

TOWN OF LAKEVILLE MEETING POSTING & AGENDA

*Town Clerk's Time Stamp
received & posted:*

*48-hr notice effective
when time stamped*

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009). Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	<u>Select Board</u>
Date & Time of Meeting:	<u>Monday, December 18, 2023 @ 5:30 PM</u>
Location of Meeting:	<u>Lakeville Police Station</u> <u>323 Bedford Street</u>
Clerk/Board Member posting notice:	<u>Tracie Craig-McGee</u>

Cancelled/Postponed to: _____ (circle one)

Clerk/Board Member Cancelling/Postponing: _____

**PLEASE ASK IF ANYONE IS RECORDING THE MEETING AND ANNOUNCE THAT
LAKECAM IS RECORDING**

A G E N D A

1. Select Board announcements
2. Town Administrator announcements
3. Discuss and possible vote to award Loon Pond Lodge Management contract to 58 East Grove Street, Inc., dba Cranberry Catering/Boston Tavern
4. Discuss and possible vote to approve the request of the Board of Health to appoint Kevin Desmarais as a Special Assistant Health Agent.
5. Discuss and possible vote on request from Town Clerk to approve April 1, 2024 Election Warrant
6. Discuss and possible vote to renew Common Victualler License for Aramark Educational Services, LLC for: Apponequet High School, 100 Howland Road; F/L Middle School, 96 Howland Road; George R. Austin Intermediate School, 112 Howland Road, and; Assawompset Elementary School, 232 Main Street.
7. Building Committee Updates:
 - a. Senior Center Feasibility
 - b. Fire Station Building Committee
 - c. Old Colony Feasibility Study
8. Interview Interim Town Administrator candidates:
 - a. 5:45 PM – Robert Nunes
 - b. 6:00 PM – Richard LaCamera
9. Discuss and possible vote to appoint Interim Town Administrator
10. New Business
11. Old Business

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

AGENDA ITEM # 1
DECEMBER 18, 2023

SELECT BOARD ANNOUNCEMENTS

**AGENDA ITEM #2
DECEMBER 18, 2023**

TOWN ADMINISTRATOR ANNOUNCEMENTS

**AGENDA ITEM #3
DECEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE TO AWARD LOON POND LODGE
MANAGEMENT CONTRACT TO 58 EAST GROVE STREET, INC.,
DBA CRANBERRY CATERING/BOSTON TAVERN**

The draft contract, attached has been reviewed and approved by Town Counsel.

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 _____ day of December, 2023 (the "Commencement Date"), by and between the Town of Lakeville, a Massachusetts municipal corporation, acting by and through its Select Board having an address of 346 Bedford Street, Lakeville, Massachusetts 02347 (the "Town"), and 58 East Grove, Inc., dba Cranberry Catering and Boston Tavern, a Massachusetts corporation, with its principal place of business at 58 Grove Street, 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 October 26, 2023, 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 full-service kitchen which can be used for food

preparation, and two restrooms, together with outdoor space adjacent to the building. Seating capacity shall be subject to the specific limits imposed in the building's inspection certificate and any applicable fire code requirements.

- 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 into 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. Any updates to the kitchen shall be the responsibility of the Manager.

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 March 29, 2024 and ending on the third anniversary thereof.
- 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.
- 2.3 Assignment of Contracts. The Manager shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town.

ARTICLE 3 – MANAGEMENT FEE

- 3.1 Management Fee. There shall be no Management Fee to be paid by the Town to the Manager. The Manager shall pay to the Town a flat fee monthly as follows: Year 1 – \$9,500 per month; Year 2 – \$10,000 per month; and Year 3 – \$10,500 per month. This monthly fee shall be paid to the Town in addition to the room rental fee and all utilities.
- 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. In addition, the Manager shall be responsible for the payment of all utilities servicing the Property.
- 3.3 Use of the Property by the Manager for special events other than private events and functions, such as festivals, or in support of events held at other venues or locations, may be allowed pursuant to prior written approval of the Town in accordance with specific contract amendments and subject to fee payment for such additional uses and provision of appropriate proof of insurance naming the Town as an additional insured.
- 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 Federal, State and Local Elections and Town-sponsored events) shall be permitted to use the event/function space for no fee, with approval of the Select Board.
 - (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) Elections: The facilities shall be reserved for all Federal, State and Local Election

Dates which should include access to the lodge 48 hours before an election so that the Town Clerk may have ample time to prepare for the election.

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

(v) The Manager shall have use of the lodge building, parking lot and gazebo for events, and may use the Town's dumpster on the Property to dispose of trash, provided that the Town shall pay 40% and the manager shall pay 60% of the cost of the dumpster.

(vi) Special landscaping such as decorating the gazebo with plantings shall be subject to prior approval of the Town's Director of Public Works.

(vii) Fixtures: Improvements, equipment, and installations may only be affixed to the Property or the Facility with prior written consent of the Town, shall be deemed fixtures, and shall become property of the Town and may not be removed from the Facility or the Property.

(viii) Use of the Facilities for special events other than private events and functions, such as festivals, or in support of events held at other venues or locations, may be allowed pursuant to prior written approval of the Town in accordance with specific contract amendments and subject to fee payment for such additional uses and provision of appropriate proof of insurance naming the Town as an additional insured.

ARTICLE 5 – MANAGER’S SERVICES

5.1 During the Term, the Manager shall provide the following services at its sole cost and expense:

- a. Book and maintain a schedule of all events at the Facilities, such schedule to be made available to the Town for review at any time.
- b. Create a marketing plan, including advertising, resulting in a maximization of booked events and programming and update as necessary.
- c. Handle all inquiries for use of the facility.
- d. Provide tours of the Facilities to prospective users including providing all relevant and necessary information regarding the rental and use of the Facilities.
- e. Implement written policies and procedures for safe and appropriate use of the Facilities.
- f. Establish rates, fees, and other charges for use of the Facilities and prepare a written schedule of charges for prospective users, said rates, fees, and charges to be subject to final approval by the Town. The rental fees will be approved by the Town each year. All room rental fees will go to the Town (see attached fee schedule).
- g. Coordinate forms of contracts for events (to be executed by Manager and user)
- h. Execute all contracts and keep proper written records thereof

- i. Coordinate user selection of florists, photographers, and other vendors for events (collectively, "Vendors")
- j. Collect all Charges from users and Vendors and remit to the Town within 30 days of the event
- k. Coordinate all services to be provided by Vendors at events
- l. Coordinate, manage, and supervise any staff providing services at events
- m. Coordinate, manage, supervise and oversee all aspects of the events held at the Facilities including without limitation, staff, public safety, set-up, break down, cleaning and custodial services and trash removal, including after event clean-up.
- n. Ensure compliance with all Board of Health rules, regulations and other requirements applicable to the Facilities and events held thereon and maintain any and all food service licenses, Serve Safe certification, and permits at the sole cost of the Manager. The Facilities shall be subject to inspections consistent with operation of a fully operational kitchen/event venue so as to confirm compliance with all rules, regulations, and other requirements, including but not limited to the following:
 - Health Department Semi-Annual Inspections
 - Hood Cleaning - Semi Annual Cleaning and Inspections
 - Fire Suppression - Yearly along with Fire extinguishers
 - Grease Trap - Yearly clean out and inspection
 - Dishwashers - Monthly maintenance /Chemical Check/Deliming.
- o. Obtain and maintain a G.L c. 130, sec. 12c Commercial Caterer's License and any other required approvals through the Local Licensing Authority and the Alcohol Beverages Control Commission.
- p. Coordinate with the Lakeville Police Department and Fire Department to ensure compliance with its requirements regarding public safety.
- q. Ensure that all Vendors have appropriate insurance in place before entering the Facilities and keep proper records thereof.
- r. Maintain proper and accurate written records for all of the above (as applicable).
- s. Upon request, prepare and provide the Town with a summary report of all activity at the Facilities including costs, expenses and revenues and such other information at the Town may reasonably require monthly.
- t. Such other services as the Town may reasonably request
- u. Prepare and maintain a safety plan that complies with state and federal requirements, including without limitation the Governor's COVID-19 Orders and any orders of the Lakeville Board of Health or the Massachusetts Department of Public Health.
- v. Pay additional cost if the septic system must be pumped out more than once a year.

5.2 Background Check. The Manager shall submit to the Town a list of the names of all Manager's employees and agents who may be accessing the Property and the Facility together with an attestation swearing that all employees and agents of the Manager have undergone at least a minimum-standard background check, including a Criminal Offender Record Information (CORI) check, and that no employee or agent of the Manager purporting to access the Property and the Facility has a felonious criminal history. Furthermore, the Manager shall maintain said list and forward any changes to the Town as required in order to account for employee or agent change-over. Note that

employees and agents of the Manager not included on this list shall not be allowed access to the Property and the Facility.

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 resulting from normal use and the Manager is responsible for the payment of all utilities serving the Property.
- 6.2 Rental fees for the grounds shall be paid to the Town by the party booking the event.
- 6.3 Casualty Insurance. The Town shall keep and maintain property and liability insurance coverage 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 to workmanlike standards using like or better materials by and at the sole cost and expense of the Manager. Prior to undertaking such repairs or replacement, the Manager shall report any damage to and receive approval for repairs or replacement from the Town.
- 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, and parking areas serving the Property. The Manager shall be responsible for the walkways.

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. Any contractors or subcontractors retained by the Manager shall maintain similar insurance

coverages.

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 affected 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 required licenses, permits, or certifications, or 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 "FedEx" (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:

Tim Malinosky
Boston Tavern, Inc.
58 Grove Street
Middleboro, MA 02346

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:

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

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 and the parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- 12.9 Compliance with Laws. The Manager shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
- 12.10 Time of the Essence. Time shall be of the essence hereof.
- 12.11 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]

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

TOWN OF LAKEVILLE
By its Select Board

MANAGER:
58 Grove Street, Inc., dba Cranberry
Catering/Boston Tavern

By: _____
Name:
Title:

**AGENDA ITEM #4
DECEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE THE REQUEST OF
THE BOARD OF HEALTH TO APPOINT KEVIN DESMARAIS AS A
SPECIAL ASSISTANT HEALTH AGENT**

Correspondence from the Board of Health agent is attached.



Town of Lakeville

Board of Health

241 Main Street

346 Bedford Street (mailing address)

Lakeville, MA 02347

Board of Health
(508) 946-3473
(508) 946-8805
(508) 946-3971 fax

TO: Ari Sky, Town Administrator

FROM: Board of Health Agent, Edward Cullen

RE: Special Assistant Health Agent

DATE: December 11, 2023

The Lakeville Board of Health has been using Jim Romano as a Special Assistant Health Agent for some septic inspections that the Health Agent is not allowed to perform. Jim Romano also works for the Town of Berkley and conducts their septic inspections. Jim will be unavailable for several months this winter, so the Board of Health would like to request that the Select Board appoint Kevin Desmarais as a Special Assistant Health Agent to replace Jim Romano, while Jim is unavailable. Kevin is the Health Agent in Freetown and performs their septic inspections. If you have any questions, please let me know.

**AGENDA ITEM #5
DECEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE ON REQUEST FROM TOWN
CLERK TO APPROVE APRIL 1, 2024, ELECTION WARRANT**

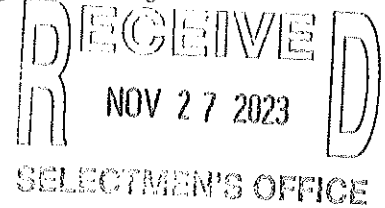
The Town Clerk's correspondence is attached.

TOWN OF LAKEVILLE

346 BEDFORD STREET
LAKEVILLE, MASSACHUSETTS 02346
FAX: (508) 946-3970



LILLIAN M. DRANE, MMC/CMMC
TOWN CLERK / REGISTRAR
TEL: (508) 946-8814
ldrane@lakevillema.org



TO: SELECT BOARD
FROM: LILLIAN M. DRANE, TOWN CLERK
DATE: NOVEMBER 27, 2023
RE: 2024 ANNUAL TOWN ELECTION

The Lakeville Annual Town election will be held on Monday, April 1, 2024 from 12:00 P.M. to 8:00 P.M. at the following location:

PRECINCTS 1, 2 AND 3
TED WILLIAMS CAMP, LOON POND LODGE
28 PRECINCT STREET, LAKEVILLE, MA 02347

Registered voters of the town will elect the following positions into office:

Two Year Unexpired Term

One- Cemetery Commissioner
One- Finance Committee

Three Year, Two Year and One Year Terms

(Terms to be determined by ballot count)
Three- Select Board members

Three Year Term:

One Moderator
One Board of Assessors member
One Board of Health member
One Cemetery Commissioner
Two Finance Committee member
One Park Commissioner
One Library Trustee

Five Year Term:

One Planning Board member

The Board also moves to include on the Annual Town Election ballot the office of Freetown-Lakeville Regional School District Committee member as follows:

Lakeville: Two Three Year Term

Freetown: One Three Year Term

**AGENDA ITEM #6
DECEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE TO RENEW COMMON
VICTUALLER LICENSE FOR ARAMARK EDUCATIONAL SERVICES,
LLC, FOR: APPONEQUET HIGH SCHOOL, 100 HOWLAND ROAD,
F/L MIDDLE SCHOOL, 96 HOWLAND ROAD, GEORGE R. AUSTIN
INTERMEDIATE SCHOOL, 112 HOWLAND ROAD, AND;
ASSAWOMPSET ELEMENTARY SCHOOL, 232 MAIN STREET**



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses,
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Aramark SN @ Assawampset Elementary
Address: 232 Main Street
City/State/Zip: Lakeville, MA 02347 Phone #: 508-947-1403

Are you an employer? Check the appropriate box:

1. ☐ I am an employer with 3 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☒ Other Food Service

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Chubb - Indemnity CO of MA

Insurer's Address: 200 N. Loxner Rd

City/State/Zip: King of Prussia PA 19406

Policy # or Self-Ins. Lto. #: C70315646 Expiration Date: 10/10/24

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 12/14/2023

Phone #: 267-500-7877

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Lakeville

Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: Tracie Craig-McGee

Phone #: 508-946-8803

Date: 12 / 14, 2023

Aramark Student Nutrition @ Assawompset Elementary
(Name of Individual or Firm)

5880 Nolansville Pike, Nashville, TN 37211
(Business Address)

232 Main Street, Lakeville, MA 02347
(Mailing Address, if different from above)

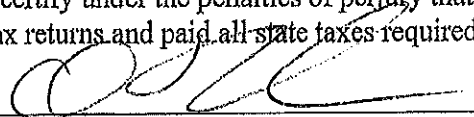
508.947.1403
Business Telephone Number

Email address: Annualreports@aramark.com

Enclosed is a check payable to the Town of Lakeville or Commonwealth of Massachusetts (if applicable) in the amount of \$ 25.00. It is my desire to renew the following license (s) held by me: (place X in appropriate box or boxes)

- | | | |
|---|------------------------------|----------------|
| <input type="checkbox"/> Class I | \$200.00 | |
| <input type="checkbox"/> Class II | \$200.00 | _____ |
| | | Bond exp. date |
| <input type="checkbox"/> Coin-operated amusement device | \$100.00 per machine | |
| <input type="checkbox"/> Public Entertainment on Sundays (Town fee) | \$ 50.00 | |
| <input type="checkbox"/> Public Entertainment on Sundays (State fee) | \$ 50.00 for music & dancing | |
| <input type="checkbox"/> Dancing on Weekdays | \$ 50.00 | |
| <input type="checkbox"/> Livery (provide proof of insurance & registration) | \$ 35.00 (per cab) | |
| <input checked="" type="checkbox"/> Common Victualler | \$ 25.00 | |

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.


* Signature of Individual or Corporate
Name (Mandatory)

By: Corporate Officer
Mandatory if applicable)

95-2051630
** Social Security # (Voluntary) or Federal
Identification Number

* Your license will not be issued unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or renovation. this request is made under the authority of Mass. General Laws Chapter 62C, Section 49A.



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses,
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Aramark SN - Apponequet Regional H.S.
Address: 100 howland Rd, Lakeville, MA 02347
City/State/Zip: _____ Phone #: 508-923-3518

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 6 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☒ Other Food Service

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Chubb Indemnity Ins. Co.

Insurer's Address: 200 N. Warner Rd

City/State/Zip: King of Prussia, PA 19406

Policy # or Self-Ins. Lto. #: C703 15 646 Expiration Date: 10/10/24

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Date: 12/14/2023

Phone #: 267-500-7877

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Lakeville

Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: Tracie Craig-McGee

Phone #: 608 946-8803

Date: 12/14, 2023

Aramark Student Nutrition - Apponequet Regional H.S.
(Name of Individual or Firm)

5800 Nolensville Pike, Nashville, TN 37211
(Business Address)

100 Howland Rd, Lakeville, MA 02347
(Mailing Address, if different from above)

508.923.3518
Business Telephone Number

Email address: Annual Reports @aramark.com

Enclosed is a check payable to the Town of Lakeville or Commonwealth of Massachusetts (if applicable) in the amount of \$ 25.00. It is my desire to renew the following license (s) held by me: (place X in appropriate box or boxes)

- | | | |
|---|------------------------------|----------------|
| <input type="checkbox"/> Class I | \$200.00 | |
| <input type="checkbox"/> Class II | \$200.00 | |
| | | Bond exp. date |
| <input type="checkbox"/> Coin-operated amusement device | \$100.00 per machine | |
| <input type="checkbox"/> Public Entertainment on Sundays (Town fee) | \$ 50.00 | |
| <input type="checkbox"/> Public Entertainment on Sundays (State fee) | \$ 50.00 for music & dancing | |
| <input type="checkbox"/> Dancing on Weekdays | \$ 50.00 | |
| <input type="checkbox"/> Livery (provide proof of insurance & registration) | \$ 35.00 (per cab) | |
| <input checked="" type="checkbox"/> Common Victualer | \$ 25.00 | |

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

[Signature]
* Signature of Individual or Corporate
Name (Mandatory)

By: Corporate Officer
Mandatory if applicable)

95-2051630
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Date: 12/14, 2023

Armark Student Nutrition @ George R. Ashby Intermediate
(Name of Individual or Firm)

5880 Nolansville Pike, Nashville, TN 37211
(Business Address)

112 Howland Rd, Lakeville, MA 02347
(Mailing Address, if different from above)

508. 923.3506
Business Telephone Number

Email address: Annual Reports @ Armark.com

Enclosed is a check payable to the Town of Lakeville or Commonwealth of Massachusetts (if applicable) in the amount of \$ 25.00. It is my desire to renew the following license (s) held by me: (place X in appropriate box or boxes)

<input type="checkbox"/> Class I	\$200.00	
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Workers' Compensation Insurance Affidavit: General Businesses,
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Aramark SN @ George R Austin Intermediate

Address: 112 Hawkland Rd

City/State/Zip: Lakeville, MA 02347 Phone #: 508-923-3506

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 3 employees (full and/or part-time).*
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[No workers' comp. insurance required]
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12. ☒ Other Food Service

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City/State/Zip: King of Prussia, PA 19406

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Expiration Date: 10/10/24

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I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 12/14/23

Phone #: 267-500-7877

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Lakeville

Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: Tracie Craig-McGee

Phone #: 508 946-8803



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses,
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Aramark SV @ Freetown Lakeville Middle School
Address: 910 Howland Rd, E
City/State/Zip: Lakeville, MA 02347 Phone #: 508-923-3518

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 6 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity.
[No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
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I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature]

Date: 12/15/2023

Phone #: 267-500-7877

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Lakeville

Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: Tracie Craig-McGee

Phone #: 508 946-8803

Date: 12/24/, 2023

Aramark Student Nutrition @ Free-town Lakeville Middle School
(Name of Individual or Firm)

5880 Nolansville Pike, Nashville, TN 37211
(Business Address)

96 Howland Road, Lakeville, MA 02347
(Mailing Address, if different from above)

508-923-3518
Business Telephone Number

Email address: Annual Report@aramark.com

Enclosed is a check payable to the Town of Lakeville or Commonwealth of Massachusetts (if applicable) in the amount of \$ 25.00. It is my desire to renew the following license (s) held by me: (place X in appropriate box or boxes)

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		Bond exp. date
<input type="checkbox"/> Coin-operated amusement device	\$100.00 per machine	
<input type="checkbox"/> Public Entertainment on Sundays (Town fee)	\$ 50.00	
<input type="checkbox"/> Public Entertainment on Sundays (State fee)	\$ 50.00 for music & dancing	
<input type="checkbox"/> Dancing on Weekdays	\$ 50.00	
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<input checked="" type="checkbox"/> Common Victualler	\$ 25.00	

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

[Signature]
* Signature of Individual or Corporate
Name (Mandatory)

By: Corporate Officer
Mandatory if applicable)

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**AGENDA ITEM #7
DECEMBER 18, 2023**

BUILDING COMMITTEE UPDATES:

- a. SENIOR CENTER FEASIBILITY STUDY**
- b. FIRE STATION BUILDING COMMITTEE**
- c. OLD COLONY FEASIBILITY STUDY**

**AGENDA ITEM #8
DECEMBER 18, 2023**

INTERVIEW INTERIM TOWN ADMINISTRATOR CANDIDATES:

5:45 PM – ROBERT NUNES

6:00 PM – RICHARD LACAMERA

Application material from the two candidates is attached.

Robert G. Nunes
44 Paula Drive
Taunton, MA 02780

December 13, 2003

Members of the Select Board
Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

Dear Honorable Members,

I would like to take this opportunity to express my interest in the position of interim Town Administrator for the Town of Lakeville.

I have an extensive history of success in tenures within both state and local government. I served as Mayor of Taunton for 11 years, Deputy Commissioner of Revenue and Director of Municipal Affairs, managing the Division of Local Services (DLS), Fiscal Overseer of the City of Lawrence and most recently as Town Manager of Middleborough. I retired in October of 2022.

Throughout my career, I have forged successful relationships with local businesses, boards and commissions, neighborhood organizations, unions, department managers, government associations, and stakeholders as well as local, state, and federal officials. As a proactive professional, I have held responsibility for a diverse range of duties, including budget development and presentation, strategic planning, team building, job creation, economic development, union relations, complex infrastructure projects and emergency/crisis management.

I would like to highlight some initiatives and accomplishments in my tenure as town manager:

- Transparent in communicating with the five members of the Select Board and with residents of the community.
- Responded timely to constituent requests by email, phone calls or through meetings.
- Created a Town Manager Facebook page and Twitter feed.
- Initiated resident surveys on the Town Manager Facebook page.
- Fostered a business-friendly climate within town government and implemented online permitting and improved customer service.
- Created a project review committee that allowed prospective developers to meet with department heads, residents, and myself to discuss any pitfalls or obstacles that they may face during the permitting process.
- Implemented department head team meetings, i.e. finance, DPW, economic development and public safety.
- Created an annual Town Strategic Plan.
- Served on the police, DPW and school building committees.
- Implemented sound fiscal policies. Accumulated strong free cash, stabilization fund and retained earnings balances over eight years. The town's fiscal strength allowed the town to improve its infrastructure, implement a capital improvement plan, purchase much needed capital items, pay down debt, place an annual OPEB appropriation in the Plymouth County OPEB Trust Fund (PCOT) and fund one-time budget requests. The town did not face any structural deficits because of strong fiscal management.

- Successfully negotiated collective bargaining agreements with employees and non-union personnel.
- Worked in partnership with the Green Energy Committee and was successful in Middleborough becoming a Green Community.

I am well aware of my responsibilities as the interim town administrator to carry out the decisions and policies of the Select Board. I will diligently follow up on issues that I will be tasked with.

I am confident that I can leverage my expertise and experience to provide significant value to the Town of Lakeville. I look forward to discussing how I can help all of you achieve both your short- and long-term objectives.

In the meantime, if you have any questions or comments, please do not hesitate to call me at 508-789-2915 or email me at bnunes1@comcast.net.

Sincerely,

Robert G. Nunes

Richard La Camera

32 Old Powderhouse Rd.
Lakeville, MA 02347

508.947.1782 Home

Email: rlacamera@hotmail.com

Interim Town Administrator

Municipal Experience: 40 Years

As a member of the Select Board and Finance Committee with the Town of Lakeville and as the Town Administrator for the Town of Rochester.

Lakeville Finance Committee, 1982-1998

Lakeville Select Board, 1998-2007

Rochester Town Administrator, 2007-2014

Hanson Interim Town Administrator 2014-2015

Lakeville Library Trustee, 2015-2019

Lakeville Select Board 2019-2023.

Qualifications:

Business skills to analyze and anticipate changes in Town's revenue and expenses.

Strong relationships at the state and local level.

Extensive information technology experience.

Knowledge of how state and local government function.

Leadership skills: ability to analyze an issue, propose a recommended solution and present the solution to various Town Boards and Town Meeting.

Extensive financial knowledge of the local and state laws and financial reporting requirements.

Significant experience in collective bargaining and human resource management

Ability to communicate professionally and interact cooperatively with the public in a variety of settings.

PROFESSIONAL EXPERIENCE

Town of Hanson

Interim Town Administrator
2015

August, 2014 - May,

Town of Rochester

Town Administrator
2014 (retired)

December, 2006 – June,

- Administer and develop annual operating budgets.
- Prepare three five-year financial forecasts.
- Recommend and administer capital improvement programs.
- Negotiate union contracts.
- Coordinate insurance.
- Coordinate grants.

- Supervise day-to-day municipal operations.
- Oversee maintenance and control of town facilities.
- Coordinate ADA.
- Oversee information services.
- Develop partnerships in regionalization of services with surrounding communities.
- Chief procurement officer.
- Negotiate IMA water agreements with New Bedford, Taunton and Marion.
- Member of Emergency Management Committee.
- Experience with Chapter 40B and Chapter 40-R projects.

NSB Retail / STS Systems

Retail Enterprise Software Solutions Company

Senior Account Executive

1997- 2006

Fujitsu /ICL Systems

Retail Hardware and Software Solutions Manufacturer

Senior Sales Executive

1988 – 1996

Computerized Retail System

Retail Solutions Provider

Vice President, Sales and Marketing

1985-1988

EDUCATION

Bachelor of Science – Accounting – Bentley College, Waltham, MA

Personal: Married, with four children

Community Involvement: Lakeville Lions Club Board of Directors
 Apponequet Athletic Boosters Club
 Lakeville Youth Sports Coach
 Freetown-Lakeville Community Recreation Coach
 Incorporator, Eastern Bank
 Freetown/Lakeville Middle School Building Committee
 Lakeville Senior Center Building Committee
 Lakeville Library Building Committee
 Lakeville Development Corporation
 Freetown/Lakeville High School Building Committee
 Freetown /Lakeville Regional Finance Committee
 Assawompset School Study Committee
 Member SRPEDD (Southeastern Regional Planning and Economic Development District.)
 Member of Metropolitan Planning Organization
 Served on various other Town of Lakeville Committees
 Rochester Memorial School Building Committee
 Rochester Affordable Housing Plan Committee
 Rochester Planning Committee
 Rochester Stormwater Management Committee

**AGENDA ITEM #9
DECEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPOINT INTERIM TOWN
ADMINISTRATOR**

**AGENDA ITEM #10
DECEMBER 18, 2023**

NEW BUSINESS

**AGENDA ITEM #11
DECEMBER 18, 2023**

OLD BUSINESS