for any debts incurred by the Manager in the conduct of the Manager's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of the Town and the Manager.

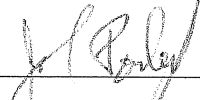
[Signatures on following page]

EXECUTED as of the date first set forth above.

TOWN OF LAKEVILLE

By its Board of Selectmen

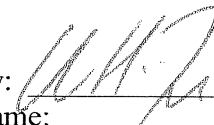






MANAGER:

Southeast Event Management, LLC

By: 
Name: _____
Title: *mgr.*



SOUTEV1

OP ID: TL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J.K. Olivieri Ins. Agency 64 East Grove St. Middleboro, MA 02346 Kenneth W. Olivieri		508-947-1818		CONTACT NAME: Kenneth W. Olivieri	
				PHONE (A/C, No, Ext): 508-947-1818	
				FAX (A/C, No):	
				E-MAIL ADDRESS:	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Nautilus Insurance Co.	
				INSURER B:	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NN871474	11/09/2017	11/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION	
TOWNLA3 Town Of Lakeville 346 Bedford Street Lakeville, MA 02347		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

AGENDA ITEM #3
APRIL 23, 2020

**REVIEW QUOTES AND VOTE TO AWARD CONTRACTS
FOR THE DRAINAGE PROJECTS AT THE KARATE
STUDIO AND SOCCER FIELD AT TED WILLIAMS CAMP**

The Town went back out to bid for the drainage projects at the Karate Studio Parking Lot and parking lot at the Soccer Field at Ted Williams Camp.

The apparent low bidder for the Soccer Field Parking Lot was J.M. Shaw Construction Corp., Inc. at \$27,875 (list of bids received is attached). References were supplied from the Towns of Middleborough, Rockland and Norton and were checked by the Superintendent of Streets. I have attached his email regarding the reference check.

If the Board would like to award the contract to J.M. Shaw Construction Corp., Inc. the motion would be:

To award the contract for the Installation of an Infiltration Basin in the East Parking Lot at the Ted Williams Camp to J.M. Shaw Construction Corp., Inc. in the amount of \$27,875.

The apparent low bidder for the Karate Studio Parking lot was Clancy Contracting Inc. at \$26,500 (list of bids received is attached). References were supplied from 4 previous customers and were checked by the Superintendent of Streets. I have attached his email regarding the reference check.

If the Board would like to award the contract to Clancy Contracting Inc., the motion would be:

To award the contract for the Installation of a Catch Basin and Associated Grading at the Lakeville Mixed Martial Arts Parking Lot at the Ted Williams Camp to Clancy Contracting Inc., in the amount of \$26,500.

**INSTALLATION OF INFILTRATION BASIN
EAST PARKING LOT – TED WILLIAMS CAMP
QUOTE SUMMARY**

<u>COMPANY NAME</u>	<u>QUOTED PRICE</u>
J.M. Shaw Construction Corp, Inc.	\$27,875
Clancy Contracting, Inc.	\$29,500
Nelson Excavating Corp.	\$40,000
Cor Group LLC	\$47,150
R. Mullen & Associates	\$66,250
Reynolds Construction	\$70,350
E. Watson Excavating, Inc.	\$73,885
Ardent Group, Inc.	\$75,984
Walsh Contracting Corp	\$82,500
Ponch Excavation LLC	\$96,000
Coastal Excavation Corp.	\$111,580
T Ford Company, Inc.	\$111,900
Sum-Co Eco Contracting, LLC	\$118,800

Tracie Craig-McGee

From: Franklin Moniz
Sent: Monday, April 13, 2020 12:38 PM
To: Tracie Craig-McGee
Subject: Re: References

Hi Tracie,

I spoke with all 3 references and all checked out really well. None had anything negative to say and all would hire them again if needed.

Thanks,

Frank Moniz

1). Town of Middleborough

Valley Road Drainage Project - \$185,870

Beta Engineering Inc. - Todd Undzis (401) 333-2382

DPW Director - Chris Peck (508) 946-2481

Chris Peck-very happy with the project. Was done fast and efficiently with a good quality finished project.

2). Town of Rockland

George Street Drainage Realignment Project - \$455,275

Environmental Partners Group - Ziad Kary (617) 657-0283

DPW Director - Dave Taylor (781) 878-0634

Dave Taylor- Great company. Completed a somewhat complex project that he was very happy with. Professional work.

3). Town of Norton

Norton Housing Authority

Woodland Meadows Utility Upgrades - \$855,450

GCG Associates, Inc. - Mike Carter (978) 657-9714

Director - Andrea Downey - (508) 285-3929

Andrea Downey- Highly recommends them for project. Completed large project for them. Great work and high grade finished project.

On Apr 13, 2020, at 9:38 AM, Tracie Craig-McGee <tcraig-mcgee@lakevillema.org> wrote:

Hi Frank,

Here are the references for the low bidder for the soccer field parking lot.

*Tracie Craig-McGee, Executive Assistant
Lakeville Board of Selectmen &
Town Administrator
346 Bedford Street
Lakeville, MA 02347
(508) 946-8803*

From: Jeffrey Shaw [<mailto:jmshaws@verizon.net>]

Sent: Sunday, April 12, 2020 7:06 PM

To: Tracie Craig-McGee

Subject: References

Hi Tracie,

Here are three references from similar Drainage Projects that have been recently completed. Please let me know if you need anything else?

- 1). Town of Middleborough
Valley Road Drainage Project - \$185,870
Beta Engineering Inc. - Todd Undzis (401) 333-2382
DPW Director - Chris Peck (508) 946-2481
- 2). Town of Rockland
George Street Drainage Realignment Project - \$455,275
Environmental Partners Group - Ziad Kary (617) 657-0283
DPW Director - Dave Taylor (781) 878-0634
- 3). Town of Norton
Norton Housing Authority
Woodland Meadows Utility Upgrades - \$855,450
GCG Associates, Inc. - Mike Carter (978) 657-9714
Director - Andrea Downey - (508) 285-3929

I do have more references if needed, please let me know?

Thank You,

Jeff Shaw, President

**INSTALLATION OF CATCH BASIN & GRADING
KARATE STUDIO PARKING LOT – TED WILLIAMS CAMP
QUOTE SUMMARY**

<u>COMPANY NAME</u>	<u>QUOTED PRICE</u>
Clancy Contracting, Inc.	\$26,500
J.M. Shaw Construction Corp, Inc.	\$38,420
Cor Group LLC	\$48,950
Nelson Excavating Corp.	\$50,000
E. Watson Excavating, Inc.	\$55,549
Ardent Group, Inc.	\$57,202
R. Mullen & Associates	\$65,625
Reynolds Construction	\$66,300
Ponch Excavation LLC	\$78,000
Walsh Contracting Corp	\$82,500
Sum-Co Eco Contracting, LLC	\$88,850
T Ford Company, Inc.	\$92,900

Tracie Craig-McGee

From: Franklin Moniz
Sent: Thursday, April 16, 2020 9:33 AM
To: Tracie Craig-McGee
Subject: Re: Clancy Contracting Inc References

Good Morning,

Clancy's references all checked out really well. They all say the same. Clancy is very reliable. He has a high quality finished product. And all would hire him again for any projects needed.

Thanks

Frank M.

Sent from my iPhone

On Apr 14, 2020, at 9:35 AM, Tracie Craig-McGee <tcraig-mcgee@lakevillema.org> wrote:

Hi Frank, here are Clancy's references.

*Tracie Craig-McGee, Executive Assistant
Lakeville Board of Selectmen &
Town Administrator
346 Bedford Street
Lakeville, MA 02347
(508) 946-8803*

From: Tom Clancy [<mailto:clancycorp@aol.com>]
Sent: Monday, April 13, 2020 5:43 PM
To: Tracie Craig-McGee
Subject: Clancy Contracting Inc References

Hi Tracie,

Attached are the references that you requested.
If you need anything else, please feel free to contact me.

Thank you,
Tom Clancy
Clancy Contracting Inc.
clancycorp@aol.com
(508)958-8450
<EPSON251.PDF>

Contact: Bill Stanley
Phone: 774-406-6421
Business: Asphalt Services

Job location: 1550 New State Highway, Raynham (Rt 44) (Old Honey Baked Ham Store)

Job Description: Install 3 Catch Basins. Each Catch basin having its own seperate Cultec Storm water infiltration systems in the parking lot. Install 2500 gallon Grease Trap, 1000 Grease Trap, 4000 gallon Pump Chamber and connect to the Sewer Main on Rt 44. Tap the water Main on Rt 44 and run new line to the building. Subgrade entire parking lot and prep for paving.

Contact: Ken DeDominici
Phone: 508-889-8930
Business: Commerical Car Wash

Job Location: 832 North Bedford Street, East Bridgewater

Job Description: Install New Cur-Tech leaching Chambers in the parking lot for the Car Wash Grey Water. Regrade parking lot to pitch to Catch basin, Repave.

Contact: Bill Stanley
Phone: 774-406-6421

Job Location: 4 Mill Street, Middleboro.

Job Description: Install floor drains for a 6000 sq ft commerical building. Install and connect to Oil/Water seperator in the parking lot. From Oil./Water seperator, run line to ElSewer Pump then connect to Sewer Main on Mill Street. Install sewer underground electric, well line. Grade parking lot.

Contact: Matt Ferreira
Business: Pro Group Contracting
Phone: 508-863-5965

Job Location: 141 County Street, Lakeville

Job Description: In the process of.....Demo old Barn, Dig new foundation 48' X 108'. Backfill, compact, Install Septic tank to connect to existing Septic System. Create new driveways and parking with drainage around perimeter of building.

Clancy Contracting Inc.

10 Clayton Road
Middleboro, Ma. 02346
Tel: 508-946-2076

Email: clancycorp@aol.com

April 12, 2020

Lakeville Board of Selectmen & Town Administrator
385 Bedford Street
Lakeville, Ma. 02347

Attn: Tracie Craig-McGee

RE: References for Clancy Contracting, Inc.

We have been in the Residential/Commerical Site Work business for 34 years.
Attached are the references you requested in your previous email. If there is anything
else you need, please dont hesitate to contact me.

Thank you.

Tom Clancy
Clancy Contracting, Inc.
(508)958-8450

AGENDA ITEM #4
APRIL 23, 2020

**DISCUSS AND VOTE TO EXTEND REAL ESTATE
TAX DEADLINE TO JUNE 1, 2020**

Debra Kenney, Treasurer/Tax Collector, is requesting that the Board of Selectmen vote to approve the due date for real estate taxes to be extended from May 1, 2020 to June 1, 2020.

Tracie