

TOWN OF LAKEVILLE
Board of Selectmen
Meeting Minutes
October 4, 2017 – 6:00 PM

On October 4, 2017, the Board of Selectmen held a meeting at 6:00 PM at the Town Office Building in Lakeville. The meeting was called to order by Chairman Burke at 6:00 PM. Selectmen present were: Selectman Burke, Selectman Hollenbeck and Selectman Powderly. Also present were: Rita Garbitt, Town Administrator, Tracie Craig-McGee, Executive Assistant and Lorraine Carboni, Town Coordinator. LakeCAM was recording the meeting.

Meet with William Fuller to discuss the Event Management Contract for the Loon Pond Lodge

William Fuller was present for the discussion. Chairman Burke said that the Board has the draft of the contract. He reviewed the points that were raised by Town Counsel and then reviewed some of the inconsistencies in the contract. 1.3 First change-the 12 month in advance for elections that might occur on a weekend day. He thinks the weekend day is the operative language, because if you have a wedding on a Saturday, you need time to deal with that. Ms. Garbitt said State Elections are on week day. Only debt exclusions have been held on Saturdays. 2.2.1 Liability early termination and assignment of contracts. Mr. Fuller's attorney has added language about holding the manager harmless. If the contract is terminated, then he does not get to deliver on the final contract. He does not want to hold liability. Town Counsel said there could be liability stemming from the Manager with customer then assigned to the Town, once the contract is terminated. The Town should not agree to blindly assuming this liability. Selectman Hollenbeck said the contract states we are working with Mr. Fuller and there will be standard contracts, so there is a redundancy.

Discussion occurred on the positives and negatives on the contract. Mr. Fuller said if there was a problem prior to termination of the contract, he would be handing the problem off, but that is not the case. He would want to make sure things were executed to a T for the bride to the final day. His attorney wants to know how we solve that and protect everyone. Ms. Garbitt said if we do decide to terminate the contract, we would make provisions and get deposits. Selectman Hollenbeck said then we would want to see a clause that if the contract is terminated that those contracts agreed to will be fulfilled. Mr. Fuller said he would hand it off to the next person in line for the event.

Chairman Burke said we need to know the assignment language or agree to the terms because if we terminate and assignment occurs thru operation of the contract, we have an indemnity hold harmless on any and all liability and you do not give back the deposits. Selectman Powderly said he would have had to do something very serious. One can say hold harmless except for egregious actions or mismanagement. We are not out to go after you, but we can't have you walk away with ten (10) deposits. We would not hold you harmless for any and all liability, so that would have to stay in there. Selectman Hollenbeck said should you become ill there is no provision in here of what happens. It just results in termination of the contract. It may fall under Item 10.2 Remedies, but it does not completely address the situation that we are talking about. Maybe we can include a provision about a temporary clause, like if there is an issue that does

arise, to assign any contracts to the Town. In the event that something happens, then they should be removed from the bonus clause, since then he does not have responsibility, liability or obligation. Chairman Burke read that he has liability upon a default, but the early termination would occur with a default, maybe not. Selectman Hollenbeck said 2.2.1 and 2.2.2 seems to be contradictory. We can reach out to Town Counsel that in any event that Mr. Fuller assigns contracts to us, that we address the liability there. Then the ones automatically assigned to the Town, the new manager will work with the Town to address the issues. Selectman Powderly said there can be double bookings and they have not realized that they have done that and people show up. He cannot be held harmless forever and in all circumstances. Mr. Fuller said what about if he fell ill and cannot bring events to the finish line. Chairman Burke said there is a distinction, assignment through termination and assignment thru consent of both parties. If something happened to Mr. Fuller, we would work with you to get through it. We will tell Town Counsel to use a framework that assignment through termination is a different liability than that of both parties.

Chairman Burke asked about any questions on Page 3? Selectman Hollenbeck there are no definitions; it does not say who is paying who. Under 3.4 Record, the record keeping, I think it would be helpful to have open books and records. We need to make sure that he has full access through a general ledger and it goes both ways. It should be subject to audit anytime. He is free to come and look at things if his records do not jive. 20% of the catering fee is coming to us, which you collect. Chairman Burke said 3.1: the management fee should say \$3,000 per month paid to the Manager to manage. Selectman Hollenbeck said it should at least specify what revenues it refers to since there is the field rental he is not responsible for. It should enumerate each.

Chairman Burke asked about questions on Pages 4 or 5. Selectman Hollenbeck said on 6.3, the bartenders and caterers will be paid by the party booking the event. Rental fees are paid to the Town by the party? Mr. Fuller said they are collecting all the fees and submitting it for rent and revenue sharing between the caterers and the bar service. Ms. Garbitt said we met with the Town Accountant and each event will show everything for the event. Selectman Hollenbeck asked about cancellations. Ms. Garbitt said that will be addressed in every event contract.

Chairman Burke said on 6 7.1, there is a note from your attorney on repair and maintenance that you want to fix issues yourself. The comment from Town Counsel is that the Town must approve it. Mr. Fuller agreed to that. Under 8.1, Liability Insurance, Ms. Garbitt said the Town's insurance agent has given her the liability amounts. Selectman Hollenbeck asked if the liquor license dates can coincide with this lease. Ms. Garbitt said it is set by the ABCC, and we cannot change the date. Further discussion occurred regarding the dates. Selectman Hollenbeck said so unless Mr. Fuller has both the contract and liquor license, no alcoholic beverages can be served on the property.

Chairman Burke said on Page 7, the gross negligence clause, Town Counsel is requesting not to delete this, since it has to do with language mirroring State Statue limits liability for \$1 million. We want it to stay in there, but the second half any injury by the Town's failure to remove snow and ice is reasonable. Selectman Hollenbeck said with regard to the repairs and maintenance and snow removal, if there is property damage from an ice dam who is responsible?

Ms. Garbitt said that would be under the Town, since we own the building. Selectman Powderly said Mr. Fuller would have to alert us. Chairman Burke said damage occurred during events, if caused by patrons, would be Mr. Fuller's responsibility. Selectman Hollenbeck asked if that needed to be more clear. It is not the intent for someone to come after you if they slip and fall. Maybe change the language that if a natural disaster happens, he is not responsible. Selectman Powderly said if the water is left on in the sink and the place is flooded, is that due to the event. If the roof is leaking and he doesn't call us, it is a horror show. If he calls, we have the responsibility to get down there and resolve it. Selectman Hollenbeck said she understood the intent, but we will not always be here as a Board. Selectman Powderly said what if people fall or trip on tables and chairs at the event. Selectman Hollenbeck said if the damage occurred, no matter if event happens or not, this is ancillary to the event. Selectman Powderly said our employees would be in there if an event was not being held, and they would need to notify us so we can fix it quick. Selectman Hollenbeck asked what language do we have for the Old Library. Ms. Garbitt said she would check that lease. Selectman Hollenbeck said if we all understand this, then we need language to beef that up. Chairman Burke said an act of God is beyond the scope of this. Selectman Powderly said he wanted to be notified as soon as anything happens. Ms. Garbitt said the current manager has reached out to Mr. Darling right away during the summer when something has taken place.

Chairman Burke said on Pages 8-9, he didn't have a problem with it going to ten (10) days. Selectman Hollenbeck said on 10.1.a – a breach of agreement, maybe it needs to reference Article 5 in relation to #10. It does say collect all charges, but she had a hard time tying it back. Chairman Burke asked what would be the normal time frame. Mr. Fuller said we are talking about it being every two (2) weeks. Chairman Burke said can we put in that time frame of two (2) weeks? Mr. Fuller was agreeable to that. Selectman Hollenbeck said will the contract assume a deposit up front and then full payment prior to event taking place. Mr. Fuller said yes. Chairman Burke said that would solve this for Selectman Hollenbeck. If it goes 30 days, then that is considered a default.

Chairman Burke thanked Mr. Fuller for meeting with the Board. We will forward our revisions to Ms. Garbitt, who will send them to Town Counsel for him to coordinate finalizing this with your attorney. Ms. Garbitt said this may not be ready until November, so when do you want to approve it. Selectman Powderly said can we have it subject to both attorneys' approval. Chairman Burke said we will do it as we need to, since if we have to schedule a meeting just to approve the contract, we can do that so that we can be as timely as possible.

Review and vote to renew the Contract for Bartending Services at the Loon Pond Lodge

Chairman Burke said the contract for bartending services at Loon Pond Lodge expired on May 14 2017. We need to vote on a renewal with an expiration date of May 14, 2018. Ms. Garbitt said perhaps we can coordinate this with the event management contract. Selectman Hollenbeck suggested changing both dates to either June 30th or December 31st. Chairman Burke said we already missed the date, so we can reconcile to have them the same. Selectman Powderly asked about the fee for services? Did we say when payment was expected? Ms. Garbitt stated we want to include that fees will be turned right in. Chairman Burke said we could extend to June 30th and have the start date as today. Ms. Garbitt said the contract states it can

only extend for one (1) year. Selectman Hollenbeck said we can amend the amendment to put in dates that make sense. Chairman Burke asked if we can have the contract in place from then and extend to June 30th so it aligns with June 30th. The original expiration date until June 30, 2018 in this contract will remain in effect. Further discussion occurred regarding the expiration date. Selectman Hollenbeck said so we want it to be December 31, 2018 for the date.

Upon a motion made by Selectman Powderly; seconded by Selectman Hollenbeck it was:

VOTED: To approve the Amendment to the Agreement between the Town of Lakeville and The Bartending Service of New England, LLC.
Unanimous in favor.

Update on Solar Canopies at the Commuter Rail Station

Nathan Darling, Building Commissioner, was present for the discussion. Chairman Burke said we are putting together a letter to Secretary Pollack regarding the Selectmen's serious concerns about the solar canopies at the rail station parking lot. This came about very recently when it was talked about abandoning the Lakeville station and using it only for the Cape Cod flyer and building a new station in Middleborough. We received correspondence on September 8, 2017 that the MBTA is looking to be more sustainable, so they have contracted with a company to put solar canopies over their parking lots. It is part of the larger effort to reduce greenhouse gas emissions. It will improve snow removal, and there will be solar credits in lieu of taxes to municipalities. Omni Navitas has been in touch with the Assessors' Office regarding the plan. Ms. Garbitt said she has not spoken to Mr. Colon, but has met with Harald Scheid.

Chairman Burke said we have this unilateral activity by the State. This is the part of town that was developed and designed with regional planning agencies to have it as part of their Smart Growth Overlay District. We want to set up a meeting with State officials about this. One of the big concerns is if we will still receive the 40S money. Ms. Craig-McGee had prepared a draft letter, and he added things that he had an issue with. The parking lot is surrounded by residential apartments. He is also concerned about the safety and aesthetics of such a project. They claim it will improve safety and cut down greenhouse emissions. He does not know how this will cut down greenhouse emissions, since the solar is not adding to it and it is not being used to power trains. He asked Ms. Garbitt to contact Mr. Colon and tell him we sending a letter to Secretary Pollack. Ms. Garbitt said the Assessors received a letter in March. Mr. Scheid has come up with a form that he has used on 30 other solar farms and sent them a letter back in March. Now he is receiving all kinds of calls from other communities. In June, he received the form back and looked at the Board of Assessors Minutes about this, but now they are in a hurry to finalize all this. Selectman Hollenbeck said are we receiving any money from taxes, since they say in pilot agreement of in lieu of taxes. Are they paying us something now or are they looking to offset the personal property tax with solar credits. Selectman Hollenbeck asked is it Omni's equipment being leased by the MBTA. The question is if that is the proper way to assess it. Is it an income formula he is using to assess it?

Chairman Burke said this speaks to a bigger theme. The Middleborough Selectmen are irked about MassDOT and the location of the proposed station in Middleborough. If we wanted to do

the PILOT and they want to get started in October, it is October and they have not contacted us. The unilateral action by the State leaves no time for Lakeville and the other communities to be able to voice their concerns. Ms. Garbitt said the Request for Proposal went out in the beginning of the year. Selectman Powderly said he spoke to Senator Rodrigues, and he said if we didn't want them, they won't put them in. We need to issue a cease and desist and carbon copy that to the solar company installer and see if it holds water. Maybe they do not fall under the control of the Town, but they would have to at least get permits. Middleborough Gas and Electric (MG&E) is not giving an opinion on whether these are appropriate or not. At 12.5 cents a kilowatt, MG&E is not a proponent of solar farms, since they buy cheaper than solar costs. He doesn't want to defend what the Assessors did or didn't do. It is still the Selectmen that they need to come before. Selectman Hollenbeck said she is in favor of writing the letter and getting Town counsel to draft a letter. Selectman Powderly said to have Mr. Darling do a cease and desist order.

Chairman Burke said sending this letter is step 1. We will copy our State Legislators and Mr. Colon. Step 2 is to call Mr. Colon about our concerns. Step 3 is to issue the cease and desist. We want to meet with someone high up about this.

Discuss Mitigation regarding the Commuter Rail Station

Chairman Burke said the Middleborough people are not happy about the station and do not want it. We are not happy either as we built a whole development as a corner stone based on the rail station. If it is not there, it opens up a whole can of worms. We need to talk about what we want from this potential situation. We don't want rail extended down from where it is, since it will bring more traffic into Lakeville. Train traffic is loud and it is a disruption everywhere it crosses a street. Representative Orrall asked us to consider mitigation to offset the negative impact. Selectman Hollenbeck said train traffic from Taunton, Fall River and New Bedford will now come up through South Precinct Street. It will disrupt a lot of traffic. So there are a lot of impacts.

Selectman Powderly said it is not in the best interest of ridership having people come from New Bedford and Fall River. What is the cost benefit to doing \$1 billion to upgrade the rail line? Chairman Burke said they depicted this totally opposite. Selectman Powderly asked what mitigation we should ask for. We should say that we disagree with the rail service being suggested through Middleborough. Selectman Hollenbeck said right now all trains will meet at the rail junction and then back up to Middleborough. The mitigation conversation happened more in the closing of Lakeville and opening of Middleborough and having more active lines, crossings, noise etc., than we have now. Selectman Powderly said if they move forward, what is the mitigation? Selectman Hollenbeck said can we leverage both. Our first concern and priority is to talk about mitigation through the closing of the Lakeville station and the smart growth and planning we did. Then add in the detriment of a more active rail. Chairman Burke said there are two (2) aspects to Selectman Hollenbeck's point that we want mitigation for. Selectman Hollenbeck said it is changing the rural culture of our town. Selectman Powderly said and adding traffic at intersections. If they going to abandon the station, then sell us the land for a dollar. If they keep the land and put in solar and blight the area, they should provide Police Details as demanded on the abandoned hospital property. The trucks that park at McDonalds and

other places would find this place, and they would run all night with their sleepers. Significant empty parking lots are just not good areas. The solar array should stop; it is foolishness.

Chairman Burke said if they do the solar array, they have money invested in it and they will never give it away. Selectman Powderly said so ask for them to give us the land or have them provide Police Details. Chairman Burke said from the long term, it impacts the viability of the area. We have a developer that wants to develop down there. Representative Orrall said the 40S money will still come in, even if the station moves. Ms. Garbitt said we have been underpaid by \$150,000 the past two (2) years. We should have the MBTA guarantee the payment and not say just subject to appropriation. Chairman Burke said if the Town wants to expand the overlay, then that has to be part of it. If we are committed to development in that part of Town, they cannot just move it on us or they have to guarantee the money. Selectman Hollenbeck said the land should be part of the deal for our transit orientated district and smart growth we have been planning on for the area. They could build a pedestrian footbridge to the new station. Selectman Powderly said our mitigation should say that the overlay is all part of that district and any 40S shortfall should be guaranteed by the MBTA. We need to voice our concerns to Jean Fox, since it is both the solar and the station we are talking about.

Discussion occurred regarding meeting on October 18th with Jean Fox and her South Coast Rail team at 6:00 PM.

Review List of Town-Owned Properties for Natural Heritage Mitigation

Nathan Darling, Building Commissioner, was present for the discussion. Ms. Garbitt said Chairman Burke asked me to call Brian Madden about the Town owned parcels on County Street. Chairman Burke said this is for mitigation for the new Police Station site. Ms. Garbitt said the Town owns 20 acres that Mr. Darling felt was worth \$1,200 an acre or \$24,000. Audubon owns the abutting parcel. It is not turtle habitat, but it is habitat. This would be good to suggest to NHESP. There is turtle habitat on the other side of the highway. Selectman Powderly said his concern is giving away valuable property. He only wants to give them five (5) acres. Ms. Garbitt said NHESP does like to be next to Audubon land. Selectman Powderly said he is okay as long as Mr. Darling is satisfied that that is a good parcel from a Town perspective. Mr. Darling said he recommends donating the full 20 acres, because it is not buildable land and sending the Assessor's records with it to show the assessed value. Ms. Garbitt said she did ask about banking the additional acres with NHESP if the town has more projects, but Mr. Madden said just to do the back five (5) acres for now. Mr. Darling said the next piece is adjacent to the 20 acres and it is not wet; he sees value in it.

Selectman Powderly said he does not object to the 20 acres, but he doesn't want to give them 20 and then there is another problem, and they will want more. Chairman Burke said all the wetlands are worthless to them. They will do a calculation to determine the upland. Selectman Powderly said-so we have to give the 20 acres for them to get their five (5) acres. Mr. Darling said there would be a fee attached to it if we split up the property. Ms. Garbitt said since there is habitat there, it is interesting for them. She will have Mr. Madden speak to NHESP about the 20 acres.

Ms. Garbitt said she also spoke to Mr. Madden about the dead hazardous trees at the Ted Williams Camp. Mr. Peck is putting them on a map of the property. Mr. Madden said we may be able to just cut them down and include that on the Permit, since they are hazardous. Selectman Powderly said if they are unsafe, cut the tree down if people walk there. Selectman Hollenbeck said the trees are in the Haunted House area. Chairman Burke said he wants to have something in writing with Mr. Madden if we do cut the trees down, since we do not want to upset the apple cart with NHESP.

Update on MLS Listing for the Assessor's Office

Chairman Burke said the Assessors' Office had been listed on MLS. Ms. Carboni said she heard from Kyle Belkin today. The MLS Administrator reached out to him about red flags that showed up with the listing. When a listing goes up, there should be listing compensation with another realtor. So either a % or dollar amount needs to go in there. Mr. Belkin suggested putting in \$200. Chairman Burke asked what Town Counsel said. Ms. Garbitt said Attorney Everett said a fee of \$500 or under is not a problem. Chairman Burke said someone must have advised KP Law on how to do this since they have done it before. Please follow up with Attorney Everett since there are specific aspects they are telling us we have to revise or we should just terminate the listing. Maybe they have never done it. Ms. Garbitt said she did ask if there is a fee for the realtor to put it on. Selectman Hollenbeck asked if the Town would pay Mr. Belkin anything. Ms. Carboni said he did not want to take anything. Ms. Garbitt said she believes he would receive the \$200. Selectman Powderly said he does not think we would object to paying the broker the amount of \$200. Ms. Carboni said regarding lead paint, we just have to sign that we have no role. It was agreed that there was no issue with the \$200 fee. Selectman Powderly asked to do a contract for that. The buyer's broker gets \$200 compensation. Ms. Garbitt said she will sign the contract after she speaks to Attorney Everett.

Old Business: Review language changes to the Special Act establishing the Department of Inspectional Services and Permitting in the Town of Lakeville

Chairman Burke said the legislation has been approved. Mr. Darling said they removed a small section.

Upon a motion made by Selectman Burke; seconded by Selectman Hollenbeck it was:

VOTED: To approve the revised legislative act pending signature by the Governor himself.
Unanimous in favor.

New Business: Discuss Building Commissioner's memo regarding the Haunted House

Nathan Darling was present for the discussion. Chairman Burke said Mr. Darling did an inspection on October 30, 2014 for future upgrades and outlined projects he would like to see done. In conjunction when electrical work needed to be done, Mr. Darling was there and saw that some of these issues still exist. Mr. Darling said he has been working with them for five (5) years, and they are a great group of people, but they do not seem to be getting the safety issues. Sheet plastic which is highly flammable, cords out on the open ground, open plugs and indoor

only decorations not grounded and plugged into things. Mr. Olivieri agreed with the email, but did not go inspect the issues. They have also really expanded, and he has asked the Park Commission to meet him out there and do a walk through. Chairman Burke said he did not realize the issues until he went out there. He thinks they can mitigate the issues and move forward, but we really want to have a conversation with the Haunted House people and the Park Commission. He doesn't even know if the Town got paid for last year. We do not even have a contract with them. Ms. Garbitt said the Town did get paid, but they deducted the \$3,000 for electrical work. Chairman Burke said they did say they would do anything that we need to have done. It is a bit of a free for all out there. They have built some structures and that has crossed the line with 1,000's of people going thru there, there are potential problems.

Selectman Powderly asked about fire protection. Mr. Darling said that is one of his biggest issues. They have an EMT there, a Police Detail, and a few extinguishers here and there. It is a long venue and takes 45 minutes to go through, and they have it for 6 ½ hours. With the enclosures, you cannot get out as well as you should be able to. Chairman Burke said he is comfortable with them doing some things. We want to revisit the terms and if it is inadequate, then we need to beef it up and make it reasonable. The goal is not to stop it, but to make sure that there are safety measures in place. He thinks the rest of the Board should also visit. Ms. Garbitt said there is a paragraph in there about Police, Fire and Animal Control. Selectman Hollenbeck said there are a lot of dead trees there as well. Ms. Garbitt said Mr. Peck can go and take those down. Mr. Darling said we have a week and a half. They are willing to work with him, and he thinks we can get things done. Chairman Burke said are they not obligated to do it. Mr. Darling said their contract with the Fire Department has expired. Would they be required to go inspect it? Chairman Burke said wouldn't the Fire Department do it anyway? Ms. Garbitt said there used to be an annual meeting with the Park Commission, Fire Department and the Police Department. Mr. Darling said he has been concerned since he has been inspecting it, as there are roots and uneven surfaces. Chairman Burke said there is an enter at your own risk sign, but we need to look at the big picture stuff. Mr. Darling and he discussed the need to tighten everything up, and the first thing is to get a contract in order. The goal is just to make sure it is all done properly and safely. Ms. Garbitt said we require the separate insurance coverage and received their binder for this year.

Mr. Darling said within the next couple of days, there will be a meeting of the Park Commission, so that they see it and go from there. Chairman Burke said he thinks there has been some confusion with the Park Commission and the Selectmen of who is in charge of what, but he is fine deferring to the Park Commission on this. Mr. Darling said this will trickle into the maintenance of the building. The building is in deplorable condition. Ms. Garbitt said they don't walk through that. Chairman Burke said it is being used as a workshop, so that raises concerns for people that work there.

Any other business that may properly come before the meeting

Ms. Garbitt said she has been working on the 40R map. It shows the Smart Growth District we have, the lots that Robert Poillucci intends to buy and shows the Lakeville Hospital property. Selectman Hollenbeck said she would like to address LeBaron's Comprehensive Permit. Her concern is whether or not we will get credit for any of the buildings there, based on the

modification of the Comprehensive Permit and having rental and for sale on the same Permit and how they are monitoring it. Selectman Powderly said we have an attorney who reviewed the permit each time it was amended. Ms. Garbitt said it has been amended three (3) times and they have the copies. Selectman Powderly said he thought the meeting was specifically for the 40R. Selectman Hollenbeck said while we are there, why not speak of all our 40b projects. Since Sterling Court was rejected, she is worried about all of them. She feels the Town will get denied on Subsidized Housing Inventory at LeBaron. She thinks the amendments have taken it out of the 40B statute. The Zoning Board has approved it, so how will DHCD monitor those projects? They won't, so then they won't qualify. Ms. Garbitt said it has to end up with the 97 affordable units. Selectman Hollenbeck said it is all under one (1) Permit. Ms. Garbitt said the State approves it first before it goes for a Comprehensive Permit Amendment.

Chairman Burke said if Mass Housing approves it, then DHCD should count it. The same thing with Kensington, it finally got approved, but they are saying a different agency. Selectman Hollenbeck said it was amended by zoning, and then we find out it no longer counts, since it does not meet criteria under 40B. Chairman Burke said the Zoning Board needs to find out if it will still count if amended. Selectman Powderly said that is fine and can be a part of our discussion, but mainly tomorrow is about a developer coming before us on the hospital site. Can we do a 40R District and will we get compensated if it is properly done. Selectman Hollenbeck said that is part of it. She has concerns with the MBTA train station, and if it will still count and other 40B projects in existence and modifications and amendments that take it out of 40B status. They don't count anything until it is done. Selectman Powderly said it has been 16 years and it is not even half done. Ms. Garbitt said we have been getting credit right along with the 97 since the first Permit was issued. Selectman Powderly said if they are permitted for 400, they have not even got halfway there in 16 years. Ms. Garbitt said the latest report does not include the 14 units from Mr. Poillucci's project on Water Street. DHCD does the inventory. Selectman Powderly said he doesn't think anyone ever realized that Sterling would not be counted with all the reasons it changed. Chairman Burke said he thinks it is worth a conversation in general terms.

Selectman Powderly said we are getting credit for 97 units; being quiet on the issue is the best issue, so he rather not talk to them about it. Selectman Hollenbeck said maybe we can just talk to them about permits in general that get modifications. Selectman Powderly said if a builder comes to us on Canpro with 80 units, age restricted and affordable, you probably will get credit for all 80. Then it all gets built out, unless someone says something, then we still get the credit.

Ms. Garbitt said regarding the Regional Finance Committee, there has been a turn of events. There was a legal opinion years ago regarding the posting of meetings for a Regional School District. They must post in both Towns. Mr. Owen called the Attorney General and the person he spoke to said it didn't have to be, but they need to designate the School's website as their official posting site, and that has not been done. They did post it, but she told Mr. Owen if they meet, they are open to an Open Meeting Law violation, if anyone files. Selectman Hollenbeck said the meeting is at 6:30 PM tomorrow at the School. She has not seen an email or agenda. We set up a meeting last time we met for the first Thursday of every month, but she has not seen an agenda. Selectman Powderly said so the issue is a School Committee meeting that was

supposed to be posted in both Towns. Ms. Garbitt said yes, they are to be posted in both Towns. Renee at the Region sent the posting notice to Freetown, but never sent it to our Town Clerk.

Selectman Powderly asked what is their charge? Selectman Hollenbeck said to be an advisory committee on matters of the budget. Chairman Burke said there is no inward focus on the School Committee relative to their own budget. Selectman Hollenbeck said she did not go to the last School Committee meeting and is hoping to get an update on contract negotiations. Ms. Garbitt said that meeting was cancelled. Selectman Hollenbeck said we increased our spending with the School by \$1 million. We took in a little less than \$1 million with New Growth and everything else. Our funding this year is what we will bring in. We had to increase our spending on the rest of our Departments, but under budgeted by \$400,000 since we had to increase OPEB and Stabilization. We have to spend an additional \$400,000 to maintain our Departments. We end up having to come up with \$1.2 million. Selectman Powderly said the School will come to us with their solution and new business plan with how they will move forward. If the ploy is to do another grab, that is not a plan to fund the Schools; that is a plan to underfund the Town. Selectman Hollenbeck said the Schools increased the base amount. We did have some New Growth and some one (1) time fees. We can probably sustain the one (1) year base jump, but not a two (2) year base jump. That is not revenue that we can count on. We have to come up with a way to fund existing requests, and they will request more. Our stabilization and debt payments are down.

Chairman Burke said they will decimate Town services. They are taking the money from the Town, and that is not the solution. Selectman Powderly it is to fund an out of control budget. Chairman Burke said then we will have to start laying off emergency services people. We will not be able to afford to keep Police on the streets. Selectman Hollenbeck said our budget includes a lot of non-personnel. We have buildings and roads, infrastructure that we have to maintain, which is all under our jurisdiction. They look at that as not as important, since it is not people, so they have an emotional component. Selectman Powderly said the solution is for them to cut expenses or personnel or do an override. Selectman Hollenbeck said they want us to advocate for the override and we are not going to do it. We have looked at the long term financial health of the Town and they have not.

Upon a motion made by Selectman Hollenbeck; seconded by Selectman Powderly it was:

VOTED: To adjourn at 8:35 PM
Unanimous in favor.

List of documents provided at the Board of Selectmen's October 4, 2017 Meeting

1. Latest draft of the Agreement for the Event Management Contract for Loon Pond Lodge and Ton Counsel's comments. FY17 Park Department Revenues
2. Letter from Representative Keiko Orrall re: MBTA solar Issue, letter from Rick Colon of MassDOT dated Sept 8, 2017 re: MBTA contracting with Omni Navitas Solar Energy Development, letter from Mr. Darling, Building Commissioner, et al, dated September 29, 2017 re: options and considerations, MBTA vs. City of Somerville February 7, 2008 case 12 pages.
3. Agenda item for discussion – mitigation regarding the Commuter Rail Station
4. Agenda topic of reviewing list of town owned properties for Natural Heritage Mitigation to be continued after further research by Mr. Darling, Building Commissioner, et al.
5. MLS Listing for the Assessor's Office dated October 4, 2017, property transfer certification, real estate licensee-consumer relationship disclosure, exclusive right to sell listing agreement
6. Memo from Building Commissioner, et al regarding the Haunted House dated October 2, 3, 2017 to Park Commissioners and letter dated November 14, 2014 to Park Commissioners regarding identification of items that need to be corrected.