

AGENDA
Lakeville Select Board and acting as the
Wage & Personnel Board as needed

Lakeville Police Station – 323 Bedford Street
October 24, 2022 – 6:00 PM

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

1. Select Board Announcements
2. Town Administrator Announcements
3. 6:15 PM Warrant Review for November 14, 2022 Special Town Meeting
4. Discussion regarding the Town Hall/Fire Station Feasibility Study
5. Discuss draft Development Agreement for 43 Main Street Redevelopment
6. Discuss and possible vote to approve 2023 Holiday Schedule
7. Review and possible vote on the request from Middleborough/Lakeville Herring Fishery Commission for appointment of Ronald Burgess as warden and Cynthia Gendron as Volunteer Observer
8. Review and possible vote to approve the request from the Friends of Lakeville Council on Aging to place a sign at the intersection of Route 18/Precinct Street for a Christmas wreath sale
9. Review and possible vote to approve Select Board Meeting Minutes of October 11, 2022
10. New Business
11. Old Business

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

**AGENDA ITEM #1
OCTOBER 24, 2022**

SELECT BOARD ANNOUNCEMENTS

Special Town Meeting – November 14th at 6:30 PM at Apponequet High School

The State Election will take place on November 8, 2022 from 7 AM to 8 PM at the Loon Pond Lodge at Ted Williams Camp. The deadline to register to vote in the State Election is October 29, 2022 at 5:00 PM at the Town Clerk's Office.

Early voting in person is also available and takes place at the Old Town House located at 2 Precinct Street. Early voting began on October 22nd and ends on November 4th. Further detailed information can be found on the Town Clerk's website page at www.lakevillema.org.

The Treasurer/Tax Collector would like to remind residents that real estate and personal property tax bills for the second quarter are due November 1, 2022.

**AGENDA ITEM #2
OCTOBER 24, 2022**

TOWN ADMINISTRATOR ANNOUNCEMENTS

**AGENDA ITEM #3
OCTOBER 24, 2022**

**WARRANT REVIEW FOR NOVEMBER 14, 2022 SPECIAL
TOWN MEETING**

Attached is the Warrant for the Special Town Meeting.

COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

Special Town Meeting

Monday, November 14, 2022

To any of the Constables of the TOWN OF LAKEVILLE,

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet in the

APPONEQUET REGIONAL HIGH SCHOOL
100 HOWLAND ROAD, LAKEVILLE, MA

On Monday, November 14, 2022, at 6:30 PM, then and there to act on the following articles:

ARTICLE 1: To see if the Town will vote to transfer the sum of \$11,975.43 from Free Cash and \$362.57 from Park Retained Earnings to pay for the following unpaid bills from the prior fiscal year; or take any other action in relation thereto.

Unpaid Bill No.	Department	Vendor	Amount	Purpose
1	Select Board	Country Press	\$384.04	Town Reports
2	Assessors	Real Estate Research Consultants, Inc.	9,200.00	Personal Property listing & valuations
3	Human Resources	WB Mason	96.38	Office Supplies
4	Human Resources	WB Mason	69.99	Office Supplies
5	Town Offices	Ricoh	82.02	Copier Maintenance
6	Facilities	Advanced Lock & Key	425.00	Service Call
7	General Insurance	J.K. Olivieri Insurance, Inc.	1,718.00	Year-end auto
8	Park Enterprise	Auto Zone	65.22	Auto Supplies
9	Park Enterprise	New England Ice Cream	297.35	Clear Pond concession
	Total		\$12,338.00	

Proposed by the Select Board

ARTICLE 2: To see if the Town will vote to raise and appropriate from taxation the sum of \$70,000 to supplement the appropriations stated below that were previously voted in Article 1 of the May 9, 2022, Annual Town Meeting for the Fiscal Year beginning July 1, 2022, for various Town Departments; or take any other action in relation thereto.

Line No.	Department	Budget Line Item	Amount	Purpose
28	Facilities	Salaries	\$50,000	Facilities Manager
35	Fire	Expenses	20,000	Protective Clothing
	Total		\$70,000	

Proposed by the Select Board

ARTICLE 3: To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide a sum of money for capital improvements and equipment shown below and all costs incidental or related thereto, and to authorize Town Officials to take such action and execute all documents as may be necessary to effectuate the purposes of this vote, or take any action relative thereto.

Department	Project/Purpose	Town Meeting	Amount	Funding Source
1	Police	Firearms replacement	\$30,000	Free Cash
2	Fire Station	Schematic Design	220,000	Free Cash
3	Town Hall	Schematic Design	205,000	Free Cash
	TOTAL		\$455,000	

Proposed by the Select Board

ARTICLE 4: To see if the Town will vote to appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of the Town of Lakeville, for replacing windows and exterior doors at the Assawompset Elementary School located at 232 Main Street, Lakeville, Massachusetts 02347, which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program and for which the Town may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"). The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town. Any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) fifty-three and fifty-three hundredths percent (53.53%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; or to take any other action relative thereto.

Proposed by the Select Board

ARTICLE 5: To see if the Town will vote to appropriate or reserve from the Community Preservation Fund annual revenues in the amounts recommended by the Community Preservation Committee for committee administrative expenses, community preservation projects and other expenses in fiscal year 2023, as shown below, with each item to be considered a separate appropriation:

Appropriations:

From FY 2023 estimated revenues for Committee Administrative Expenses \$ 8,750

Reserves:

From FY 2023 estimated revenues for Historic Resources Reserve \$ 17,500

From FY 2023 estimated revenues for Community Housing Reserve \$ 17,500

From FY 2023 estimated revenues for Open Space Reserve \$ 17,500

From FY 2023 estimated revenues for Budgeted Reserve \$ 113,750

Or take any other action relative thereto.

Proposed by the Community Preservation Committee

ARTICLE 6: To see if the Town will vote to amend Section 13 of Chapter III of the Town's General Bylaws relative to the Select Board, Section 16 of Chapter II of the Town's General Bylaws relative to the Finance Committee and Section 25(e) of Chapter III of the Town's General Bylaws relative to the Capital Improvements Committee, all for the purpose of making the timeline for establishing the annual town budget more consistent with the Town Administrator Bylaw and the timeline used in recent years, as shown below with additions shown in **bold** and deletions shown in ~~strikethrough~~, or take any other action relative thereto.

Part I – Select Board

Section 13. **(a) Each year** the Select Board **shall establish a budget calendar for the ensuing fiscal year.** All boards, committees, heads of departments or other officers of the town authorized by law to expend money, shall furnish ~~directly to the Select Board to the Town Administrator and Finance Committee~~ by January 31st ~~of each year~~ **by a date established by the Select Board**, detailed estimates of the amounts necessary for **salaries, and expenses necessary** for the proper maintenance of the departments under their jurisdiction for the ensuing **fiscal** year with explanatory statements as to any changes from the amounts appropriated for the same purposes in the ~~preceding~~ **then current fiscal** year, ~~and an estimate of amounts necessary for outlays or permanent improvements.~~ They shall also prepare estimates of any income likely to be received by the town during the ensuing **fiscal** year in connection with the town's business or property entrusted to their care. The Select Board shall include in their estimate ~~the salaries and expenses connected with their own office, and the salaries of all other town officers shall be included in the estimate for the office, department or branch of the public service of which they are in charge.~~ The Treasurer shall, in addition to ~~his~~ **the** estimate of the amount required for the maintenance of ~~his own~~ **their** office, prepare a separate statement indicating the amounts required for the payment of interest on the town debt and for the payment of such portions of the town debt as may become due during the ~~succeeding~~ **ensuing fiscal** year. (Adopted May 13, 1974; approved by Attorney General June 6, 1974)

(b) Upon receipt of the budget submissions from the various departments, the Town Administrator shall assemble, prepare and present to the Select Board, by a date established by the Select Board, a proposed annual operating budget for each department for the ensuing fiscal year. The Town Administrator's proposed budget shall also include the annual report of the Capital Expenditures Committee. The Select Board shall review the annual proposed budget submitted by the Town Administrator and make recommendations with respect thereto as they deem advisable. The Town Administrator shall present the budget, incorporating the recommendations of the Select Board and the Capital Expenditures Committee to the Finance Committee by a date established by the Select Board.

(c) If the Select Board shall fail to establish an annual budget calendar by January 1, the calendar used to establish the budget for the then current fiscal year will be used to establish the budget for the ensuing fiscal year.

Part II – Finance Committee

Section 16. All articles in any warrant for a town meeting shall be referred to the finance committee for its consideration. The ~~Select Board~~ **Town Administrator** shall transmit **by a date established by the Select Board**, immediately a copy thereof to said committee; after due consideration of the subject matter of such articles, by the committee, they shall report thereon to the town meeting, in writing, such recommendations as it deems best for the interest of the town and its citizens. Said committee shall investigate the financial needs of the town, and its departments, and shall prepare and submit in writing at the annual town meeting, a budget and recommendations of the committee thereon.

Part III – Capital Improvements Committee

Section 25(e)(1) For the purposes of this Section, a capital improvement is defined as a physical betterment, including but not limited to the construction of new buildings or facilities and the alteration of buildings or facilities now or hereafter existing, the purchase of land, or items of equipment, provided that any such physical betterment having a cost of less than \$10,000, and which in the judgment of the committee is not of an unusual or non-recurring nature, shall not be considered a capital improvement.

(2) It shall be the duty of the committee to ascertain annually what expenditures for capital improvements, as herein defined, will be required by the Town during the ensuing five years, and in making its determination shall confer with the Finance Committee and the Town Accountant, any Town boards, commissions, committees, officers, employees, and other agencies and departments of the Town involved in making expenditures for capital improvements in the Town, all of which shall co-operate with the committee. All such agencies and departments or other authorities of the Town authorized by law to make such expenditures shall furnish detailed estimates of the expenditures necessary for capital improvements under their jurisdiction for the ensuing five years in conjunction with their annual budget requests **presented to the Town Administrator.**

(3) **Upon receipt of the capital expenditure submissions from the various departments, the Town Administrator shall assemble, prepare and present to the committee, by a date established by the Select Board, a proposed capital budget for each department for the ensuing five years.** The committee shall **use the Town Administrator's report** to prepare annually a program of expenditures for capital improvements, including recommendations for the scheduling of such expenditures and the financing thereof and the probable impact of such improvements on the tax rate of the Town and shall furnish such report and recommendations to the ~~Finance Committee and Select Board~~ **Town Administrator** on or before ~~the second Monday in April annually~~ **a date established by the Select Board** for use in preparing ~~it's~~ the annual budget recommendations ~~to the Town~~ **for the ensuing fiscal year.** Copies of such report and recommendation shall be deposited with the Town Accountant and with the Town Clerk and copies shall be made available by the Town Clerk upon request. The capital program for the following five years, shall be published with the Capital Expenditures Committee report and included in the Annual Town Report. Such capital program shall be presented to the annual town meeting for acceptance in principle, subject to final action at subsequent town meeting(s).

Proposed by the Select Board

ARTICLE 7: To see if the Town will vote to authorize the Select Board to grant to the Massachusetts Historical Commission or any other qualified entity a historic preservation restriction on the Town-owned property located at 2 Precinct Street, Lakeville, and the Old Town Hall building thereon, on such terms and conditions and for such duration, which may be perpetuity, as the Select Board deems in the best interests of the Town, and, further, to authorize the Select Board to apply for, accept and expend any and all gifts, grants and/or reimbursement of funds from federal, state, and local sources, including, without limitation, any grants and/or reimbursements under the Commonwealth's Preservation Projects Fund, for the preservation of the Old Town Hall and costs incidental or related thereto, and to execute any and all agreements, restrictions and other documents necessary or convenient to accomplish the foregoing; or take any action in relation thereto.

Proposed by the Select Board

ARTICLE 8: To see if the Town will vote to amend the Town's Community Preservation Committee Bylaw, to delete references to the Housing Authority, as shown below, or take any other action relative thereto:

1. Delete the sixth paragraph of Section 1 in its entirety, which currently reads "One member of the Housing Authority as designated by the Authority for an initial term of two (2) years and thereafter for a term of three (3) years."
2. Amend the eighth paragraph of Section 1 as shown here, with additions in **bold** and deletions in ~~strikethrough~~:

~~Three~~ **Four** members to be appointed by the Select Board, one member to be appointed for a term of one (1) year and thereafter for a term of three years and ~~two~~ **three** members to be appointed for a term of two (2) years and thereafter for a term of three (3) years, **provided that one of the two-year appointments shall be an individual with experience in the areas of clearance of substandard, decadent or blighted open areas or the provision of housing for families or elderly persons of low income or engaging in a land assembly and redevelopment projects, including the preservation, restoration or relocation of historical buildings.**

3. Amend the second sentence of Section 2(1) as shown here, with additions in **bold** and deletions in ~~strikethrough~~:

The Committee shall consult with existing municipal boards, including the Conservation Commission, the Historical Commission, the Planning Board, **and** the Park Commission ~~and the Housing Authority~~, or persons acting in those capacities or performing like duties, in conducting such studies.

Proposed by the Select Board

ARTICLE 9: To see if the Town will vote to amend the Town of Lakeville Zoning By-Laws to add a new section to Section 7.4 Special Permits to create the position of Associate Planning Board Member as authorized by G.L. c. 40 A, §9, as set forth below, or take any other action relative thereto:

7.4.4.1 Planning Board Associate Member

There shall be one Associate Member, recommended by the Planning Board and appointed annually by the Select Board for a one-year term. The Chair may designate the Associate Member to sit on the Board for purposes of acting on special permit applications in the case of absence, inability to act, or conflict of interest on the part of any member of the Planning Board or in the event of a vacancy on the Board.

Proposed by the Planning Board

ARTICLE 10: To see if the Town will vote to accept, for the following boards, committees, or commissions holding adjudicatory hearings in the Town, the provisions of Massachusetts General Laws Chapter 39 Section 23D, which provide that a member of a board, committee, or commission holding an adjudicatory hearing shall not be disqualified from voting in the matter solely due to the member's absence from one session of such hearing, provided that certain conditions as established by said statute are met or take any other action relative thereto.

Boards & Committees Affected:

- Planning Board
- Zoning Board of Appeals
- Conservation Commission

Proposed by the Planning Board

ARTICLE 11: To see if the Town will vote to amend the Town of Lakeville Zoning By-Laws Section 7.4.6 Specific Uses by Special Permit to delete the provisions relating to Signs, Off-Premises, as shown below with the changes shown in strikethrough:

Remove: Signs, Off-Premise

~~SPGA—Board of Appeals; All Districts Applies to signs not exempt from local regulation by Chapter 93 of General Laws and not advertising the premises on which located or the occupant thereof or the goods and services available thereon; must advertise a business commodity or service available in Lakeville; shall not exceed 12 square feet in area; must be found to be appropriate for the location; Special Permit to be limited to a time period of not less than 3 years and subject to renewal.~~

Or take any other action relative thereto.

Proposed by Planning Board

ARTICLE 12: To see if the Town will vote to amend the Town of Lakeville Zoning By-Laws, Section 5.0 Intensity Regulations, 5.2 Footnotes to Intensity Requirements to:

Add Section 5.2.8. In the Business District one side or rear yard setback, on a non-conforming lot abutting another businesses district property, may be reduced by 50% by a Special Permit issued by the Planning Board. This may be only Granted if the applicant can show to the satisfaction of the Board that the reduced setbacks are necessary to allow for the most desirable and efficient site design due to the nonconformity of the lot.

or take any other action relative thereto.

Proposed by the Planning Board

ARTICLE 13: To see if the Town will amend the Lakeville Zoning By-Laws to:

Add to Section 4.1.3 Industrial Uses

	<u>R</u>	<u>B</u>	<u>I</u>	<u>I-B</u>
Warehouse, offices or facilities for distributing merchandise over 100,000 Sq. Ft	N	N	SP	SP

and

Add to Section 7.4.6 Specific Uses by Special Permits

Warehouse, offices or facilities for distributing merchandise over 100,000 Sq. Ft

SPGA – Planning Board

A single building or combination of buildings that exceed a total of 100,000 square feet, located on one lot, shall require a Special Permit from the Planning Board.

or take any other action relative thereto.

Proposed by the Planning Board

ARTICLE 14: To see if the Town will vote to remove in its entirety Section 7.9 Development Opportunities (DO) District from the Town of Lakeville Zoning By-Law or take any other action thereto.

Proposed by the Planning Board

ARTICLE 15: To see if the Town will vote to amend the Lakeville Zoning By-Laws by modifying the following sections:

1. Section 7.5.1 (Title and Purpose) to delete the words “*each as in effect as of June 16, 2003*” in the second sentence of the last paragraph thereof.
2. Amend Section 7.5.3 (Permitted Principal Uses) to add a new Subsection (6) as follows: “*6) Warehouse, Offices or Facilities for Distributing Merchandise.*”
3. Amend Section 7.5.5.2 (Buffer Zones) to delete the existing text thereof and replace it with the text as follows: “*Developments in the Mixed Use Development District shall be subject to Section 5.2.5 of this Bylaw notwithstanding underlying zoning districts. The provisions of Section 5.2.5 of this Bylaw shall not apply to zoning boundaries internal to the Mixed Use Development District.*”
4. Amend Section 7.5.5.3 (Lot Coverage for Office and R&D Uses) to replace the existing Section with the following: “*Lot Coverage– For all office; warehouse, offices or facilities distributing merchandise; and R&D uses located in the Mixed Use Development District, a maximum of 60% of the upland area of the lot may be covered by structures, parking and paved areas.*”
5. Amend Section 7.5.5.7 (Site Plan Approval) to insert the following at the end thereof: “*, provided that the Planning Board may grant exemptions from the provisions in Section 6.7.7 as set forth and based on the factors in the introductory paragraph to such Section or based on the type of structure proposed in the Mixed Use Development District.*”
6. Amend Section 7.5.5.8 to add a new sentence at the end thereof as follows: “*Notice of the public hearing shall be provided as required by M.G.L. c. 40A s. 11.*”

Or take any other action relative thereto.

Proposed by the Planning Board

ARTICLE 16: To see if the Town will vote to amend the Town of Lakeville Zoning Map, by rezoning 155.4 Acres located on County Street, as shown on the attached map entitled “Zoning Amendment Plan of Land in Lakeville, MA” from the Residential District to the Industrial District.

Or take any other action relative thereto.

Proposed by the Planning Board

ARTICLE 17: To see if the Town will vote to amend the Lakeville Zoning By-Laws by adding to Section 2.0 definitions: Reusable Materials or Equipment: Used yard maintenance equipment, tools, car parts, construction materials wood, metal, bicycles, toys, furniture, (excluding farm equipment).

On residential property outdoor storage of Reusable Materials or Equipment shall be kept in one area and shall not exceed 500 sq. ft. The storage area shall be screened from view from the street and abutting properties. No Reusable Materials or Equipment shall be stored in any front yard, whether screened or not.

Or take any other action thereto.

Proposed by the Select Board

ARTICLE 18: To see if the Town will vote to amend the Lakeville Zoning By-Laws, Section 4.0 Use Regulations by:

Adding to Section 4.1.2 Business Uses

	<u>R</u>	<u>B</u>	<u>I</u>	<u>I-B</u>
Licensed junk dealers (Pursuant to the Town of Lakeville General Bylaws)	N	Y	N	N

or take any other action thereto.

Proposed by the Select Board

ARTICLE 19: To see if the Town will vote to amend the current general by-law titled Junk, Old Metals or Secondhand Articles to amend Section 2 relative to the inspection of the book of sales, and to add a new section 5 mandating that junk dealers show commercial activity annually as a requirement for license renewal as shown below with additions shown in **bold**, or take any other action relative thereto.

Section 2. A book required to be kept pursuant to Section 1 shall be open at all reasonable times to inspection by any police officer of the Town of Lakeville. Any person who has possession or control of a book required to be kept pursuant to Section 1 shall permit such inspection. **Copies of the portion of the book pertaining to the current calendar year shall be presented to the Select Board along with any application for renewal of an existing license.**

Section 5. A holder of a license is required to prove that the license is being utilized for an active business. For purposes of this Bylaw, a business will be considered active only when the license holder can demonstrate more than three sales of “junk” at a cost of fifty dollars or greater, or bartered for with property valued at fifty dollars or greater, within each six month period of the license. Such sales shall be recorded in the book described in Section 1 of this Bylaw.

Proposed by the Select Board

ARTICLE 20: To see if the Town will vote to accept the provisions of Massachusetts General Laws, Chapter 40, Section 58, to authorize the Town to assess a municipal charges lien on any real property in the Town for the following types of municipal fees and charges that have not been paid by their due date; or take any other action relative thereto.

Charges, penalties, fines or fees, including interest and all costs to record said lien(s) in the Plymouth County Registry of Deeds, assessed in accordance with the following provisions and not paid by their due date shall constitute a lien on the real property of the person assessed:

1. Any provision in Section V of the Town's General Bylaws;
2. Any provision in the Town's Zoning Bylaws;
3. Any bylaw, statute or regulation enforced or administered by the Board of Health;
4. Any bylaw, statute or regulation enforced or administered by the Conservation Commission;
5. Any bylaw, statute or regulation enforced or administered by the Building Inspector;
6. Any bylaw, statute or regulation enforced or administered by the Fire Department;
7. Any bylaw, statute or regulation enforced or administered by the Department of Public Works
8. Any bylaw, statute or regulation enforced or administered by the Zoning Board of Appeals; and
9. Any bylaw, statute or regulation enforced or administered by the Planning Board

A municipal charges lien authorized under this section shall take effect upon the recording of a list of unpaid municipal charges and fees by parcel of land and by the name of the person assessed for the charge or fee in the registry of deeds of the county or district where the land subject to the lien lies.

If a charge or fee which is secured by a municipal charges lien remains unpaid when the assessors are preparing a real estate tax list and warrant to be committed under section fifty-three of chapter fifty-nine, the board or officer in charge of the collection of the municipal charge or fee, or the town collector of taxes, if applicable under section thirty-eight A of chapter forty-one, shall certify such charge or fee to the assessors, who shall forthwith add such charge or fee to the tax on the property to which it relates and commit it with their warrant to the collector of taxes as part of such tax.

If the property to which such charge or fee relates is tax exempt, such charge or fee shall be committed as the tax. A lien under this section may be discharged by filing a certificate from the tax collector that all municipal charges or fees constituting the lien, together with any interest and costs thereon, have been paid or legally abated. All costs of recording or discharging a lien under this section shall be borne by the owner of the property.

Proposed by the Select Board

ARTICLE 21: To see if the Town will vote to transfer the care, custody and control of the parcels of land identified below, acquired by the Town by tax title foreclosure, from the Treasurer/Collector for the purpose of sale at public auction to the Select Board for general municipal purposes and/or for the purpose of conveyance and to authorize the Select Board to convey such parcels on such terms and conditions as the Board may deem appropriate, said parcels being described as follows, or take any other action relative thereto.

<u>Property Address</u>	<u>Assessors Map, Lot</u>
Meadow Lane/Clark Street	042-004-008
Grove Street/Clark Street	042-004-007
9 Violet Street	042-014-005

10 Helen Street
Evergreen Road

042-018-011
042-004-003

Proposed by the Select Board

ARTICLE 22: To see if the Town will vote to accept the provisions of Massachusetts General Laws, Chapter 148, Section 26H to require that every lodging house or boarding house shall be protected throughout with an adequate system of automatic sprinklers in accordance with the provisions of the state building code; and to also accept the provisions of Massachusetts General Laws, Chapter 148, Section 26I to require that any building hereafter constructed or hereafter substantially rehabilitated so as to constitute the equivalent of new construction and occupied in whole or in part for residential purposes and containing not less than four dwelling units including, but not limited to, lodging houses, boarding houses, fraternity houses, dormitories, apartments, townhouses, condominiums, hotels, motels and group residences, shall be equipped with an approved system of automatic sprinklers in accordance with the provisions of the state building code; For purposes of these statutes, a boarding / lodging house is defined as a building with six or more persons living together not within the second degree of kindred. "Second degree of kindred" means a father, mother, brother, sister, son, daughter, spouse, grandparent, grandchild, brother- or sister-in-law, son- or daughter-in-law, father- or mother-in-law, stepfather, stepmother, stepsister, stepbrother, stepson, or stepdaughter." or take any other action relative thereto.

Proposed by the Select Board

ARTICLE 23: To see if the Town will vote to accept the layout of Ledgewood Drive as a public way, as heretofore laid out by the Select Board and shown on a plan of land entitled "Roadway Acceptance Plan 'Ledgewood Estates' on Ledgewood Drive in Lakeville, Massachusetts," dated August 28, 2020, prepared by Outback Engineering Incorporated, and to authorize the Select Board to acquire, by purchase, gift, and/or eminent domain, the fee to or easements in said roadway for all purposes for which public ways are used in Lakeville and any access, drainage, utility and other easements incidental or related thereto, or take any other action relative thereto.

Proposed by the Select Board

ARTICLE 24: To see if the Town will vote to authorize the Select Board to petition the General Court for special legislation, as set forth below, to change to position of Town Clerk from an elected position to a position appointed by the Select Board; provided, however, that the General Court may make clerical or editorial changes of form only to the bill, unless the Select Board approves amendments to the bill before enactment by the General Court which are within the scope of the general public objectives of the petition; or take any other action relative thereto.

The petition for special legislation shall take the following form:

AN ACT RELATIVE TO THE POSITION OF TOWN CLERK IN THE TOWN OF LAKEVILLE

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding section 1 of chapter 41 of the General Laws or any other general or special law, rule or regulation to the contrary, there shall be a town clerk for the town of Lakeville. The town clerk shall have all the powers, perform the duties and be subject to the liabilities and penalties now or hereafter conferred and imposed by law on town clerks. The town clerk shall be appointed and may be removed, after the opportunity for a hearing, by the select board of the town. The select board may establish an employment contract, subject to annual appropriation, with the town clerk for salary, fringe

benefits and other conditions of employment, including, but not limited to, severance pay, reimbursement for expenses incurred in the performance of the duties of office, liability insurance and conditions of discipline, termination, dismissal, reappointment, performance standards and leave.

SECTION 2. Upon the effective date of this act, the elected office of town clerk shall be abolished and the term of the incumbent of such office terminated. Notwithstanding the foregoing, the elected incumbent holding the office of town clerk on the effective date of this act shall continue to hold such office and perform the duties of that office until the expiration of the term for which the town clerk was elected, unless he or she sooner vacates such office or until a new town clerk is appointed by the select board in accordance with section 1 of this act.

SECTION 3. No contracts or liabilities in force on the effective date of this act shall be affected by the abolition of the elected office of town clerk or the creation of the appointed office and the appointed town clerk shall, in all respects, be the lawful successor of the office so abolished. All records, property and equipment of the offices of the elected town clerk shall be assigned to the office of the appointed town clerk.

SECTION 4. This act shall take effect upon its passage.

Proposed by the Town Clerk

ARTICLE 25: To see if the town will vote to authorize the Select Board to petition the General Court for special legislation to provide for recall of officials elected solely by the voters of Lakeville, and, further, to authorize the General Court to make changes of form only to such legislation unless approved by Select Board prior to enactment, and, further to authorize the Board to approve such changes as are within the public purposes of this petition or take any other action relative thereto. Subject to the above-stated rights of the General Court and the Select Board to make certain changes, the proposed special legislation shall include the following provisions relative to the recall of elected Town officials:

Recall of an Elected Official

A. RECALL DESCRIPTION

1. Any holder of an elected office in the Town of Lakeville may be recalled therefrom by registered voters of the Town as hereinafter provided.
2. The recall of an elected official will consist of a 3-step process.
3. An initial recall affidavit shall not be filed against an officer within 3 months after the officer takes office or within the last 3 months of the term.

B. INITIATION OF THE RECALL AFFIDAVIT - (Step one) The Affidavit

1. Any 100 registered voters of the Town of Lakeville may initiate a recall petition by filing an affidavit with the Town Clerk.
2. The Select Board may appoint a Temporary/ Interim Town Clerk to handle the recall process and Election should the Town Clerk be the Elected official subjected to the recall.

C. THE PETITION - (Step two) The Petition

1. If the affidavit process has been completed in compliance with the requirements of Section B of this Chapter, the Town Clerk shall provide a sufficient number of copies of petition blanks demanding such recall (printed forms of which shall be kept on hand) to the voters who made the affidavit. The blanks shall be issued by the Town Clerk and bear the Clerk's signature and Official Seal; they shall be dated and addressed to the Select Board and shall contain the names of all persons to whom issued, the number of blanks so issued, the name of the person sought to be recalled, and shall demand the election of a successor to such office.

2. Such blanks must be provided within five Town hall business days during regular business hours.
3. Said recall petition shall be returned and filed with the Town Clerk on the 28th day after the requesting voter receives the blank petitions from the Town Clerk.
4. In the event that the Town hall is not open on the 28th day, the petition may be filed during normal business hours on the next Town hall business day.
5. The petition, before being returned and filed, shall be signed by 200 qualified voters of the Town. Every signature must be accompanied by the signer's place of residence, giving the street and number.
6. Within 5 working days of receipt of the recall petition sheets, the town clerk shall submit the recall petition sheets to the board of registrars of voters and the board of registrars of voters shall verify the number of signatures which are names of registered voters of the town.

D. THE RECALL ELECTION - (Step three) The Recall Election

1. If the petition shall be found and certified by the Registrars of Voters to be sufficient, the Town Clerk shall forthwith submit it with the certificate to the Select Board. The Select Board shall forthwith give written notice to said official of the receipt of said certificate and, if the official sought to be removed does not resign within seven calendar days, shall order an election to be held on a day fixed by them not less than 45 days nor more than 60 days after the date of the Town Clerk's certificate that a sufficient petition is filed. However, if any other Town election is to occur within 90 days after the date of said certificate the Select Board may, at their discretion, postpone the holding of the recall election to the date of such other election. If a vacancy occurs in said office after a recall election has been so ordered, the election shall nevertheless proceed as in this section provided.
2. The nomination of other candidates, the publication of the warrant for the recall election and the conduct of the nomination and publication, shall all be in accordance with the law relating to elections, unless otherwise provided in this act.
3. Ballots used in a recall election shall contain the following propositions:

FOR THE RECALL OF THE
 [NAME OF OFFICER] ()
 AGAINST THE RECALL OF THE
 [NAME OF OFFICER] ()

Adjacent to each proposition, there shall be a place to mark a vote. Following the propositions shall appear the word "Candidates" with directions to voters as required by section 42 of chapter 54 of the General Laws. Beneath the word "Candidates" shall appear the names of candidates nominated as provided in this act. Adjacent to the name of each candidate shall be a place to mark a vote.

E. DUTIES OF THE INCUMBENT

1. The incumbent shall continue to perform the duties of his/her office until the recall election.
2. If the official is not recalled, he/she shall continue in the office for the remainder of his/her unexpired term, subject to recall as before, as provided in this act.

F. VOTING RESULTS

1. If a majority of the votes cast upon the question of recall are in favor of recall, the officer shall be recalled and the votes for the candidates shall be counted.
2. In that instance, the candidate receiving the highest number of votes shall be declared elected for the open office.
3. If less than a majority of the votes cast are in favor of recall, the votes for candidates shall not be counted.
4. If the official is recalled in the recall election, he/she shall be deemed removed upon the election of his/her successor, who shall hold office during the unexpired term.

5. If the successor fails to take office within five days after receiving notification of his/her election, the incumbent shall thereupon be deemed removed and the office vacant.

G. CANDIDATES TO SUCCEED THE ELECTED OFFICIAL

1. Any elected official sought to be recalled may not be a candidate to succeed himself/herself.
2. The nomination of candidates, the publication of the warrant for the recall election, and the conduct of the same shall all be in accordance with the provisions of law relating to elections unless otherwise provided by this act.

H. APPOINTMENT OF RECALLED OR RESIGNED OFFICIAL

1. Any person who has been removed from an office or who has resigned from office while recall proceedings were pending against him/her shall not be appointed to any Town office within 4 years after such removal or such resignation.
2. In the case of an officer subjected to a recall election and not recalled, a new recall affidavit shall not be filed against that officer until at least 3 months have elapsed after the election at which the previous recall was submitted to the voters of the town.

I. EFFECTIVE DATE

This act shall take effect upon its passage.

By Petition

ARTICLE 26: To see if the Town will vote to petition the General Court for Special Legislation. Notwithstanding Chapter 43B section 13 of the General Laws or any General or Special Law to the contrary.

SECTION 1. Notwithstanding any general or special law to the contrary, the number of members on the Lakeville Select Board shall be increased from three (3) to five (5). The Select Board shall annually elect a chairperson from among its members.

SECTION 2. At the first Ballot Election to occur following the effective date of this act, three (3) Select Board members shall be elected. The candidate receiving the highest number of votes in that election shall serve a three (3) year term. The candidate receiving the second highest number of votes shall serve a two (2) year term. The candidate receiving the third highest number of votes shall serve a one (1) year term. Thereafter, as the terms of Select Board members expire, successors shall be elected for terms of three (3) years.

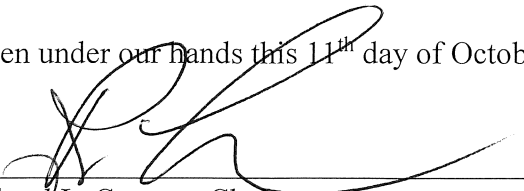
SECTION 3. This act shall take effect upon its passage.


By Petition

You are directed to serve this warrant by posting an attested copy hereof fourteen days at least before the day appointed for a Special Town Meeting and seven days at least before the day appointed for the Annual Town Meeting at the following places: Town Office Building, Baldie's Pizzeria, Fat Cousins, the Clark Shores Association Bulletin Board, Apponequet Regional High School, Lakeville Senior Center, and Assawompset Elementary School.

Hereof fail not and make return of this warrant with your doings hereon at the time and place of said meeting.

Given under our hands this 11th day of October, 2022.


Richard LaCamera, Chairman


Evagelia Fabian


Lorraine Carboni

A true copy, Attest:

Constable

Lakeville, MA October

2022

LAKEVILLE SELECT BOARD

**AGENDA ITEM #4
OCTOBER 24, 2022**

**DISCUSSION REGARDING THE TOWN HALL/FIRE STATION
FEASIBILITY STUDY**

Attached is a letter from SOCOTEC dated October 7, 2022 regarding expansion at 346 Bedford Street.



October 7, 2022

Ari Sky
Town Administrator
Town of Lakeville
346 Bedford Street
Lakeville, MA

Tel: (508) 946-8803
Email: asky@lakevillema.org

Proj: Lakeville Town Hall & Fire Station Study
Re: Follow Up Regarding Expansion at 346 Bedford Street
Job No. CB211560.1

As you are aware, SOCOTEC AE Consulting, LLC (SOCOTEC) recently completed a Feasibility Study for the Town of Lakeville (the Town). There have been some additional follow up questions regarding the feasibility of expansion of the current facility to serve as both Town Office and Fire Department services. We present the following information for your consideration.

Some of the identified long-term goals were department growth, consolidation of Town Departments from the Old Library and incorporation of a small meeting space to better serve staff and small boards and commissions. The Committee wanted to consider these factors to ensure that the final recommendation could continue to serve the needs of the Town for many years to come. With these goals in mind, during the initial programming phases, SOCOTEC met with department heads to understand the current and anticipated growth of the departments. These objectives, along with the physical building challenges that resulted from several previous additions led to the findings of the study.

While there was not one single factor that makes this option non-viable, the most influential, or limiting, factor is the location and capacity of the current septic system and the associated variances that were granted when it was installed. The current employee count in the building is 26 including Town Offices and Fire Department; this does not include the employees who are currently located at the Old Library, (Inspectional Services, Conservation Commission and Board of Health), or meeting space. Additionally, this does not take into account the "residential" functions of a modern fire station including showers, laundry and a functioning kitchen which would add to the daily demand on the septic system.

The next factor is the extent of renovation and addition that would be required to meet all the needs while maintaining the facility at the current site. As outlined in the study, the fire station portion of the building would require substantial renovation for continued use; the apparatus bays are undersized, have experienced impact damage because of being undersized and are not compliant with seismic and other code requirements. This option would essentially result in a new fire station, albeit on the same site, and would still require significant repairs to the existing apparatus bays. While the fire station's needs may be able to be met, the Town would not be able to consolidate Town Departments, accommodate the projected future growth and also have a meeting space.

The building and site design would also be restricted by the maximum lot area. Based on the zoning for this site, the maximum lot area is 50%; however, because it is municipal use, it is eligible for up to two additional 10% exemptions for Architectural and Landscape. This would require further analysis based on a final design but compliance may also result in additional costs to comply.

Based on the challenges of the existing site and facility, constructing a new fire station provides flexibility to design and construct based on the current and future needs of both the Fire Department and the Town Offices. For example, in the proposed layout, the living quarters were designed on the second floor (to

minimize the overall footprint) while keeping the public-access spaces on the first floor, making handicap accessibility more efficient.

The feasibility of constructing a second story, or partial second story, above the existing apparatus bays has also been raised. This option would require significant renovation to the apparatus bays which, as previously noted, have incurred structural damage as a result of vehicular strikes. This would likely require seismic upgrades to the entire building complying with the seismic requirements of a critical facility since the existing additions are connected and this is considered one building; (this option would also require additional investigation to determine if the existing footings, foundations and structural design, are adequate to support a second story compliant with current code requirements). Yet another addition would still be required to accommodate the larger apparatus and the second story would require compliance with accessibility laws if offices and public access areas were to be included on the second floor. This could result in the need to add an elevator for the Fire Station as well as one for the Town Offices buildings.

Significant renovation and/or addition of the Fire Station side of the building will trigger other code-required upgrades including accessibility, fire protection and fire separation. Full accessibility would be required for the Town Offices building (including between the level changes), a new NFPA-13 compliant fire protection system and rated fire separation between the apparatus area and the Town Offices (2-hour fire separation is required to the underside of the roof deck with fire rated doors between apparatus areas and office use areas).

Another factor for consideration is the logistics of coordinating the construction of what essentially amounts to a new fire station on the site while maintaining the operation of both facilities. Construction of the building addition is something that can be done with minimal impact; however, very close coordination would be required for the sitework, utility work and cutovers of the building systems. By constructing a new fire station on a new site, the Town would be able to minimize impacts to the current occupants. A new station could be constructed, then the fire department could relocate and then the Town Offices building could be renovated in a phased manner. Since this is the only fire station in the town, there is not an opportunity for the station to temporarily consolidate with another. This becomes a significant challenge for a 24/7 critical response facility. Similarly, major construction could cause disruption to the Town Office functions as well. In order to maintain the operations during construction, purchase or rental of swing space would likely be required, which also adds cost to a project. This is not an insurmountable obstacle, but it does add cost to a project which also offsets potential savings.

The space needs analysis showed that the total area required to accommodate the combined Town Offices and Fire Department is approximately 25,000 net square feet. It is unlikely that an addition could accommodate the space requirements as well as the ability to install drive-through bays which are standard in modern fire station design for efficient operation and response.

There are an infinite number of possibilities that could be considered. However, based on the stated goals and objectives for this study, the option of expanding the building on the current site poses a significant number of costly challenges and may not best support the long term goals for the Town.

Best Regards,

SOCOTEC AE CONSULTING, LLC



Jennifer dos Santos, CCM, CDT, Assoc. AIA, MCPPO
Associate
Jennifer.dossantos@socotec.us

**AGENDA ITEM #5
OCTOBER 24, 2022**

**DISCUSS DRAFT DEVELOPMENT AGREEMENT FOR 43 MAIN
STREET REDEVELOPMENT**

Attached is a draft of the Memorandum of Agreement, which had not been finalized as of the time the packet was copied.

**MEMORANDUM OF AGREEMENT
43 Main Street**

Lakeville Assessors Map: 60; Block 007; Lots 001, 001D, 001G, 001I, and 001J

October xx, 2022

This Agreement (“Agreement”) is entered into by and between Lakeville Owner LLC, successor in interest to Rhino Capital, LLC (in the Project (defined below), Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas Texas 75219 (hereinafter referred to “Rhino”), with a usual place of business at 139A Charles Street, Boston, MA 02114, and the Town of Lakeville, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 346 Bedford Street, Lakeville, MA 02347 (“Town”), acting by and through its duly elected Select Board, regarding the proposed warehouse development at 43 Main Street, Lakeville, MA, said property shown on Lakeville’s Assessor’s map 60; Block 007; Lots 001, 001D, 001G, 001I, and 001J consisting of 49.4 acres more or less (“Property”), with the Developer, Town, and Select Board collectively referred to herein as the “Parties.”

WHEREAS, Rhino represents and warrants that it owns the real property, consisting of approximately 49.4 acres of land at 43 Main Street and hereinafter referred to as the “Property”; and

WHEREAS, Rhino wishes to develop a warehouse and distribution center with associated uses and improvements with approximately 402,000 +/- square feet of gross floor area, along with parking and loading, landscaping, lighting and other improvements (the “Project”) on the Property; and

WHEREAS, as a means to mitigate the potential impacts to Lakeville of the development of the Project, and to make commitments designed to protect the public health, safety, or general welfare of the residents of Lakeville and others as a result of the Project, Rhino has voluntarily offered to make commitments to Lakeville in connection with the development of the Project and the Town has agreed to accept those commitments for the purposes set forth herein, all as more particularly described below; and

NOW THEREFORE, Rhino and Lakeville have agreed that for good and valuable consideration, and if other preconditions are met as described herein, and this Agreement is authorized to be executed by a majority vote of the Lakeville Select Board, Rhino and Lakeville will enter into and agree to be bound by the terms of this Agreement for the Project, subject to the terms and conditions herein contained.

I. TERMS

A. General Conditions

- A.1) Limitations on Project. The Project will not exceed 402,000 square feet of gross floor area with no loading areas located on the Rush Pond Road side of the building as generally depicted on the site plan attached as Exhibit A, with such site plan subject to refinement during the approval process.
- A.2) Rhino shall keep the Town updated on local permit and approval filings for the Project through periodic status updates.
- A.3) If the Building Department determines that the Project requires a Third-Party Review, any review period will begin when the consultant's fee has been fully funded by Rhino.
- A.4) The sidewalks, driveways, utilities, drainage systems, and all other infrastructure on the Property serving the Project shall remain private in perpetuity, and the Town of Lakeville shall not have, now or in the future, any legal responsibility for the operation or maintenance of the infrastructure, including but not limited to snow removal, drainage and landscape maintenance.
- A.5) Rhino will provide "will serve" letters from the local utilities to the Town of Lakeville when received. These letters will be provided prior to completion of demolition.
- A.6) High Hazard use groups (Group H) as identified in, and regulated by, the Massachusetts State Building Code (780 CMR) are prohibited from occupying this proposed facility or any land area associated with the Project.
- A.7) Rhino will provide a surety to guarantee the clean-up of solid waste and hazardous materials and buildings on the property in the amount of one million dollars being secured by cash in an interest bearing account with the interest going to Rhino. Any security and/or escrow agreement shall be approved by the Town. The surety value can be reduced upon the request of Rhino and approval by a majority of the Select Board.
- A.8) Copies of all additional permits received, including but not limited to:
 - a) Water Quality Certification from the Massachusetts Department of Environmental Protection.
 - b) Certificate on Single Environmental Impact Report from the Office of Energy and Environmental Affairs, will be provided to the Town.
- A.9) A Licensed Site Professional will oversee the removal of Solid Waste Disposal Area to ensure all materials are handled in accordance with appropriate state regulations. Copies of observation reports will be submitted to the Town of Lakeville.
- A.10) Copies of all grading or construction easements will be provided to the Town of Lakeville by Rhino.
- A.11) Actual costs incurred by the Town of Lakeville regarding the hiring of outside consultants to monitor progress during construction will be borne by Rhino.

B Construction

- B.1) Rhino will conduct a preconstruction meeting with appropriate Town staff including, but not limited to the Building Commissioner, Health Agent and a representative from the Conservation Commission and Planning Board prior to the start of demolition, and the start of building foundations.
- B.2) Demolition and construction (not including interior work) hours will be limited to 7:00 AM to 5:00 PM Monday through Friday and 8:00 AM to 4:00 PM on Saturdays. Vehicles may enter the Property up to ½ hour prior to construction start times and personnel may remain on the Property for up to one hour after construction end times for clean-up work only. This shall not apply to passenger vehicles and trips associated with interior work. No heavy equipment (except for a sweeper) shall be utilized before or after listed start and end times. The hours of construction may be modified by the Planning Board at a duly noticed public meeting at the recommendation of the Building Commissioner. No construction will be allowed on Sunday's or the following holidays; Christmas, New Year's Day, Memorial Day, July 4th, Labor Day, and Thanksgiving Day.
- B.3) During construction Rt.105 (Main St.) is to be swept clean of sediment and debris as often as needed.
- B.4) Dust control, including but not limited to the use of water trucks, will be used throughout the construction period to mitigate dust leaving the site.
- B.5) Landscape berms shall be constructed as early in the demolition and construction process as logistically possible. Rhino shall submit a construction schedule, including the construction of the landscape berms, prior to any demolition or construction activities on-site.
- B.6) Rhino and the Project contractor shall be responsible for clean up and disposal of any debris that may blow onto abutting properties, and perform daily checks for debris during construction.
- B.7) Any and all hazardous materials, including asbestos, shall be handled and removed consistent with all applicable state and federal guidelines. Copies of all documentation regarding the handling and removal of hazardous materials will be provided to the Town of Lakeville.
- B.8) Any police details required by the Project will be the responsibility of Rhino and contractor.
- B.9) All Asbestos Containing Materials shall be abated and/or removed from the existing buildings pursuant to 310 CMR 7.00 and/or any Order issued by the Massachusetts Department of Environmental Protection. The total duration of the timeframe for the demolition of buildings will occur as outlined on the proposed Demolition Schedule

submitted by Rhino Capitol dated March 25, 2021.¹ Rhino may apply for one demolition permit for the Project but may only conduct structural dismantling on up to three buildings at one time. Any modification of the total duration of the timeframe for the demolition of the buildings set forth in the Demolition Schedule may be approved by the Building Commissioner.

- B.10) Removal of the solid waste disposal area will be observed by a licensed site professional, professional engineer.
- B.11) Rhino shall adopt a Pest Management Plan acceptable to the Building Commissioner and Health Agent prior to demolition.

C. Noise

- C.1) All emergency generators should have a manufacturer approved exhaust muffler.
- C.2) All emergency generators should be scheduled for daytime-only testing.
- C.3) Refrigerator trucks (reefers) are not allowed for use on the Property.
- C.4) Rhino will endeavor to use low-noise back-up beepers for tenant owned trucks.
- C.5) All Acoustifence (or equivalent) to shield noise from abutters (only if required by the Planning Board Site Plan Review) will be maintained in good condition in perpetuity.
- C.6) Any tenant owned or leased loading equipment or machinery (including forklift, yard truck, mule, etc.) that mostly operate externally of the building, will include reduced decibel back up alarms if legally allowed.
- C.7) Intermittent or occasional noise from the operation of the Project shall not exceed 10 decibels over ambient levels as described in the noise memorandum dated February 24, 2021 at residential receptor(s).

D. Landscaping & Lighting

- D.1) All site landscaping will be maintained in good condition in perpetuity. The Town of Lakeville reserves the right to inspect all landscaping for five years to insure it is being maintained properly and provides screening as intended by the project's landscape architect.
- D.2) All landscape materials shall be installed prior to the issuance of an occupancy permit; a Temporary Certificate of Occupancy may be issued absent full installation.
- D.3) Upon selection of a tenant, a site lighting schedule will be provided by Rhino to the Town of Lakeville. Rhino will endeavor to reduce lighting, either by turning lights off or

¹ Pursuant to a recommendation by the Planning Board, the Town may accept subsequent reports.

include dimmers on specific lights as appropriate. The lighting schedule shall be dark sky compliant and endeavor to have the temperatures of lighting to be 3000K or lower and mounted on poles of a dark color.

- D.4) Snow will not be stored on the proposed planting areas.
- D.5) Rhino will provide a landscape maintenance plan to the Town of Lakeville that stipulates that Creeping red fescue will be mown only once annually in the spring.

E. Traffic

- E.1) Rhino shall fund the engineering design services for the proposed Bridge Street intersection improvements and traffic light.
- E.2) A traffic monitoring plan will be conducted as directed by MassDOT in five annual intervals with ongoing communication with the Town of Lakeville and the appropriate MassDOT units, including the Public/Private Development Unit (PPDU) and the District 5 office. The monitoring plan will begin six-months after initial occupancy of the warehouse. Post opening data collection will consist of Automatic Traffic Recorder (ATR) counts to be conducted for a continuous typical one week (7 day) period at each site driveway. Turning Movements Counts (TMCs) will be collected at select study area intersections to be determined by MassDOT and the Town of Lakeville during the morning and evening peak hour of the same weekday. Any additional requirements imposed by the MEPA Review shall be incorporated into the traffic monitoring plan.
- E.3) Rhino shall require that the tenant implement a Transportation Demand Management program on site to promote the use of alternative modes of transportation and to minimize the use of single occupancy vehicles as specified in the former project's Traffic Impact and Access Study dated October 2020.
- E.4) All site generated trucks not making local deliveries or pick-ups will be directed to and from the I-495 interchange at Route 105. Site truck traffic shall not use Route 79 or Route 105 to access Route 44 or use secondary roads, either Town-owned or private, throughout Lakeville.
- E.5) The project's average trip generation shall be equal to or less than the following thresholds: 682 total vehicle trips per day; 242 truck trips per day; or 77 vehicles trips per hour.
 - a) Following the site being in operation and recognizing that trip generation may slightly exceed the above noted thresholds occasionally, if the five-day (Monday through Friday) workweek average site generated traffic counted during the monitoring efforts exceed the above thresholds; or if at any time during the seven-day week, the thresholds are exceeded in excess of 10%, the average trip generation shall be considered exceeded. If the average trip generation is exceeded, Rhino shall produce

a new traffic impact study to prove no impacts result for review and approval by the Town.

- b) In the event that there is a permanent and substantial change in traffic delay or a change in Level of Service grade as a result of the increase in site generated trips identified during the supplemental study, Rhino shall be responsible for all off-site mitigation required to mitigate the increase in trips with physical improvements in coordination with the Town and MassDOT.

E.6) All supplemental Town traffic reviews of the project, including reviews of the monitoring plan data, shall be funded by Rhino.

F. Operations

F.1) There will be no loading docks on the Rush Pond Road side of the proposed buildings.

F.2) Trucks will not idle on site for more than five minutes.

F.3) Snow will be removed from the tops of trailers prior to them leaving the site.

F.4) The entry booth will be operated to provide security for the tenant.

F.5) The tenant shall endeavor to dim or shut off the lights on the South West side of building between 10pm - 6am.

F.6) Delivery Vans consistent with a fulfillment center are not allowed.

F.7) Use of drones for shipping and receiving is not allowed.

F.8) Vehicle fueling stations will not be included on-site, with the exception of electric charging stations.

G. Post Construction

G.1) Prior to the application for the Certificate of Occupancy, construction must be fully completed.

G.2) Within 45 days of the issuance of a Certificate of Occupancy, Rhino shall submit the following:

- a) One hard copy set of the as-built plans. The as-built plans shall contain the following at a minimum:
 - i. Location of all buildings, driveways, parking areas, utilities, stormwater basins, site lights, plantings, and all other visible – and subsurface – elements installed and constructed as part of the project.

- ii. All wetland resource area boundaries with associated buffer zones and regulatory setback areas.
 - iii. Site topography.
 - iv. Wetland resource line delineating the limit of work – “work” includes any filling, excavating and/or disturbance of soils or vegetation.
 - v. Wetland resource replication areas constructed as depicted on the site plans.
- b) An electronic copy of the as-built plans; and
 - c) Stormwater calculations based on the as-built plans demonstrating consistency with the approved stormwater calculations.
- G.3) In perpetuity: Rhino shall perform Annual Maintenance to the Project’s Stormwater management system consistent with the approved Operations and Maintenance Plan. Rhino shall submit annual Operations and Maintenance Reports to the Town of Lakeville.
- G.4) In the event that Project impacts increase due to the selection of a tenant, and the Project requires off-site mitigation, all off-site mitigation measures will be constructed prior to the issuance of a Certificate of Occupancy. As-built plans of those off-site improvements will be required to be submitted to the Town of Lakeville.
- G.5) Any requirement of the Planning Board Site Plan Review shall be incorporated into this Agreement.

II. CONDITIONS, TERMINATION, DEFAULT AND REMEDY

- A. **Conditions to Rhino’s Performance.** Excepting for any payments made by Rhino or other obligations satisfied prior to the date of termination (collectively, the “Surviving Obligations”), all of the obligations of Rhino as described in this Agreement are subject to and contingent upon Rhino obtaining all final local, state and federal permits and approvals necessary to construct the Project in a form reasonably acceptable to Rhino and all appeal periods applicable to such permits and approvals shall have expired without an appeal having been taken, or if appeal has been taken, after successful resolution thereof and all further appeal periods having expired (“Final Approvals”), and with satisfaction of this condition and receipt of all Final Approvals to be deemed complete upon and evidenced by issuance of a building permit to Rhino beyond appeal for the warehouse building(s) in the Project.
- B. **No Guarantee of Permit Issuance; No Preferential Treatment.** Notwithstanding the foregoing paragraph, or anything else in this Agreement, Rhino acknowledges that certain discretionary permits, licenses and approvals will be required to complete the Project and it agrees that nothing herein shall be deemed to waive Rhino’s obligations to apply for, obtain and comply with all such permits, approvals and conditions governing the Project, and the Town does not hereby promise or guarantee that any such permits, licenses or approvals will be granted. Rhino further acknowledges and agrees that, to the extent that it is required to obtain such licenses, permits and approvals from Town

officials, boards and/or committees, Rhino shall receive no preferential treatment as a result of this Agreement.

C. **No Guarantee of Approval of Bylaw Amendments.** Rhino acknowledges that certain amendments to the Town's zoning and general bylaws may be required for it to complete the Project as planned, and it agrees that it shall receive no preferential treatment as a result of this Agreement and that the determination and extent of any such zoning and general bylaw amendments is within the sole authority of the Lakeville Town Meeting and that no such amendments are guaranteed or promised.

D. **Termination.** Either party shall have the right to terminate this Agreement following the Default and failure to cure of the other party within the period as set forth in Section E. In addition, Rhino shall have the right to terminate this Agreement upon written notice to Lakeville in the event that: (i) Rhino determines in its reasonable discretion that it is unlikely that all necessary Final Approvals can be obtained for the Project and Rhino will no longer seek Final Approvals for or develop the Project, or (ii) Rhino is denied Final Approvals for the Project. Following termination of this Agreement, all obligations of the parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto excepting for any Surviving Obligations, as defined under Section II.A. above, then incurred.

E. **Default.**

1. **By Rhino.** If Rhino shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than thirty (30) days after written notice to Rhino (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), Lakeville shall have the right to (i) terminate this Agreement; (ii) withhold the issuance of any permits or approvals, including Final Approvals issued by Lakeville; or (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. Without limiting the foregoing, if Rhino shall fail to pay any sum owed to Lakeville within sixty (60) days after Rhino receives an invoice from Lakeville, such sum shall bear interest at the of 12% per annum until paid in full. Lakeville agrees that if, within ten (10) days after Rhino receipt of a notice of a claim of default, Rhino shall give notice to Lakeville that Rhino contests the same, then Lakeville shall not have the right to terminate this Agreement or assess interest until such claim shall have been finally adjudicated in such contest. Rhino agrees to diligently prosecute any such contest. If such matter is determined adversely to Rhino, then Rhino shall have thirty (30) days (or such longer period of time as shall be reasonable under the circumstances) to effect such cure.

2. **By Lakeville.** If Lakeville shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than thirty (30)

days after written notice to Lakeville (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), Rhino shall have the right to (i) terminate this Agreement; or (ii) exercise any other remedy available at law or in equity, including commencing an action for specific performance.

- F. **Notice.** Notice shall be sent, in the case of Lakeville, to Town Administrator's Office, Town Hall, 346 Bedford Street, Lakeville, MA 02347, and, in the case of Rhino, to Lakeville Owner LLC, Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas Texas 75219. Any notice shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, or by Federal Express, U.S. Post Office Express Mail, or similar overnight courier which delivers only upon signed receipt of the addressee. The time of the giving of any notice shall be the time of receipt thereof by the addressee or any agent of the addressee, except that in the event the addressee or such agent of the addressee shall refuse to receive any notice, receipt shall be deemed to be the time of such refusal or the time of such delivery, as the case may be. Either party may change its notice address hereunder by sending notice in the manner set forth above to the other party hereto setting forth such change.
- G. **Force Majeure.** Notwithstanding anything to the contrary herein, a party will not be deemed to be in breach, default or otherwise in violation of any term of this Agreement to the extent such party's action, inaction or omission is the result of a Force Majeure Event (as defined below). Rhino and the Town agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A force majeure event pauses a party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, a pandemic, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the project or over a party's operations. For purposes of this Agreement 'Affiliate' shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Rhino.

III. MISCELLANEOUS

- A. **Governing Requirements.** To the extent that any of the terms and conditions described in the Agreement are duplicative of, or are in conflict with, the terms and conditions to be imposed as a part of any Town or State or Federal permit or approval, the terms

established within the permits and approvals shall control so as not to duplicate the obligations and costs related thereto as set forth above.

- B. **Ratification; Amendment.** This Agreement shall not take effect or be effective unless ratified by a majority vote of the Select Board of the Town of Lakeville. Upon such ratifying vote, this Agreement shall thereafter be administered and enforced on behalf of Lakeville by its Select Board. This Agreement may not be varied, amended or modified in its terms by an oral agreement or representation or otherwise, and none of the terms hereof may be waived amended or modified, except by an instrument in writing executed by all of the parties.
- C. **Effective Date of Agreement.** This Agreement shall be effective as of the date it shall be fully executed by both Rhino and Lakeville.
- D. **Cooperation.** The parties to this Agreement agree to cooperate in good faith to implement the requirements in this Agreement.
- E. **Assignment.** Rhino maintains the right to assign the Agreement to an affiliate or other special purpose entity which Rhino controls, provided that prior to such assignment Rhino shall provide the Town with written notice of its intent to assign to such an affiliate or other special purpose entity and evidence of Rhino's control thereof. Rhino shall have the right to assign this Agreement to any other party with the Town's consent, which consent shall not be unreasonably withheld or delayed, provided that the assignee's creditworthiness and financial condition is reasonably equivalent to Rhino, and any assignee of Rhino agrees in writing that it shall accept and be bound by all of the rights, obligations and powers of Rhino hereunder.
- F. **Covenants; Binding on Successors.** The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns, and any assignee of Rhino.
- G. **Severability.** In the event that any provision of this Agreement shall be determined to be invalid or illegal by a court of competent jurisdiction, such provision shall not affect the enforceability of the remainder of this Agreement, and shall be deemed to be omitted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.
- H. **Authority to Sign.** Each undersigned representative hereby certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf such representative is signing.
- I. **Governing Law.** This Agreement shall be deemed to have been executed within the Commonwealth of Massachusetts, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts and any dispute concerning this Agreement shall be adjudicated in the courts of the Commonwealth of Massachusetts and the parties hereto agree to be subject to the jurisdiction of said courts.

- J. **Entire Agreement.** Unless otherwise specified herein, this Agreement is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.
- K. **Counterparts.** This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.
- L. **Notice of Agreement.** This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns as provided herein. A notice thereof in the form attached hereto as Exhibit B shall be executed by Rhino and Lakeville and recorded with the Plymouth County Registry of Deeds upon Rhino receiving Site plan Approval from the Planning Board and the expiration of all appeal periods. In the event of termination of this Agreement, or if the obligations herein are fulfilled, then both Rhino and Lakeville agree to cooperate to execute and record a notice of termination of agreement in a form mutually acceptable to the parties.

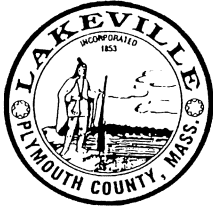
[Signatures Follow]

833446v.3/LAKE/0145&0146

**AGENDA ITEM #6
OCTOBER 24, 2022**

**DISCUSS AND POSSIBLE VOTE TO APPROVE 2023 HOLIDAY
SCHEDULE**

Attached is the draft Holiday Schedule for 2023 for your review.



TOWN OF LAKEVILLE
Town Administrator's Office
346 Bedford Street
Lakeville, MA 02347
(508) 946-8803

TO: Department Heads
FROM: Ari J. Sky, Town Administrator
DATE: October 25, 2022
SUBJECT: 2023 Holiday Calendar

The Select Board approved the 2023 holiday calendar at its October 24, 2022 meeting. Please post the following schedule for all union and nonunion personnel. Eligible employees will be paid for their regularly scheduled hours of work during the holidays listed below.

Monday, January 2, 2023	New Year's Day 2023 (observed)
Monday, January 16, 2023	Martin Luther King, Jr. Day
Monday, February 20, 2023	Presidents' Day
Monday, April 17, 2023	Patriots' Day
Monday, May 29, 2023	Memorial Day
Monday, June 19, 2023	Juneteenth Independence Day
Tuesday, July 4, 2023	Independence Day
Monday, September 4, 2023	Labor Day
Monday, October 9, 2023	Columbus Day
Friday, November 10, 2023	Veteran's Day (observed)
Thursday, November 23, 2023	Thanksgiving
Friday, November 24, 2023	Day after Thanksgiving
Monday, December 25, 2023	Christmas

**AGENDA ITEM #7
OCTOBER 24, 2022**

**REVIEW AND POSSIBLE VOTE ON THE REQUEST FROM
MIDDLEBOROUGH/LAKEVILLE HERRING FISHERY COMMISSION
FOR APPOINTMENT OF RONALD BURGESS AS WARDEN AND
CYNTHIA GENDRON AS VOLUNTEER OBSERVER**

Attached is a letter from the M/L Herring Fishery Commission regarding that Ronald Burgess be reappointed as a warden for a term to expire September 20, 2025.

They are also requesting that Cynthia Gendron be appointed as a volunteer observer for a term to expire September 20, 2024.

The terms typically expire on September 30th; I am awaiting confirmation that the September 20th date is in error. Also, the volunteer observers are a 1-year appointment, so the year of expiration would be 2023.

RECEIVED
OCT - 6 2022
SELECTMEN'S OFFICE



Bank Building, 20 Centre Street, Middleborough, Massachusetts 02346

October 4, 2022

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

Dear Members of the honorable Board:

On September 13, 2022 the Middleboro-Lakeville Herring Fishery Commission voted unanimously to recommend the following appointments:

Fish Warden for a three year term ending September 20, 2025:

Ron Burgess
51 Summer Street
Middleborough, MA

Volunteer Observers for a one year term ending September 20, 2024: 3

Cynthia M. Gendron
5 Woodville Way
Wareham, MA

These dedicated volunteers have shown a continued commitment to the operation of the Commission and the protection of the herring migration and habitat. We feel they will continue to be an asset to the Commission. We request that you consider them for appointment at your earliest opportunity.

Sincerely
For the Commission

Bruce E. Chase D.V.M.
Secretary

**AGENDA ITEM #8
OCTOBER 24, 2022**

**REVIEW AND POSSIBLE VOTE TO APPROVE THE REQUEST
FROM THE FRIENDS OF LAKEVILLE COUNCIL ON AGING TO
PLACE A SIGN AT THE INTERSECTION OF ROUTE 18/PRECINCT
STREET FOR A CHRISTMAS WREATH SALE**

The Board has received a request from the Friends of the Lakeville Council on Aging to place a sign at the intersection of Route 18/Precinct Street for a Christmas Wreath sale. The sale will be on December 3rd and located at Lakeside Landing.

Tracie Craig-McGee

From: linda_ewell@verizon.net
Sent: Monday, October 17, 2022 5:55 AM
To: Tracie Craig-McGee
Cc: Lori Fahey - Interim Council on Aging Director
Subject: Christmas Wreath Project -Friends of the Lakeville COA

Good morning Tracie,

We are continuing to work on our Christmas wreath project that is set for December 3rd at the Lakeside Landing site. I'm looking to you to see if we need approval to post some sort of sign prior to the fire department that will let people know that the sale is ongoing as they turn the corner. Also could we have approval to put a sign at the intersection of Precinct and 18?

In addition if it's possible to put the notification on the board by the old town hall that the Christmas wreath sale is being held on December 3rd at the Lakeside Landing from 10:00 to 3:00 that would be wonderful.

The proceeds from this sale will be used by the COA for any needed project.

Please advise and thank you very much.

Linda Ewell
President, FLCOA

[Sent from the all-new AOL app for Android](#)

**AGENDA ITEM #9
OCTOBER 24, 2022**

**REVIEW AND POSSIBLE VOTE TO APPROVE SELECT BOARD
MEETING MINUTES OF OCTOBER 11, 2022**

TOWN OF LAKEVILLE
Select Board Meeting Minutes
October 11, 2022 – 5:00 PM
Lakeville Police Station Meeting Room
323 Bedford Street, Lakeville, MA

On October 11, 2022, the Select Board held a meeting at 5:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 5:00 PM by Chairman LaCamera. Members present were Chairman LaCamera, Member Fabian and Member Carboni. Also present was Ari Sky, Town Administrator and Tracie Craig-McGee, Executive Assistant to the Select Board & Town Administrator. LakeCAM was recording the meeting for broadcast.

Select Board Announcements

Chairman LaCamera read the Select Board announcements. Member Fabian said the last date to register to vote at the Fall Special Town Meeting is November 4th.

Town Administrator Announcements

Mr. Sky read the Town Administrator's announcements. Chairman LaCamera noted that the \$100,000 earmarked for the Assawompset Playground will not cover a full replacement of the equipment.

Review and possible vote to approve Warrant for November 14, 2022 Special Town Meeting

Chairman LaCamera said this is the final warrant to be approved for the November 14, 2022 Special Town Meeting. Warrant review will be held at the Police Station on October 24th. There is an article for modification of the zoning for the former Lakeville Hospital property. There will be an informational meeting held on October 19th. The developer will be attending with a new proposal. The Planning Board is holding public hearings on the zoning articles on October 13th at 7:00 PM and October 27th at 7:00 PM.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the warrant for the November 14, 2022 Special Town Meeting.
Unanimous in favor.

Discuss and possible vote to layout Ledgewood Drive as a Public Way

Paul Turner, Marc Resnick, Town Planner and Franklin Moniz, Department of Public Works Director were present for the meeting. Mr. Sky said the Board has a petition to accept Ledgewood Drive as a public way. Today we received the signed waivers of damages and the eminent domain releases. Environmental Partners has inspected the site and found no issues. Chairman LaCamera asked Mr. Turner if he saw the report. Mr. Turner said yes; there are no issues.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: The Select Board of the Town of Lakeville, acting pursuant to G.L. C. 82 Sections 21-24, deeming that common convenience and necessity require the layout as a town way of Ledgewood Drive, and intending to acquire easements necessary for such layout, hereby lays out the hereafter-described Ledgewood Drive as a public town way. The boundaries of said way hereby laid out are as follows: Ledgewood Drive Roadway As Built Plan, "Ledgewood Drive" a Residential Subdivision off Pierce Avenue in Lakeville, Massachusetts, dated August 28, 2020, prepared by Outback Engineering, Incorporated on file with the Select Board and Town Clerk's Offices.

Said plan being hereby adopted as a part of this order, and attached hereto as Exhibit A. All land lying within the above-described boundaries is hereby laid out as a town way.

The aforementioned layout plans are hereby forwarded to the Town Clerk for filing and the foregoing layout is hereby reported to the Town for Acceptance.
Unanimous in favor.

Discuss and possible vote on request from Town Clerk to approve State Election Warrant for November 8, 2022

Chairman LaCamera said a request was made by the Town Clerk to approve the November 8, 2022 State Election Warrant.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the warrant for the November 8, 2022 Election Warrant.
Unanimous in favor.

Review and discuss possible comments to Zoning Board of Appeals regarding 109 Bedford Street Comprehensive Permit Application

Mr. Sky said a letter was sent to MassHousing from the Board regarding previous comments, but it is unclear if any of the suggestions were incorporated. There were questions on visibility, but the landscaping comments look like they were addressed. The main issues are #3 and 4 in the letter. He doesn't believe these were done. Member Carboni asked if in perpetuity for the affordable units was included. Chairman LaCamera said it will be in the permit. He noted every unit is located in the buffer zone; they are not 20' away from the lot lines. All porches and decks are within the buffer zone, which is not allowed. They could do a better design on the look of the buildings. If you compare the 40B project on Rhode Island Road, they are night and day. A market analysis was supposed to be provided, but it is not in the information. There are also no condo agreements included. We requested to have at least two (2) bedroom units with a first-floor bedroom to be set aside for 55+ and one (1) should be an affordable unit.

Discuss and possible vote on Public Way License Application for Stalwart Productions to close a portion of Bedford Street for movie production

Chairman LaCamera said we have received an application from Stalwart Productions to close a portion of Bedford Street for movie production. Chairman LaCamera said residents need to be notified of this event. Mr. Sky said we will post on social media. It was noted that there are no houses in that stretch of Bedford Street. Mr. Moniz will contact the bus companies and Old Colony. Mr. Sky said there will be police details.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the Public Way License Application from Stalwart Productions to close a portion of Bedford Street for movie production.
Unanimous in favor.

Discuss and possible vote on change of date for Outdoor Entertainment Permit – Association Beach – Charbonneau Avenue

Chairman LaCamera noted that the original block party got canceled due to rain. They would like to hold it October 23rd.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve a change of date for the Outdoor Entertainment Permit for a block part at Association Beach – Charbonneau Avenue to October 23, 2022.
Unanimous in favor.

Meet with Nancy Yeatts and Noelle Rilleau to discuss letter regarding Community Preservation Committee and Administrative Budget

This item will be discussed at another meeting.

Review and possible vote to approve Select Board Meeting Minutes of September 29, 2022

Member Fabian noted on page 2, paragraph 1, line 14, the word “station” should be changed to “apparatus”.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the Select Board Meeting Minutes for September 29, 2022 as amended.
Unanimous in favor.

New Business

Chairman LaCamera said the Board should put together a small subcommittee to look at the improvements that need to be done at Betty’s Neck. Member Fabian agreed.

Old Business

Member Carboni said the Fire Station Open House was on Saturday and there was great attendance.

Adjournment

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To adjourn the Select Board Meeting at 5:29 PM.
Unanimous in favor.

OTHER ITEMS

1. Letters of thanks from Lakeville Arts Council to Police Chief and DPW Director
Lia noted the work that the Police and DPW Departments did for the Arts Festival.

List of documents provided at the Select Board Meeting of October 11, 2022

1. Agenda page
2. Agenda page
3. Agenda page; draft warrant for Special Town Meeting
4. Agenda page; layout order; report from Environmental Partners
5. Agenda page; November 8, 2022 Election Warrant
6. Agenda page; letter from Attorney O'Shaughnessy; Zoning Board of Appeals Petition; Building Sketches; Comprehensive Permit Site Plan and brief in support of application for Comprehensive Permit
7. Agenda page; Public Way License Application; certificate of insurance
8. Agenda page; email from Joanna Rodrigues
9. Agenda page; letter from Noelle Rilleau
10. Agenda page; Select Board Meeting September 29, 2022
11. Agenda page
12. Agenda page

**AGENDA ITEM #10
OCTOBER 24, 2022**

NEW BUSINESS

**AGENDA ITEM #11
OCTOBER 24, 2022**

OLD BUSINESS