

AGENDA
Board of Selectmen Meeting
Remote Location Meeting
April 27, 2020 – 3:00 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 27, 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. Selectmen Announcements
3. Discuss scheduling Board of Selectmen Meeting Dates for May and June
4. Review draft timeline for Annual Town Meeting & Special Town Meeting tentatively scheduled for June 22, 2020
5. Review request from Twisted Growers to amend current Host Community Agreement to include an adult use retail facility
6. Discuss status of renovations to the Board of Selectmens' Office
7. Discuss FY21 Capital Plan
8. Discuss and finalize date for Annual Town Election
9. Discuss FY20 and FY21 Budgets
10. Discuss Event Management Contract for Loon Pond Lodge
11. Revisit vote regarding Selectman LaCamera being designated as Selectmen's Designee on Police Station Building Committee
12. Discuss appointment of Americans with Disabilities Act Coordinator
13. Discuss appoint of Selectmen's SRPEDD Commissioner
14. Review and vote to accept resignation of Richard Hagerman from the Conservation Commission
15. New Business
16. Old Business: Update on former Lakeville Hospital property
Update on sale of Lakeville Country Club
17. Any other business that may properly come before the meeting

18. Possible Executive Session pursuant to M.G.L. c.30A, §21a (3) to discuss strategy with respect to collective bargaining, specifically the Firefighters' Union, Police Union and Laborers' Union if an open meeting may have a detrimental effect on the bargaining position of the Board, and the Chair so declares and pursuant to M.G.L. c.30A, §22 (f) to review potential release of Executive Session Minutes from 2016-2019 and pursuant to M.G.L. c.30A, §21a (7) to comply with the Open Meeting Law, M.G.L. c.30A, §22(f): approval of Executive Session Minutes for December 30, 2019; February 10, 2020 (5:00 PM) February 10, 2020; February 13, 2020; March 23, 2020; March 26, 2020 and April 6, 2020

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 27, 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 27, 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 27, 2020

ANNOUNCEMENTS

Miscellaneous

For residents eager for the Transfer Station to reopen to the public, as soon as we open it back up to receive recyclable materials and brush, we will post it on the Town's website and Facebook page.

The Town Clerk is urging residents to return the Local Census. The census can be mailed back to her or dropped off in the drop box in front of Town Hall. It is very important that we have accurate local census numbers, so if you have not returned yours yet, please do.

The Animal Control Officer would like to remind residents that the Town has a leash law and that all dogs must be leashed when not on your property. While Betty's Neck seems like a great place to let your dog run, the leash law applies there also. Animal Control will be patrolling Betty's Neck and writing citations for violation of the leash law. Please keep your dog on a leash while visiting Betty's Neck.

The Town would like Lakeville residents to know that if you are in need of food assistance, the St. Vincent De Paul Food Pantry, located at 53 Oak Street in Middleboro, services Lakeville residents. A family of 4 can earn up to \$55,000 and be eligible for assistance. Also, they have a program for residents who are unable to leave their homes where a volunteer can shop at the Food Pantry for them. For information, you can call the Food Pantry at 508 947-1717 or visit their Facebook page.

**AGENDA ITEM #3
APRIL 27, 2020**

**DISCUSS SCHEDULING MAY AND JUNE
SELECTMEN MEETINGS**

The Board needs to schedule the May and June Selectmen Meeting dates and times so that I can prepare timelines for the Annual and Special Town Meetings.

Proposed dates are:

Monday, May 4, 2020

Monday, May 18, 2020

June 1, 2020

June 15, 2020 (or could be June 17, 2020 so the Board can reorganize)

June 29, 2020

Also, will you be scheduling a separate budget meeting with Finance Committee.

Tracie

**AGENDA ITEM #4
APRIL 27, 2020**

**REVIEW DRAFT TIMELINE FOR ANNUAL TOWN MEETING
& SPECIAL TOWN MEETING TENTATIVELY SCHEDULED
FOR JUNE 22, 2020**

Below are the draft timelines for the Special and Annual Town Meetings if they are held on June 22, 2020.

Annual Town Meeting:

<u>ACTION</u>	<u>MEETING DATE</u>
Send Warrant to Town Counsel	After May 4th meeting???
Vote on Articles	May 4, 2020
Vote on Final Warrant	May 18, 2020
Legal ad in Paper	June 4, 2020
Warrant Posting	June 4, 2020
Warrant Review	June 15th???

Special Town Meeting Timeline:

<u>ACTION</u>	<u>MEETING DATE</u>
Schedule Special Town Meeting	May 4th meeting??
Open Warrant	May 4 th meeting
Warrant Closes	May 11, 2020 4:00 PM?
Vote on Articles	May 18, 2020
Send draft warrant to Town Counsel	By May 22nd??
Vote on Final Warrant	June 1, 2020
Legal ad in paper	June 4, 2020
Warrant posting	June 4, 2020
Warrant Review	June 15, 2020??

Tracie

AGENDA ITEM #5
APRIL 27, 2020

**REVIEW REQUEST FROM TWISTED GROWERS TO
AMEND CURRENT HOST COMMUNITY AGREEMENT
TO INCLUDE AN ADULT USE RETAIL FACILITY**

The applicant, legal counsel, engineer and security consultant are expected to attend remotely.

We have received a request (attached) from Twisted Growers to amend their existing Host Community Agreement with the Town to include an Adult Use Retail Marijuana facility to be located at 200 Millennium Circle.

Currently their HCA is for the cultivation, processing and product manufacturing of recreational marijuana at 415 Millennium Circle (copy attached). The property at 200 Millennium Circle contains 65,629 square feet currently occupied by Fowler's Express, Inc. The proposed retail facility will utilize 4,716 square feet of that existing space.

Tracie



Doherty, Dugan, Cannon,
Raymond & Weil, P.C.

124 Grove Street, Suite 220
Franklin, MA 02038
TEL. NO. (508) 541-3000
FAX NO. (508) 541-3008
WEBSITE: www.dcdclaw.com

Brian T. Salisbury
bts@dcdclaw.com

RECEIVED

March 6, 2020

MAR - 9 2020

SELECTMEN'S OFFICE

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

**RE: Twisted Growers, LLC – Proposed Adult Use Marijuana Retail Facility
200 Millennium Circle, Lakeville, Massachusetts**

Dear Ms. Candito:

Please be advised that this firm represents Twisted Growers, LLC ("Twisted Growers") with regard to a proposed partial renovation of the existing industrial warehouse located at 200 Millennium Circle to an Adult Use Marijuana Retail Facility. As you may recall, Twisted Growers recently received a Special Permit from the Lakeville Zoning Board of Appeals to operate a marijuana cultivation facility at 415 Millennium Circle. Twisted Growers proposes to amend their existing Host Community Agreement with the Town to include the retail facility.

The purpose of this letter is to provide you with an overview of the proposed facility and request an opportunity to meet with you and other town representatives and stakeholders to review and discuss the proposal. To that end, enclosed with this letter, please find Twisted Grower's 2020 Business Plan, a Security Plan prepared by ECM Security, and an architectural rendering of the proposed retail facility.

I. Building Description

The existing warehouse is 65,619 square feet and is entirely located in an Industrial District. The warehouse is currently occupied by Fowler's Express Inc. The property is abutted by other similar buildings in the industrial park and is not located within 500 feet of a public or private school providing education in kindergarten or grades 1 through 12. The retail facility will utilize 4,716 square feet of the existing warehouse space.

II. Hours of Operation, Projected Number of Employees, and Description of Shifts

The anticipated hours of operation are 8:00 AM – 9:00 PM Monday through Sunday. Once fully operational, Twisted Growers anticipates employing approximately 35 full-time/part-time employees. Most staff will work a shift from 8:00 AM to 9:00 PM Monday through Sunday. Staff will be on site seven days per week. Twisted Growers, in coordination with the Police and Fire Departments, will designate a single on-site staff member point of contact as the community liaison with direct interaction with on-site security and will be available 24 hours a day.

II. Traffic Analysis

Twisted Growers does not anticipate that traffic generation for the proposed project will have any negative effect on the existing traffic patterns or volumes of the adjacent roadway system. The warehouse building does not adjoin high-use public areas or other similar uses. It is set back from high traffic intersections and is located approximately two minutes from Route 495.

III. Parking & Circulation

Twisted Growers does not anticipate increasing the number of available parking spaces above the current levels. The applicant believes the existing number of parking spaces is adequate for anticipated staffing and customer levels. The existing site design provides full circulation throughout the parking area as well as around the building.

IV. Impacts to Neighborhood Character and Natural Resources

The proposed cultivation facility will have no new impacts to neighborhood character or natural resources. Twisted Growers proposes renovating an existing industrial zoned warehouse. The exterior appearance of the structure will largely remain unchanged and will be similar to other industrial buildings in the area. Twisted Growers does not anticipate expanding the current footprint of the building and will therefore have little to no impact to existing natural resources.

V. Impacts to Social, Economic, or Community Needs Which Are Served by the Proposal

Social:

The applicant does not anticipate any social impact. This facility will operate discretely at its proposed location. Twisted Growers is committed to preventing the diversion of marijuana to minors. Consumption of marijuana will not be permitted inside or outside of the facility.

Economic

Twisted Growers will have a positive, measurable economic impact on the Town.

Specifically, Twisted Growers anticipates:

- To hire approximately 35 full and part time employees. All employees are offered health benefits, paid vacation, and paid sick leave. Twisted Growers will make best efforts to hire local employees;
- To give priority to local business, suppliers, contractors, builders and vendors in the provision of goods and services called for in the renovation, maintenance and continued operation; and
- As part of their Host Community Agreement, Twisted Growers will provide charitable donations, impact fees and benefit payments to the Town.

Community:

Twisted Growers is committed to hiring local employees and supporting Lakeville based charities.

VI. Security

Twisted growers shall coordinate and cooperate with the Lakeville Police and Fire Departments in the development and implementation of required and preferred security measures including: secure on-site storage of marijuana, perimeter and interior security, employee security and training, lighting, monitoring, access, tracking, transportation, and cash management.

Twisted Grower will employ a network of 24 hour, 7 days a week, 365 degree, surveillance cameras that will strategically be placed around the perimeter of the building and in every area inside the building

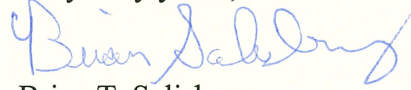
In addition, all access points of the facility will be controlled by an access control system. The entire facility will be serviced by alarm systems and the outside perimeter of the facility will be sufficiently lit to permit visual security of the facility at all times of the day with due regard for abutters.

VII. Required Permits

In addition to amending its existing Host Community Agreement, Twisted Growers will seek a Special Permit and Site Plan Approval from the Lakeville Zoning Board of Appeals.

Please call me at your earliest convenience to discuss this proposal. Thank you in advance for your assistance and cooperation.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Brian Salisbury", with a stylized flourish at the end.

Brian T. Salisbury

BTS/

Enclosures

cc: Twisted Growers, LLC

ECM Security, Inc.

Security Site Plan

Location:

Twisted Growers Dispensary
200 Millennium Circle
Lakeville, MA

ECM Security will be providing physical security during the working hours of the Twisted Growers Dispensary site located at 200 Millennium Circle in Lakeville, MA.

The Twisted Growers facility will be staffed with a minimum of two security personnel during the hours of operation only. Security staff can increase in hours and staff size as necessary. Security staff are responsible for the following:

Key Issuance Procedure

- a) Keys are only to be kept in security office and will be issued when needed and returned immediately.
- b) To ensure that no keys are left in locks or stored in accessible areas, staff who sign out keys are not allowed to leave facility without returning keys to security.
- c) Security will issue and maintain all access badges for scheduled employees.
- d) All visitors to the facility will be signed in and escorted by a registered agent of Twisted Growers.
- e) Visitors will check in with security, have their identification visually inspected and copied, issued and required to sign a Nondisclosure Agreement and issued a visitor badge.

Camera and Security System Surveillance and Audits

- a) Security will monitor cameras for any unusual activity on site
- b) Security will monitor cameras to ensure they are functioning correctly, i.e recording, aligned, clear picture
- c) Security will monitor all access readers to ensure functionality
- d) Security will monitor access levels to ensure that employees are allowed in areas of the facility that are only necessary for their job levels.
- e) All finished product or marijuana products are secured in limited access vaults when not in use.
- f) Vaults are kept secured at all times except when in use by staff. Vaults are secured via card access readers and pin codes. When not in use, vaults are also armed via building alarm.
- g) Security staff ensures that all locks and security equipment are kept in working order by visually inspecting all equipment at transfer of shift.
- h) Camera audits are done once during each shift and audits are done to ensure that recordings are being stored for at least 90 calendar days.
- i) All passwords whether electronic or physical will be kept secured in the security office in a safe only accessed by security managers.

Interior Security Safeguarding

- a) Disarming building prior to operation to allow employee access to facility
- b) Routinely tour facility to ensure that building and grounds are safe for all employees and visitors.

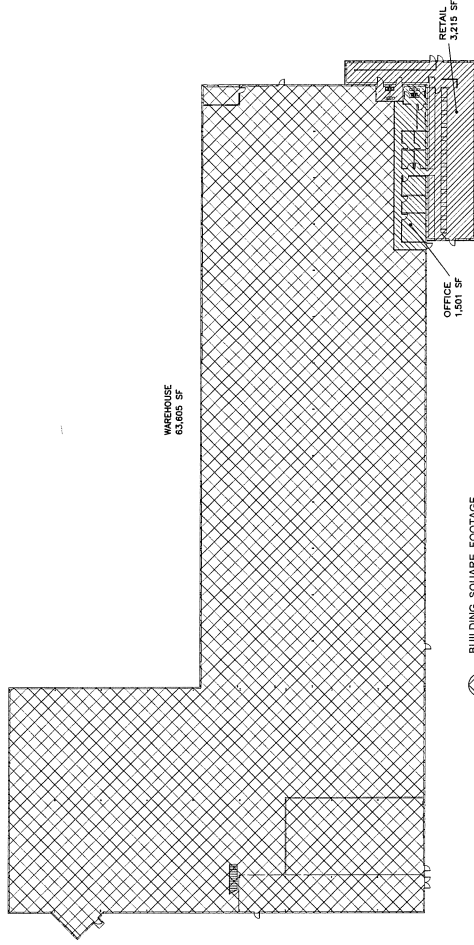
- c) Security will be responsible to make sure that there is no usage of marijuana by employees or visitors anywhere on site.
- d) Security may aid in the investigation of any unusual activity on site.
- e) Security staff is not responsible for the disposing of excess marijuana but will visually monitor green waste area and only permitted employees will have access to the area. Green waste compactor will be secured at all times except when in use and key will be stored and signed in/out at security desk.
- f) All access doors to facility will be secured with card access readers and building will be armed with a burglar alarm.
- g) All areas that are deemed limited access are restricted to such personnel through security access readers. Security managers are responsible for only allowing access levels to those who are permitted via site managers. Access level changes are not permitted without the written consent of site managers.

Exterior Security Safeguarding

- a) Security will make sure there is no loitering in the parking lot.
- b) Security will ensure that all emergency exits and exterior doors are not blocked in case of emergency.
- c) Security will ensure that all parking areas and driving entrances will be secured with swing gates and locks or slide fencing gates with locks and are operating correctly.
- d) All entrances to facility including parking lots will be secured by security staff.

Emergency Response and Procedures

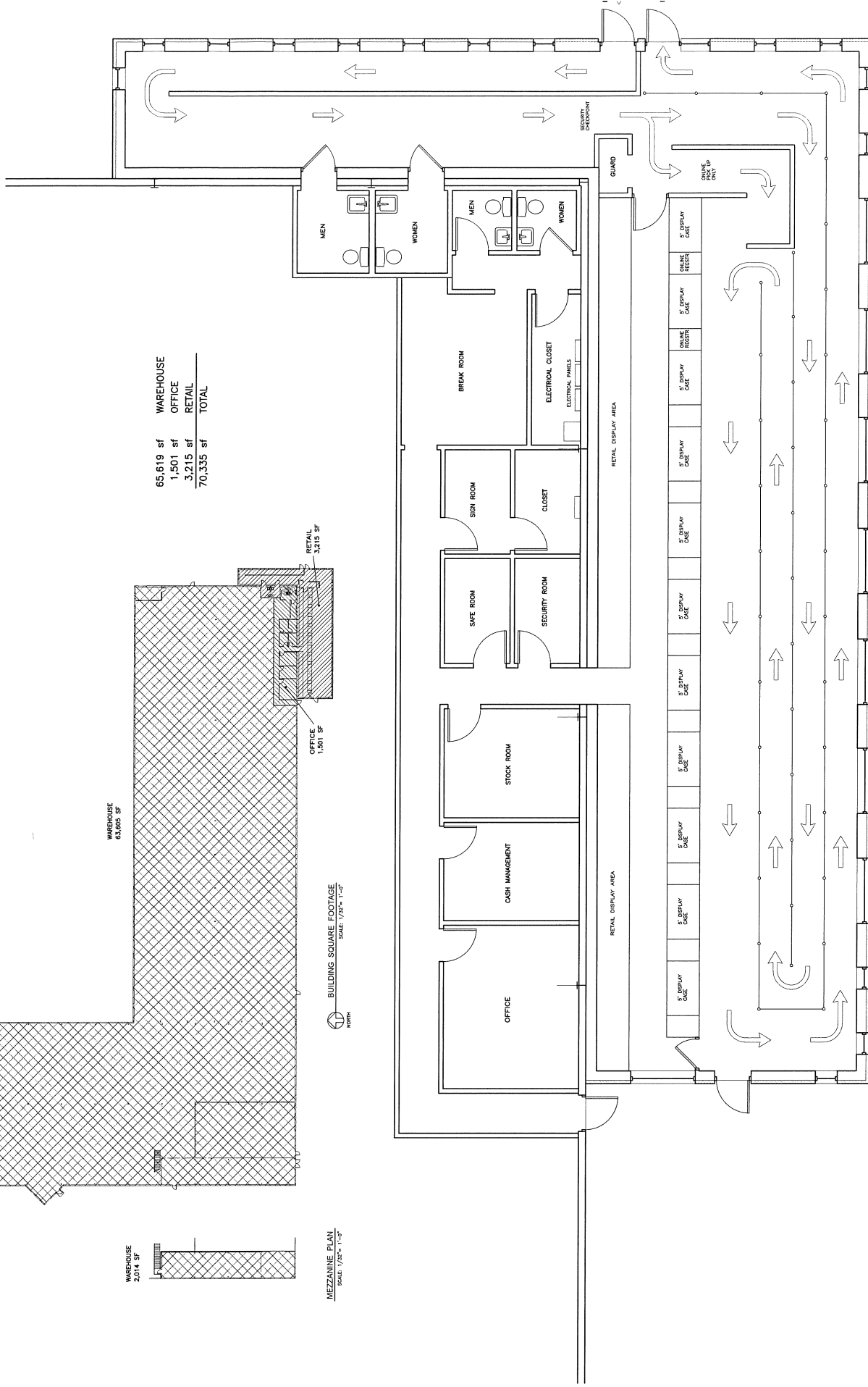
- a) In the event of an emergency and the building needs to be evacuated, Security will maintain order, clear the building of all employees and customers and check via camera monitoring and physical walkthrough.
- b) In the event of an emergency, security will assist Twisted Growers staff in ensuring that all employees and visitors are accounted for and move all persons to muster point located at a designated area of building outside of the employee entrance.
- c) Security managers are responsible for creating and implementing all emergency policies and procedures for site staff and security staff. Once completed, security will work with site staff in ensuring that proper steps are taken to alert the necessary pathways and to develop corrective measures.
- d) Security will notify the Lakeville Police Department if a crime has been committed on Twisted Growers property.



	WAREHOUSE	OFFICE	RETAIL	TOTAL
65,619 sf	1,501 sf	3,215 sf	70,335 sf	

BUILDING SQUARE FOOTAGE
SCALE: 1/32" = 1'-0"

MEZZANINE PLAN
SCALE: 1/32" = 1'-0"



OFFICE/RETAIL FLOOR PLAN
SCALE: 1/4" = 1'-0"

OFFICE/ WAREHOUSE BUILDING
200 MILLENNIUM CIRCLE
LAKEVILLE, MASSACHUSETTS

DAVID ELIAS, AIA
ARCHITECT
311 ALEXANDER ROAD
LAKEVILLE, MA 01946
(860) 224-8971

TOWN OF LAKEVILLE AND TWISTED GROWERS, LLC
HOST COMMUNITY AGREEMENT

April
THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this ^{2nd} day of ~~MARCH~~, 2019 by and between Twisted Growers, LLC, and any successor in interest, with a principal office address of 415 Millennium Circle, Lakeville, Massachusetts 02347 ("Company") and the Town of Lakeville, a Massachusetts municipal corporation with a principal address of 346 Bedford Street, Lakeville, Massachusetts 02347, ("the Town"), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate a licensed Recreational Marijuana Establishment ("RME") for the cultivation, processing, and product manufacturing of recreational marijuana at 415 Millennium Circle, Lakeville, MA (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be; to operate the RME and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the RME, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of a RME, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the RME in the Town, then the Company agrees to provide the Annual Payments set forth below. (Provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.)

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from marijuana and marijuana product sales at the Facility. The term "gross sales" shall mean the total of all retail sales transactions of the Facility without limitation, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility including but not limited to any gross sales related to any uses/establishments allowed under G.L. c. 94G. For those licensed entities who derive revenue from service fees, such as laboratories, research facilities and/or transporters, gross sales shall mean all gross revenue derived from such service fee and other income of the establishment.

The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30). If necessary, the Annual Community Impact Fee for the first quarter of operation shall be prorated. The quarterly payment shall be made within 30 days following the end of each 3 months of operation, and shall continue for a period of five (5) years. Nine months (9) prior to the conclusion of each of the respective five year terms, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Said Amendment shall be in place at least six (6) months prior to the expiration of the five (5) year term.

2. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services, permitting and consulting services, and any other impacts upon the Town.

B. Additional Costs, Payments and Reimbursements

In addition to the Annual Community Impact Fee, the Company agrees to pay the following under the condition of the local permit:

1. \$25.00 per pound of Adult Use Recreational Marijuana produced at the Facility and either sold at locations outside of Lakeville either by the Company or via a wholesale sale (unless otherwise included in gross sales) or used in the production

of other marijuana products either sold at locations outside of Lakeville either by the Company or via a wholesale sale, (the "RME Production Payment").

This Payment shall be paid on an annual basis, paid quarterly, commencing thirty days following the first day of the first full calendar quarter month after the certificate of occupancy is issued for any part of the Facility.

In no event shall this Payment ever be decreased. The parties hereby recognize and agree that this Payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

2. The Company shall pay the Town a one-time payment of \$50,000.00. Said payment is due three months after the date of the first sale at the Facility. This payment shall not become due if already paid to the Town of Lakeville under a Host Community Agreement for the same Company and facility. The parties hereby recognize and agree that this one-time payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).
3. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
4. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
5. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town to third parties in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days following written notice of non-payment, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

C. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town an amount no less than \$10,000, said charities/non-profit organizations to be determined by the Board of Selectmen in its reasonable discretion. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the commencement of the operations, and shall continue for the term of this Agreement.

1. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual financial statements to the Town within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the RME when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the RME, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of a RME in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the RME in the Town, provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this agreement.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for a RME to operate in the Town, or to refrain from enforcement action against the Company and/or its RME for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

8. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a RME with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then, at the sole discretion of the Board of Selectmen, the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

9. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

10. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates a RME in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

11. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

12. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town]:

Board of Selectmen
Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

To Licensee:

Twisted Growers, LLC
415 Millennium Circle

Lakeville, Massachusetts 02347

13. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

14. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

16. Amendments/Waiver:

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

17. Headings:

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

18. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

19. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

20. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

21. Nullity

This Agreement shall be null and void in the event that the Company does not locate a RME in the Town or relocates the RME out of the Town, provided, however, that if the Company decides not to locate a RME in the Town, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the RME within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

22. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

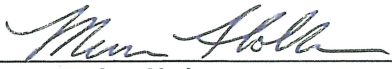
23. Third-Parties

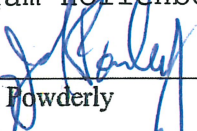
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.


[Signatures to follow]

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

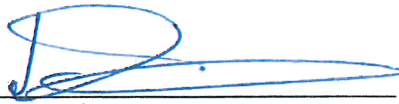
TOWN OF LAKEVILLE
BOARD OF SELECTMEN


~~AMY BRYKE~~, Chairman
Miriam Hollenbeck


John Powderly


~~Miriam Hollenbeck~~
Evagelia Fabian

TWISTED GROWERS, LLC


Dominick Demartino, Manager
Duly Authorized


Dennis Karjanis, Manager
Duly Authorized

658499v2/LAKE/0001

AGENDA ITEM #6
APRIL 27, 2020

**DISCUSS STATUS OF RENOVATIONS TO THE
BOARD OF SELECTMENS' OFFICE**

Lia asked to discuss this.

Tracie

AGENDA ITEM #7
APRIL 27, 2020

DISCUSS FY21 CAPITAL PLAN

I have attached the FY21 Capital Plan for your review.

Tracie

Town of Lakeville FY2021 Five-Year Capital Plan DRAFT 2021

3.20.2020

	APPROVED	REQUEST				
Department	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
POLICE DEPARTMENT:						
One (1) Police Cruiser	\$35,900					
One (1) Unmarked Cruiser	\$31,800					
Ballistic Shields and Helmet	\$22,600					
Two (2) Police Cruisers		\$84,000				
One (1) Unmarked Cruiser		\$28,000				
Two (2) Police Cruisers			\$84,000			
Two (2) Police Cruisers				\$84,000		
Three (3) Police Cruisers					\$120,000	
TOTAL POLICE DEPARTMENT	\$90,300	\$112,000	\$84,000	\$84,000	\$120,000	
FIRE DEPARTMENT:						
Jaws of Life	\$45,000					
New Pumper (Replace 2003 Engine 2)	\$425,000					
Command Vehicle (Deputy Chief) to Replace 2008 Ford Taurus	\$38,000					
Health and Safety-Anti-Cancer Measures						
Pickup Truck 4x4 1 Ton w/plow to Replace 2008 Ford Pick up Truck		\$50,000				
New Pumper (Replace 1991 Engine 3)			\$550,000			
New Ambulance (To replace 2015 Ambulance #5)				\$275,000		
TOTAL FIRE DEPARTMENT	\$508,000	\$50,000	\$550,000	\$275,000	\$0	
EMERGENCY MANAGEMENT						
Generator TO/FS- \$84,000 less \$17,000 already approved	\$0	\$50,000				
Public Safety Communications - Removed \$292,000		\$0				
Small Boat		\$13,000				
TOTAL EMERGENCY MANAGEMENT DEPARTMENT	\$0	\$63,000	\$0	\$0	\$0	
HIGHWAY DEPARTMENT						
Used Cab & Chasis w/multiuse Body, Sander & Plow (Replace 1990)	\$75,000					
Two (2) 40 x 30 Storage Sheds w/ staging materials (replace salt shed)	\$75,000					
Engineer, move & grade BUD Permit material	\$50,000					
Used 38ft Bucket Truck w/Safety Equipment (Replace 1994)	\$60,000					
One (1) Debris (Leaf) Loader, One (1) Riding Mower, One (1) Zero turn Mov	\$25,000					
Roadway Work	\$0	\$375,000	\$375,000	\$375,000	\$375,000	
Stormwater Management Consulting Services		\$100,300	\$45,160	\$72,218	\$64,379	
New 1 Ton w/ Sander & Plow, New 4x4 pick up w/plow(Replace 93,95)		\$113,000				
Used Cab and Chasis w/multiuse body Sander & Plow (replace 2003)		\$80,000				
Used Sweep Sweeper (replace 2005)ms4		\$150,000				
New Skid Steer w/attachments		\$92,500				
Highway Site Work-Move & Grade BUD Permit Material			\$50,000			
Used 1 Ton Pickup with Mini Sander, 4x4 pick up w/plow(1997/2001)			\$85,000			
Used Sidewalk Plow w Vplow			\$75,000			
One (1) Riding Mower, One (1) Zero Turn and Equipment			\$25,000			
One (1) 40/x30 Storage Shed w/Staging Material & Electrical				\$40,000		
Used 1 Ton Pick-up w/Mini Sander, Chop Box & Plow				\$55,000		
Loader with Attachements				\$200,000		
Highway Site Work-Move & Grade BUD Permit Material				\$50,000		
Used Sander Truck/Dump Truck					\$90,000	
One (1) Riding Mower, One (1) Zero Turn and Equipment					\$25,000	
Pave HWY Parking Lot with Drainage					\$200,000	
TOTAL HIGHWAY DEPARTMENT	\$285,000	\$910,800	\$655,160	\$792,218	\$754,379	\$4,057,557
ANIMAL CONTROL						
New 4 Wheel Drive Pick Up (Replace 2005 Truck)	\$30,000	\$0				
Pave Driveway & Parking Lot	\$20,000	\$0				
TOTAL ANIMAL CONTROL	\$50,000	\$0	\$0	\$0	\$0	\$100,000

Town of Lakeville FY2021 Five-Year Capital Plan DRAFT 2021

3.20.2020

	APPROVED	REQUEST				
Department	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
<u>HISTORICAL COMMISSION</u>						
National Register Listing and Preservation Plans for 2 Cemeteries	\$10,000					
Inventory of Historic and Archaeological Assets Survey	\$25,000					
Reconnaissance Archaeological Survey & Preservation Plan		\$30,000				
TOTAL HISTORICAL COMMISSION	\$35,000	\$30,000	\$0	\$0	\$0	\$100,000
<u>LANDFILL/TRANSFER STATION</u>						
40 CY Container (Open Top) Installation			\$10,000			
Sealcoating		\$21,000				
TOTAL LANDFILL/TRANSFER STATION	\$0	\$0	\$0	\$0	\$0	\$0
<u>GENERAL GOVERNMENT-TECHNOLOGY</u>						
New Town-Wide Phone System (re-wiring with Cat 5 not included)(TM2019)	\$40,000					
Town Clerk Database Software Codification (TM 2019)	\$10,000					
Munis Modules Purchase Orders/Fixed Assets (TM 2019)	\$14,000					
Document Management--Town Clerk (TM 2019)	\$75,000					
Records Retention Town-Wide (King Systems)						
It Strategic Plan Budget		\$50,000	\$82,000	\$20,000		
Security Systems Town Locations		\$23,000				
Create Emergency Operations Center Support Technology						
TOTAL GENERAL GOVERNMENT-TECHNOLOGY	\$139,000	\$73,000	\$82,000	\$20,000	\$0	
<u>PARK COMMISSION</u>						
Irrigation System and field work for One (2) New Fields at TWC & Irrigation	\$75,000	\$15,000				
Pick Up Truck(USED)			\$15,000			
Kubota Loader/Backhoe		\$20,000				
Utility Vehicle for transporting Equipment						
Tennis Courts Repair and Paint			\$28,500			
Re-surface TWC Basketball Courts				\$15,000		
Parking Lot Lights at TWC			\$17,500			
Repave Clear Pond Basketball Courts			\$34,000			
Repairs to John Paun Park			\$20,000			
Bathrooms for new fields on Rte. 18			\$50,000			
Drainage material for TW Parking lots		\$30,000				
TOTAL PARK COMMISSION	\$75,000	\$65,000	\$165,000	\$15,000	\$0	
<u>COA</u>						
New Flooring		\$22,000				
TOTAL COA	\$0	\$22,000	\$0	\$0	\$0	
<u>Conservation</u>	\$0					
Peach Barn Roof	\$0	\$15,000				
<u>Building Department</u>						
Air Scrubber for Health and Safety		\$15,000				
TOTAL LIBRARY	\$0	\$15,000	\$0	\$0	\$0	
<u>GOVERNMENT-FACILITIES FOR FUTURE CONSIDERATION</u>						
Renovations to Town Office/Fire Station Building						
Fire Sub-Station						
New Highway Garage/Facility (\$179,000 approved TM 2017)						
Total Town	\$1,182,300	\$1,340,800	\$1,536,160	\$1,186,218	\$874,379	

AGENDA ITEM #8
APRIL 27, 2020

**DISCUSS AND FINALIZE DATE FOR ANNUAL
TOWN ELECTION**

AGENDA ITEM #9
APRIL 27, 2020

DISCUSS FY20 AND FY21 BUDGETS

Rich asked for this to be on the agenda.

Tracie

AGENDA ITEM #10
APRIL 27, 2020

DISCUSS EVENT MANAGEMENT CONTRACT
FOR LON POND LODGE

Rich would like to discuss if the Town should extend the contract for Southeast Event Management or go out and ask for proposals.

The current contract is attached.

Tracie

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

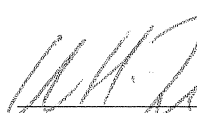






MANAGER:

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	
				NAIC #	
				INSURER A: Nautilus Insurance Co.	
				INSURER B:	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED Southeast Event Managment LLC
Bill Fuller
PO Box 425
Middleboro, MA 02346

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"/> PRO-JECT <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 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> 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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 #~~10~~ 11
APRIL 27, 2020

**REVISIT VOTE REGARDING SELECTMAN LACAMERA
BEING DESIGNATED AS SELECTMEN'S DESIGNEE ON
POLICE STATION BUILDING COMMITTEE**

At your last meeting, the Board voted to designate Selectman LaCamera as the Selectmen's designee on the Police Station Building Committee.

Aaron Burke was previously the Selectmen's designee on the Committee and Selectman LaCamera was a member at large. Aaron can continue on the Committee and they will just switch places. No official appointment is necessary as both are already members of the Committee.

Tracie

AGENDA ITEM #~~11~~ 12
APRIL 27, 2020

**DISCUSS APPOINTMENT OF AMERICANS WITH
DISABILITIES ACT COORDINATOR**

Maureen was appointed previously to serve as the ADA Coordinator and her term expired on April 1, 2020.

Tracie

AGENDA ITEM #~~12~~ 13
APRIL 27, 2020

DISCUSS APPOINTMENT OF SRPEDD COMMISSIONER

SRPEDD has requested that the Selectmen to appoint their SRPEDD Commissioner. Maureen is currently serving in this capacity.

The new appointment would expire 5/22/21.

Tracie



Southeastern Regional Planning and Economic Development District (SRPEDD)

2020-2021 SRPEDD Commission Member Appointment Form

The **Southeastern Regional Planning and Economic Development District (SRPEDD)** was created by the Massachusetts Legislature, along with 12 other regional planning agencies across the state to undertake regional planning and deliver cost-effective planning-related technical assistance to the municipalities that they serve (in SRPEDD's case: four cities and 23 towns). The key to all such agencies' success and effectiveness in achieving those missions, is the **Regional Commission**, or body of **appointed representatives** from each member municipality. As one would expect, there is call and opportunity for such Commissioners to exercise leadership, share of their expertise, and help to advance their respective regions— be it through land use, transportation, economic development, environmental, or multiple other types of planning. Indeed, it is the Commissioners that define the agency, who through their commitment, dedication and engagement in the following, help to ensure that the region is most effectively served:

1. ***Policy Setting*** - Through your participation in Committee and at Commission meetings, you will be asked to vote on important policy matters affecting the region:
 - Regional development policies – adoption of plans and goals.
 - Regional priorities –assessment and establishment of priorities that help to determine and apportion federal and state funding for transportation and economic development projects.
 - Work program direction – deliberation on whether to apply for particular funding, and/or pursue identified projects in conjunction with the annual work program.
2. ***Partnering with Member Municipalities*** - As a liaison and key point of contact between your municipality and SRPEDD:
 - Provide timely information and updates to your municipality in regards to ongoing planning initiatives, upcoming funding and other opportunities; also, to fellow Commissioners about key planning issues in your community.
 - Help to represent your city/town's perspective in discussion of regional issues.
 - Help to educate and promote awareness of regional planning in your community.
3. ***Agenda Setting*** – Based on your understanding and familiarity with local and regional needs, help to set the organization's agenda by encouraging focus on prioritized planning issues important and beneficial to the region.
4. ***Commission Governance*** – Finally, in conjunction with fellow Commissioners and possible service as a SRPEDD officer or committee member, help to provide key oversight on personnel, budget and other areas related to day-to-day operations.

**2020-2021 SRPEDD COMMISSION MEMBER
Appointment Form**

Please be advised that Name: has been appointed to represent the (*check one*) Mayor [], Bd. of Selectmen [] Planning Bd. [] for the

City/Town of

Municipality:

on the SRPEDD Commission for the period:

May 22, 2020 through May 22, 2021.

Signature: _____
Mayor or Chair, Board of Selectmen/Planning Board

Date: _____

Please provide SRPEDD Commissioner Appointee contact information

Name: _____

Street: _____

City/Town: _____

Telephone: _____

Email Address: _____

Please return this form by: APRIL 26, 2020
Via Email: ssousa@srpedd.org, Fax: (508) 823-1803 or U.S. Mail

SRPEDD, 88 Broadway, Taunton, MA 02780
TEL: (508)824-1367 – FAX (508)823-1803 – Email: info@srpedd.org

AGENDA ITEM #13 14
APRIL 27, 2020

**REVIEW AND VOTE TO ACCEPT RESIGNATION OF
RICHARD HAGERMAN FROM THE CONSERVATION
COMMISSION**

The Board has received a letter of resignation from Richard Hagerman from the Conservation Commission as he is moving from Lakeville.

The Conservation Commission does not have an Associate Member to consider for promotion to a full Member. Does the Board want to advertise the vacancy for a Full Member.

Tracie

Tracie Craig-McGee

From: rick hagerman <rbhagerman@gmail.com>
Sent: Wednesday, April 22, 2020 9:51 AM
To: Lori Canedy; Tracie Craig-McGee
Cc: bmwjoe7@yahoo.com; eaglelady27@gmail.com; John LeBlanc (nepslake@verizon.net); josh faherty; Mark Knox (mjknox05@gmail.com); Richard Hagerman (rbhagerman@gmail.com); Robert Bouchard
Subject: Resignation

Dear Board Members,

I am formally announcing my resignation from the Conservation Commission. I have enjoyed my time on this commission and would like to thank the Board of Selectman and my fellow commissioners for giving me this opportunity. It has been a valuable learning experience. I am moving from the Lakeville/Middleboro area after thirty great years. Be safe.

Thank You,
Rick

AGENDA ITEM #~~14~~ 15
APRIL 27, 2020

NEW BUSINESS

Just a placeholder.

AGENDA ITEM #~~15~~ 16
APRIL 27, 2020

OLD BUSINESS

Update of former Lakeville Hospital property

Update on sale of Lakeville Country Club

OTHER ITEMS

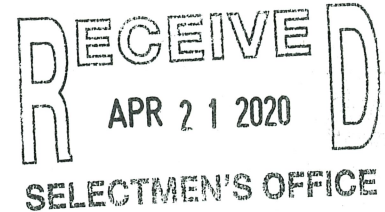
1. Letters from FEMA regarding Flood Insurance Rate Maps
2. Letter from Massachusetts Department of Agricultural Resources and copy of Yearly Operational Plan for 2020 from Massachusetts Coastal Railroad
3. Letter from Comcast regarding Programming Changes



FEMA

April 17, 2020

CERTIFIED MAIL
RETURN RECEIPT REQUESTED



Evagelia Fabian
Chairperson, Board of Selectmen
Town of Lakeville
346 Bedford Street
Lakeville, Massachusetts 02347

Dear Ms. Fabian:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the Town of Lakeville, Massachusetts, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on July 22, 2020; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations Section 60.3(d).

As noted in FEMA's letter dated January 22, 2020, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Plymouth County. Therefore, the Town of Lakeville should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the Town of Lakeville will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Massachusetts Department of Conservation and Recreation. You may contact Joy Duperault, CFM, the State NFIP Coordinator, by telephone at (617) 626-1406, in writing at 251 Causeway Street, Suite 800, Boston, Massachusetts 02114-2104, or by electronic mail at joy.duperault@state.ma.us.

The FEMA Regional staff in Boston, Massachusetts, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for the Town of Lakeville and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (617) 832-4712 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region I, at 99 High Street, Sixth Floor, Boston, Massachusetts 02110.

Evagelia Fabian
April 17, 2020
Page 2

You may have already contacted the State NFIP Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until July 22, 2020, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

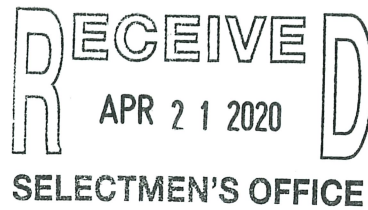
I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by July 22, 2020. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Sears", with a stylized, cursive script.

Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Paul F. Ford, Regional Administrator, FEMA Region I
Joy Duperault, CFM, State NFIP Coordinator, Massachusetts Department of Conservation and Recreation
Nathan Darling, Building Commissioner, Town of Lakeville



FEMA

April 20, 2020

Evagelia Fabian
Chair, Board of Selectmen
Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

RE: FEMA Map Update, Town of Lakeville, Massachusetts, CID # 250271

Dear Ms. Fabian:

We understand the COVID-19 emergency may have had an impact on your community's adoption process for updated Flood Insurance Study (FIS) and Flood Insurance Rate Maps (FIRM) scheduled to go effective on July 22, 2020. In order to maintain compliance with the National Flood Insurance Program (NFIP) the Town of Lakeville has until July 22, 2020 to adopt these maps into their local ordinance and obtain approval from the FEMA Regional Office as outlined in your letter of final determination, dated January 22, 2020. The importance of having up-to-date flood maps cannot be overstated, especially in light of the upcoming hurricane season.

You should be aware that there is no mechanism within FEMA's regulations to extend the deadline for a community to adopt compliant floodplain management regulations (including the adoption of new maps). See 44 C.F.R. § 59.24(a). As a result, in the event that your community is unable to adopt the new maps within the required timeframe, the only way to avoid your community's suspension from the NFIP would be for FEMA to rescind the letter of final determination (LFD) for the entire study area.

Because of the wide-ranging impacts of doing so, rescinding an LFD is a disfavored remedy, which has only been utilized a handful of times in the NFIP's history. Rescission impacts all communities in the map study area, not just the community requesting the rescission. Other communities in your map study area have already adopted. Thus, in this case, if a map rescission were granted, a significant administrative burden would be placed on other communities within the study area. A number of communities would be in the position of having recently adopted regulatory floodplain management maps that are now out of alignment with what would remain the current effective FIRMs. In addition, every community within the study area would still be required to adopt the new FIS and FIRMs at a later date.

As described above, a letter of final determination rescission is required to change the map's effective date. FEMA *may* consider Letter of Final Determination rescissions, but only where there are specific and extenuating circumstances or limitations within a state or community related directly

to COVID-19 which prevent the adoption of a new map. The decision to rescind a map is made at FEMA Headquarters, and would have to balance your community's hardship with the likely harm to other communities within the study area.

FEMA is aware that on March 12, 2020 Massachusetts Governor Charlie Baker issued an executive order regarding the Open Meeting Law, which granted some flexibility in complying with the open meeting requirements in state law. Given the ongoing need for a functioning local government, FEMA anticipates that your community may avail itself of the procedures outlined in the Governor's Order, if possible. FEMA fully expects that if your council is conducting business, the adoption of these maps should remain a matter of utmost priority and should not be deferred. Please direct any questions about this Executive Order to your community's legal counsel. The Executive Order text can be found here: <https://www.mass.gov/doc/open-meeting-law-order-march-12-2020/download>. If you still believe that there is no feasible way to get the maps adopted prior to the established deadline, you may request rescission of the LFD which will be routed to FEMA HQ for consideration.

Requests for map rescission must:

- Be initiated by the community.
- Include a detailed explanation regarding why it is not possible for the community to adopt the maps by July 22, 2020. The reasons must have a clear connection to COVID-19 and should detail the restrictions placed on the community's ability to conduct business and/or the code or ordinance sections the community is unable to meet, as well as any other reasons the community will not be able to adopt the maps.
- Include copies of any Declarations of Emergency made at the state or local level.
- Be reviewed by the FEMA Regional Office and approved by FEMA Headquarters.

If you have already adopted an ordinance, please send your updated ordinance and proof of adoption to Eric Carlson of the Massachusetts Department of Conservation and Recreation at Eric.Carlson@state.ma.gov. If you have questions about the rescission process or to submit a formal request for map rescission, please contact Kerry Bogdan, Branch Chief of Risk Analysis in FEMA Region I at Kerry.Bogdan@fema.dhs.gov.

We encourage you to stay in regular contact with the FEMA Regional Staff and your State NFIP coordinator in the time between now and this deadline, and to exercise due diligence in pursuit of any rescission request. Please be advised, however, that these determinations are made under only the most exigent of circumstances. If the Letter of Final Determination is not rescinded, communities that fail to adopt by the effective date will be suspended from the NFIP. Thank you for your time and attention to this matter.

Sincerely,

Katie Rand
Emergency Management Specialist
Floodplain Management & Insurance Branch
FEMA Region I

cc: Robert Bouchard, Chairman, Conservation Commission, Town of Lakeville
Joy Duperault, NFIP State Coordinator and Director of Flood Hazard Management Program,
Massachusetts Department of Conservation and Recreation
Eric Carlson, Assistant Director of Flood Hazard Management Program, Massachusetts
Department of Conservation and Recreation
Kerry Bogdan, Branch Chief, Risk Analysis, FEMA Region I
Daisy Sweeney, Branch Chief, Floodplain Management & Insurance, FEMA Region I

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

NOTICE

Pursuant to the provisions of the Rights-of-Way Management Regulation, 333 CMR 11.00, in order to apply herbicides to control vegetation along railroad rights-of-way, a five-year Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP) must be approved by the Department of Agricultural Resources. Therefore, notice of receipt of a YOP and procedures for public review are hereby given as required by Section 11.06 (3).

A Yearly Operational Plan has been submitted for: Massachusetts Coastal Railroad.

This plan has been prepared and submitted to the Department of Agricultural Resources by: TEC Associates of South Portland, Maine.

Municipalities identified in the Massachusetts Coastal Railroad YOP as locations where the rights-of-way will be treated with herbicides during the 2020 calendar year are:

Attleboro, Barnstable, Berkley, Bourne, Dartmouth, Fall River, Falmouth, Foxborough, Framingham, Freetown, Lakeville, Mansfield, Medfield, Middleborough, New Bedford, Norton, Raynham, Rochester, Sandwich, Seekonk, Sherborn, Taunton, Walpole, Wareham, Westport, Westwood, and Yarmouth.

One selective herbicide application will take place in the non-sensitive and sensitive area buffer zones along the roadbed portion of the right-of-way using a DAR approved herbicide mixture. This post-emergent program is targeted toward the eradication of woody and herbaceous plant species germinating within the roadbed and around other fixtures including but not limited to: switches, signals, signs, and highway grade crossings. This application will be followed by a late summer touch-up application in areas of heavy vegetation growth, if necessary.

Mass Coastal Railroad's vegetation control program for 2020 will be consistent with the VMP as approved by the DAR and involves an Integrated Pest Management (IPM) approach. In the 2020 program, brush control will be limited to manual or mechanical cutting in sensitive areas and sensitive area buffer zones. In non-sensitive areas, one foliar application will be conducted to selectively treat brush adjacent to the shoulder using a DAR approved herbicide mixture.

Hi-rail vehicles equipped with herbicide application equipment will be used to treat the rights-of-way. This post emergent program is targeted toward the eradication of woody and herbaceous plant species germinating within the railroad roadbed and around other fixtures including but not limited to: switches, signals, signs, and highway grade crossings.

"Sensitive" areas as defined by the Rights-of-way Management Regulations will receive the full protection afforded by those Regulations. All herbicide applications will be done by an applicator properly licensed by the Department of Agricultural Resources Pesticide Bureau and fully trained in herbicide mixing, handling, and application methods.

The applicant has described the following rights-of-way as sites that have been scheduled for herbicide treatment in 2020:

CAPE MAIN LINE
Middleborough to Barnstable

Middleborough	Rochester	Wareham
Bourne	Yarmouth	Sandwich
Barnstable		

SOUTH DENNIS BRANCH
Yarmouth

FALMOUTH BRANCH
Bourne to Falmouth

Bourne	Falmouth
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FALL RIVER SECONDARY
Berkley to Fall River

Berkley	Freetown	Lakeville
Fall River		

NEW BEDFORD SECONDARY
Taunton to New Bedford

Taunton	Berkley	Lakeville
Freetown	New Bedford	

WATUPPA RUNNING TRACK
Westport to Dartmouth

Dartmouth	Westport
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FRAMINGHAM SECONDARY
Framingham to Mansfield

Framingham	Sherborn	Medfield
Walpole	Foxborough	Mansfield

MIDDLEBOROUGH BRANCH
Attleborough to Middleborough

Attleborough	Norton	Taunton
Raynham	Lakeville	Middleborough

DEAN STREET INDUSTRIAL TRACK
Taunton

EAST JUNCTION
Attleborough to Seekonk

Attleboro	Seekonk
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WESTWOOD INDUSTRIAL TRACK
Westwood

PUBLIC REVIEW

The Department of Agricultural Resources (DAR) in particular seeks the verification of sensitive area locations reported in the Yearly Operational Plan (YOP). The Department itself has a limited ability to survey the geography, land use, and the water supplies, in all the communities through which the rights-of-way are located. Municipalities, however, have most of this information readily available, and the particular knowledge with which to better certify the sensitive areas in their communities. Therefore, the Department requests, and urges, the assistance of the affected municipalities, in reviewing the completeness and accuracy of the maps contained in the submitted document. The DAR has established the following procedures for this review:

The YOP may be viewed online at the following web address:

<http://www.mass.gov/eea/agencies/agr/pesticides/vegetation-management-and-yearly-operation-plans.html>

Yearly Operational Plans (YOP) and a copy of this notice will be sent by the applicant to the Conservation Commission, Board of Health (or designated health agent), and to the Head of Government (Mayor, City Manager, Chair of the Board of Selectman) of each municipality where herbicides are to be applied along the Rights-of-Way during the calendar year. Municipal agencies and officials will have (45) forty-five days, following receipt of the Yearly Operational Plan to review the maps contained in the document that indicate the location of "sensitive areas not readily identifiable in the field" for inaccuracies and omissions. "Sensitive Areas" will be defined as in Section 11.01 a-f.

Municipal agencies and officials are requested to forward the YOP to the appropriate officials(s) in their municipality qualified to certify the accuracy of sensitive area locations as indicated on the maps. The maps should be "corrected" and returned to the applicant, also a copy of the maps with these corrections indicated should be sent to the Department of Agricultural Resources at the address listed below within the forty-five day review period. If a city or town needs more time to carry out this review, it should send a written request for an extension to the DAR and cite why there is a "good cause" for requesting additional time.

All corrections will be required to be made by the applicant, and corrected maps sent back to the city/town before the YOP can be considered "approved" by the Department for vegetation maintenance in that municipality. Any dispute on the part of the applicant regarding corrections made by the municipal authorities, should be indicated in writing to the Department and to the city/town which requested the disputed changes within (15) fifteen days of receipt of the request. The Department will decide whether or not the YOP should be approved without the requested changes. The DAR will consider the "final approval" of a YOP individually for each municipality.

The final (21) twenty one days of the public review period may serve concurrently to provide public notification as required by section 11.07 of the Rights-of-Way Management regulation, if the applicant has an approved VMP and if all the requisite city/town offices which have received copies of the YOP have completed their review and corrections have been duly made by the applicant and approved by the Department.

A failure by the city/town to respond to the applicant's submission of the YOP within the forty five (45) day public review period, will automatically be considered by the DAR to indicate agreement by municipal officials with the sensitive area demarcations as provided by the applicant in their YOP.

The Massachusetts Pesticide Bureau now has the Private Well Registry online. Residents can go to www.mass.gov/agr then to the Rights-of-Way page and enter their well information into the Department's database.

Any questions or comments on the information provided in this Notice and the procedures established for the municipal review as outlined above should be addressed to:

Rights-of-Way Program
Massachusetts Pesticide Bureau
251 Causeway Street, Suite 500
Boston, Massachusetts 02114-2151

Any additional questions or comments on any information provided as part of the proposed YOP should be addressed in writing to:

Thomas W. Lewis
TEC Associates
46 Sawyer Street
South Portland, Maine 04106

A copy should also be sent to the Rights-of-Way Program at the above address.

COMMENT PERIOD ENDS AT 5 PM, FRIDAY, JUNE 5, 2020.

RECEIVED
APR 21 2020
SELECTMEN'S OFFICE

Yearly Operational Plan

2020

MASSACHUSETTS COASTAL RAILROAD



12 HARDING STREET, SUITE 201
LAKEVILLE, MA 02347

Prepared by:

TEC ASSOCIATES
46 SAWYER STREET
SOUTH PORTLAND, MAINE 04106

ABSTRACT:

This Yearly Operational Plan (YOP) describes the vegetation management operations for the Railroad's rights-of-way scheduled for vegetation maintenance during this calendar year in compliance with the Commonwealth of Massachusetts Rights-of-Way Management Regulations 333 CMR 11.00.

This YOP is a companion document to the Vegetation Management Plan (VMP) which has been approved by the Department of Agricultural Resources.

INTRODUCTION

Both Federal and State laws require railroads to manage vegetation to help ensure the safe passage of people, material, and goods.

The Code of Federal Regulations mandates the safety of the railroad must be guaranteed by regular inspection and maintenance. Vegetation must be controlled so that it does not become a fire hazard, does not interfere with visibility, or impede direct visual inspections of the track structure. Vegetation must also be managed to allow for proper drainage of the track and ballast structure, to prevent tree and branch damage to cargo, and to provide safe footing and working conditions for trackside personnel. Vegetation growing along side the rails can prevent effective and adequate braking, especially in emergency situations.

The purpose of 333 CMR 11.00, Rights of Way Management, is to promote the implementation of Integrated Pest Management techniques and to establish standards, requirements, and procedures necessary to minimize the risk of unreasonable adverse effects on human health and the environment associated with the use of herbicides to maintain rights-of-way. These regulations establish procedures which guarantee ample opportunity for public and municipal agency review and input on rights-of-way maintenance plans.

A Yearly Operational Plan or YOP must be submitted to the Department of Agricultural Resources every year herbicides are intended for use to maintain rights-of-way. The YOP provides a detailed program for vegetation management for the year. This YOP is a companion document to the Vegetation Management Plan (VMP) approved by the Department. The VMP is the long-term management plan for the railroad which describes the intended program for vegetation control over a five year period.

Upon receipt of this YOP, the Department publishes a notice in the Environmental Monitor. The applicant has provided a copy of the YOP and Environmental Monitor notice to the Board of Health, Conservation Commission, and the chief elected municipal official for the city or town in which the herbicide treatment is proposed.

The Department allows a 45-day comment period on the proposed YOP beginning with publication of the notice in the Environmental Monitor and receipt of the YOP and Environmental Monitor notice by each municipality.

Public notification of herbicide applications to the right-of-way is made by certified mail under separate cover at least 21 days in advance of the treatment. Notice is made to the Department of Agricultural Resources; the Mayor, City Manager or chairman of the Board of Selectman; the Board of Health; and the Conservation Commission of the municipality where the right-of-way lies.

Any comments on this YOP should be directed to:

Thomas W. Lewis
TEC Associates
46 Sawyer Street
South Portland, ME 04106
(207) 767-6068

MUNICIPALITIES WHERE TREATMENT DESCRIBED IN THIS YOP WILL BE MADE

Attleborough
Barnstable
Berkley
Bourne
Dartmouth
Fall River
Falmouth
Foxborough
Framingham
Freetown
Lakeville
Mansfield
Medfield
Middleborough
New Bedford
Norton
Raynham
Rochester
Sandwich
Seekonk
Sherborn
Taunton
Walpole
Wareham
Westport
Westwood
Yarmouth

YOP REQUIREMENTS AND TABLE OF CONTENTS

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APPENDICES

- A. Herbicide Fact Sheets as approved by the Department of Agricultural Resources, herbicide labels, and SDS.
- B. Maps locating the ROW and sensitive areas not readily identifiable in the field.

I. THE COMPANY WHICH WILL PERFORM ANY HERBICIDE TREATMENT

This company or contractor will perform the herbicide treatment. Applicators are certified by the Department of Agricultural Resources in the applicator category Right-of-Way Pest Control.

Company Name RWC, Inc.

Address Lockhouse Road

 P.O. Box 876

 Westfield, MA 01086

Telephone # (413) 562-5681

Contact Person(s) Brian Chateauvert

II. INDIVIDUAL REPRESENTING APPLICANT AND SUPERVISING THE YOP

Individual supervising execution of the YOP and representing the railroad.

Name & Title Chris Podgurski, President & COO

Address 12 Harding Street, Suite 201

 Lakeville, MA 02347

Telephone # (508) 291-7116

III. HERBICIDES PROPOSED INCLUDING APPLICATION RATES, CARRIERS, ADJUVANTS, AND APPLICATION TECHNIQUES

Weed Control Herbicide Program for the Roadbed

The roadbed herbicide program is aimed primarily toward keeping the ballast section and shoulder, yards, switches, signals, and highway grade crossings weed free. Areas scheduled for weed control treatments have been inspected for density of target vegetation to determine appropriate control methods. Access to Herbicide Fact Sheets for the herbicides proposed can be found in Appendix A.

Location	Herbicide(s)	Carriers or Adjuvants	Application Technique	Application Rate
Sensitive area buffer zone	Aquaneat Esplanade 200SC* And (Milestone -OR- Opensight)	Drift Control Spreader Sticker	Foliar	1-2 qts/acre
			Foliar	4-5 oz/acre
			Foliar	7 oz/acre
			Foliar	3.3 oz/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre
Non-sensitive areas	Aquaneat Esplanade 200SC* And (Milestone -OR- Opensight)	Drift Control Spreader Sticker	Foliar	1-2 qts/acre
			Foliar	4-5 oz/acre
			Foliar	7 oz/acre
			Foliar	3.3 oz/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre
Touch-up applications	Aquaneat Esplanade 200SC* And (Milestone -OR- Opensight)	Drift Control Spreader Sticker	Foliar	1-2 qts/acre
			Foliar	4-5 oz/acre
			Foliar	7 oz/acre
			Foliar	3.3 oz/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre

*Esplanade 200SC herbicide is currently not listed as an approved product on the Massachusetts Rights of Way Sensitive Area Materials List but is under review by the Department. In the event that Esplanade 200SC is not approved prior to the roadbed herbicide application then the program will change to the following:

Location	Herbicide(s)	Carriers or Adjuvants	Application Technique	Application Rate
Sensitive area buffer zone	Aquaneat (Milestone -OR- Opensight) And (Oust XP -OR- Polaris AC Complete)	Drift Control Spreader Sticker	Foliar	1-2 qts/acre
			Foliar	7 oz/acre
			Foliar	3.3 oz/acre
			Foliar	4 oz/acre
			Foliar	2 pts/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre

Weed Control Herbicide Program for the Roadbed (Continued)

Location	Herbicide(s)	Carriers or Adjuvants	Application Technique	Application Rate
Non-sensitive areas	Aquaneat (Milestone -OR- Opensight) And (Oust XP -OR- Polaris AC Complete)	Drift Control Spreader Sticker	Foliar	1-2 qts/acre
			Foliar	7 oz/acre
			Foliar	3.3 oz/acre
			Foliar	4 oz/acre
			Foliar	2 pts/acre
			Foliar	8-16 oz/acre
Touch-up applications	Aquaneat (Milestone -OR- Opensight) And (Oust XP -OR- Polaris AC Complete)	Drift Control Spreader Sticker	Foliar	8-16 oz/acre
			Foliar	1-2 qts/acre
			Foliar	7 oz/acre
			Foliar	3.3 oz/acre
			Foliar	4 oz/acre
			Foliar	2 pts/acre

Brush Control Program for Areas Adjacent to the Roadbed

The brush control program is designed to prevent the re-growth of trees and other woody vegetation in areas adjacent to the roadbed. Areas scheduled for brush control treatments are limited to target vegetation which obscures visibility or interferes with railroad signs, signals, or communication wires. Access to Herbicide Fact Sheets for herbicides proposed can be found in Appendix A.

Location	Herbicide(s)	Carriers or Adjuvants	Application Technique	Application Rate
Non-sensitive areas	Aquaneat (Milestone -OR- Opensight) And Escort XP	Drift Control MSO	Foliar	3-4 qts/acre
			Foliar	10 oz/acre
			Foliar	6 oz/acre
			Foliar	2 oz/acre
			Foliar	8-16 oz/acre
			Foliar	8-16 oz/acre
Touch-up Applications	Aquaneat (Milestone -OR- Opensight) And Escort XP	Drift Control MSO	Foliar	8-16 oz/acre
			Foliar	3-4 qts/acre
			Foliar	10 oz/acre
			Foliar	6 oz/acre
			Foliar	2 oz/acre
			Foliar	8-16 oz/acre

IV. HERBICIDE APPLICATION TECHNIQUES AND ALTERNATIVE CONTROL PROCEDURES

Herbicide applications within the Railroad right-of-way will be performed using low pressure application from a specialized hy-rail truck equipped with a spray boom. This method is suitable for application within the buffer zone, or restricted application zone of sensitive areas, as defined in 333 CMR 11.04. The spray vehicle is equipped with spray nozzles and controls to allow for treatment of the entire roadbed, or to selectively treat individual sections of the ballast and ballast shoulders. Within sensitive areas, a container will be used to catch any accidental dripping of herbicide. It is a trough-shaped apparatus mounted just behind and above the boom, and will be hydraulically lowered to sit underneath the spray nozzles while the vehicle is traveling through areas where herbicide spraying is prohibited.

In order to assist in rapid identification of sensitive areas in the field, a pilot vehicle will proceed approximately 1/4 mile ahead of the applicator vehicle in order to signal ahead the location of sensitive areas.

In order to provide greater mobility and decrease the amount of time required to apply the herbicide mixture in the railroad yard areas, a vehicle equipped with hoses will be used in these areas. In compliance with the Regulations for herbicide application in sensitive areas, the spray pressure from the hoses will not exceed 60 psi.

ALTERNATIVE CONTROL PROCEDURES

No alternative vegetation control methods are feasible within the track areas of the right-of-way. No vegetation control is proposed in ballast areas where herbicide use is prohibited.

Touch-up techniques controls any target vegetation within the ballast that may have been missed or not treated during the initial phase. Control of vines and other vegetation that might creep onto the ballast from roots growing outside the original treatment boundaries can be managed as a selective, foliage, or spot spray. No more than 10% of the initially identified target vegetation on the right-of-way in any municipality may be treated during a touch-up application and the total amount of herbicide applied in any one year shall not exceed the limits specified by the label or YOP [per 11.03(8)(c)].

V. IDENTIFICATION OF TARGET VEGETATION

Whenever and wherever possible an integrated approach to vegetation management will be implemented by encouraging plant communities that hinder the growth of target vegetation. Prior to an herbicide application, a review will be made noting location, density, and type of vegetation present. This information will be used to develop an herbicide application program that will be effective against target vegetation and minimize the amount of herbicide used.

In accordance with the Code of Federal Regulations, 49 Part 213 - Track Safety Standards, all vegetation growing in the ballast and ballast shoulder; in yards; and

around switches, signals, signs and highway grade crossings is considered target vegetation and must be controlled so that it does not:

- a) become a fire hazard to track-carrying structures;
- b) obstruct visibility of railroad signs and signals;
- c) interfere with railroad employees performing normal trackside duties;
- d) prevent proper functioning of signal and communication lines; and
- e) prevent railroad employees from visually inspecting moving equipment from their normal duty stations.

Woody vegetation growing in areas adjacent to the shoulder will be managed to promote the growth of low growing shrubs. Targeted woody vegetation will be that which has the potential to block visibility or invade the roadbed and/or overhead communication lines. Target vegetation will include but not be limited to the following:

Ailanthus	Black Walnut	Honey Locust
American Basswood	Buckthorn	Maple
American Beech	Butternut	Northern Catalpa
American Hornbeam	Cherry	Oak
Apple	Eastern Hophornbeam	Pine
Ash	Eastern Red Cedar	Poplar
Aspen	Elm	Sassafras
Birch	Flowering Dogwood	Shadbush
Black Locust	Hawthorn	Spruce
Black Tupelo	Hickory	Sumac

VI. FLAGGING METHODS TO DESIGNATE SENSITIVE AREAS ON THE ROW

Sensitive areas are defined in the Rights-Of-Way Management Regulations (333 CMR 11.02) are as defined in 333 CMR 11.04, any areas within the Right-of-Way, including No-Spray and Limited-Spray Areas, in which public health, environmental or agricultural concerns warrant special protection to further minimize risks of unreasonable adverse effects. These include but are not limited to the following:

No Spray Area, any area that is both within a Right-of-Way and within:

- (a) any Zone I;
- (b) 100 feet of any Class A Surface Water Source;
- (c) 100 feet of any tributary or associated surface water body where the tributary or associated surface water body runs within 400 feet of a Class A surface water source;
- (d) 10 feet of any tributary or associated surface water body where the tributary or associated surface water body is at a distance greater than 400 feet from a Class A surface water source;
- (e) a lateral distance of 100 feet for 400 feet upstream, on both sides of the river, of a Class B Drinking Water Intake;
- (f) 50 feet of any identified Private Well;
- (g) 10 feet of any Wetlands or Water Over Wetlands;
- (h) 10 feet of the mean annual high-water line of any river; and
- (i) 10 feet of any Certified Vernal Pool.

Limited Spray Area, any area that is both within a Right-of-Way and within:

- (a) any Zone II or IWPA;
- (b) a distance of between 100 feet and 400 feet of any Class A Surface Water source;
- (c) a distance of between 10 and 200 feet of any tributary or associated surface water body where the tributary or associated surface water body runs outside the Zone A for the Class A surface water source;
- (d) a lateral distance of between 100 and 200 feet for 400 feet upstream, on both sides of the river, of a Class B Drinking Water Intake;
- (e) a distance of between 50 and 100 feet of any identified Private Well;
- (f) a distance of between 10 and 100 feet of any Wetlands or Water Over Wetlands;
- (g) a distance of between 10 feet from the mean annual high water line of any river and the outer boundary of the Riverfront Area;
- (h) a distance of between 10 feet from any Certified Vernal Pool and the outer boundary of any Certified Vernal Pool Habitat; and
- (i) a distance of 100 feet of any Agricultural or Inhabited Area.

Non-Sensitive Areas are upland areas and/or track not in proximity to sensitive areas and do not require specific precautions or herbicide restrictions.

Sensitive areas, no-spray areas, limited-spray areas, and non-sensitive areas will be marked at their boundaries with permanent color-coded markers. Sensitive areas considered to be readily identifiable in the field (i.e. agricultural and inhabited areas) will not be marked. The markers will be one or any combination of the following:

- color-coded signs attached to posts
- color-coded signs attached to the railroad ties
- color-coded painted rail sections

Sensitive and non-sensitive areas will be designated by the following color-codes:

- | | |
|-------------|--|
| white | non-sensitive areas |
| blue | sensitive area in which a minimum of 12 months shall elapse between herbicide applications |
| double blue | sensitive areas in which a minimum of 24 months shall elapse between herbicide applications. |
| yellow | no spray zone |

VII. PROCEDURES AND LOCATIONS FOR HANDLING, MIXING, AND LOADING OF HERBICIDE CONCENTRATES

The herbicide application crew will wear protective clothing and personal safety equipment when mixing, handling, loading, or applying herbicide, including standard work clothing or coveralls, work gloves, and work boots. Latex or nitrile rubber gloves, as well as eye goggles are recommended to be worn during mixing of herbicide concentrate as some herbicides may cause mild eye and skin irritations.

Mixing and use of herbicide shall be consistent with the labeling instructions included on the packaging. The herbicide mix will be prepared from herbicide concentrate and water. In compliance with the regulations, the handling, mixing and/or loading of this material will not occur within 100 feet of any sensitive area. Wherever and whenever possible, the herbicide applicator will prepare the herbicide mix on non-porous surfaces, such as pavement or concrete.

Sources of Water and Safeguards to Prevent Contamination

Water used for herbicide mix will be obtained from hydrants and freshwater sources. During the herbicide mix preparations and during herbicide application, strict adherence to the following safeguards will be maintained:

- 1) Water will be obtained using hoses equipped with anti-siphon devices to eliminate herbicide backflow.
 - a) Hoses used to extract water from water bodies will be equipped with two such devices: one will be found directly behind the mouth of the hose and another will be at the coupling that joins the hose to the mix tank.
 - b) Hoses used to extract water from the hydrant will utilize the same setup as described above, except that a third anti-siphon device will be found within the coupling joining the hose to the hydrant.
- 2) The herbicide concentrate will not be added to the tank until the water has been obtained and the application apparatus is at least 100 feet outside a sensitive area.

Disposal of Herbicidal Wastes

Disposal of all herbicidal wastes will be the responsibility of the licensed applicator. It is the applicator's responsibility to ensure that such disposal will be carried out in an environmentally sensitive manner, in compliance with all Federal and State regulations and guidelines.

VIII. EMERGENCY CONTACTS

In the event of a spill or emergency, information on safety precautions and cleanup procedures may be gathered from the following sources:

Herbicide Label

Herbicide Fact Sheet

Herbicide Material Safety Data Sheet

Herbicide Manufacturer

Bayer Environmental Science (800) 331-2867

Corteva AgriScience (800) 258-3033

Nufarm Americas (800) 345-3330

Massachusetts Pesticide Bureau (617) 626-1700

Massachusetts DEP Emergency Response (888) 304-1133

ChemTrec (800) 424-9300

EPA National Pesticide Information Center (800) 858-7378

Massachusetts Poison Control Center (800) 222-1222

Local Community Chief of Police and/or Fire Chief

Attleborough (508) 222-1212

Barnstable (508) 775-0387

Berkley (508) 822-7040

Bourne (508) 759-4420

Dartmouth (508) 910-1700

Fall River (508) 676-8511

Falmouth (774) 255-4527

Foxborough (508) 543-4343

Framingham (508) 872-1212

Freetown (508) 763-4017

Lakeville (508) 947-4422

Mansfield (508) 261-7300

Medfield (508) 359-2315

Middleborough (508) 947-1212

New Bedford (508) 991-6300

Norton (508) 285-3300

Raynham (508) 824-2716

Rochester (508) 763-5112

Sandwich (508) 888-1212

Seekonk (508) 336-8123

Sherborn (508) 653-2424

Taunton (508) 824-7522

Walpole (508) 668-1212

Wareham (508) 295-1212

Westport (508) 636-1122

Westwood (781) 320-1000

Yarmouth (508) 775-0445

APPENDICES

A. Herbicide Fact Sheets as approved by the Department, herbicide labels, and SDS.

B. Maps locating the ROW and Sensitive areas not readily identifiable in the field.

Maps provided with the Yearly Operational Plan shall remain effective for the duration of the YOP unless modified. Subsequent YOP's will contain any modifications to the maps made during the previous year.

APPENDIX A

Below find a list of herbicides potentially in use by this Yearly Operational Plan. For a list of the exact products and rates of application to be used in this year's program please refer to page 2 of this document.

MANUF.	PRODUCT NAME	ACTIVE INGREDIENT(S)	EPA REGISTRATION #
NUFARM AMERICAS	AQUANEAT	GLYPHOSATE	228-365
BAYER ENVIRONMENTAL SCIENCE	OUST EXTRA	SULFOMETURON METHYL METSULFURON METHYL	432-1557
BAYER ENVIRONMENTAL SCIENCE	ESPLANADE 200SC	INDAZIFLAM	432-1516
BAYER ENVIRONMENTAL SCIENCE	ESCORT XP	METSULFURON METHYL	432-1549
NUFARM AMERICAS	POLARIS AC COMPLETE	IMAZAPYR	228-570
CORTEVA AGRISCIENCE	MILESTONE	AMINOPYRALID	62719-519
BAYER ENVIRONMENTAL SCIENCE	OUST XP	SULFOMETURON METHYL	432-1552
CORTEVA AGRISCIENCE	OPENSIGHT	AMINOPYRALID METSULFURON METHYL	62719-597

LABELS & SDS SHEETS:

To access the labels and SDS sheets for any of the above products please follow the directions below:

1. Open your internet browser and enter the following address in the **Address bar**: www.cdms.net/label-database
2. On the Product Search bar enter the desired **Product Name** (as found above) into the **Search bar** and hit the **Search button**.
3. A list of products will appear. Please be sure to reference the **Manufacture and Product Name** to locate the correct information.

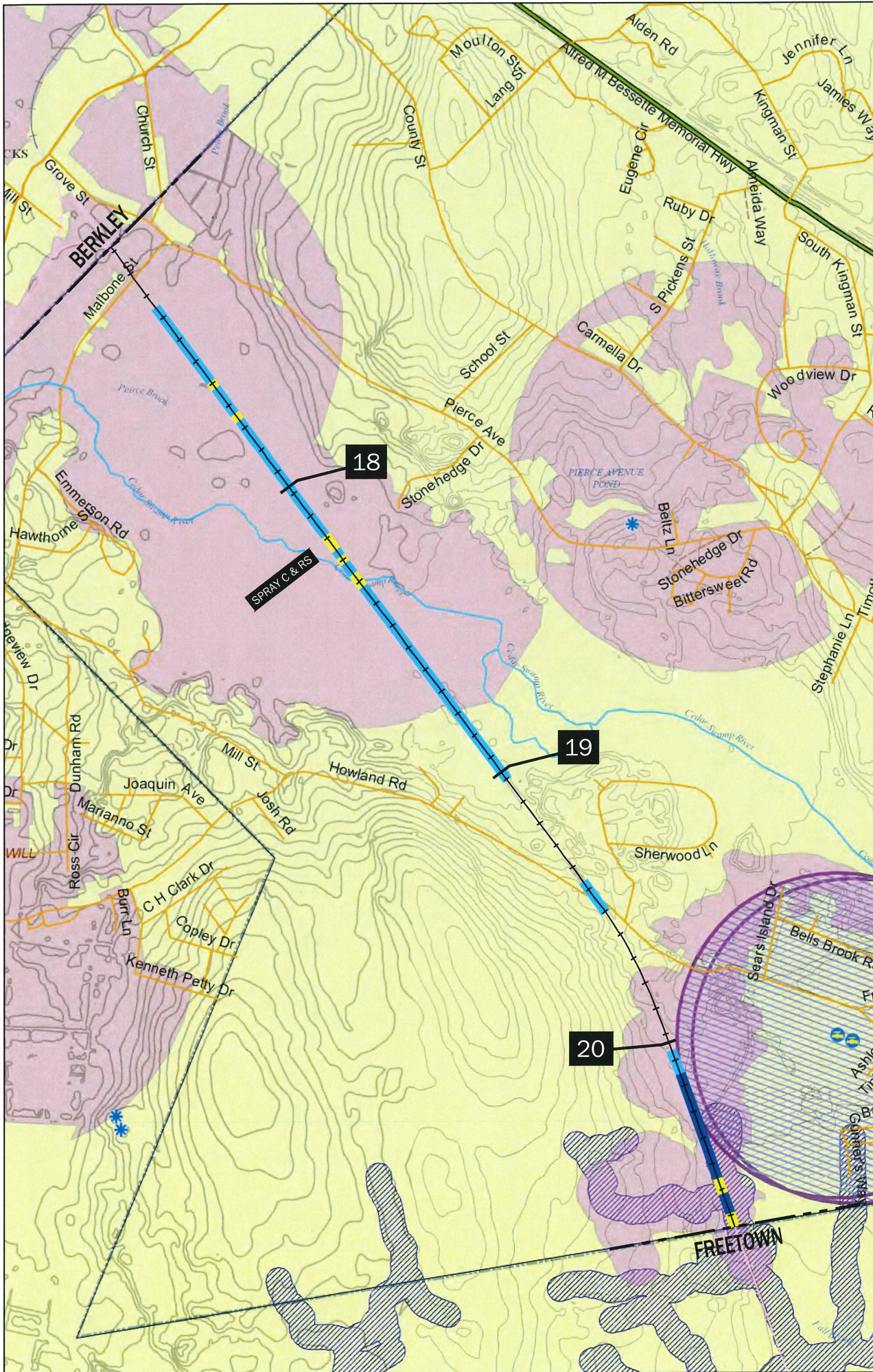
HERBICIDE FACT SHEET:






To access the herbicide fact sheets for any of the above products please follow the directions below:

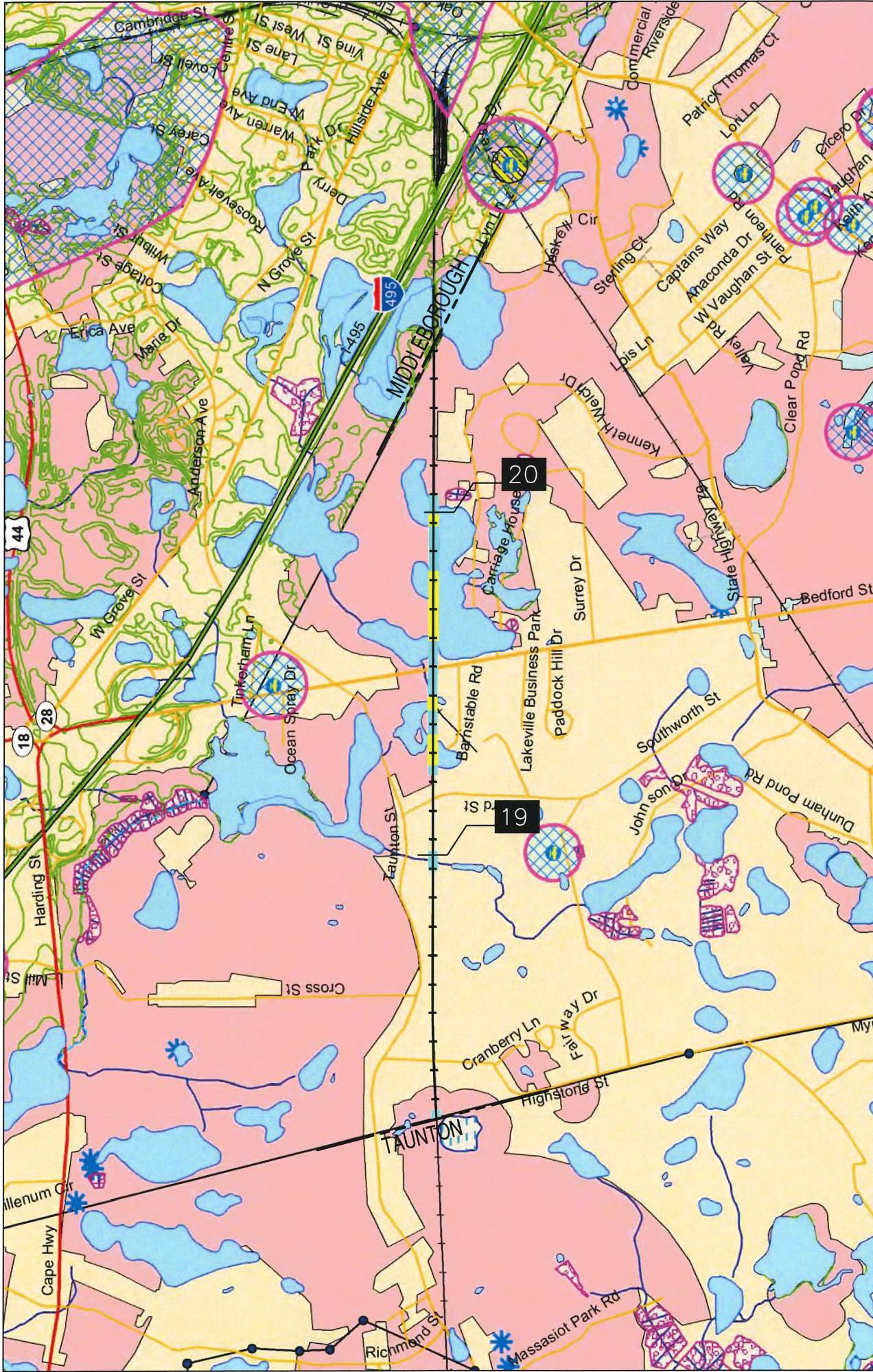
1. Open your internet browser and enter the following address in the **Address bar**: <http://www.mass.gov/eea/agencies/agr/pesticides/rights-of-way-sensitive-area-materials-list.html>
2. Choose the link that corresponds to the **Active Ingredient** present in the product you are interested in.

APPENDIX B

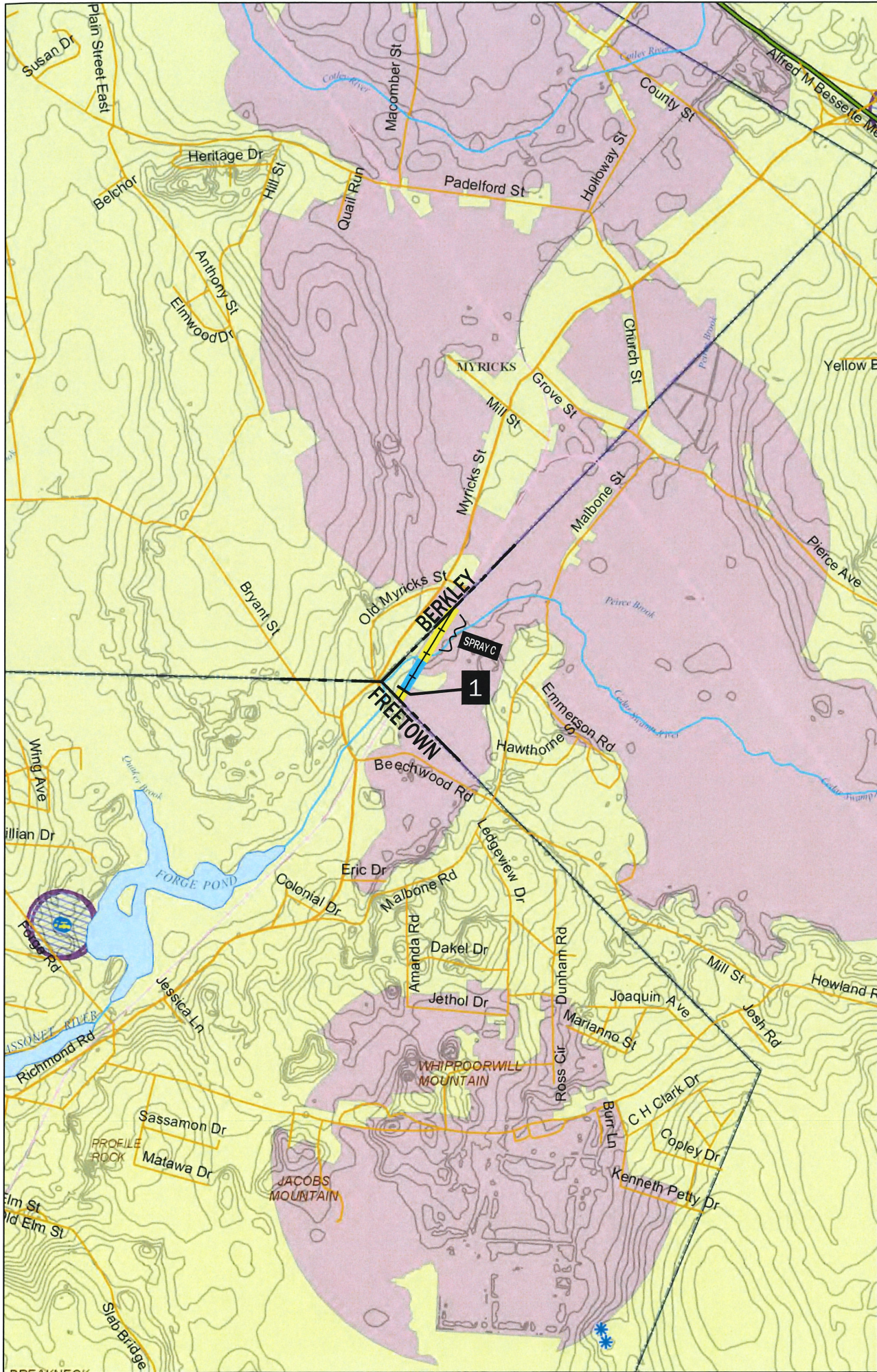
MAPS



SCALE: 1:25,000	SHEET 1 OF 1	TOWN OF: LAKEVILLE	BRANCH: NEW BEDFORD SECONDARY	DATE: 06/02/2011
 MASS COASTAL RAILROAD 68 CENTER STREET, SUITE 20 HYANNIS, MA 02601	TEC ASSOCIATES CONSULTING ENGINEERS 46 SAWYER STREET SOUTH PORTLAND, MAINE 04106	LIMITED SPRAY ZONE (1 YEAR INTERVAL) LIMITED SPRAY ZONE (2 YEAR INTERVAL) NO SPRAY ZONE	Groundwater Source Surface Water Intake NHESP Vernal Pool	DEP Approved Zone I DEP Approved Zone II / IWPA
		  	  	Zone A Zone B NHESP Priority Habitat



SCALE: 1:25,000	SHEET 1 OF 1	TOWN OF: LAKEVILLE	BRANCH: MIDDLEBOROUGH	DATE: 5/10/2016
	MASS COASTAL RAILROAD 3065 CRANBERRY HIGHWAY, EAST WAREHAM, MA 02538	LIMITED SPRAY ZONE (1 YEAR INTERVAL) LIMITED SPRAY ZONE (2 YEAR INTERVAL) NO SPRAY ZONE	Groundwater Source Surface Water Intake NHESP Vernal Pool	DEP Approved Zone I DEP Approved Zone II / IWPA
Zone A Zone B NHESP Priority Habitat				



SCALE: 1:25,000	SHEET 1 OF 1	TOWN OF: LAKEVILLE	BRANCH: FALL RIVER SECONDARY	DATE: 06/02/2011
<div> <div> MASS COASTAL RAILROAD 68 CENTER STREET, SUITE 20 HYANNIS, MA 02601 </div> <div> TEC ASSOCIATES CONSULTING ENGINEERS 46 SAWYER STREET SOUTH PORTLAND, MAINE 04106 </div> </div>				
<div> <div> LIMITED SPRAY ZONE (1 YEAR INTERVAL) LIMITED SPRAY ZONE (2 YEAR INTERVAL) NO SPRAY ZONE </div> <div> Groundwater Source Surface Water Intake NHESP Vernal Pool </div> <div> DEP Approved Zone I DEP Approved Zone II / IWPA </div> <div> Zone A Zone B NHESP Priority Habitat </div> </div>				



April 13, 2020

Board of Selectmen
Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

Re: Programming Changes

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the following changes to our channel lineup:

- Effective May 13, 2020, the Sports Entertainment Package will be renamed More Sports & Entertainment Package.
- On or before June 30, 2020, ESPN Goal Line/ESPN Bases Loaded plans to terminate service. The channel is currently dormant as there are no college baseball or football games expected to be played before June 30th.

Should you have any questions, please feel free to contact me at 508.732.1536.

Very truly yours,

Michael Galla

Michael Galla, Sr. Manager
Government Affairs

RECEIVED
APR 15 2020
SELECTMEN'S OFFICE

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