



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, October 30, 2023 @ 5:30 PM</u>
Location of Meeting:	<u>Lakeville Police Station 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 approve Select Board Minutes of September 18, 2023 and October 10, 2023
4. Discuss and possible vote to appoint Lacey Marshall as Human Resources Director
5. 6:15 PM Public hearing for transfer of Off Premises Wine & Malt Package Store license for 33 Bedford Street from Gulf Resources, Inc. dba Joe's Gas to Joe & Chloe Gas, Inc., dba Joe's Gas
6. 6:30 PM Meet with Finance Committee and Town Moderator for Warrant Review for Special Town Meeting on November 13, 2023
7. Discuss recent discussion with Girl Scouts regarding a possible accessible playground project near George R Austin Intermediate School
8. Discuss and possible vote to approve Taunton Water connection for 156 Rhode Island Road
9. Discuss and possible vote to approve the rehire of Joshua Amaral as Heavy Motor Equipment Operator at Level 2-Step 5
10. Discuss and possible vote on request from Lakeville Arts Council for permission to place a sign at the intersection of Precinct Street and Rhode Island Road for All That Glitters Event
11. Discuss and possible vote on request from Open Space Committee to appoint David Zelonis and Deveney Reis Boyadjian as members
12. Discuss and possible vote on request from Board of Health to appoint Shared Services Health Specialists

13. Discuss and possible vote on request from Middleborough/Lakeville Herring Fishery Commission to appoint David Cavanaugh and William Orphan as Wardens
14. Discussion on potential new advisory committees and public involvement
15. Update from Environmental Partners and RTA on ARPA Water Project
16. Building Committee Updates:
 - a. Senior Center Feasibility Study: Presentation by OPM on potential alternatives currently under consideration
 - b. Fire Station Building Committee: Discuss and possible vote to approve the Building Committee's recommendation for selection of a Project Architect
 - c. Old Colony Feasibility Study
17. New Business
18. Old Business
19. Correspondence

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
OCTOBER 30, 2023**

SELECT BOARD ANNOUNCEMENTS

Remind residents about Town Meeting on November 13th at 6:30 PM at Apponequet High School Auditorium.

The Council on Aging is looking for volunteers to offer medical rides to and from doctor's appointments for Lakeville seniors. These are non-assisted rides. Driver's receive mileage reimbursement. For more information, please contact the COA at 508 947-7224.

**AGENDA ITEM #2
OCTOBER 30, 2023**

TOWN ADMINISTRATOR ANNOUNCEMENTS

**AGENDA ITEM #3
OCTOBER 30, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE SELECT
BOARD MINUTES OF SEPTEMBER 18, 2023 AND
OCTOBER 10, 2023**

Attached are the minutes from the September 18th meeting, which were tabled from the last meeting, and October 10, 2023.

**TOWN OF LAKEVILLE
Select Board Meeting Minutes
September 18, 2023 – 6:00 PM**

**Lakeville Police Station Meeting Room
323 Bedford Street, Lakeville, MA**

On September 18, 2023, the Select Board held a meeting at 6:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 6:00 PM by Chairman Day. Members present were Chairman Day, Member Fabian and Member Carboni. Also present were Ari Sky, Town Administrator and Tracie Craig-McGee, Executive Assistant to the Select Board and Town Administrator. LakeCAM was recording the meeting for broadcast.

Select Board Announcements

Chairman Day read the Select Board announcements.

Town Administrator Announcements

Mr. Sky read the Town Administrator Announcements.

Meet with Plymouth County Treasurer for presentation of ARPA payment for ambulance and associated equipment

Thomas O'Brien, Plymouth County Treasurer, Jared Valanzola, from Plymouth County Commissioners and Michael O'Brien, Fire Chief were present for the discussion. Chief O'Brien said this award for an ambulance was born of need. Our new ambulance has over 50,000 miles on it. Mr. Valanzola spoke about Plymouth County's administration of the CARES money. He said they are on track to spend 3% on administration of the ARPA program with the national average being 7-10%. Mr. O'Brien said they would be presenting a check to the Town for \$572,403.49 for the ambulance. Chief O'Brien added the award includes every major piece of equipment on the ambulance. Chairman Day noted that this ambulance will help other communities with mutual aid.

Discuss and possible vote to approve Select Board Minutes of September 5, 2023

Member Carboni had two revisions: on page 2 – 1st paragraph halfway down: spaces identified at the Ted William Camp for election: add “and the fact that we have many elderly residents that utilize those spaces during elections”. On page 6: under Building Committee Fire Station Committee, last sentence: whether each candidate will be interviewed or if the list to be interviewed will be narrowed down.

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

VOTED: To approve the Select Board Meeting Minutes of September 5, 2023 as amended.
Unanimous in favor.

Public hearing for transfer of Common Victualler All Alcoholic Beverages License for the Back Nine Club – 17 Heritage Hill Drive

Present for the discussion was Craig Medeiros, Esquire, attorney for the applicant. Chairman Day read the legal notice into the record, which was published on September 7, 2023.

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

VOTED: To open the public hearing for the transfer of the Common Victualler All Alcoholic Beverages License for the Back Nine Club – 17 Heritage Hill Drive.
Unanimous in favor.

Chairman Day swore in Attorney Medeiros, who summarized the application and the intent to keep the property operating as a golf course. The hours of operation on the liquor license will remain the same. Attorney Medeiros said the actual golf course itself is being purchased by a different entity than the one purchasing the golf course. There is a lease between the two (2) entities for the operation of the course. Member Fabian said that is how the current owner is set up. Attorney Medeiros said B9 will operate the restaurant and golf course; and Lakeville Nursery owns the property.

Richard LaCamera of 32 Old Powderhouse Road asked about the real estate transaction. The sale is \$1.4 million for the real estate and \$450,000 for the business. The real estate part is being transferred to Lakeville Nursery Development Corporation, which is an existing development company. Attorney Medeiros said the buyer is Lakeville Nursery Redevelopment LLC. It owns one (1) piece real estate now, which is for sale. Once sold, the only piece of real estate it will own is the golf course. This was done for tax purposes. Mr. LaCamera said Lakeville Nursery Redevelopment is leasing the property back to who? Attorney Medeiros said to the B9 Club. Mr. LaCamera asked if Lakeville Nursery Development owns all the buildings and land. Attorney Medeiros said the equipment at the site for the golf course and kitchens will be owned by B9 Club Inc. and Lakeville Nursery Development Corporation will own the property. B9 Club Inc. will take care of the operation of the golf course. Olde Stone Lookout LLC currently owns the real estate and it is operated by The Back Nine Club. Mr. LaCamera said there are a lot of neighbors present that are concerned about the property. He was disappointed that the new owner is not here. The new owner has said that it is not going to be developed as housing. Attorney Medeiros said his client contacted the Ethics Commission and was advised that he should not attend the meeting. Chairman Day said it sounds like it is the same setup as the current company. He asked Mr. LaCamera if there is an undertone why the Board should not transfer the license? Mr. LaCamera said he has a right to have the license transferred as long as he meets the criteria. Chairman Day said the hearing tonight is for the transfer of the license. He understands the concern about the transfer that is out there. Mr. LaCamera said that the Purchase and Sales Agreement can be discussed because they were on the agenda and refers to the transfer of the liquor license. Chairman Day said he would not like to see abutters negatively affected, but this is for the transfer of the license. Mr. LaCamera said as far as the transfer, there is no agreement in place for the transfer of the Sailor's Tower. Attorney Medeiros said this is not included as part of the sale. It is a separate parcel with a perpetual easement. Mr. LaCamera said it says in the Purchase and Sales Agreement that it needs to be negotiated. Attorney Medeiros was not aware of that. If there ever were to be a conversion of the property, the property would have to be offered to the Town first.

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

VOTED: To close the public hearing for the transfer of Common Victualler All Alcoholic Beverages License for the Back Nine Club – 17 Heritage Hill Drive.
Unanimous in favor.

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

VOTED: To approve the transfer of the Common Victualler All Alcoholic Beverages License from The Back Nine Club, dba The Back Nine Club at 17 Heritage Hill Drive to B9 Club, Inc., dba The Back Nine Club.
Unanimous in favor.

Discuss and possible vote to approve articles to be placed on the November 13, 2023 Special Town Meeting Warrant:

- A. Prior Year Bills
- B. Supplemental Appropriations
- C. Capital Items
- D. Transfer to Capital Stabilization
- E. Community Preservation Act Projects
- F. Move Town Meeting to Second Monday in June
- G. Nuisance Fire Alarm By-Law
- H. Open Space Residential District By-Law
- I. Illuminated Sign By-Law Amendment (revision 1)
- J. Illuminated Sign By-Law Amendment (revision 2)

Todd Hassett, Town Accountant, was present for the discussion. Chairman Day said we are voting on the articles to be placed on the Special Town Meeting Warrant. Mr. Sky said Article #1 is for FY23 unpaid bills. Mr. Hassett said this is for invoices that came in after the close of FY23. We would have to ask Town Meeting to fund these through Park Department earnings. Mr. Sky said Article 2 is for supplemental expenses. The first two (2) were talked about previously to accommodate the 5-member Board. There is a little bit of money for a placeholder for some sort of agenda software. Chairman Day said we cannot forecast insurance for the new members. Mr. Sky said it will only be for two (2) months. John Olivieri, Chairman of the Board of Assessors said their Clerk is currently part time and we have a full time Assessors Specialist. Our specialist has announced that he will be retiring in the spring and our Clerk is looking for a full-time position. In order to retain our Clerk and have adequate office coverage, we are looking for additional funds to run through the end of the year to start the Clerk at full time a few months prior to the Assessors Specialist going to part time. Member Carboni asked if the Assessors Specialist will be retiring as full time, but working part time? Mr. Olivieri said the Specialist has no intent on retiring fully for the next year or two (2). Member Fabian said this follows what we spoke about at the last meeting regarding office hours. Having a full time Clerk there will pick up more hours for residents. Further discussion occurred regarding office coverage.

Mr. Sky said we have an ongoing situation with coverage, staffing and overtime for the Fire Department. The ideal solution is to add staff, but we don't believe the money is there to do that. We can right size the overtime budget as a short-term solution. Mr. Hassett said we have come to the conclusion that the best solution is to add one (1) person to each working group, but we are concerned with the expense. We will look at this for the FY25 budget. Fire Chief O'Brien said it comes down to budgeting. We have to live within the resources and within the 2.5% cap. Applying a new staff model for four (4) member groups would be saving about \$200,000 in overtime. There are so many variables with those savings, but we would have saved that last year. Getting the additional overtime is welcome, but it doesn't fix the problem. We have three (3) people at the station and that is the bare minimum that we need to operate right now. When there is an absence, it creates overtime expenses. He noted that there is a small group of very dedicated firefighters and they are getting burnt out and that is not sustainable. This needs to be addressed. We need to reinvent our department to march the demand for services and the expectation of the Town. Mr. Sky said it is a real problem, but we couldn't commit to that right now. Chief O'Brien said the thought was it is advantageous to spread it over two (2) fiscal years for not as much impact. Chairman Day asked what is the cost of a new hire? Chief O'Brien said a firefighter works an average of 42 hours a week. We currently have one (1) person in the academy. Every hour that person was scheduled to work is now overtime. We have another starting in January to be replaced with overtime.

Mr. Hassett said that last item is an insurance premium, increase for property, liability and general insurance. We used a 6% increase; the actual premiums were a 6.3% increase. Mr. Sky said no coverage was increased. Chairman Day asked about going out to bid for carriers. Mr. Sky said we have not done that yet. Article #3 - Mr. Sky said these are capital items in the Capital Improvement Plan (CIP). For Betty's Neck - we have an outstanding application for the One Stop Program which would probably negate this need if we got the grant. We have \$75,000 in the CIP now. Town Hall Security is for \$30,000; this would involve building access in Town Hall. There is a boat motor replacement for the Police Boat. Police Chief Perkins said the Police Department has a 2019 police boat to patrol Long Pond. It has become a search and rescue dive boat as well. The boat is under powered for that use. We need a 115 motor with a Trim Tab kit to alleviate that problem. Because the present motor is so new, we would repurpose that to the Fire Department for their boat. Franklin Moniz, DPW Director said the M-4 permitting is straight forward. We are going into year 6 and this includes training, updating the stormwater management plan, and illicit discharge detections. It gets us through until September of 2024. We won't know the entire number until we get into the investigations. This figure covers the knowns. We have been keeping up with what has to be done, but we need to address some of the key things we have let slide back in the past couple of years. For brush, we are going to hire a crew to do tub grinding, which is done every couple of years. This work will be done with a contractor, and DPW will be running the excavator and doing the cleanup. Mr. Hassett said there is a total of \$201,500 for the capital items and the brush and tree removal will be funded from the Transfer Station Retained Earnings.

Mr. Sky said Article 4 is for \$2,150,000 from the lease of the cell tower. This article will move the money into the Debt Service/Capital Projects Stabilization Fund. Member Carboni said because we agreed for a one-time payment for the lease of the Fern Street cell tower, we lost about \$45,000 in revenue annually. She would like to see this money go somewhere where it is interest bearing and not touch it. Mr. Sky said the Stabilization Account does serve that purpose. Member Carboni said this Board will change, but she wants the interest to work for us; once the money is gone its gone. Mr. Hassett said we could put it in the General Stabilization Account. Mr. Sky said it is about

a \$38,000 a year loss in revenue. The FY24 budget does not assume any of that money. Mr. Hassett said the General and Special Stabilization Funds are invested separately and the earnings grow within the fund. We have a number of facility projects that the Town is considering. Some of those projects might require a debt exclusion. Setting this money aside might help offset the cost. Member Carboni said we need to find ways to put money aside for the future. Chairman Day asked about the balances in Debt Stabilization. Mr. Hassett said there is \$1.4 million and \$1.8 million in the General Stabilization and we added \$250,000. Member Fabian said she thought what was suggested was to make sure all our retirement needs were met. This wasn't what we were thinking when we approved the lease. We said that we would not use the money received. Mr. Hassett said this article is proposing to set it aside; it would be up to a future Town Meeting whether to use those funds. The General Stabilization could be accessed on Town Meeting Floor. Member Carboni said it is vulnerable sitting in Free Cash right now. How can we get this money to work for us in the best way without touching it? Mr. Sky said if we don't do anything with it, it rolls back into Free Cash. Taking it out of the General Fund and putting it aside, nothing will happen to it until somebody wants to touch it. Member Carboni said she is not sure this is the best place to put it. Member Fabian asked what other options do we have? Mr. Sky said putting it towards OPEB is not the answer. Mr. Hassett said the pension obligation is starting to come down. Chairman Day said he likes putting this in a protected account. If a need comes up, residents can vote to take it out. Mr. Sky said the Department of Revenue has certain rules about what kinds of stabilization accounts can be created. Mr. Hassett said there are some other special stabilization accounts that require Town Meeting access. Mr. Sky said he doesn't believe that it is legally possible for the Board to prevent what a future Board could do. Putting it in Stabilization means that Town Meeting has to take it out. Member Carboni said she would want residents to have final say over their money and how it is spent, but we are the guardians and trying to make smart decisions. Chairman Day said it could go into the \$1.4 million that is already there and earning interest. When was the last time we used that account? Mr. Hassett said \$79,000 a few years ago. Member Carboni said every budget cycle when we discuss balances, we will remember that this money is here. Chairman Day said the Finance Committee will have to approve. Member Carboni thinks it is risky not having a separate stabilization account and may not be able to support this at Town Meeting.

Mr. Sky said Article #5 is for Community Preservation Committee projects. Nancy Yeatts, Chair of the Community Preservation Committee (CPC), said this is their first year and the CPC has recommended the three (3) projects. We will prepare a handout for Town Meeting. The projects are the Cemetery Commission for gravestone repairs; Historical Commission for a roof replacement of the Historic Town House, and Park Commission for Jon Paun Park. Chairman Day said what if Historical does not need the \$30,000 for the roof. Does it go back to the CPA fund? Mr. Hassett said it is being funded by two (2) accounts and if not needed, the funds would go back. Ms. Yeatts said the Jon Paun Park will help with the engineering and architectural expenses. Mr. Sky said for Article 6, the Board directed him to prepare an article to move the Annual Town Meeting to the second Monday in June. Chairman Day said the language today allows the meeting to be moved by Select Board vote. Discussion occurred regarding moving the meeting. Article 7 is a Fire Alarm System By-Law. Chief O'Brien said this is a tool for compliance and similar to the current Police Alarm by-law. Chairman Day asked has this been a problem. Chief O'Brien said there have been 203 false alarms and malfunctions so far this year. This is a public safety issue. We have to respond with the appropriate equipment. Some are accidental; malicious and system malfunctions, but there are things that can be done to handle that.

Mr. Sky said Articles 8, 9 and 10 are Planning Board articles. Marc Resnick, Town Planner, said Article 8 is the Open Space Residential District (OSRD) bylaw. It is similar to an article presented 1.5 years ago with significant changes to address Board of Health and Conservation Commission concerns, which he summarized. Chairman Day said we really need an example sheet to educate residents. Mr. Resnick said he will put together something for Town Meeting. Chairman Day said so nothing smaller than 20 acres of which 10 acres will be open space and 10 acres developed. Member Carboni asked has the Planning Board reviewed the red line document. Mr. Resnick said the Planning Board voted the extra red line changes at their last meeting. One (1) of the purposes was removed. On page 2, we had spoken about allowing smaller parcels developed along the ponds or if the open space land abuts existing open space land, but that was removed. Section V was changed to Article V on the next page. Public access to the open space, we added motorized wheelchairs as allowed. Member Fabian said this needs to be posted early so residents can read through this. It should be posted on social media. Chairman Day said the open space can be transferred to the Conservation Commission, Select Board or the Park Commission. How do we determine the costs to the Town for upkeep? Mr. Resnick said that is part of the process in reviewing a proposed development. Open Space versus a park is a huge difference in costs. Chairman Day said at what point in this process do we figure out who will accept ownership. Mr. Resnick said it is multi-step; the developer comes in informally with a sketch plan. Then they file a preliminary plan and OSRD concept plan where you will evaluate the open space and suitability of lots in the base plan. That would be a public hearing. The final definitive subdivision plan and special plan hearings would have plans sent out the Boards, Committees and Commissions for their comments. Member Fabian said we could say we don't want any more parks because it is more work for the Department of Public Works. Chairman Day said he is trying to figure out what our risk is down the road. Mr. Resnick said if the Select Board or Park Commission won't accept the land for a park, it would be left as open space land and be conservation land. The Planning Board cannot bind the Select Board or Park Commission to accept the property. The developer would have to go to the Select Board first if it were going to be a park. Chairman Day said does that have to be in place prior to the plan being approved? Mr. Resnick said yes.

For Article 9, Mr. Resnick said this is to clarify the definition of changeable copy signs, electronic message board signs and internally illuminated sign to add that a special permit is required by Zoning Board of Appeals. For Article 10 Mr. Resnick said the Planning Board is concerned with the proliferation that we have with some of these signs and proposes standards for them.

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

VOTED: To approve the Warrant Articles 1-10 as presented for the Special Town Meeting scheduled on November 13, 2023 at 6:30 PM.
Unanimous in favor.

Member Carboni said she would like to revisit the places that the warrants are posted. She would like to understand how the locations came to be. There has been concerns from residents that they did not have access to the warrant articles. The Library was suggested as a posting place. Also, maybe the Intermediate and Middle Schools. Ms. Craig-McGee noted there are a certain number of places required per precinct.

Discuss and possible vote to approve House of Representatives’ proposed change to the 5-member Board petition

Mr. Sky said there was a floor amendment to strike out the word “ballot” in line 4 and insert in its place “annual town”. Town Counsel has signed off on the change.

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

VOTED: To approve the House of Representatives proposed change to the 5-member Board petition as presented.
Unanimous in favor.

Discuss and possible vote to appoint Kevin Duquette as Sealer of Weights and Measures

Mr. Sky said the Inspectional Services Director said the individual proposed was the only applicant and has impeccable references.

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

VOTED: To appoint Kevin Duquette as Sealer of Weights and Measures for a term to expire July 31, 2024.
Unanimous in favor.

Discuss and possible vote to approve DPW Heavy Motor Equipment Operator hire at Level 2, Step 4

Mr. Moniz, Department of Public Works Director, was present for the discussion. Mr. Moniz noted he has two (2) vacant positions. This is a returning employee that is why he is looking for the higher step. He is familiar with the snow and ice process and the equipment. He would be on board by October. Chairman Day said were there any issues prior. Mr. Moniz said nothing that he is concerned with. He has two (2) vacant positions in the past two (2) months so his budget is in good shape.

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

VOTED: To approve the hiring of a Heavy Motor Equipment Operator at Level 2, Step 4.
Unanimous in favor.

Schedule meetings for November, December and January

Mr. Sky said there was conflict with a Board member on the November 20th meeting date. Chairman Day said there was talk of moving our meetings from Monday. Ms. Craig-McGee said we would have to ask someone else to change their day that they meet on. Member Fabian said she cannot make the November 20th meeting. Chairman Day said we could do a larger meeting on the 13th. We could do the budget discussion on December 4th. Member Carboni said we will know if there is anything that needs to be addressed. November 6th and 13th. The December 4 and 18 and January 8 and 22 meeting dates were set.

Building Committee Updates:

Senior Center Feasibility Study

Member Fabian said the Council on Aging Director gave numbers on people in Town aged 55 and above. There is a waiting list for the exercise programs. The Owner's Project Manager (OPM) put together a design for a smaller build and larger one. The subcommittee made some suggestions on what they would like to see, including updating lighting with automatic lighting. The Committee asked the OPM to fine tune a few things. One design would be about 800 square feet to the rear of the building and the other a 2,000 square foot addition to the right side of the building. The next meeting is October 18, 2023.

Fire Station Building Committee

Member Carboni said there is not much to update since the last meeting. The Committee is meeting on September 20th. We had four (4) submittals for the architectural design and will discuss the next steps to identify who will be the designer for the project.

Old Colony Feasibility Study

Chairman Day said there is no update from the last meeting. The next steps are discussing an OPM selection committee. Otherwise it is considering programs they would like to add or how many students being added to the school. Member Fabian asked is that the stage where they would discuss programming. Chairman Day said they need to right size the school and see what the towns will support. They turn away more students for incoming classes than they accept. They need to figure out how many programs they want to increase or keep what they have and increase the slots.

Discuss Town Administrator's Annual Review

Chairman Day said we are having technical difficulties with one (1) of the reviews. Do we want to go forward with one (1) copy missing or defer to October 10th? We could schedule a meeting in between. Member Fabian said we could do a Zoom meeting. Member Carboni said she is trying to understand the issue. Chairman Day said Member Fabian doesn't have a printed copy and her laptop is stuck in update mode. Member Fabian said she could summarize her narrative, but doesn't have the number tally. Member Carboni said we have waited a long time to do the review. The tallies can be reviewed, but the narrative is important. Member Fabian said she will submit hers to the Town Clerk's Office tomorrow. Member Carboni and Chairman Day passed out their reviews. Member Carboni said when we have a five (5) member Board she is going to press to come up with a good flow for an evaluation. She would like the Town Administrator to be able to review what we wrote. Chairman Day said the process and forms need to be revamped. Member Fabian said she said when we started this process that she would be willing to come up with a better plan, but we went ahead. This can't wait until the spring, so we should appoint someone at this point to work on this. Chairman Day said there is an annual review of the Town Administrator as set forth in the Town Administrator Act. Like any review, this is subjective.

Chairman Day said one (1) form has ratings of Excels, Meets or Needs Improvements. He had Excels in 22 categories, Meets in 8 and none on Needs Improvement. The second form was 10 categories with 5 being the highest ranking to 1 at the lowest. Each category has a total of 30 possible

points and he had 284 points total. Chairman Day reviewed his bullet points: fiscal detail strong; class and compensation study underway; follow up is done within a reasonable amount of time; when we disagree it is respectful; public outreach video series is great; comments from residents saying communication could be clearer; how can we improve the meeting room so people can hear; Department Heads mentioned a bit micro managed than they are used to; perhaps you can reach out and have a conversation with them; we did not receive any Department Head feedback; lot of things going well; and have received a few residents improvements, but overall he is pleased.

Member Carboni said for the most part, Mr. Sky has met all the expectations identified under the rating criteria. The only ones that she felt needs improvement is communication skills and community and resident building of relationships. It is difficult to try to reach out to people, but that would strengthen our mission to build communication and relationships with the residents. As far as information provided to the Board, she will never say it is overkill and you do share it with us. There is concern about having to communicate with the five (5) member Board. Perhaps there is another vehicle in which to communicate with the five-member Board. Financial and budgeting and policy development is exceptional. You developed the budget cycle and it is clear for the residents, which they have appreciated. You have expanded your professional development through ICMA. You have met your goals for 2022 and 2023 with a few coming over to 2024. She hopes to get those accomplished and give you the support needed.

Member Fabian said it is hard to evaluate someone with only three (3) options. Compared to last year, some of her numbers went down a bit. Being the Chair is different as you interact more with the Town Administrator, perhaps because she was used to get information first hand and communicating every day, she feels that there is a little less communication and is not getting the information she should be. She feels she has to look harder for information. In the strengths section, budget and financial planning is a strength that Mr. Sky has possessed. She noted communication, but also put notes in there at the special meeting the Board had, she was a bit disappointed that it is assumed that it is okay not to consult the Select Board. When policies are being created that Select Board Members are going to be responsible for using day to day, the Select Board should have an option to participate in the creation, not just in amending a document. For instance, several things that have come to our attention, including the Old Bridge Street project and the Abutters By-laws, we all had similar concerns. The one other area is that this Town is not prepared to go in a direction of a Town Manager. The Town has voted for more representation for a 5-member Board, not less, voted a recall by-law and voted down the change to an appointed Clerk. Sometimes Mr. Sky has a tendency to stay narrow focused and not paying attention to Facebook comments. Sometimes it is the same people, but these are people that are not afraid to speak out. We have to pay attention to how some of the residents feel and they are very conservative. They want more representation so for us to try to be pushed towards a Town Manager role, we are going in the other direction where the residents want more say, not less.

Chairman Day said all of us need to find a way to communicate a bit better. We put that in the goals going forward. Member Fabian said she would like other Board members to consider that residents want to be in control of their Town government. We have to acknowledge that. If it takes more time to get two (2) more members on Board, then we need to do that. The residents expect us to be more involved than Boards in other Towns. We should all be making phone calls to get

information needed. The past year has been eye-opening about how much residents are paying attention.

Member Carboni asked Mr. Sky to give his perspective on his year in review. Mr. Sky said this is the first he has seen the document and did not want to do a cold comment. Member Carboni said she isn't asking him to comment on the document. Mr. Sky said he would withhold comment. Chairman Day said some of the things Member Fabian brought up, the votes were not all unanimous at Town Meeting, but it is the temperature of the room. There are residents that did not vote and their voices should be heard. Mr. Sky said the Town deserves the form of government that it wants. Is the form of government in place what residents want? We have a strong Town Administrator Act in place, and if he didn't assume the responsibility, he is not doing the job. Perhaps the Town needs to decide the form of government they want, perhaps something different. Experience shows the need for executive authority is greater, not less with five (5) members. You could always try a different direction. In 2021, he was given the reins to make the organization run. If that is not the approach the Board is comfortable with, the Board can go in a different direction. Chairman Day said looking at the Town Administrator Act, it outlines our role versus the Town Administrator's role. Whether that is what the Town wants is up for review. He reviewed some of the parts of the Act. He is a bit more hands off, watching to see if things that are asked for are done, but you are the one with the reins. Mr. Sky said he has no issues with Board members talking with staff, but it is disruptive for him to do his job if there are conversations going on that he does not know of. It makes him less effective. Member Carboni said there was a rule on the School Committee of no surprises. She would not want to surprise the Town Administrator or staff. At this point, Mr. Sky has been able to protect this Board in that respect to get ahead of anything that would be a surprise.

New Business

There was no New Business discussed.

Old Business

Chairman Day asked about the liquor license transfer that had been voted on the last meeting. Ms. Craig-McGee said the ABCC investigator found things that needed to be revised in the application and missing information or information that did not correspond. The applicant will be withdrawing his application and will hire an attorney to fill out the application. He has purchased the property, but is not allowed to sell alcohol. Chairman Day asked if we should send a letter. Ms. Craig-McGee said that we should and tell him that he needs to remove the stock until the transfer is completed.

Correspondence

There was no Correspondence.

Adjournment

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

VOTED: To adjourn the Select Board Meeting at 8:41 PM.
Unanimous in favor.

List of documents provided at the Select Board Meeting of September 18, 2023

1. Agenda page
2. Agenda page
3. Agenda page
4. Agenda page; ABCC application for transfer of license and associated documents
5. Agenda page; Select Board Meeting Minutes of September 5, 2023
6. Agenda page; schedule for Special Town Meeting; draft articles for warrant
7. Agenda page; House bill No. 2093 with amendment; emails with Town Counsel
8. Agenda page; warrant to Animal Control Officers
9. Agenda page; memo from Director of Inspectional Services
10. Agenda page; memo from DPW Director
11. Agenda page
12. Agenda page
13. Agenda page
14. Agenda page
15. Agenda page

**TOWN OF LAKEVILLE
Select Board Meeting Minutes
October 10, 2023 – 6:00 PM**

**Lakeville Police Station Meeting Room
323 Bedford Street, Lakeville, MA**

On October 10, 2023, the Select Board held a meeting at 6:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 6:00 PM by Chairman Day. Members present were Chairman Day and Member Carboni; Member Fabian was absent. Also present were Ari Sky, Town Administrator and Tracie Craig-McGee, Executive Assistant to the Select Board and Town Administrator. LakeCAM was recording the meeting for broadcast.

Select Board Announcements

Chairman Day read the Select Board announcements.

Town Administrator Announcements

Mr. Sky read the Town Administrator Announcements.

Discuss and possible vote to approve Select Board Minutes of September 18, 2023

Member Carboni noted an amendment on page 2 to add an “e” at the end of sentence paragraph 3, sentence 16. This item was tabled until October 30, 2023.

Public hearing for transfer of Off Premises All Alcoholic Beverages Package Store license for 157 Bedford Street – Tamarack Liquors to Kantara, Inc., dba Towne Liquors

Present for the discussion was John Mooradian, Esquire, of DeMakis Law Offices, P.C. and Kirit Patel. Chairman Day read the legal notice into the record, which was published on September 28, 2023.

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

VOTED: To open the public hearing for the transfer of the Off Premises All Alcoholic Beverages Package Store license for 157 Bedford Street, Lakeville, MA.
Unanimous in favor.

Attorney Mooradian said that Kantara, Inc. has purchased the package store known as Tamarack Wine & Spirits located at 157 Bedford. Mr. Patel currently owns a package store and this is his second store. We anticipate having three (3) to four (4) employees that will be TIP certified. The operating hours will be 8:00 AM – 11:00 AM Monday through Saturday and 10:00 AM to 11:00 PM on Sundays. Mr. Patel has had no alcohol related violations.

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

VOTED: To close the public hearing for the transfer of Off Premises All Alcoholic Beverages Package Store license for 157 Bedford Street, Lakeville, MA.
Unanimous in favor.

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

VOTED: To approve the transfer of the Off Premises All Alcoholic Beverages Package Store license from Tamarack Liquors to Kantara, Inc., dba Towne Liquors.
Unanimous in favor.

Discuss and possible vote on access agreement for Free/Lake Softball to make improvements to John Paun Park

Melisa Turcotte, Chair of the Park Commission, was present for the discussion. Ms. Turcotte said in the spring of 2022, Free/Lake Softball asked for permission to rebuild Field 2 at John Paun Park and the Park Commission approved. They are ready to proceed, but the Town Administrator said we needed an agreement as they are working on public property. They are going to redo the dugouts like Field 1 and extend the backstop with nettings. Chairman Day noted the license is good until June of 2024. Ms. Turcotte said they are going to apply for the building permit since they want it done by the beginning of June.

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

VOTED: To approve the access agreement for Free/Lake Softball to make improvements to John Paun Park.
Unanimous in favor.

Discuss and possible vote on request from DPW Director for Snow Plow Contractor Rate Changes

Franklin Moniz, DPW Director, was present for the discussion. Mr. Moniz said this increase is putting the rates in line with MassDOT. The 8' plow rate is higher than MassDOT as it is more important to us. We added one (1) more hour as a bonus for paperwork submittal prior to the contractor meeting and two (2) hours for the contractor meeting. Mr. Moniz said these contractors are very important to us.

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

VOTED: To approve the request from the Department of Public Works Director for snow plow contractor rate changes.
Unanimous in favor.

Discuss and possible vote to appoint Lacey Marshall as Human Resources Director

Lacey Marshall was present for the discussion. Mr. Sky said John Viarella left his position as Human Resources Director in August and the position for advertised. We received 53 application

and interviewed 6 with 2 finalists. Mr. Sky said the interview committee consisted of the himself, the Town Clerk, Fire and Police Chiefs, DPW Director and Town Accountant. It was the group's unanimous recommendation for Ms. Marshall. Mr. Sky summarized her qualifications and experience. He is recommending that Ms. Marshall be hired with a salary of \$92,298.

Member Carboni thanked the interview committee, but she is not ready to make the appointment this evening until there is a full Board because this is such an important position for the Town. Chairman Day agreed to wait for a full Board. He asked Ms. Marshall if she wanted to speak. Ms. Marshall said she spent 24 years in the National Guard and has a Master's Degree in public administration. This opportunity is perfect as she is a Lakeville resident and would be serving her community. Mr. Sky asked the Board Members to reach out to Ms. Marshall with any questions. Chairman Day said this would be tabled until the next meeting on October 30th.

Discuss and possible vote on the Warrant for the November 13, 2023 Special Town Meeting

Marc Resnick, Town Planner, was present for the discussion. Chairman Day said the Board received the slightly edited version of the warrant from Town Counsel. Mr. Sky said the most significant edits were to the Fire Alarm By-law. Member Carboni asked about the Planning Board Hearings. Marc Resnick, Town Planner, said they are scheduled for October 12, 2023. Member Carboni said the Planning Board Hearings are a chance for residents to hear the reasoning for the changes and is more in depth than what we do at warrant review. Chairman Day said he would like to see some kind of visual aids before Town Meeting. Mr. Sky said they will be ready for warrant review. Mr. Resnick said he can provide short explanations and some pictures of different types of subdivisions. Chairman Day said the warrant will be read on October 30th at warrant review. Member Carboni said any article sponsor should attend warrant review.

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

VOTED: To approve the warrant as presented with Town Counsel changes as provided for the November 13, 2023 Special Town Meeting.
Unanimous in favor.

Chairman Day noted that there were minor changes to the warrant in the packet compared to the warrant posted in the Board's packet.

Discuss and possible vote to approve and sign the Bond Anticipation Note for the second borrowing for the Assawompset Elementary School window project

Erika Correia, Treasurer/Collector, was present for the discussion. Mr. Sky noted that there are four (4) windows left to be replaced and they have started work on the doors. They cannot do the doors on night shift so they are doing them on the weekends, but the weather has been rainy. The contractor stated they will be done by the target date. Ms. Correia noted this has a 5% interest rate with and \$11,220 premium.

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

VOTED: To adopt the vote prepared by bond counsel in connection with the sale and approval of the Town's October Bond Anticipation Notes.
Unanimous in favor.

Discuss and possible vote to approve Public Way License Application for Charles River Wheelers for the Cranberry Ride on October 15, 2023

Chairman Day said the fee has been collected and all responses received.

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

VOTED: To approve the Public Way License for the Charles River Wheelers for the Cranberry Ride on October 15, 2023 at 8:00 AM.
Unanimous in favor.

Discuss and possible vote to approve Public Way License Application for Mullein Hill Christian Academy for Veterans 5k on November 4, 2023

Chairman Day said the fee has been collected and all responses received. He asked about any past problems. Member Carboni said they changed their route slightly this year.

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

VOTED: To approve the Public Way License for Mullein Hill Christian Academy for the Veterans 5K on November 4, 2023 between 8:00 AM and 12:00 PM.
Unanimous in favor.

Discuss and possible vote in regards to notice from Massachusetts State Lottery Commission regarding Keno License for Joe and Chloe Gas – 33 Bedford Street

Chairman Day said the owner of 33 Bedford Street has applied for a Keno License. If we have no objection, no action is needed. The Board had no objections to the application.

Discuss and possible vote on request of Girgis Automotive Services to revise the name on their Class II Auto Sales License

Chairman Day noted there is a minor change to the business name to make it the same as the business license.

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

VOTED: To approve the change of name on Class II Auto Sales License for Girgis Automotive Services, dba Sha-Nic Auto to match their business certificate.
Unanimous in favor.

Discuss and possible vote to approve request to connect to Taunton Water – 35 Myricks Street

Chairman Day said the Board has received an application to connect to Taunton Water for three (3) houses at 35 Myricks Street. The Planning Board has approved this subdivision. He noted that Ms. Craig-McGee revised the gallonage number after speaking with the applicant.

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

VOTED: To approve the request to connect to Taunton Water for the property located at 35 Myricks Street with a 1,320-gallon daily usage.
Unanimous in favor.

Discuss and possible vote to approve request for one-day Beer and Wine License for Harper Lane Brewery for Elliot Farm Fall Festival on October 14, 2023

Chairman Day said all documents have been received. Member Carboni noted the hours are the same as last year.

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

VOTED: To approve the one-day Special Beer and Wine License for Harper Lane Brewery for Elliot Farm Fall Festival on October 14, 2023 from 12:00 PM to 7:00 PM.
Unanimous in favor.

Discuss and possible vote to revise the special one-day liquor license for Decanted, Inc. for the rescheduled Angers Conway Farm Event on October 14, 2023

Chairman Day said this request is to change the date on the special one-day liquor license as the event was rescheduled due to weather.

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

VOTED: To approve the change of date for the one-day Special Beer and Wine License for Decanted Inc. for the rescheduled Angers Conway Farm Festival scheduled for October 14, 2023.
Unanimous in favor.

Discuss and possible vote on request from the Council on Aging to appoint Rosemary Duclos as Alternate Member on the Council on Aging Board of Directors

Chairman Day said we have a letter from the Council on Aging Board requesting Rosemary Duclos to be appointed as an Alternate Member to the Council on Aging.

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

VOTED: To appoint Rosemary Duclos as Alternate Member on the Council on Aging Board of Directors until July 31, 2024.
Unanimous in favor.

Revisit discussion on Town Hall operating hours

Member Carboni said we walked away without a clear directive on what the next steps should be. She would like to table this until maybe October 30th to do some research on what we have done in the past and work with the Town Administrator on a solution to present to the Board review as the Select Board is the authority to decide the Town Hall operating house. This item was tabled to a future meeting.

Building Committee Updates:

Senior Center Feasibility Study

Mr. Sky said that the next meeting is October 18th. There will be further refinement of the schematic design.

Fire Station Building Committee

Member Carboni said they reviewed the submittals for the architect design firm and identified the top three (3) and are meeting on October 18th to interview the three (3) firms. Hopefully we will have a vote that night to bring a recommendation back to the Select Board for approval. We will also be meeting with the Park Commission on October 19th to discuss the feasibility study results regarding the site location recommendation. There were three (3) locations on the Parks land that were identified, so it is important that the Park Commission needs to be part of the conversation moving forward. Chairman Day said he understood that the Committee had engaged Natural Heritage. Mr. Sky said some preliminary work has been done on the identified sites.

Old Colony Feasibility Study

Chairman Day said the Committee met last week and the next phase is a Request for Services (RFS) for the project. They are looking for comments or questions by tomorrow. The publication of the RFS is November 8th and they will put an estimated cost of \$110 to \$120 million depending on the scope. That could be leaving the project as is; adding a few programs like HVAC and plumbing, or add more. SBA has said the district can be anywhere from 560 – 800 plus students to determine what is the right size for the school. He asked if that was the final number, including things not reimbursed by the State. The RFS contains questions from other vocational schools that have gone through this. Mr. Sky said the effective reimbursement will be about 40%. Chairman Day said they are pushing to get the program to realize that vocational schools are different.

New Business

Chairman Day said the Open Space Committee has requested SRPEDD hours to help finish up the Open Space Plan, so we will put this on the October 30th meeting. Mr. Sky said 20 hours will not be enough to finish the Plan. Member Carboni said we need to determine if the 20 hours will bring the plan to a point of being approved or if additional hours are needed. She would like to get this finished. This is an important plan. It might be worth having a brief meeting on where we are now, and what is needed to finish it and the time frame. Chairman Day said we could do a remote meeting. Mr. Sky asked if the Board wanted to meet with the whole Open Space Committee.

Member Carboni said to ask Amy Knox what she would like to do. Chairman Day said they should come with a proposal to look at. Perhaps Ms. Knox and the Town Planner can prepare this.

Old Business

There was no Old Business discussed.

Correspondence

1. Letters from the Lakeville Arts Council regarding 2023 Arts & Music Festival
2. Letter from Comcast regarding Programming Advisory
3. Letter from Comcast regarding Video on Demand Name Change

Adjournment

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

VOTED: To adjourn the Select Board Meeting at 6:59 PM.
Unanimous in favor.

List of documents provided at the Select Board Meeting of October 10, 2023

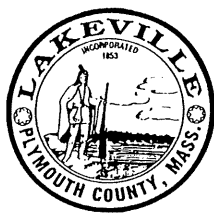
1. Agenda page
2. Agenda page; Town Administrator announcements
3. Agenda page Select Board Minutes of September 18, 2023
4. Agenda page; ABCC application for transfer of license and associated documents
5. Agenda page; Select Board Meeting Minutes of September 5, 2023
6. Agenda page; memo from DPW Director; proposed rate changes
7. Agenda page; memo from Town Administrator; resume of candidate
8. Agenda page; warrant for Special Town Meeting; draft warrant with Town Counsel revisions
9. Agenda page; memo from Treasurer/Tax Collector
10. Agenda page; email from Park Commission with request form; Public Way Use Application
11. Agenda page; Public Way Use Application
12. Agenda page; letter from Massachusetts State Lottery
13. Agenda page; email from David Girgis
14. Agenda page; Taunton Water Connection application; email from Planning Board Clerk
15. Agenda page; application for one-day special beer and wine liquor license
16. Agenda page; email from Decanted, Inc. requesting date change for one-day special beer and wine license
17. Agenda page; letter from Council on Aging Board of Directors; interest form from candidate
18. Agenda page
19. Agenda page
20. Agenda page
21. Agenda page
22. Agenda page; letters from Lakeville Arts Council; letters from Comcast

**AGENDA ITEM #4
OCTOBER 30, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPOINT LACEY
MARSHALL AS HUMAN RESOURCES DIRECTOR**

This item was tabled from the October 10th meeting.

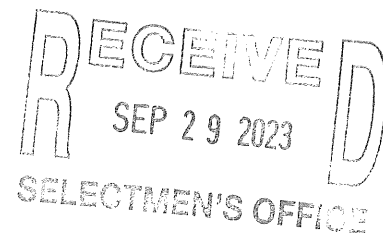
Attached is a memo from the Town Administrator and Lacey Marshall's resume.



TOWN OF LAKEVILLE

Town Administrator's Office

346 Bedford Street
Lakeville, MA 02347
(508) 946-8803



October 3, 2023

TO: Select Board
FROM: Ari J. Sky, Town Administrator
SUBJECT: Human Resources Director Recruitment

The Human Resources Director was widely advertised on municipal job listing and placement sites, social media and on the Town's website. The Town received 53 applications and selected six for interviews, of whom two subsequently withdrew.

Interviews were held beginning the week of September 11th. The interview panel consisted of Town Clerk Lillian Drane, Fire Chief Michael O'Brien, Police Chief Matthew Perkins, Public Works Director Franklin Moniz, Town Accountant Todd Hassett and me. I am pleased to inform you that the panel unanimously recommended Lacey Marshall (resume and cover letter attached) for the position.

Lacey has been with the Massachusetts Army National Guard, working most recently as the organization's Human Resource Manager. Her overall experience consists of 17 years in personnel management and she holds a Master's degree in Public Administration. I respectfully request that the Town approve Lacey's hiring at the budgeted salary of \$92,298.

Thank you for your consideration. Please do not hesitate to let me know if you have any questions or would like to discuss this position.

Attachments

Lacey Marshall

Lakeville, MA 02347

lacymarshallss2b5_hny@indeedemail.com

+1 508 558 2184

Human Resource Manager with 15+ experience in leading and directing the routine functions of the Human Resources (HR) department including hiring and interviewing staff, administering pay, benefits, and leave, and enforcing company policies and practices. Proficient in Microsoft MS Office, Oracle, and Peoplesoft.

Authorized to work in the US for any employer

Work Experience

Human Resource Manager

Massachusetts Army National Guard - Randolph, MA

February 2022 to July 2023

- Develop and publish policies and programs concerning current and potential employee trends using analytical data.
- Provide departmental oversight on hiring, assignments, separations, and force management to ensure compliance with statutes, executive orders, and existing policies that sustain personnel readiness.
- Supervise, lead, mentor, and develop staff using a diverse teamwork approach.
- Brief key leadership on current trends, policies, and regulatory guidance concerning all HR staffing matters.
- Manage the talent acquisition process, including recruitment, interviewing, and hiring of qualified job applicants.
- Collaborate with departmental managers to understand the skills and competencies required for position openings.

Human Resource Manager

Massachusetts Army National Guard - Buzzards Bay, MA

September 2019 to February 2022

- Monitor and manage the full spectrum of HR for the organization including personnel benefits, strength management, medical, employee evaluations, promotions, payroll, and leave procedures.
- Manage organizational change to implement new HR programs, systems, policies, and record management to streamline processes more effectively.
- Partners with the leadership team to understand and execute the organization's human resource and talent strategy particularly as it relates to current and future talent needs, recruiting, retention, and succession planning.
- Supervise, lead, and mentor a diverse team.

Human Resources Specialist

Massachusetts Army National Guard - Wellesley, MA

March 2015 to September 2019

- Manage access, proper usage, data accuracy, and problem resolution of HR information systems.

- Query and analyze HR information systems and converted data to actionable information for presentation to HR professionals and leadership at all levels.
- Design standard operating procedures to implement cohesive personnel action management.
- Provide support and guidance to HR generalists, management, and other staff when complex, specialized, and sensitive questions and issues arise.

Human Resource Specialist

Massachusetts Army National Guard - Randolph, MA
September 2010 to March 2015

- Maintain compliance with federal, state, and local employment laws and regulations, and recommended best practices; review policies and practices to maintain compliance.
- Maintain knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law.

Senior Human Resource Generalist

Massachusetts Army National Guard - Wellesley, MA
September 2006 to September 2010

- Prepare and managed personnel actions. Interpreted and briefed peers and leadership on most current HR systems to streamline processes.
- Oversee personnel accountability and readiness during the transition of organizational overhaul.

Education

Master's degree in Public Administration

Post University Waterbury - Waterbury, CT
October 2020 to October 2022

Skills

- Human Resources Management
- Records Management
- Recruiting
- Benefits Administration
- Office Management
- Payroll

Certifications and Licenses

Secret Clearance

**AGENDA ITEM #5
OCTOBER 30, 2023**

**PUBLIC HEARING FOR TRANSFER OF OFF PREMISES
WINE & MALT PACKAGE STORE LICENSE FOR 33
BEDFORD STREET FROM GULF RESOURCES, INC., DBA
JOE'S GAS TO JOE & CHLOE GAS, INC. DBA JOE'S GAS**

Notes:

Joe and Chloe, Gas, Inc., dba Joe's Gas is applying for a transfer of the Off Premises Wine and Malt Package Store License for the property located at 157 Bedford Street. Attached is their transfer license application.

Procedure for the transfer is as follows:

Read legal notice published in the paper;

Motion to open the hearing;

Ask if anyone will be testifying and swear them in;

Explain procedure of the hearing (i.e. speaker needs to be recognized by chairman before speaking; all comments are to be addressed to the chairman).

Ask applicant to speak to application. Ask if anyone else has any testimony or questions

Close the hearing

Select Board Members to hold discussion

Select Board Members to make a motion on their decision

If the board approves of the transfer, the motion would be:

To approve the transfer of the Off Premises Wine and Malt Package Store License from Gulf Resources Inc. to Joe and Chloe Gas, Inc., dba Joe's Gas.



**TOWN OF LAKEVILLE
SELECT BOARD**

Pursuant to Chapter 138 of the General Laws, the Lakeville Select Board, acting as the Licensing Board, will conduct a public hearing at 6:15 PM on Monday, October 30, 2023 on the application of Joe & Chloe Gas, Inc., dba Joe's Gas, for a transfer of the wine and malt beverages package store license for the property located at 33 Bedford Street, Lakeville, Massachusetts.

Said hearing will be held in the Rita A. Garbitt Community Meeting Room at the Lakeville Police Station located at 323 Bedford Street, Lakeville, Massachusetts.

Brian Day, Chairman
Evagelia Fabian
Lorraine Carboni
Lakeville Select Board

Monetary Transmittal Form & ABCC Payment Confirmation



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM
 APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- New License
- Transfer of License
- Change of Manager
- Change of Officers/
Directors/LLC Managers
- Change of Location
- Alteration of Licensed Premises
- Change Corporate Name
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Change of Class (i.e. Annual / Seasonal)
- Change of License Type (i.e. club / restaurant)
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Issuance/Transfer of Stock/New Stockholder
- Other
- Change Corporate Structure (i.e. Corp / LLC)
- Pledge of Collateral (i.e. License/Stock)
- Management/Operating Agreement
- Change of Hours
- Change of DBA

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

Transaction Processed Successfully		
INVOICE #: 7e1dc469-7cd2-43a1-9a51-d0cf1e86f908		
Description	Applicant License or Registration Number	Amount
FILING FEES-RETAIL	00020-PK-0584	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 7/24/2023 7:39:56 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
00020-PK-0584

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Gilbert

Last Name:
Issa

Address:
33 Bedford st

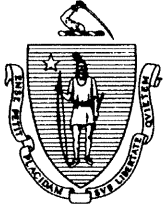
City:
Lakeville

State:
MA

Zip Code:
02347

Email Address:
Gilbertissa@yahoo.com

**Application for a Transfer of License
with Applicant's Statement**



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(§12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Transfer of a Wine and Malt Beverages Package Store License (ABCC# 00020-PK-0584) from Gulf Resources, Inc. to Joe & Chloe Gas, Inc. d/b/a Joe's Gas and to be exercised at the premises located at 33 Bedford Street, Lakeville, Massachusetts 02347.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	§15 Package Store	Wines and Malt Beverages	Annual

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number	<input type="text" value="00020-PK-0584"/>	FEIN	<input type="text" value="93-1633038"/>
Entity Name	<input type="text" value="Joe & Chloe Gas, Inc."/>		
DBA	<input type="text" value="Joe's Gas"/>	Manager of Record	<input type="text" value="Gilbert Issa"/>
Street Address	<input type="text" value="33 Bedford Street, Lakeville, Massachusetts 02347"/>		
Phone	<input type="text" value="781-504-3207"/>	Email	<input type="text" value="gilbertissa@yahoo.com"/>
Add'l Phone	<input type="text"/>	Website	<input type="text"/>

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

40' x 60' one story wood frame building on the westerly side of Bedford Street (Route 18) approximately one mile south of Middleboro rotary. Cement floor, no basement, one entrance/exit door facing Bedford Street. Alcoholic Beverages stored in a 6' x 20' cooler on the north side of the building.

Total Sq. Footage	<input type="text" value="2,400"/>	Seating Capacity	<input type="text" value="0"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="2"/>
Occupancy Number	<input type="text"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Gulf Resources, Inc.	By what means is the license being transferred?	Purchase
------------------------	----------------------	---	----------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
John Carrigg	President & Director	50%
Richard Carrigg	Treasurer, Secretary, Vice president & Director	50%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Gilbert J. Issa	3 Charlesgate Road, Walpole, MA 02081	. S4-320.	08/16/1977
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President, Treasurer, Secretary, & Director	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
 Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
 State of Incorporation Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name Landlord Phone Landlord Email
 Landlord Address
 Lease Beginning Date Rent per Month
 Lease Ending Date Rent per Year
 Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name: Phone:
 Title: Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	\$250,000.00
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	\$250,000.00

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs)."

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Gilbert Issa	\$250,000.00
Total	\$250,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

The entire purchase price of \$250,000.00 is derived from the personal account of Gilbert Issa.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
01/05/2007	Present	Vice President & Director	Quick Express, Inc.	Elia Bourji

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

APPLICANT'S STATEMENT

I, GILBERT ISSA the: sole proprietor; partner; corporate principal; LLC/LLP manager

Authorized Signatory

of JOE & CHLOE GAS INC

Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 07/25/2023

Title: OWNER

Corporate Vote

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name
duly voted to apply to the Licensing Authority of and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input style="width: 150px;" type="text"/> | <input type="checkbox"/> Change of DBA | |

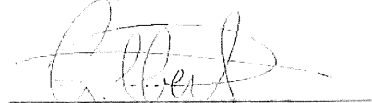
"VOTED: To authorize
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

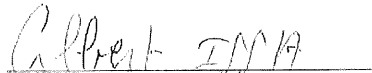
"VOTED: To appoint
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer / LLC Manager Signature



(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature



(Print Name)

ABCC CORI Request Form

Proof of Citizenship for Manager of Record

Business Entity Summary and Articles of Organization

Secretary of the Commonwealth of Massachusetts
William Francis Galvin

Business Entity Summary

ID Number: 001660519

[Request certificate](#)

[New search](#)

Summary for: JOE & CHLOE GAS, INC.

The exact name of the Domestic Profit Corporation: JOE & CHLOE GAS, INC.			
Entity type: Domestic Profit Corporation			
Identification Number: 001660519			
Date of Organization in Massachusetts: 05-28-2023		Date of Revival:	
Last date certain:			
Current Fiscal Month/Day: 12/31			
The location of the Principal Office:			
Address: 33 BEDFORD ST.			
City or town, State, Zip code, LAKEVILLE, MA 02347 USA			
Country:			
The name and address of the Registered Agent:			
Name: GILBERT J. ISSA			
Address: 3 CHARLES GATE RD.			
City or town, State, Zip code, WALPOLE, MA 02081 USA			
Country:			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	
PRESIDENT	GILBERT J. ISSA	3 CHARLES GATE RD. WALPOLE, MA 02081 USA	
TREASURER	GILBERT J. ISSA	3 CHARLES GATE RD. WALPOLE, MA 02081 USA	
SECRETARY	GILBERT J. ISSA	3 CHARLES GATE RD. WALPOLE, MA 02081 USA	
DIRECTOR	GILBERT J. ISSA	3 CHARLES GATE RD. WALPOLE, MA 02081 USA	
Business entity stock is publicly traded: <input type="checkbox"/>			
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:			
Class of Stock	Par value per share	Total Authorized	Total issued and outstanding

	No. of shares	Total par value	No. of shares
CNP	\$0	20,000	\$0 100

Consent **Confidential Data** **Merger Allowed** **Manufacturing**

View filings for this business entity:

ALL FILINGS
Annual Report
Application For Revival
Articles of Amendment
Articles of Charter Surrender
Articles of Consolidation, Reorganization, or Merger

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Comments or notes associated with this business entity:

[New search](#)



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001660519

ARTICLE I

The exact name of the corporation is:

JOE & CHLOE GAS, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

1-TO CONDUCT THE BUSINESS OF FILING AND SERVICE STATION WHICH BUSINESS SHALL INCLUDE THE DEALING OF GASOLINE AND ALL OTHER PETROLEUM PRODUCTS; ALL KINDS OF OILS AND PRODUCTS USED FOR MOTOR FUEL OR LUBRICATION; ALL MANNER OF ACCESSORIES AND APPLIANCES TO BE USED ON MOTOR VEHICLES OF EVERY DESCRIPTION; AND STORING OF MOTOR VEHICLES, AND IN THE FURTHERANCE OF SUCH BUSINESS TO ESTABLISH OFFICES IN ANY CITY, COUNTY, TOWN, STATE OR COUNTRY, AND ALL SUCH LAWFUL THINGS IN AND ABOUT THE CONDUCT OF SUCH BUSINESS AS ARE USUAL AND NECESSARY IN SUCH ENTERPRISE. 2- TO PURCHASE , SELL, LEASE, MAKE REPAIRS TO AND STORE AUTOMOBILES, THEIR PARTS AND ACCESSORIES, AND BUY, SELL, OWN LEASE AND OPERATE GARAGES, SERVICE STATIONS 3-TO OWN AND OPERATE CONVENIENCE STORE AND SELL FOOD, MILK PRODUCTS TO DO ALL THINGS INCIDENTAL THERETO. 4- TO CARRY ON ANY OTHER BUSINESS OR ACTIVITY WHICH MAY BE LAWFULLY CARRIED ON BY A CORPORATION ORGANIZED UNDER THE BUSINESS CORPORATION LAW OF THE COMMONWEALTH OF MASSACHUSETTS, WHETHER OR NOT RELATED TO THESE REFERRED TO IN THE FOREGOING PARAGRA

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	20,000	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NONE

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

1-TO CONDUCT THE BUSINESS OF FILING AND SERVICE STATION WHICH BUSINESS SHALL INCLUDE THE DEALING OF GASOLINE AND ALL OTHER PETROLEUM PRODUCTS; ALL KINDS OF OILS AND PRODUCTS USED FOR MOTOR FUEL OR LUBRICATION; ALL MANNER OF ACCESSORIES AND APPLIANCES TO BE USED ON MOTOR VEHICLES OF EVERY DESCRIPTION; AND STORING OF MOTOR VEHICLES, AND IN THE FURTHERANCE OF SUCH BUSINESS TO ESTABLISH OFFICES IN ANY CITY, COUNTY, TOWN, STATE OR COUNTRY, AND ALL SUCH LAWFUL THINGS IN AND ABOUT THE CONDUCT OF SUCH BUSINESS AS ARE USUAL AND NECESSARY IN SUCH ENTERPRISE

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: GILBERT J ISSA
No. and Street: 3 CHGARLESGATE ROAD
City or Town: WALPOLE State: MA Zip: 02081 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	GILBERT J ISSA MA	3 CHGARLESGATE ROAD

TREASURER	GILBERT J ISSA MA	WALPOLE, MA 02081 USA 3 CHGARLESGATE ROAD WALPOLE, MA 02081 USA
SECRETARY	GILBERT J ISSA MA	3 CHGARLESGATE ROAD WALPOLE, MA 02081 USA
DIRECTOR	GILBERT J ISSA MA	3 CHGARLESGATE ROAD WALPOLE, MA 02081 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

GASOLINE STATION & CONEVENIENCE STORE

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 33 BEDFORD ST
City or Town: LAKEVILE State: MA Zip: 02347 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 3 CHGARLESGATE ROAD
3 CHGARLESGATE ROAD
City or Town: WALPOLE State: MA Zip: 02081 Country: USA

which is

its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 28 Day of May, 2023 at 1:47:08 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

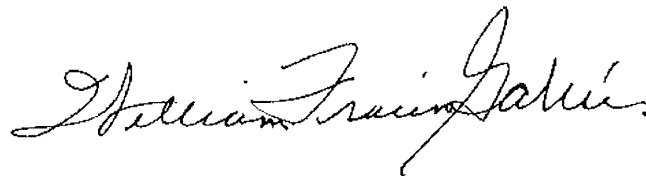
GILBERT J ISSA

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

May 28, 2023 01:39 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Asset Purchase & Sale Agreement

IN

**ASSET PURCHASE AND SALE AGREEMENT
33 Bedford Street Lakeville MA**

Agreement made as of this 16 day of May, 2023, by and between Gulf Resources, Inc., a Massachusetts corporation with a principal place of business at 275 Martine Street, Suite 10, Fall River MA 02723 ("Seller") and Alpha Realty Holdings, LLC of 280 Ayer Road, Harvard, MA 01451 or nominee ("Buyer").

WHEREAS, the Seller represents and warrants that it is the owner and by its agents, servants or employees the operator of a gasoline and convenience store business located at 33 Bedford Street, Lakeville MA (the "Business"), and

WHEREAS, the Seller desires to sell and the Buyer desires to purchase and acquire certain assets of the Business as set forth in Exhibit A-1, subject to the Exclusions listed in Exhibit A-2, excluding any and all inventory (hereinafter collectively called the "Assets").

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

ARTICLE 1
SELLER'S COVENANTS

The Seller covenants and agrees:

1.1 To assign, transfer and deliver the Assets to the Buyer, at the time set for the passing of all papers and the consummation of the transaction contemplated hereby (hereinafter the "Closing"). Title to the Assets to be transferred hereunder shall be a good clear and marketable title, free and clear of all liens, security interests, debts, claims, and other encumbrances unless otherwise set forth herein. The transfer shall be evidenced by a Bill of Sale as set forth in Exhibit B hereto. The Assets shall, at the Closing, be delivered "as is" and "where is".

1.2 To deliver to the Buyer at the Closing a Certificate executed by the Secretary of the Seller certifying that (i) Seller is a corporation duly organized and validly existing under the laws of the Commonwealth of Massachusetts; (ii) meetings of the stockholders and directors of the Seller have been duly called and held, at which meetings authorization was voted for the sale contemplated in this Agreement; and (iii) the President and/or Treasurer of the Seller or other signatory was duly authorized to execute and deliver this Agreement, the Bill of Sale, Assignments, and any and all other documents and instruments reasonably required by the Buyer or its attorney to effectuate and carry out the intent of this Agreement.

1.3 To furnish the Buyer at the time of the Closing, a Certificate of Good Standing issued by the Massachusetts Secretary of State and an Excise Tax Lien Waiver from the Massachusetts Department of Revenue as to the Assets.

DPH

1.4 That at the Closing, the Seller will deliver to the Buyer, assignments of all warranties, leases, and service agreements and any and all other agreements, to the extent assignable, if any, relating to the Assets.

1.5 At the Closing, the Seller shall deliver to the Buyer the following:

- a. The Bill of Sale, Assignments and all other documents, instruments, and agreements referred to in this Agreement.
- b. An assignment of the Seller's beer and wine sales license.
- c. Secretary's certificates and such certificates from public officials relating to legal existence and corporate good standing, charter or organizational documents of the Seller.
- d. Such discharges, termination statements, releases and the like with respect to the Assets as the Buyer may reasonably request in conformity with local conveyancing practice.

ARTICLE 2
SELLER'S REPRESENTATIONS

Seller hereby states, to the best of Seller's information and belief, the following representations:

2.1 It is the owner of and has good clear and marketable title to all of the Assets, free from all encumbrances, except for such liens, debts, security interests, and other encumbrances which will be released in connection with the Closing (individually and collectively the "Liens").

2.2 It has paid or will pay in full to the time of Closing all withholding, sales, social security, unemployment insurance and all other taxes, assessments and charges due and owing to the city, state and federal governments and all appropriate governmental authorities.

2.3. Seller is a corporation duly organized, validly existing and in good standing under the laws of Commonwealth of Massachusetts and has all requisite corporate power and authority to own and operate its properties and to carry on its businesses as was formerly being conducted. Seller has duly filed any and all corporate certificates and reports required to be filed to date under the laws of the jurisdiction of its incorporation. This Agreement and all instruments and agreements delivered in connection herewith now and at Closing and therewith are the valid and binding obligations of the Seller, enforceable against each of them in accordance with their respective terms.

2.4 Bankruptcy. Neither Seller nor its owners, (i) is in receivership or dissolution, (ii) has made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature, (iii) has been adjudicated a bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the Federal bankruptcy law or any other similar law or statute of the United States or any jurisdiction and no such petition has been filed against Seller or any of its general partner(s), if any, or (iv) to the best of its knowledge, none of the foregoing are pending or threatened.

2.5 Liens. No lien, other than a lien for excise taxes not yet due and payable, encumbers or affects title to the Property. There is no claim, action, litigation, arbitration or other proceeding pending or, to the best of Seller's knowledge, threatened against Seller which relates to the Property or the transactions contemplated hereby or which could result in the imposition of a lien against the Property or an action against Purchaser. If Seller receives notice of any such claim, litigation or proceeding prior to the Closing, Seller shall promptly notify Purchaser of the same in writing.

2.6 Binding Commitments. Seller has not made and will not make any commitments or representations to the applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity that would in any manner be binding upon Purchaser or the Property. To the best of Seller's knowledge, no such commitments or representations were made by any of Seller's predecessors-in-interest.

2.7 Pending Actions. There is no action, proceeding (zoning, environmental or otherwise), governmental investigation or litigation pending or, to the best of Seller's knowledge, threatened against the Property or Seller, which could, in any manner, adversely affect the transactions contemplated in this Agreement or adversely affect the Property after Closing, nor, to the best of Seller's knowledge, is there any basis for any such action, proceeding, investigation or litigation.

2.8 Condemnation. There are no existing, pending, or, to the best of Seller's knowledge, threatened condemnation, incorporation, annexation or moratorium proceedings affecting the Property (or any portion thereof).

2.9 Notice or Knowledge of Violation. Seller has not received any written notices from any federal, state, county or municipal agency or authority claiming a material violation or breach of any laws, ordinances, orders, regulations or guidelines affecting the Property, which breach or violation has not been cured by Seller and Seller is not aware of any such violations.

2.10 Insurance. Seller has not received any written notices from any insurance company claiming any violation of the terms of any insurance policy, or requiring any changes or alterations to the Property as a condition to continuing coverage under any insurance policy or denying insurance coverage for any reason.

2.11 Payment of Taxes and Utilities. Seller is not delinquent in the payment of any tax (sales or otherwise) bills, utility bills or bills or invoices actually received from any vendor or contractor providing goods or services to the Property, or otherwise arising out of the ownership, operation and/or maintenance of the Property. Seller has timely filed all tax returns and paid all withholdings to the MA Department of Revenue and IRS.

2.12 Contracts: Leases. There are no leases, commitments, contracts, licenses, options or other agreements of any kind affecting or relating to the Property except as set forth below and there are no defaults by either party under any of said contracts

Fuel Supply Contract

EPH

2.14 True and Complete Copies. To the best of Seller's knowledge, (a) unless expressly stated otherwise, all documents delivered by Seller or its agents to the Purchaser pursuant to or in connection with this Agreement are true, complete and correct copies or originals; and (b) to the best of Seller's knowledge, none of the information contained therein is materially inaccurate.

2.15 FIRPTA. Seller is not a "foreign person" as that term is used in Section 1445(f)(3) of the United States Internal Revenue Code of 1986, as amended.

2.16 There are no judgments, litigation, actions, liens, hearings, claims (including without limitation workmen's compensation and employee claims) or proceedings outstanding, ongoing, pending or threatened against the Seller, the Business or the Assets or instituted by the Seller in any court, venue or jurisdiction now or at the time of the Closing.

ARTICLE 3 BUYER'S COVENANTS

The Buyer covenants and agrees:

3.1 To pay as consideration to the Seller for the Assets a total purchase price of \$250,000 in the following manner:

\$	0	As a deposit upon the execution of this Agreement
\$	250,000	Additionally at the time of Closing in cash or by bank or certified check(s) or wire (subject to mutual verification of the parties).

Allocation of purchase price: The parties agree that \$5,000 shall be allocated to FFE and \$245,000 shall be allocated to goodwill of the business.

3.2. That Buyer is an experienced owner and operator of gasoline and convenience store businesses, has inspected the assets and the property to Buyer's satisfaction and the Buyer agrees to and shall accept the assets at closing in "as is" and "where is" condition.

ARTICLE 4 THE CLOSING

4.1 The Closing shall take place on or before noon the business day 60 calendar days after this agreement is signed by both parties ~~(or the next business day thereafter)~~; at the offices of Buyer's attorney. Time is of the essence of this Agreement. Buyer may waive any condition to the Closing in writing.

4.2 Any deposit made hereunder shall be held in escrow by Seller's attorney, Jeffrey M. Lovely in an IOLTA account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

4.3 In the event that (i) the Buyer fails to close as herein required and (ii) the Buyer is not otherwise excused by the provisions of this Agreement, the Buyer shall forfeit its deposit to the Seller as liquidated damages, which shall constitute the Seller's sole remedy at law and equity.

ARTICLE 5
OTHER MATTERS

5.1 The Seller and Buyer agree that they and each of them will do all things, execute and deliver to the other all other papers and documents and do all acts which may now or hereafter be necessary, as reasonably determined by Buyer or Buyer's counsel, to effectuate the intent and purpose of this entire Agreement. Each party shall bear its own cost of professional services.

5.2 Buyer does not assume and is not hereby deemed to assume any liabilities, employee obligations, taxes, contracts, expenses, claims, accounts payable or indebtedness of the Seller of any nature whatsoever, whether absolute, contingent, accrued or otherwise.

5.3 All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, or sent via facsimile, or e-mail, or delivered addressed as follows:

If to BUYER: Philip Lombardo, Esq.
41 North Road, Suite 203
Bedford, MA 01730
Fax: 781-538-6831
Email: plombardo@pclombardolaw.com

and

If to SELLER: Jeffrey M. Lovely, Esquire
6 Railroad Ave.
P.O. Box 510
Foxborough, MA 02035
Telephone: 508-698-3000
Fax: 508-543-0798
E-mail: lovelylaw3000@gmail.com and pcarrigg@bristolpacific.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

5.4 Any form of gender includes all genders, and forms of the singular or the plural include the other, when and where applicable. This Agreement and all other provisions hereof shall be

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binding upon and inure to the benefit of all the parties hereto, their heirs, executors, legal representatives, successors and assigns.

5.5 This Agreement executed in duplicate, is to take effect as a Massachusetts contract, and as a sealed instrument and sets forth the entire contract between the parties and may be modified only by a written agreement executed by the parties hereto. No provision hereof shall be deemed waived unless waived in writing by the party affected. Nothing contained herein shall confer any rights or benefits to any entity or persons who are not expressly a party hereto. Captions are for convenience only and do not affect the intent of the provisions hereof. This Agreement is the result of a combined effort of the parties and shall not be construed more severely against one of the parties than the other. The invalidity of any provision hereof shall not affect the remaining portions of such provisions hereof or of this Agreement.

5.6 Except as expressly set forth herein, Seller makes no warranty or representation that the Premises comply with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, buildings, environmental, health or fire or any involving the maintenance, operation or condition of the Premises. Buyer has assumed the responsibility and holds Seller harmless as to the suitability of the Premises for Buyer's occupancy.

5.7 Buyer and Seller mutually warrant and represent to each other that neither has dealt with a broker or salesperson in connection with this transaction, and that neither was directed to the other by any such agent or broker, and each agrees to indemnify and hold the other harmless against all costs, damages, expenses or liability, including attorneys fees, incurred by the other arising out of or resulting from breach of this warranty or failure of this representation. The provisions of this paragraph shall survive delivery of the deed.

5.8 In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including faxed and/or emailed and/or electronic and/or original signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein.

5.9 This Agreement supersedes any other prior agreement of the parties concerning the transaction contemplated hereby with any such prior agreements becoming null and void upon the execution of this Agreement. This Agreement henceforth represents the complete and full agreement of the parties hereto, except as the agreement may be modified or altered by a written agreement signed by all the parties hereto.

5.10 In addition to the purchase price set forth in Section 3.1 of this Agreement, the Buyer shall pay all of the gasoline and convenience store inventory at the Seller's cost. The purchase price of gasoline inventory shall be the in-ground cost per gallon for each product multiplied by the number of gallons thereon. The value of the convenience store inventory shall be based on

Seller's cost. The gasoline and convenience store inventory shall be paid by the Buyer by bank or certified check on the date of closing or South Coast Development LLC check.

5.11 Adjustments shall be made at the time of the closing for the following; license fees, rent, security deposits, utility deposits, and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business.

5.12 The parties agree that the purchase price to be paid by the Buyer pursuant to the terms of this Agreement shall be allocated to equipment and goodwill as set forth in Paragraph 3.1 .

5.13 All information and materials provided by Seller to Buyer shall be kept confidential by Buyer, except Buyer may disclose such information to its accountants, attorneys, appraisers, representatives, and prospective lenders.

5.14 Conditions of Closing In addition to other conditions identified in this Agreement, Buyer's obligations to complete the transactions contemplated by this Agreement are subject to the following conditions:

(a) that Buyer has received all approvals necessary to operate the business as a gasoline station and convenience store, including without limitation the transfer of Seller's tobacco license (provided however, if the beer/wine license has not transferred, the closing shall take place nonetheless, with the Buyer not to sell beer and wine until the licenses are transferred and Seller shall continue to cooperate with Buyer following the closing as to said transfer). If buyer, having exercised reasonable due diligence to obtain a transfer of Seller's tobacco license or a new tobacco license prior to the Closing Date, Buyer may extend the closing date for up to 14 calendar days as necessary to obtain said permit. If Buyer has not obtained the tobacco permit within such extended period, Buyer shall proceed to Closing.

(b) The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate, on and as of the date hereof and the Date of Closing as if the same were made on and as of such date.

(c) There shall not have been filed by or against Seller at any time prior to or on the Date of Closing any bankruptcy, reorganization, assignment for the benefit of creditors or receiver petition.

(d) Seller shall have performed each and every obligation and covenant of Seller to be performed hereunder.

(e) The Property shall be in the same condition that it was in on the day the Agreement was signed, normal wear and tear excepted, and Seller shall have operated and maintained the Property in accordance with commercially reasonable standards, made all repairs and/or replacements in connection therewith, and all costs and expenses related thereto shall have been paid in full.

(f) Seller shall not have entered into any new Contracts or Leases or amended, modified, supplemented or terminated any of the Assumed Contracts, without the prior written consent of Purchaser.

(g) Seller shall have complied with all laws, rules, regulations, ordinances, judgments, statutes or orders relating to the ownership, operation and maintenance of the Property, and Seller shall not have taken any action, or omitted to take any required action, which could give rise to a violation of any of same and shall have kept all requisite Approvals in full force and effect and shall have taken all requisite action necessary to transfer or assign the Approvals to Purchaser upon Closing.

(h) Seller and Buyer and/or their related parties shall have simultaneously closed on the Purchase and Sale Agreement for 33 Bedford executed of even date herewith between Hathaway Holdings, LLC as Seller and Alpha Realty Holdings, LLC of 280 Ayer Road, Harvard, MA 01451 or nominee as Buyer.

Without limiting the applicability of any other provisions of this Agreement, in the event the condition in the foregoing paragraph is not fulfilled on or before the date set for closing, Buyer may terminate this Agreement, and all sums deposited hereunder shall be retained by Buyer in accordance with the provisions of this Agreement.

5.15 The Closing pursuant to this Agreement is expressly conditioned on simultaneously closing on the Purchase and Sale Agreement for the Premises and on the closing of the business and real estate located at 380 Hathaway Road, New Bedford MA pursuant to a purchase and sale and an asset purchase agreement by and between the parties and/or related parties executed of even date.

5.15 Attached hereto and incorporated herein this Agreement is: Exhibit "A-1" - List of Assets. Exhibit A-2, List of Excluded Assets and Exhibit B Bill of Sale.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Seller:

Gulf Resources, Inc.

By: David C. Thomas

Buyer:

By: D.P. [Signature]

EXHIBIT "A-1"
LIST OF ASSETS

33 Bedford

1. All business equipment, fixtures, and supplies at 380 Hathaway (except Excluded Property) and all right, title and interest in and to all such property of Seller including coolers, freezers, ovens, shelving, gondolas, cash registers, dispensers, tanks and associated piping, ice machines.
2. Seller's goodwill with regard to the operation of the business at the 33 Bedford location only.
3. Warranties. All rights and remedies, if any, under express or implied warranties from the providers of goods or services to the extent conveyable or assignable under applicable law (the "Warranty Rights");
4. Certain Other Intangibles. All telephone, facsimile and cell phone equipment, hardware and existing telephone, toll-free, facsimile and cell phone numbers, e-mail addresses (if any), internet domain names (if any) and all other rights and remedies, including rights of recovery.
5. Transfer of contract for ATM
6. Beer and wine license transfer
7. Transfer of operating permits (tobacco, common victualer, etc.)
8. Fuel Inventory and convenience store inventory (to be paid separately)

EXHIBIT A-2 LIST OF EXCLUDED ASSETS
33 Bedford

Excluded Assets. Notwithstanding anything in this Agreement to the contrary, but without limiting or intending to limit in any way the Buyer's rights and remedies under this Agreement or otherwise, and subject to the other terms, provisions and conditions of this Agreement, the Assets shall exclude, and the Buyer shall not acquire, the following assets, properties and rights of the Seller (collectively, the "Excluded Assets"):

1. This Agreement. All interest in and rights of the Seller under this Agreement;
2. Office computer and peripherals.
3. All personal information, passwords and the like used by Seller.
4. Books and Records: All plans, studies, reports, books, records, files, ledgers, documents, correspondence and other written, illustrated, graphic, audio/visual, computerized or other materials with respect or related to the other Assets or the Business,
5. Remaining Cash. Those funds held as of the Closing in cash on hand and in the checking and other depository accounts in the name of the Seller;
6. Funds held in corporate accounts;
7. Accounts receivable for services provided on or before the Closing Date;
8. Personal items such as pictures, decorations, desk knickknacks, and the like;
9. Vehicles, if any, owned by the Seller;
10. Shares of stock or membership interest in the Seller and/or in Bedford Holdings, LLC;
11. Goodwill, assets, shares of stock or membership interest in Gulf Resources, Inc.'s other locations and other businesses,
12. Deli fryolator
13. Convenience Store Inventory and gasoline inventory to be paid separately at time of closing.

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EXHIBIT B – FORM OF BILL OF SALE

BILL OF SALE

Gulf Resources, Inc. a Massachusetts corporation (“Seller”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to _____ (“Buyer”), all of Seller’s right, title and interest in and to the personal property owned and used by Seller in connection with Seller’s business operation at the of 33 Bedford Street, Lakeville MA (the “Real Estate”) including the equipment and items referred to in Exhibit A-1 attached hereto (the “**Personal Property**”) which includes the following: (i) mechanical systems, fixtures and equipment owned by Seller and comprising a part; (ii) maintenance supplies, equipment and tools, if any, and used exclusively in connection with, and located in or on, the Property; and (iii) signs situated on or at the Real Estate; (iii) the Seller’s beer and wine license in connection with its operation at the Real Estate; (iv) any leases, contracts, and agreements related to Seller’s operation at the Real Estate..

Seller grants, bargains, sells, transfers and delivers the Personal Property in its “AS IS” condition, WITH ALL FAULTS, IF ANY, and makes no representations or warranties, direct or indirect, oral or written, express or implied, as to title, encumbrances and liens, merchantability, condition or fitness for a particular purpose or any other warranty of any kind, all of which representations and warranties are expressly hereby disclaimed and denied.

Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

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AGREEMENT OF ASSIGNMENT AND ASSUMPTION

Definitions:

ASSIGNOR: Alpha Realty Holdings, LLC ("Assignor") of 280 Ayer Road, Harvard, MA 01451

SELLER: Bedford Holdings, LLC (as to the PSA defined below) and Gulf Resources, Inc. (as to the Asset Agreement defined below) (collectively, "Seller")

PROPERTY: The land and buildings located at 33 Bedford Street, Lakeville, MA (the "Property")

BUSINESS: The gasoline station and convenience store business currently operating on the Property (the "Business")

ASSIGNEE: GILBERT ISA of 33 BEDFORD, LLC

RE: 1. Commercial Real Estate Purchase and Sale Agreement between Original Buyer and Bedford Holdings, LLC dated as of May 16, 2023 ("PSA")

2. Asset Purchase Agreement between Original Buyer and Gulf Resources, Inc. dated May 16, 2023 ("Asset Agreement")

The PSA and the Asset Agreement are sometimes collectively referred to as the "Agreements".

Agreement:

In consideration of the promises and payments made hereunder and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows with respect to the Property and Business, as defined above:

1. The Assignor hereby agrees to assign, sell, convey, and set over and transfers all its right, title and interest in the above referenced PSA and Asset Agreement to the above referenced Assignee, and Assignee hereby agrees to accept such assignment and assume and agree to perform all of Assignor's duties and obligations arising under the said Agreements, under the terms and conditions of this Agreement.
2. Upon execution of this Agreement, the Assignee shall pay to the Assignor the sum of \$250,000 as a deposit toward the purchase price of the Property and the Business

Assignor Initials: DPH

ASSIGNMENT AGREEMENT

Assignee Initials: [Signature]

Should Assignee fail to perform its obligations hereunder or under either of the Agreements, the Assignor shall retain the \$250,000 deposit as liquidated damages.

If and when the closing under the Agreements occurs, the Assignee shall be permitted to apply the deposits under the Agreements paid by Assignor to the purchase price and Assignor shall retain the \$250,000 deposit paid hereunder and promptly thereafter, the

Assignor shall return to Assignee any portion of the due diligence deposit remaining. In the event that Assignor has expended more than \$20,000, Assignee shall reimburse Assignor for same following the closing. Assignor shall provide invoices to Assignee as to said expenditures.

3. The Assignee shall use diligent efforts to close under the Agreements. Should the Assignee not be able to perform its obligations under the Agreements, this Assignment shall be null and void and the Agreements shall immediately be deemed re-assigned to the Assignor. The Assignee shall demonstrate to the Assignor, not less than seven (7) days prior to the closing under the Agreements that it has the funds available to close the transaction.
4. Upon execution of this Agreement, the Assignee shall pay to Assignor the sum of \$20,000 as a down-payment on Assignor's due diligence costs related to investigations of the Property and Business, including title search, records searches, engineering, 21E investigation and the like (including attorney's fees, engineers and other professionals) and, if applicable, costs related to permitting. Assignor will share any due diligence material receive from the Seller and shall share the results of such investigations with Assignee upon receipt of same. Any sums remaining from said deposit shall be remitted to Assignee at the closing. In the event the Assignor incurs costs in excess of said deposit, Assignee shall remit the same to Assignor promptly following any request therefore.

The Assignee shall have until 25 days from the date of the Agreements to raise any objections to title, environmental or other due diligence matters, failing which, the Assignee shall be deemed to be satisfied with the Property and the Business and this contingency shall be deemed waived.

The Assignee shall not share or disclose any information provided to it with or to anyone other than those persons necessary to facilitate a closing, including attorneys and bank personnel. The Assignee shall have no communications with Seller; all communications, questions, and requests for information to the Seller shall be through the Assignor.

Assignor Initials: DP

ASSIGNMENT AGREEMENT

Assignee Initials: AW

5. In connection with the assignment of the Asset Agreement, the Assignee shall immediately apply for a transfer of all permits and licenses related to the Business, including a beer and wine license. The consummation of the Agreement is dependent upon such licenses being transferred, except as to the beer and wine license which may occur following the closing. The Assignee will exercise all due diligence in pursuing said license transfers. If, after receiving said license and permit transfers, the Assignee defaults hereunder, the Assignee shall immediately assign said permits to the Assignor and Assignee hereby appoints Assignor as its attorney-in-fact to execute and deliver in its name all applications, documents and instruments required to effectuate the same.
6. Assignee shall not record this Agreement, the Agreements or any notice of any of them with any Registry of Deeds or governmental agency nor shall Assignee disclose to any parties the terms of this Agreement.
7. This Agreement is executed under seal as of the date set forth below and may be signed in counterpart originals or electronic, pdf or other format.

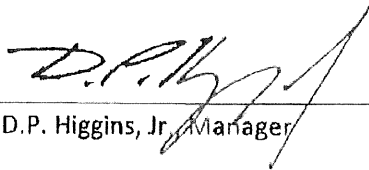
Assignor Initials: DPH

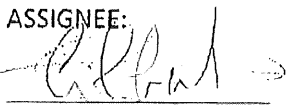
ASSIGNMENT AGREEMENT

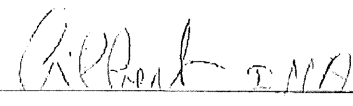
Assignee Initials: R

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement of Assignment and Assumption as of the ___ day of May, 2023

ASSIGNOR:
Alpha Realty Holdings, LLC

By: 
D.P. Higgins, Jr. Manager

ASSIGNEE:


By: 

Assignor Initials: DPH

ASSIGNMENT AGREEMENT

Assignee Initials: K

ASSIGNMENT OF PURCHASE & SALE AGREEMENT

In consideration of One (\$1.00) Dollar, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Gilbert J. Issa**, an individual with an address at 3 Charlesgate Road, Walpole, Massachusetts 02081 ("Assignor"), hereby assigns to **Joe & Chloe Gas, Inc.**, a Massachusetts corporation with a principal office of 33 Bedford Street, Lakeville, Massachusetts 02347 ("Assignee"), all of Assignor's rights, title, and interest in, under, and to that certain Asset Purchase and Sale Agreement dated May 16, 2023, by and between Gulf Resources, Inc., as Seller, and Alpha Realty Holdings, LLC or its nominee, as Buyer.

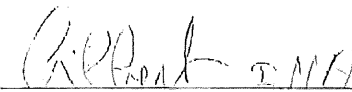
WHEREAS, Gulf Resources, Inc., as Seller, and Alpha Realty Holdings, LLC or its nominee, as Buyer, did enter into that certain Asset Purchase and Sale Agreement dated May 16, 2023.

WHEREAS, subsequently, Alpha Realty Holdings, LLC, as Assignor, and Gilbert Issa, as Assignee, did enter into that Certain Agreement of Assignment and Assumption of that certain Asset Purchase and Sale Agreement dated May 16, 2023.

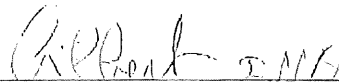
WHEREAS, Gilbert J. Issa and Joe & Chloe Gas, Inc., for good and valuable consideration, now desire to enter into this Assignment of Purchase & Sale Agreement, whereby Assignor hereby assigns to Joe & Chloe Gas, Inc. all of Assignor's rights, title, and interest in, under, and to that certain Asset Purchase and Sale Agreement dated May 16, 2023, by and between Gulf Resources, Inc., as Seller, and Alpha Realty Holdings, LLC or its nominee, as Buyer.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment under seal as of the 4th day of October 2023.

ASSIGNOR:
GILBERT J. ISSA

By: 

ASSIGNEE:
JOE & CHLOE GAS, INC.

By: 
Gilbert J. Issa
Its: President
Duly Authorized

Supporting Financial Records – Bank Statements

Lease Agreement

COMMERCIAL LEASE AGREEMENT

This Lease Agreement made the 27 day of July, 2023, by and between:

Lessor: 33 Bedford Row #11 [name of lessor], of 33 Bedford St. Lakeville [mailing address] hereinafter referred to as "Lessor", and MA - 02347

Lessee: Jill & Chloe Guzar [name of lessee], of 33 Bedford St. Lakeville MA [mailing address] hereinafter referred to as "Lessee", and collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee the following described 2400 square feet (SF) of C-Store [type of space] located at 33 Bedford St. Lakeville MA 02347 [street address], State of MASS.

Additional Description: _____

Hereinafter known as the "Premises".

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Gas Station / C-Store /

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be for a period of 15 year(s) — month(s) commencing on the 15th day of August, 2023 and expiring at Midnight on the 31 day of July, 2038. ("Initial Term")

4. **BASE RENT:** The net monthly payment shall be \$15,000.00 dollars (\$ 15,000.00), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 15th day of each month. Said net monthly payment is-hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

5. **OPTION TO RENEW:** (check one)

- Lessee may not renew the Lease.

- Lessee may have the right to renew the Lease with a total of 9 renewal period(s) with each term being 5 year(s) — month(s) which may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of the Lease or renewal period.

Rent for each option period shall: (check one)

- Not increase.

- Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

- Increase by ____%

- Increase by _____ dollars (\$_____)

6. **EXPENSES:** [Check and Initial next to selection)

- **GROSS.** Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Lessee is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Lessee's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Lessor including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Lessee will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Lessor as an "also named insured", and shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease.

- **MODIFIED GROSS.** Tenant's Initials W Landlord's Initials CA

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Lessee shall be obligated to pay the following monthly expenses:

utilities / R.I. TAX / Insurance / ect.

Lessor shall pay the following monthly expenses:

- **TRIPLE NET (NNN)**. Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

- I. Operating Expenses. The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- II. Taxes. Lessee shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Lessee, at Lessor's option, shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.
- III. Insurance. Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than _____ dollars (\$ _____) for injury to or _____ dollars (\$ _____) death of persons and _____ dollars (\$ _____) for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.

7. **SECURITY DEPOSIT:** In addition to the above, a deposit in the amount of _____ dollars (\$ _____), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

8. **LEASEHOLD IMPROVEMENTS:** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment, except the following

_____.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

9. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

10. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly

remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

11. **INSURANCE:** In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

12. **SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

13. **DAMAGE TO LEASED PREMISES:** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the

event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

14. **DEFAULT AND POSSESSION:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than _____ days after due date shall accrue a payment penalty of one of the following: (check one)

- Interest at a rate of _____ percent (____%) per annum on a daily basis until the amount is paid in full.

- Late fee of _____ dollars (\$ _____) per day until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

15. **INDEMNIFICATION:** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control

of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

16. **BANKRUPTCY - INSOLVENCY:** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

17. **SUBORDINATION AND ATTORNMENT:** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

18. **MISCELLANEOUS TERMS:**

- I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

- II. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the _____ [Municipality]. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- IV. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- V. Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

19. **ESTOPPEL CERTIFICATE:** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

20. **HOLDOVER:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

21. **WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

22. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Massachusetts.

23. **NOTICES:** Payments and notices shall be addressed to the following:

Lessor

33 Bedford Realty LLC
33 Bedford St.
Lakewood - MA - 02347

Lessee

Joe Chilose GM Inc.
33 Bedford St.
Lakewood - MA - 02347

24. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

25. **BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 27 day of July, 2017.

Lessee's Signature

[Signature]

Printed Name

Joe Chilose IMA

Lessor's Signature

[Signature]

Printed Name

Joe Chilose IMA

LESSOR'S ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Massachusetts
Bristol County, ss.

On this 27th day of July, 2023, before me appeared Gilbert Issa, as LESSOR of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Teresa Figueira
Notary Public
My commission expires: 12-06-2024

LESSEE'S ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Massachusetts
Bristol County, ss.

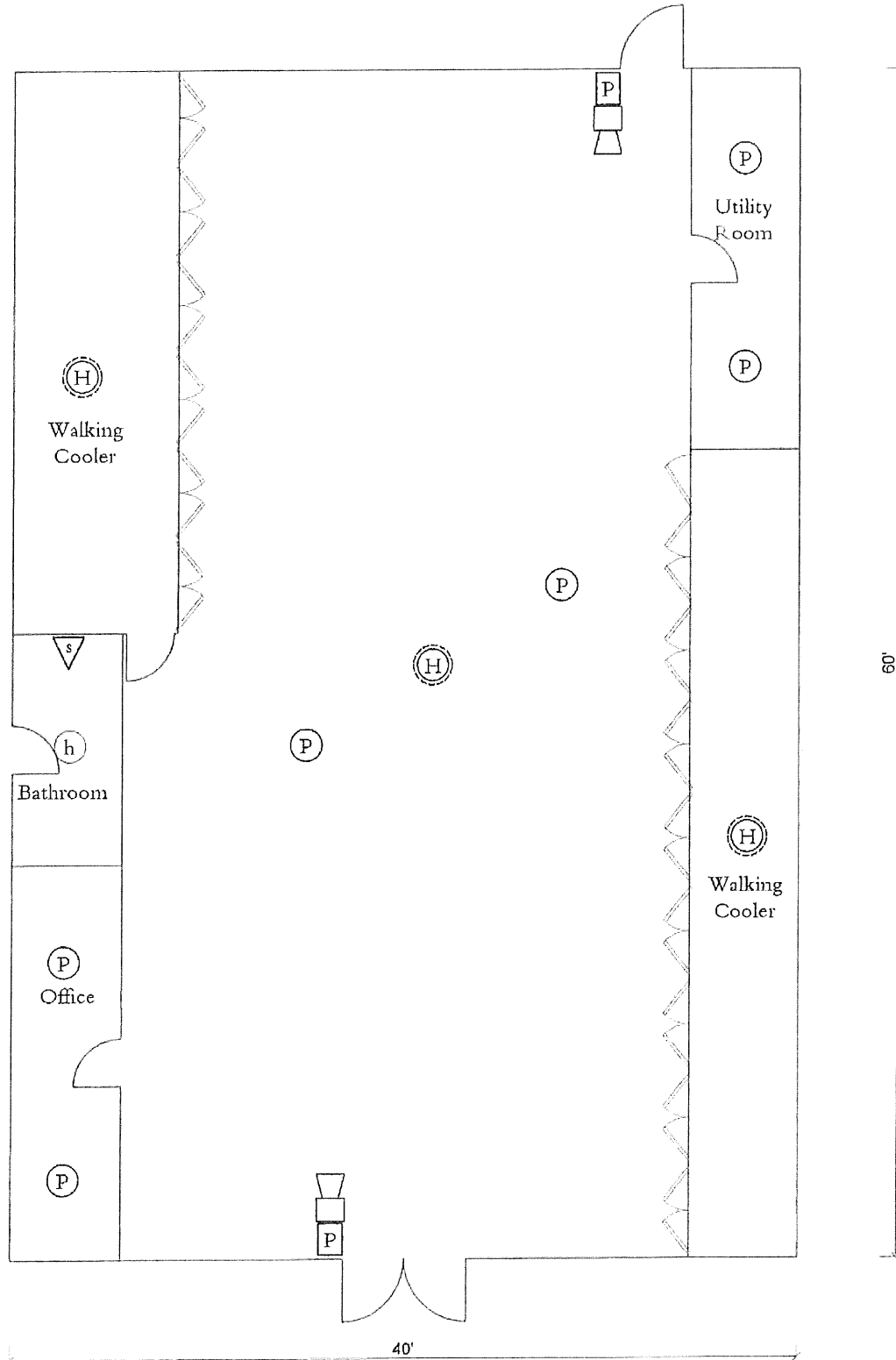
On this 27th day of July, 2023, before me appeared _____, as LESSEE of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Teresa Figueira
Notary Public
My commission expires: 12-06-2024



Floor Plan

JOE'S Gas RT18
33 Bedford Street
Lake ville -MA-02347



**Department of Revenue Certificate
of Good Standing**



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0832547616
Notice Date: October 4, 2023
Case ID: 0-002-187-761



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GULF RESOURCES INC
275 MARTINE ST
FALL RIVER MA 02723-1516

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GULF RESOURCES INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

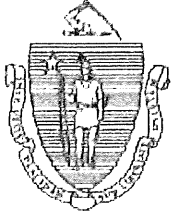
Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

**Department of Unemployment
Assistance Certificate of Compliance**



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Maura Healey
GOVERNOR
Kim Driscoll
LT. GOVERNOR



429944780

Lauren E. Jones
SECRETARY
Katie Dishnica
DIRECTOR

GULF RESOURCES INC LD SVC
275 MARTINE STREET
FALL RIVER, MA 02723

EAN: 82554100
July 05, 2023

Certificate Id:72070

The Department of Unemployment Assistance certifies that as of 7/5/2023 ,GULF RESOURCES INC LD SVC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Katie Dishnica, Director

Department of Unemployment Assistance

**AGENDA ITEM #6
OCTOBER 10, 2023**

**MEET WITH FINANCE COMMITTEE AND TOWN
MODERATOR FOR WARRANT REVIEW FOR SPECIAL
TOWN MEETING ON NOVEMBER 13, 2023**

Attached is the warrant for the Special Town Meeting; the motions summary page; background information sheet on the individual articles; and handouts for Town Meeting on Articles #5 and #8.

COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

Special Town Meeting

Monday, November 13, 2023

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 AUDITORIUM
100 HOWLAND ROAD, LAKEVILLE, MA**

On Monday, November 13, 2023 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 \$452.46 from Park Retained Earnings to pay for the following unpaid bill from the prior fiscal year; or take any other action in relation thereto.

Unpaid Bill No.	Department	Vendor	Amount	Purpose
1	Parks	Hi-Viz & Workgear	\$452.46	Staff T-Shirts
	Total		\$452.46	

Proposed by Select Board

ARTICLE 2: To see if the Town will vote to raise and appropriate from taxation the sum of \$69,770 to supplement the appropriations stated below that were previously voted in Article 1 of the May 8, 2023 Annual Town Meeting for the Fiscal Year beginning July 1, 2023 for various Town Departments; or take any other action in relation thereto.

Line No.	Department	Budget Line Item	Amount	Purpose
1	Select Board	Salaries	\$2,250	Compensation (4 th , 5 th member)
2	Select Board	Expenses	6,220	Expanded Board Startup Costs
7	Assessors	Salaries	13,800	Increased Staff Hours

34	Fire	Salaries	40,000	Emergency Overtime
72	Risk Management	Expenses	7,500	Premium Increases
		TOTAL	\$69,770	

Proposed by Select Board

ARTICLE 3: To see if the Town will vote to transfer from Free Cash the sum of \$171,500.00 and \$30,000 from Solid Waste Retained Earnings for the capital projects stated below anything incidental or related thereto; or take any other action in relation thereto.

Line	Department	Item	Amount
1	Facilities	Betty's Neck improvements	\$70,000.00
2	Facilities	Town Hall Security	30,000.00
3	Police	Boat Motor replacement	19,000.00
4	Public Works	MS-4 Permit engineering	52,500.00
5	Transfer Station	Brush/Tree Removal	30,000.00
		TOTAL	\$201,500.00

Proposed by Select Board

ARTICLE 4: To see if the Town will vote to transfer from Free Cash the sum of \$2,150,000 for the purpose of adding to the Debt Service/Capital Projects Stabilization Fund pursuant to the provisions of M.G.L. Chapter 40, Section 5B, or take any action relative thereto.

Proposed by Select Board

ARTICLE 5: To see if the Town will vote to transfer from available funds in the Community Preservation Fund the following amounts for projects as recommended by the Community Preservation Committee, with each item to be considered a separate appropriation:

Line	Department	Project	Amount	Funding Source
1	Cemetery Commission	Gravestone Repairs	\$ 10,000	Reserve for Historic Resources
2	Historic Commission	Historic Town House Roof Replacement	30,000	\$12,106.62 Reserve for Historic Resources \$17,893.38 Undesignated Fund Balance
3	Park Commission	Jon Paun Park - Engineering and Architectural Plans for Improvements	25,000	\$22,106.62 Reserve for Open Space \$2,893.38 Undesignated Fund Balance
		TOTAL	\$ 65,000	

or take any other action relative thereto.

Proposed by Community Preservation Committee

ARTICLE 6: To see if the Town will vote to amend Chapter II of the Town's General Bylaws, Town Meetings (Chapter 74 in the Town Code voted at the May 8, 2023 Annual Town Meeting), to change the date of the annual Town Meeting to the second Monday in June and to change the date for submission of warrant articles for the annual Town Meeting to the second Monday of April, as shown below, with additions in **bold** and deletions in ~~striketrough~~, said change to take effect for the 2024 Annual Town Meeting, and further that the Town Clerk be permitted to make nonsubstantive changes to the numbering of this bylaw in order that it be in compliance with the numbering format of the Code of Lakeville (as voted at the May 8, 2023 Annual Town Meeting) when said Code takes effect, tor take any other action relative thereto.

TOWN MEETINGS

Section 2: All business of the *Annual Town Meeting*, except the election of said officers and determination of such matters as are required by law to be elected or determined by ballot, shall be considered at an adjournment of such meeting, to be held on the second Monday of **June** at 7:00 p.m.

Section 4: Any article shall be received for insertion in the annual warrant by the Select Board up to 4:00 p.m. on the second Monday of ~~March~~ **April**.

Proposed by Select Board

ARTICLE 7: To see if the Town will vote to amend the Lakeville General By-Laws by adding the following new section Fire Alarm System By-Law, to provide as follows and further that the Town Clerk be permitted to assign such numbering and make nonsubstantive changes to the format of this bylaw in order that it be in compliance with the numbering format in the version of the Town Bylaws currently in effect and/or in the Code of Lakeville (as voted at the May 8, 2023 Annual Town Meeting) when said Code takes effect:

Definitions.

The following definitions shall apply to this bylaw:

BURN-IN-PERIOD — A period of time when a newly installed or modified alarm system is placed in service. System faults and malfunctions are commonly identified and corrected during this time.

COMBINATION SYSTEM — An alarm system that provides different monitoring functions such as fire, intrusion, and mechanical functions.

FIRE ALARM SYSTEM — A system or portion of a combination system that consists of components and circuits arranged to monitor and annunciate the status of fire alarm or supervisory signal-initiating devices and to initiate the appropriate response to those signals, capable of transmitting a fire alarm signal to the emergency response officials via telephone or radio.

FIRE ALARM SYSTEM MALFUNCTION — The transmittal of a fire alarm to the Lakeville Fire Department via the telephone or radio, which alarm is caused by a malfunction. For the purposes of this bylaw, a "malfunction" is defined as the failure of a fire alarm system to operate in the normal or usual manner due to improper installation or maintenance and/or mechanical defect(s) in the system, resulting in the transmittal of a needless alarm signal to the Lakeville Fire Department.

FIRE ALARM SYSTEM OWNER — An individual or entity who or which owns the title to and/or has on their property or its business a fire alarm system equipped to send a fire alarm signal to the Lakeville Fire Department. Excluded from this definition are single-family residential properties, two-family residential properties, municipal, county, state and federal properties.

HALF-YEAR PERIOD — January 1 through June 30 or July 1 through December 31, as the case may be, of any calendar year.

MALICIOUSLY INDUCED ALARM — The intentional activation of a Fire Alarm System

without knowledge of fire or other emergency warranting an emergency response.

RADIO MASTER BOX OWNER — An individual or entity who or which has on their property or its business a fire alarm system equipped to send a fire alarm signal directly to Lakeville emergency response officials via a master box.

Administrative rules.

The Fire Chief may promulgate such rules as may be necessary for the implementation of this bylaw.

Connection of fire alarm systems to Fire Department via radio master box.

- A. Before the fire alarm system is connected to the Lakeville Fire Department, the master box owner shall provide the Fire Chief or their designee with the following information:
- (1) The name, address, and home and work telephone numbers of the master box owner;
 - (2) The street address where the radio master box is located;
 - (3) The names, addresses and telephone numbers of the persons or businesses protected by the fire alarm system connected to the radio master box; and
 - (4) The names, addresses and home and work telephone numbers of at least two persons other than the owner who can be contacted 24 hours a day, who are authorized by the master box owner to respond to an alarm signal and who have access to the premises in which the radio master is located.
- B. If at passage of this bylaw a fire alarm radio system has already been connected to the Lakeville Fire Department via a master box, the master box owner shall comply with the requirements of this section. Any master box owner found to be not in compliance with this section shall become compliant within 30 days of receipt of written notice of a citation for non-compliance. If a master box owner fails to comply with this section, they shall be punished by a fine of \$50 for each day of noncompliance.

Connection of station operating companies to Fire Department.

- A. Before the central station operating company is connected with the Lakeville Fire Department, it shall provide the Fire Chief or their designee with the following information:
- (1) The name, address and telephone numbers of the central station operating company;
 - (2) The name, addresses and telephone numbers of the persons or businesses protected by the fire alarm system connected by the central station operating company;
 - (3) A copy of the central station operating company's certification from a nationally recognized listing company as a central station operating company;

- (4) The names, addresses, and home and work telephone numbers of at least two persons who can be contacted 24 hours a day, who are authorized by the central station operating company to respond to an alarm signal and who have access to the premises from which the alarm signal is emitting to the central station operating company; and
 - (5) The name, address, home and work telephone numbers, and the location of the premises of each customer of the central station operating company who has a fire alarm system equipped to send a fire alarm signal to the central station operating company.
- B. If at the passage of this bylaw a central station operating company already has a direct connection to the Lakeville Fire Department, the operating company shall comply with the requirements of this section. Any operating company found to be not in compliance with this section shall become compliant within 30 days of receipt of written notice of a citation for non-compliance.
- C. If a central station operating company fails to comply with this section, the Fire Chief or their designee may assess a fine of \$50 for each day of noncompliance.

Updating information.

Every radio master box owner and every central station operating company shall be responsible for updating the information herein required to be provided to the Fire Chief or their designee. If the information provided changes, the radio master box owner and the central station operating company shall provide the Fire Chief or their designee information within 30 days. If a radio master box owner or a central station operating company fails to comply with this section, the Fire Chief or their designee shall assess a fine of \$50 for each day of noncompliance.

Testing of equipment.

No alarm system designed to transmit emergency messages directly to the Fire Department via radio master box shall be worked on, tested or demonstrated without obtaining permission from the Fire Department. Permission is not required to test or demonstrate alarm devices not transmitting emergency messages directly to the Fire Department. An unauthorized test shall constitute a false alarm.

Burn-in period.

A burn-in period of 30 days from final inspection will be granted, during which time no fines will be assessed.

Enforcement.

The Fire Chief Shall be the enforcement authority under this Bylaw and any regulations

promulgated hereunder.

Violations and penalties.

- A. Upon receipt of three or more false alarms within a six-month period from multifamily residential or from commercial/industrial properties, the Fire Chief or their designee may assess a fine pursuant to MGL c. 40, § 21D, against the fire alarm system owner.
- B. The following acts and omissions shall constitute violations of this bylaw punishable by the fines as herein provided:
 - (1) An alarm user whose alarm system transmits or otherwise causes more than three false alarms in a six-month period shall be assessed a fine according to the following schedule:
 - (a) Fourth false alarm: \$100.
 - (b) Fifth false alarm: \$150.
 - (c) Sixth false alarm: \$200.
 - (d) Seventh false alarm: \$250.
 - (e) Eighth and any subsequent false alarms: \$300.
 - (2) An alarm user who fails to comply with any of the requirements of this bylaw relative to the testing of equipment shall be punished by a fine of \$300.

Severability.

If any clause, sentence, paragraph, or part of this bylaw or the application thereof to any persons or circumstances shall for any reason be adjudged by a court to be invalid, such judgment shall not affect, impair or invalidate the remainder and the application thereof to other persons or circumstances, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall be rendered, and to the person or circumstances involved.

or take any other action relative thereto.

Proposed by the Fire Chief

ARTICLE 8: To see if the Town will vote to amend the Town of Lakeville Zoning By-Laws by adding the following new Section, Open Space Residential Development, as shown below, and further to authorize the Town Clerk to assign such numbering and to make nonsubstantive changes to the format of this bylaw in order that it be in compliance with the numbering format of the version of the Zoning Bylaws currently in effect and/or the Code of Lakeville (as voted at the May 8, 2023 Annual Town Meeting) when said Code takes effect:

Open Space Residential Development

A. Purpose

- (1) To promote the most harmonious use of the land's natural features, resources and topography, which will promote the general health and safety of the public,
- (2) To discourage sprawled development, minimize environmental disruption, and provide a shorter network of streets and utilities which will promote a more efficient distribution of services; and
- (3) To encourage the permanent preservation of open space, agricultural land, forestry land, wildlife habitat, other natural resources including aquifers, water bodies and wetlands, and historical and archaeological resources.

B. Special Permit Required.

Open space residential development may be authorized, only by a special permit as granted by the Planning Board. The Board may approve, with conditions, or deny an application for an OSRD after assessing whether the OSRD better promotes the intent of this By-Law than a conventional subdivision.

C. Pre-Application Meeting.

A pre-application meeting is required to be held at any regular meeting of the Planning Board. Concept plans for the traditional subdivision and open space plan shall be submitted for discussion. The Board shall invite representatives from the Conservation Commission and the Board of Health to attend. The intent of such meeting is to allow the Town the opportunity to discuss with the applicant and review each proposal prior to the special permit process. After the pre-application review, an applicant may then proceed to the preliminary plan review process.

D. Development Requirements

- (1) The minimum lot size of the development parcel shall be 20 acres.
- (2) The development shall be served by at least one of the following types of utilities: a municipal water supply, a privately-owned public water supply, a Wastewater Treatment Plant or a shared septic system. Approval for the desired

system shall be obtained from the licensing/permitting authority prior to the issuance of the OSRD Special Permit.

- (3) Land area required for the Zone 1 of a public water supply and the land area required for the septic field and reserve area of a WWTP or shared septic system and the required buffer, as well as, any associated buildings shall be excluded from land area calculations. These areas shall be owned and maintained by a homeowners' association.

E. Dimensional and Design Requirements.

- (1) The number of building lots for the Open Space Residential Development may not exceed the number of building lots that may be approved on the property as permitted by Board of Health and Conservation Commission regulations, existing zoning, and a conventional subdivision per the Town of Lakeville Rules and Regulations of the Planning Board Governing the Subdivision of Land ("Subdivision Regulations").
- (2) Lots may be reduced in size to a minimum of 30,000 square feet of contiguous upland area. The general location of septic systems and wells shall be shown on the plans to ensure proper distances can be maintained to protect public health. The Health Department shall provide guidance to the Board on the proper location of these utilities.
- (3) Lots approved under this section do not have to comply with the requirements of Article V Intensity Regulations and instead shall comply with the requirements found in this Section.
- (4) All lots and structures shall comply with the following dimensional requirements:

Frontage: 75 feet *
Front yard setback: 25 feet
Side yard setback: 20 feet
Rear yard setback: 25 feet

Maximum Height of buildings
Number of Stories 2.5
Height 35 Feet

Lot Coverage 40%

Towers are not permitted.

Lots with on-site septic systems shall be limited to one bedroom per 10,000 sq. ft. of land area.

* The Board may allow 20% of the lots to have the frontage reduced to 50 feet.

- (5) The width of each lot shall not be reduced to less than the required frontage from the street to building site on each lot.
- (6) All accessory structures and uses shall comply with the requirements of Article V of these bylaws unless otherwise provided for herein.
- (7) Strong emphasis shall be placed upon preserving and integrating the existing topography, natural features (such as rock outcrops, specimen trees and clumps of trees) and man-made features such as stonewalls into the plan.
- (8) Existing/proposed screening, distances between the OSRD and existing abutters and topography shall all be considered. The intent is to minimize impacts on existing abutters.
- (9) When determined necessary by the Board, screening and buffering shall be required. It may consist of landscaped berms, evergreen plantings, solid walls or fences complemented by suitable plantings, "no cut" provisions (for existing vegetation), or a combination of these items. The location of the screening/buffering and species type(s) of vegetation shall be noted on the definitive plan.

F. Dedicated Open Space

- (1) A minimum of 50% of the upland area of the parcel shall become dedicated open space as described below. The Planning Board may reduce this figure to a minimum of 40% if it determines there are unique circumstances (re: shape of parcel, topography, wetlands, etc.) that would individually or together preclude the construction of the OSRD or that the open space to be provided is of exceptional value to the Townspeople. Roadway layouts shall be excluded from the open space land area calculations.
- (2) Uses for open space: The open space may be used for wildlife habitat and conservation and may also be used for the following additional purposes or a combination of these uses to the extent allowed by this By-Law: historic preservation, outdoor education, passive recreation, aquifer protection, stormwater management, agriculture, horticulture, forestry, and shall be served by suitable access for such purposes. Only 10% of the open space land may be used for new agriculture, horticulture, or community gardens provided that

only organic methods are employed. In subdivisions of 25 or more lots, the Board may require a portion of the site be developed for active recreation such as, but not limited to, playgrounds, sports fields, courts, etc. The Select Board must vote to accept this park prior to final approval, or the land shall remain as open space and be deeded to the Conservation Commission as open space.

- (3) Detention or retention basins may be located in the open space; however, this land area may not be counted towards the minimum open space required.
- (4) Dedicated open space may be utilized as natural courses for disposal for storm drainage from impervious surfaces. Other than minor berming (maximum 3-1 slopes which shall blend into the landscape) and riprap at pipe outflows, no significant disruptions of the land (contour changes greater than three feet) for drainage are permitted.
- (5) Dedicated open space may be in one or more parcels of a size and shape appropriate for its intended use. The parcels shall be laid out to promote convenient access by the homeowners within the OSRD and the general public. Wherever practical, parcels shall be accessible via upland areas. The adequacy of the open space land shall be determined by the Planning Board.
- (6) Public access to proposed preserved open space, including paths, shall be provided where appropriate. The plan shall show the location, construction details, and signage for pathways. Paths in OSRDs shall not be utilized for snowmobiles and other motorized travel (except for motorized wheelchairs), but may be used for cross-country skiing, snowshoeing, horseback riding, and other non-motorized modes of travel.
- (7) Parking for public access or facilities to serve the recreational uses shall be allowed on the open space land.

G. Ownership of Dedicated Open Space.

- (1) The open space shall, at the Planning Board's election be conveyed to:
 - a) The Town of Lakeville Conservation Commission or Select Board and accepted by it for open space, or a park, or
 - b) The Commonwealth of Massachusetts as part of a state forest, park or wildlife management area, or

- c) A nonprofit organization, the principal purpose of which is the conservation of open space. In this case where the open space is not conveyed to the Town, a permanent conservation, agricultural or historical preservation restriction approved by Town Counsel and enforceable by the Town, conforming to the standards of the Massachusetts Executive Office of Energy and Environmental Affairs, Division of Conservation Services shall be recorded to ensure that such land shall be kept in an open or natural state and not be built for residential use or developed for accessory uses such as parking or roadways except as permitted by this bylaw and approved by the Planning Board. Restrictions shall provide for periodic inspection of the open space by the Town. Such restriction shall be submitted to the Planning Board prior to approval of the project and at the Registry of Deeds/Land Court simultaneously with recording of the endorsed definitive subdivision plan. A management plan may be required by the Planning Board which describes how existing woods, fields, meadows, or other natural areas shall be maintained with good conservation practices.
- (2) Any land set aside as open space, or conserved as a condition of special permit, shall be permanently protected pursuant to Article 97 of the Articles of Amendment to the Constitution of the Commonwealth of Massachusetts or a perpetual restriction under G.L. Chapter 184 Section 31-33. Unless conveyed to the Conservation Commission, the required open space shall be subject to a permanent Conservation, Watershed, or Agricultural Preservation Restriction conforming to the standards of the Massachusetts Executive Office of Environmental Affairs, Division of Conservation Services or Department of Agricultural Resources in accordance with G.L. Chapter. 184 Section 31-33, approved by the Planning Board and Select Board and held by the Town of Lakeville, or a non-profit conservation organization qualified to hold conservation restrictions under G.L. Chapter 184, Section 31-33.
- (3) If necessary, such restrictions shall further provide for maintenance for the common land in a manner which will ensure its suitability for its function, appearance, cleanliness, and proper maintenance of drainage, utilities, and the like.
- (4) Where the boundaries of the open space are not readily observable in the field, the Planning Board shall require placement of surveyed bounds sufficient to identify the location of the open space.

H. Preliminary Subdivision and OSRD Concept Plan Application Process.

After the preapplication review, an applicant must file for preliminary subdivision approval and approval of the OSRD concept plan.

- (1) An application, a preliminary set of plans, illustrating a conventional subdivision plan and proposed OSRD shall be filed with the Lakeville Town Clerk and the Planning Board. The application shall be accompanied by 14 copies of the plans and any other supporting materials, which must be prepared and stamped by a professional civil engineer and landscape architect. This submittal shall comply with the Subdivision Regulations. An electronic copy shall also be filed.
- (2) The preliminary subdivision plan shall be used by the Planning Board to determine the maximum number of lots which could be created via a conventional plan. The applicant must demonstrate to the satisfaction of the Board that all the lots shown on the preliminary plan comply with the applicable sections of the Lakeville Zoning By-Laws and Subdivision Regulations. This number will be the maximum allowed in an OSRD Special Permit and definitive subdivision plan submittal.
- (3) All lots shown on the preliminary conventional plan shall have at least one deep observation hole and percolation test dug according to 310 CMR 15.102 and 15.104 to determine the suitability of the lot for development. If necessary to determine whether a lot may be buildable, the Board of Health may require additional testing.
- (4) Prior to the submittal of the preliminary subdivision and OSRD concept plan, the applicant shall have the wetlands delineated on the site and a Resource Area Delineation approved by the Conservation Commission.
- (5) The burden of proof shall be upon the applicant to prove that all the proposed lot(s) are suitable for building. The Planning Board reserves the right to challenge the status of any lot and not allow such to be included in any definitive plan filing.
- (6) Formal percolation and depth to groundwater tests shall be conducted on a portion of the lots located on the OSRD development area. Depending on the results of these tests and after consultation with the Board of Health, the Board may require additional testing. The results of these tests shall be submitted with the application.

- (7) A preliminary sketch plan of the proposed OSRD shall be submitted. It shall contain the proposed location of the road(s), lots, drainage, and dedicated open space. General topography (with ten-foot contours maximum), major site features and adjacent streets shall also be shown.
- (8) The Planning Board shall hold a public hearing on the preliminary plan as required Governing the Subdivision Regulations.
- (9) The conceptual OSRD shall also be reviewed and discussed during the hearing process. Comments and recommendations shall be incorporated in plans included in any subsequent filings.
- (10) If the preliminary conventional and conceptual OSRD plans are approved, the Planning Board shall, insofar as practical under the law, allow the submittal of a combined special permit and definitive subdivision plan. A combined submission will not be authorized in those cases where either the conventional preliminary plan or proposed OSRD concept plan is not approved by the Planning Board.

I. Special Permit Application and Filings.

A special permit application for an OSRD shall include a definitive subdivision plan with 14 copies and an electronic copy. It shall be prepared in accordance with the Subdivision Regulations. Administrative and consulting review fees required by the Board shall be paid by the applicant. In addition, the applicant shall provide the following information:

- (1) A detailed analysis of the site, including wetlands, soil conditions, areas within the 100-year floodplain, trees over eight inches in diameter in areas identified by the Planning Board, and natural, and/or man-made features and other items as the Planning Board may request;
- (2) A description of the proposed design characteristics of the site pursuant to these regulations;
- (3) Drainage calculations meeting the requirements of the subdivision regulation and zoning bylaws.
- (4) If a common septic system is proposed, then septic tanks shall be required for each house lot. If necessary, easements shall be granted to the homeowners' association to allow for regular cleaning.

- (5) A copy of any restrictive covenant(s) for the preserved open space, association rules and regulations and/or other documentation relating to the creation of a homeowners' association or similar entity, if necessary.
- (6) The Planning Board may require other plans, studies, or reports as may be necessary for the Board to understand the impact of the proposal and determine compliance with the provisions of this By-Lay and the Subdivision Regulations.

J. Special Permit Decision.

- (1) The Planning Board shall conduct a public hearing in accordance with the provisions of these bylaws.
- (2) If the Planning Board disagrees with any recommendations of another Town of Lakeville Board, it shall state its reasons therefor in writing.
- (3) The Planning Board shall consider the approval criteria in this section to determine if it approves the plan as submitted.
- (4) The Planning Board may impose conditions as a part of any approval that furthers the purposes of this Section and these By-Laws.
- (5) The Planning Board shall require a performance guarantee pursuant to G.L. Ch.41 Section 81U. to secure the proper completion of all infrastructure, as well as, the fulfillment of any conditions of approval.

K. Approval Criteria.

The Planning Board may grant a special permit under this Section only if it finds that:

- (1) The proposed plan is in harmony with the intent and requirements of this Section and this By-Law.
- (2) Open space as required by this By-Law has been provided and generally conforms to the dedicated open space section of this bylaw.
- (3) Proposed uses of the open space comply with this By-Law.
- (4) Proposed open space will be dedicated in compliance with the Massachusetts General Laws and this By-Law and is suitably protected.

- (5) Approximate building sites have been identified and are not located closer than 100 feet to wetlands and waterbodies.
- (6) Proposed streets have been aligned to provide vehicular access to each house in a reasonable and economical manner. Lots and streets have been located to avoid or minimize adverse impacts on open space areas and to provide views of and access to the open space for the lots.
- (7) All lots meet the applicable dimensional requirements of this By-Law.
- (8) If required, all documents creating a homeowners' association has been submitted to the Board and approved by Town Counsel.
- (9) Any restriction or other legal documents (deeds, conservation restrictions, easements, etc.) necessary to permanently conserve the open space as required by the approval shall be recorded prior to the release of any lots in the subdivision and prior to the issuance of any building permits.
- (10) The development will not have a detrimental impact on the neighborhood or abutting properties; and
- (11) Other factors as determined appropriate by the Planning Board.

L. Revisions to Approved Special Permits.

Subsequent to granting of a special permit, the Planning Board may permit the relocation of lot lines or changes to landscaping within the project, provided that any change in the number of lots, street layout, square footage or composition of dedicated open space, or disposition thereof, will require further review and a public hearing.

or take any other action relative thereto.

Proposed by the Planning Board

ARTICLE 9: To see if the Town will vote to amend the Lakeville Zoning By-Laws, 6.6, Sign Regulations (Section 270.6.6.F, by adding the following text in bold to subsection 6.6.6.3, Special Permits, and further to authorize the Town Clerk to make nonsubstantive changes to the numbering of this bylaw in order that it be in compliance with the numbering format of the Code of Lakeville (as voted at the May 8, 2023 Annual Town Meeting) when said Code takes effect:

6.6.6.3 Changeable copy signs, electronic message board signs, and internally illuminated or the portion of a sign that is changeable copy, an electronic message board or internally illuminated shall require a special permit **by the Zoning Board of Appeals.**

or take any other action relative thereto.

Proposed by the Planning Board

ARTICLE 10: To see if the Town will vote to amend the Lakeville Zoning By-Laws Section by adding the following new section relative to the requirements for obtaining a Special Permit for certain types of signs, as shown below, and further to authorize the Town Clerk to assign such numbering and to make nonsubstantive changes to the format of this bylaw in order that it be in compliance with the numbering format in the version of the Zoning Bylaw currently in effect and/or the Code of Lakeville (as voted at the May 8, 2023 Annual Town Meeting) when said Code takes effect:

Signs - Changeable copy signs, electronic message board signs, and internally illuminated signs.

These signs must meet the following standards in order to receive a Special Permit by the Zoning Board of Appeals.

- (a) The parcel where the sign is proposed shall not abut properties on either side or across the street that are zoned Residential.
- (b) If the property cannot meet the above standard (a) a special permit may still be issued only if the sign is for a use that identifies municipal or public safety buildings, medical facilities, or retail stores that sell medical supplies.
- (c) It must be determined that the sign is not detrimental to the character of the neighborhood.

or take any other action relative thereto.

Proposed by the Planning Board

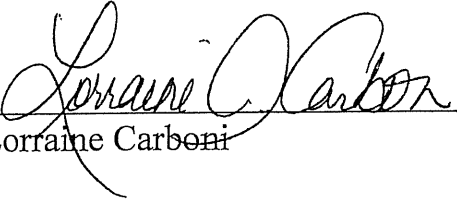
You are directed to serve this warrant by posting an attested copy hereof fourteen (14) days at least before the day appointed for the Special Town Meeting at the following places: Town Office Building, Baldies Pizzeria, Fat Cousins, the Clark Shores Association Bulletin Board, Apponequet Regional High School, Lakeville Senior Center, and Assawompset Elementary School.

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

Given under our hands this 10th day of October, 2023.



Brian Day, Chairman

Evagelia Fabian


Lorraine Carboni

LAKEVILLE SELECT BOARD

A true copy, Attest:

Constable

Lakeville, MA _____, 2023

November 13 Special Town Meeting Motions Summary

Article	Topic	Proposer	Motion	Recommendations	
				Fin Cmte	Plng Bd
Nov 13, 2023, Special Town Meeting					
1	Unpaid Bills	Select Board			
2	Supplemental Appropriations	Select Board			
3	Capital Projects Transfers	Select Board			
4	Free Cash to Capital Stabilization	Select Board			
5	Community Preservation Projects	CPC			
6	Annual Town Meeting to June	Select Board			
7	Fire Alarm System By-Law	Fire Chief			
8	Open Space Residential Development	Planning Board			
9	Signs Requiring Special Permit	Planning Board			
10	Signs Special Permit Standards	Planning Board			

**NOVEMBER 13, 2023 SPECIAL TOWN MEETING
BACKGROUND INFORMATION**

- ARTICLE 1:** This article authorizes payment of a bill for services incurred during the prior fiscal year.
- ARTICLE 2:** This article supplements the FY 2024 operating budget to provide compensation and startup costs for the expansion to a five member Select Board, improve staff coverage at the Assessors' Office, fund anticipated overtime expenses at the Fire Department, and to support increased insurance premiums.
- ARTICLE 3:** This article transfers \$171,500 in Free Cash to implement stabilization and weatherization activities at the Betty's Neck Peach Barn, continue security improvements at Town Hall, replace the undersized motor for the Police boat and continue engineering activities for the Town's MS-4 stormwater permit. In addition, the article provides \$30,000 in Retained Earnings to remove debris at the Transfer Station.
- ARTICLE 4:** This article assigns the proceeds from a one-time lease renewal payment for the Fern Street cell tower to the Capital Stabilization Account, where it will only be accessible by a vote of Town Meeting.
- ARTICLE 5:** This article funds the Community Preservation Committee's recommended round of CPA projects.
- ARTICLE 6:** This article changes the date for future Annual Town Meetings to the second Monday in June to allow the Town to ensure that the annual budget includes the State's budget guidance.
- ARTICLE 7:** This article would approve a proposed bylaw which enables the Fire Department to better manage existing and new fire alarm systems and related equipment. The bylaw would create a standardized system for the installation and maintenance of fire alarm systems and the technology employed to communicate alarms, and would provide a structure for minimizing the number of fire alarm activations for reasons other than fire. In 2022, the Lakeville Fire Department responded to 296 "false alarms" for various reasons. The proposed bylaw would empower the Fire Department to take actions intended to reduce the number of false alarms and lesson the associated consumption of resources.
- ARTICLE 8:** This article would amend the Town's zoning by-laws to adopt a new Open Space Residential Development (OSRD) by-law to prioritize land preservation by promoting compact residential developments that preserve open space, natural resources and farmland.

ARTICLE 9: This article would amend the Town's zoning by-laws to make changeable copy, electronic and internally illuminated signs subject to a special permit by the Zoning Board of Appeals.

ARTICLE 10: This article would amend the Town's zoning by-laws to establish criteria requirements for changeable, electronic and internally illuminated signs that are subject to a special permit by the Zoning Board of Appeals.

ARTICLE #5
COMMUNITY PRESERVATION COMMITTEE



HISTORIC PRESERVATION



COMMUNITY HOUSING



OPEN SPACE



RECREATION

Gravestone Repairs/Thompson Hill Cemetery

Project Description: Repair broken stones and return toppled stones to their bases and foundations.

“This cemetery is currently on our State Inventory of Historic Sites in Lakeville. It is the final resting place of an interesting cross section of once Middleborough’s and now Lakeville’s notable residents.

Part of our long range plan includes submitting an application for National Historic Register designation for Thompson Hill Cemetery. Proper repairs and preservation of the gravestones is an important aspect for consideration to that end.” Brian Reynolds, Chairman; Lakeville Historical Commission

CPA funding request: \$10,000



Historic Town House Roof Replacement

Project Description: In FY 2020, the Town of Lakeville allocated \$30,000 in its capital plan for the replacement of the white cedar shingled roof on the Historic Town House, which was last replaced in 1997. That funding was insufficient to complete the roof replacement using historically accurate materials. In June of this year (2023), the town was awarded a \$30,000 matching grant from the Massachusetts Historical Commission to complete the project.

The estimate on the project is unknown until the architect is able to conduct a full discovery and the quotes come in from a yet-to-be-advertised RFP (Request for Proposal). This application requests funding for a contingency, in the event that \$60,000 is still insufficient to replace the roof and address any structural damage that may be discovered once the work begins. CPA funding would only be expended after the Town's capital allocation and the MHC grand are fully spent.

CPA funding request: \$30,000.



John Paun Memorial Park Revitalization Plan

Project Description:

The John Paun Park Project has already been years in the making. Last year one of the park commission's capital projects was the demolition of the existing structure at JPP. The building could no longer be used and it was deemed a hazard and needed to be removed. The town administration has already applied for and received ARPA money to bring water onto JPP. The plan is to extend the Taunton water line that already goes to Blueberry estates, which neighbors JPP. Just this spring all of the light poles that surround field 1 and allow teams to play into the cooler summer nights were strength tested. Five of those poles were replaced.

The next step in the project is to have an engineered design of the park done. That design will include: The main structure, which is an handicapped accessible bath house and storage area, an ADA accessible pathway to access it, fixing the drainage issues on field 3, expanding the parking area so cars will no longer have to park on the street, upgrading the lighting on the fields as well as the safety lights in the parking area, replacing the current playground, adding cameras to protect the community and the park from vandalism and creating an ADA accessible park that everyone will feel safe and enjoy spending time in. All of these improvements will be done while respecting the integrity of the park and protecting its fragile ecology.

This engineered design step that we are asking for your help with, has to be completed before the project can go further. The more steps we have completed when we apply for the grant in the spring, the better our chances of receiving the award. If we do not receive the grant this spring, we will reapply for the same grant and others until we are able to proceed.

Funding Requested: The total scope of the revitalization of John Paun Park is large. The funding we are asking the CPC for is the \$25,000 to have the engineered plans for what will become the accessible, safe and enjoyed by all, John Paun Memorial Park.

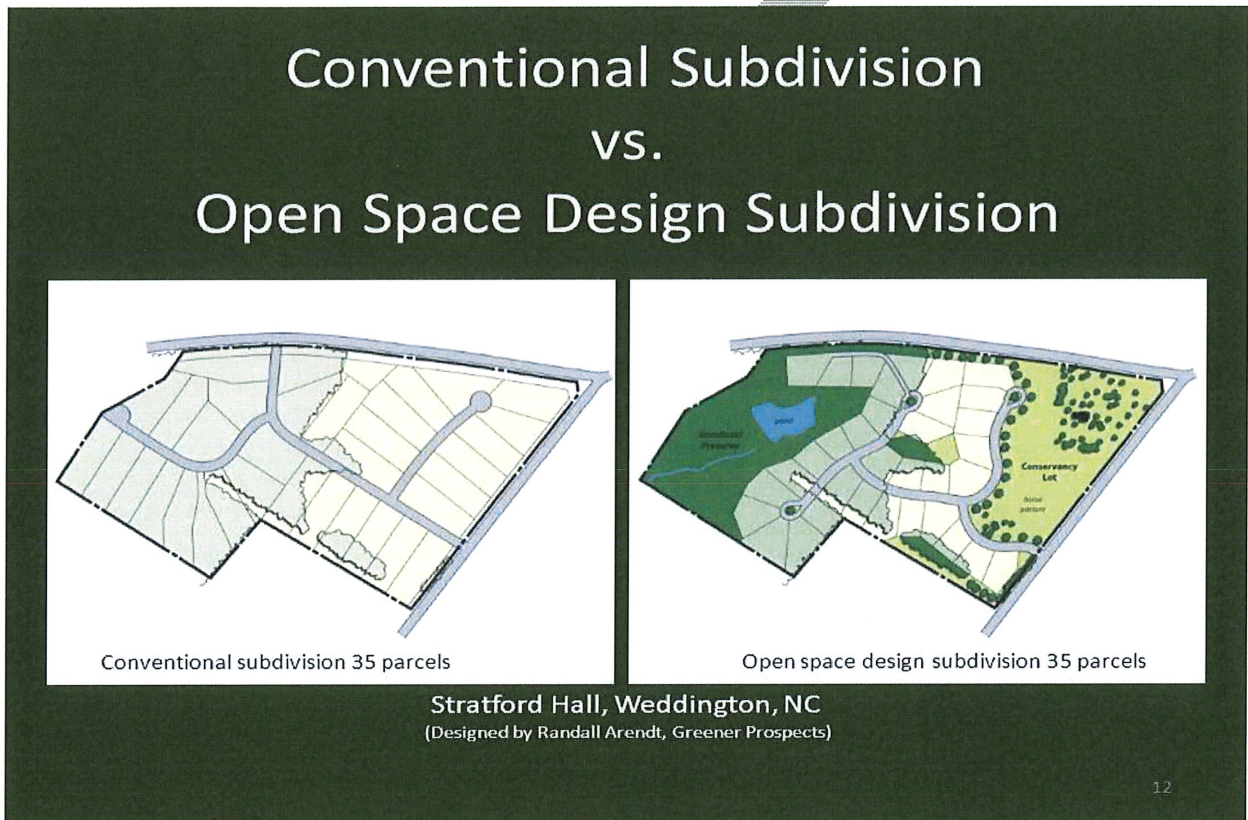
Funding from other sources & timeline: The total funding for this project will be \$500,000. If we receive your funding, we will begin the engineered park plans in the winter of 2023. We will be applying for a state grant in the spring of 2024 for half a million dollars. If we are awarded this grant, work would start on the JPP project in the spring of 2025.

Open Space Residential Development (OSRD)

The Planning Board has submitted an article for this Fall's Town Meeting to amend the Zoning By-Laws and adopt an Open Space Residential Development (OSRD) By-Law.

What is an Open Space Residential Development (OSRD)

The OSRD bylaw is intended to allow residential development that preserves open space and is respectful of the land's existing topography and natural features. Although the overall density of an OSRD is identical to that allowed by the underlying zoning the houses are 'clustered' on the portion of the site that is most suitable for development. This allows for the preservation, in perpetuity, of the remaining land on the parcel as open space. This helps to preserve the town's character by protecting woodland, farmland and other important natural resource areas.



OSRD Requirements

The OSRD requires a minimum of 50% of the land area to be permanently preserved.

In Lakeville current lots must be 70,000 square feet however in the OSRD they may be reduced to 30,000 square feet. To accommodate these smaller lots, the neighborhood must be served with either a municipal or shared private water supply or sewer system.

An OSRD limits environmental impacts by reducing the amount of land altered for housing construction, the length of roads being constructed, and amount of roadway drainage which must be accommodated.

What is the Process?

In Lakeville the By-Law requires a three-step review process

The first step is an informal meeting between the applicant and the Planning Board to discuss the concepts for both the preliminary subdivision and concept plan. No formal plans need to be prepared.

The second step is to submit a preliminary subdivision plan and a concept plan which must conform to the subdivision regulations. Additional requirements for wetlands delineation, perk tests, and open space information must also be submitted. The applicant must prove to the Planning Board that each lot in the conventional subdivision meets all the standards to be built upon. The open space concept plan cannot exceed the number of lots which the Board approves under the preliminary subdivision plan. The Board then would evaluate the concept plan and must find that it is a viable alternative to the conventional plan.

The final step is for the applicant to file a special permit and definitive subdivision application for the Open Space Residential Development plan. This plan is based on the concept plan approved in the second step. In this step the engineering details for road construction and drainage would be reviewed as would any legal documents.

Why adopt the OSRD By-Law

Growth in Lakeville has largely consisted of large lot single family home subdivisions. This can result in sprawling residential developments, the clearing of large swaths of woodlands, and the conversion of farmland for single family homes. Lakeville's past development pattern has resulted in the loss of natural resources and farmland and much of the new residential development tends to consist of very large homes, unaffordable to many, and are indistinguishable from subdivisions across the region. An OSRD while allowing for the same number of homes will preserve half of the land as open space. The remaining lots will provide an alternative type of housing which is needed in Lakeville.



Developing the OSRD is based on recommendations cited in the Town's 2020 Master Plan, 2012 Open Space & Recreation Plan, and 2023 Housing Production Plan.

**AGENDA ITEM #7
OCTOBER 30, 2023**

**DISCUSS RECENT DISCUSSION WITH THE GIRL
SCOUTS REGARDING A POSSIBLE ACCESSIBLE
PLAYGROUND PROJECT NEAR GEORGE R. AUSTIN
INTERMEDIATE SCHOOL**

Chairman Day would like to discuss this with the Board.