



TOWN OF LAKEVILLE MEETING POSTING & AGENDA

Town Clerk's Time Stamp
received & posted:

LAKEVILLE TOWN CLERK
RECD 2022 OCT 3 AM 11:41

Lawrence

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:	BOARD OF HEALTH
Date & Time of Meeting:	Wednesday, October 5, 2022 @ 6:00p.m.
Location of Meeting:	Lakeville Police Station 323 Bedford Street, Lakeville, MA
Clerk/Board Member posting notice:	Fran Lawrence

Cancelled/Postponed to: _____ (circle one)

Clerk/Board Member Cancelling/Postponing: _____

A G E N D A

Please ask if anyone is recording the meeting and announce that LakeCAM is taping (if present)

1. **22 Pierce Avenue** – Discussion regarding private cemetery for the Leonard Family
2. **348 & 350 Bedford Street** - Meet with Outback Engineering, Inc. to discuss proposed septic system design flow changes to Lakeside Landing Plaza to accommodate Red Hand Brewing
3. **2 Mayflower Road** – Discuss with Michael J Koska and Associates, Inc. requested waivers
4. **17 Baker Lane** - Meet with River Hawk Engineering to discuss requested Local Upgrade Approvals
5. **7 Azalea Street** – Discussion of nitrogen loading with Zenith Consulting Engineers, LLC
6. **Betterment loan approval** - review and approve betterment loan for 7 Charbonneau Ave. in the amount of \$29,547.60.
7. **Approve meeting minutes, as typed**
 - August 3, 2022
8. Discussion regarding **43 Main Street**
9. Discussion regarding the proposed **Open Space Residential Development**
10. Discuss recent BOH Agent pending items

CORRESPONDENCE

- Covid19 update
- West Nile Virus update

NEW BUSINESS

OLD BUSINESS

ANNOUNCEMENTS

Any other business that may properly come before the Board of Health Please be aware that this agenda is subject to change. Should other issues arise requiring immediate attention by the Board of Health after the posting of this Agenda, they may be addressed at this meeting.

#1

22 Pierce Avenue
Lakeville Massachusetts 02147-1801

September 14, 2022

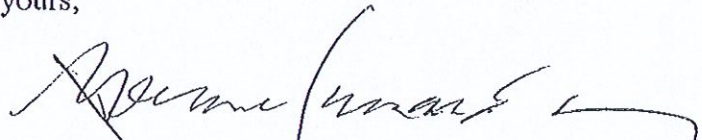
The Lakeville Board of Health; Mr. Richard Cullen, *agent*
346 Bedford Street
Lakeville Massachusetts 02347

Gentlemen,

In accordance with Massachusetts General Laws Chapter 114, Section 34, I hereby request your approval for me to establish a family cemetery for four persons on the 103-acre Leonard property at 22 Pierce Avenue. Its proposed location on the premises is more particularly described on the sketched map attached hereto.

Your timely attention, at your convenience, would be most appreciated.

Very truly yours,

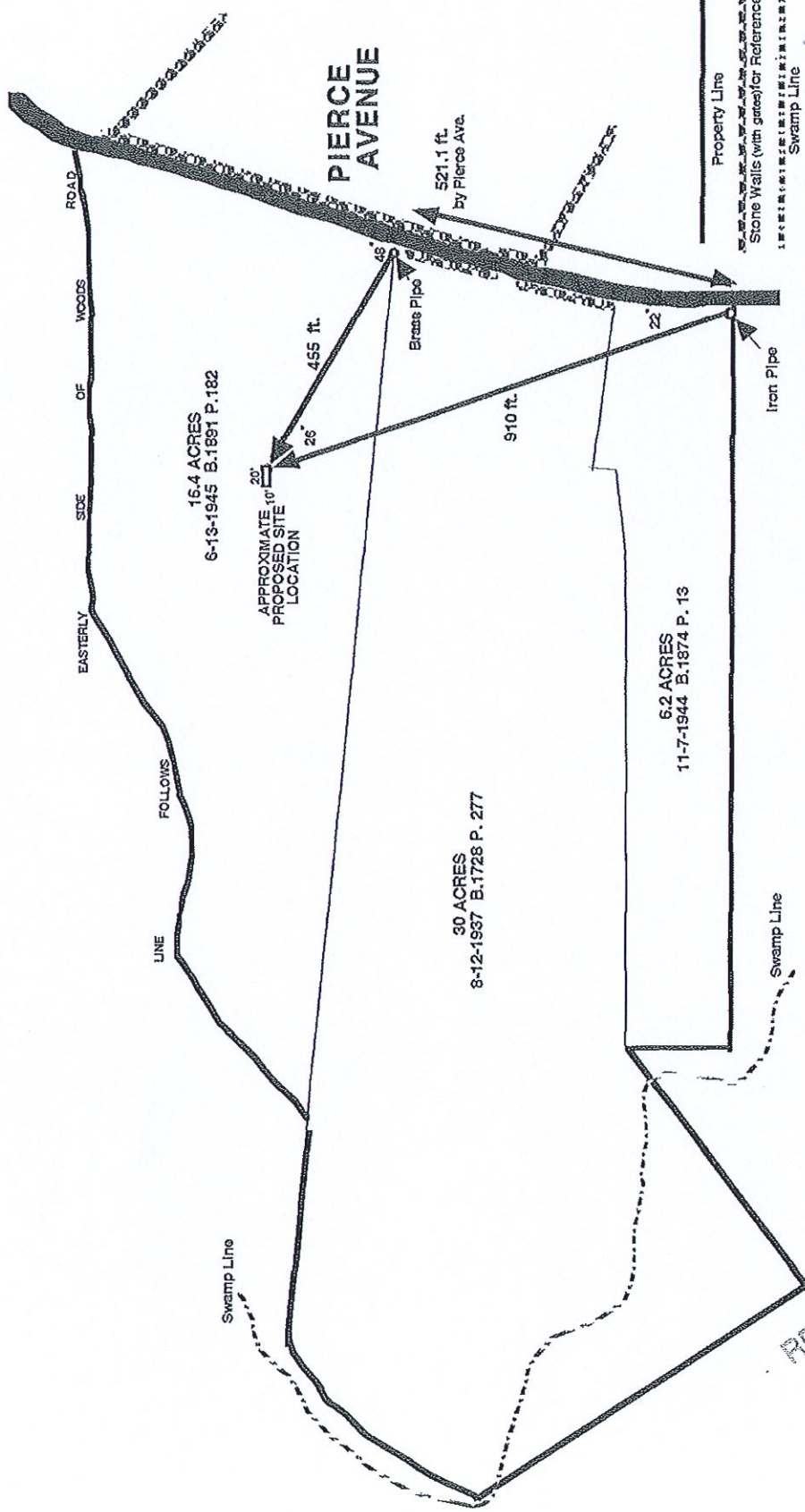


Kenneth C. Leonard, Jr.

Attachment:

RECEIVED
SEP 14 2022
BOARD OF HEALTH

**SKETCH SHOWING A PROPOSED SITE FOR A FAMILY CEMETERY
FOR FOUR PERSONS ON THE SOUTHERLY 52 ACRE PORTION
OF THE 103 ACRE LEONARD PROPERTY
LOCATED AT 22 PIERCE AVENUE, LAKEVILLE**



N.B.: For a complete and comprehensive locus of the Leonard property, please see Plan Book 17, Page 344 upon which the above sketch was based.

RECEIVED
SEP 14 2022
BOARD OF HEALTH

Part I	ADMINISTRATION OF THE GOVERNMENT
Title XVI	PUBLIC HEALTH
Chapter 114	CEMETERIES AND BURIALS
Section 34	USE OF LAND FOR BURIAL; NEW CEMETERIES OR EXTENSIONS; APPROVAL OF BOARD OF HEALTH; DESCRIPTION OF LAND

Section 34. Except in the case of the erection or use of a tomb on private land for the exclusive use of the family of the owner, no land, other than that already so used or appropriated, shall be used for burial, unless by permission of the town or of the mayor and aldermen of the city in which the same lies; but no such permission shall be given until the location of the lands intended for such use has been approved in writing by the board of health of the town where the lands are situated after notice to all persons interested and a hearing; and the board of health, upon approval of the use of any lands either for new cemeteries or for the extension of existing cemeteries, shall include in the records of the said board a description of such lands sufficient for their identification. For every interment in violation of this section in a town in which the notice prescribed in section thirty-seven has been given, the owner of the land so used shall forfeit not less than twenty nor more than one hundred dollars.



www.Outback-Eng.com

#2

September 6, 2022

Lakeville Board of Health
c/o Mr. Edward Cullen, Health Agent
241 Main Street
Lakeville, MA 02347

Re: *Proposed Septic System Design Flow Changes to Lakeside Landing Plaza
To Accommodate Red Hand Brewing
348 & 350 Bedford Street, Lakeville
Job #OE-3900*

Dear Ed,

As we've discussed and on behalf of Shawn Donnelly the applicant for Red Hand Brewing, we are requesting approval to accommodate the proposed brewpub within the existing building at 348 Bedford Street, to include an outdoor venue to seat 20 people with food truck service and a brewing wastewater tank as shown on the attached Red Hand Brewpub Site Plan dated August 25, 2022. As was documented in my February 21, 2022 letter addressed to Shawn and Brian Donnelly that you reviewed previously (see attached), we summarized the septic system design flows based on current conditions at the Lakeside Landing commercial plaza and the proposed brewpub, and showed that up to 48 new tavern seats could be provided in the building (45 seats are now proposed per the attached floor plan). The proposal also includes 20 exterior seats served by an outdoor toilet facility, and an exterior holding tank (1,000 gal.) for the brewing wastewater to avoid overtaxing the existing onsite septic system. On a weekly basis, the outdoor toilet facility will be pumped by a licensed septage hauler for offsite disposal. There will be a keg-washing system with a trench drain inside the building that will pump the washwater to the exterior holding tank (see attached spec sheet from Assmann Corporation); this exterior tank will be pumped and trucked offsite for disposal on a periodic basis as needed. Please note the bar sinks within the brewpub will be plumbed to the existing grease trap, and no other changes are planned for the existing septic system.

A local upgrade approval is requested from the required Title 5 setback distance of 400 ft. from a holding tank to a surface water supply impoundment, where the exterior wastewater tank will be approximately 210 ft. from Assawompsett Pond.

We appreciate your consideration of this request. Should you have any comments or questions or need further information, please do not hesitate to contact me at (508) 946-9231 or email me at jpavlik@outback-eng.com.

Sincerely,
OUTBACK ENGINEERING, INC.

James A. Pavlik, P.E.
Principal

cc : Shawn Donnelly (via email)
Rob Pellegrini, Esq. (via email)
Robert J. Mather, Esq. (via email)



February 21, 2022

Shawn & Brian Donnelly
13 Quail Run
Lakeville, MA 02347

Re: *Red Hand Brewing - Proposed Septic System Design Flow*
348 Bedford Street, Lakeville
Job #OE-3900

Dear Shawn & Brian,

As requested, we are providing an assessment of the current approved septic system design for the Lakeside Landing commercial plaza at 348 and 350 Bedford Street, to determine an appropriate design flow available for the proposed brewpub that you are looking to permit at 348 Bedford Street. Based on your discussions with and information provided by the property owner, there are changes in use of the complex that result in a reduction of the approved design flow, such that there is additional capacity available to allow more seating at 348 Bedford Street. This assessment is based on my review of the "Sanitary Disposal System Repair Plan for Lakeside Landing, Inc., 348 & 350 Bedford Street" by Hermanau & Hermanau, dated 11.7.18 (revised through Nov. 19, 2018), and As Built Plan dated 8.26.19, where the Lakeville Board of Health approved the denitrification system and leaching area with a number of local upgrade approvals (LUA) and a variance as spelled out on the repair plan referenced above; given the system location near wetlands and a public water supply (Assowompsett Pond), these LUA were necessary for approval, and therefore do not allow for any increase in the approved septic system design flow of 2,363 gpd as shown on Sheet 2 of the repair plan set.

The attached table "Proposed Red Hand Brew Pub – Title 5 Septic System Flows" dated 2.14.22, shows a breakdown of the current approved design flow based on building uses in 2018 as shown on the approved repair plan, and new Title 5 design flows based on actual changes in use as of 2022 per the owner and including design flow for the potential brewpub at 348 Bedford Street. The table shows that the former Barber Shop and Fitness Center are no longer tenants, and now occupied as a gun shop and storage area; these 2 spaces are assigned retail use in the potential change column, such that the brew pub could potentially accommodate a total of 48 seats based on "Lounge/Tavern" design flow criteria in Title 5 (an increase of 24 seats from the current approved coffee shop use) for a proposed total design flow of 2,361 gpd. As noted on the table, this allowable change assumes that there is no onsite food preparation, and that any outdoor seasonal seating and food truck service includes portable toilet facilities that would not be connected to the existing septic system and would require pumping and offsite disposal by approved septic haulers. We also checked that the existing septic tank #3 and grease trap #3A (2,500-gallons each) at 348 Bedford Street have sufficient capacity of 2x the new daily flow from the brewpub (990 gpd x 2 = 1,980 gallons) to accommodate the additional seating (we assume kitchen/brewing area plumbing is piped to the grease trap).

Should you have any comments or questions or need further information, please do not hesitate to contact me at (508) 946-9231 or email me at jpavlik@outback-eng.com.

Sincerely,
OUTBACK ENGINEERING, INC.

James A. Pavlik

James A. Pavlik, P.E.
Principal



cc : Rob Pellegrini, Esq.

Proposed Red Hand Brew Pub - Title 5 Septic System Flows

348 Bedford Street, Lakeville, MA

By Outback Engineering 2.21.22

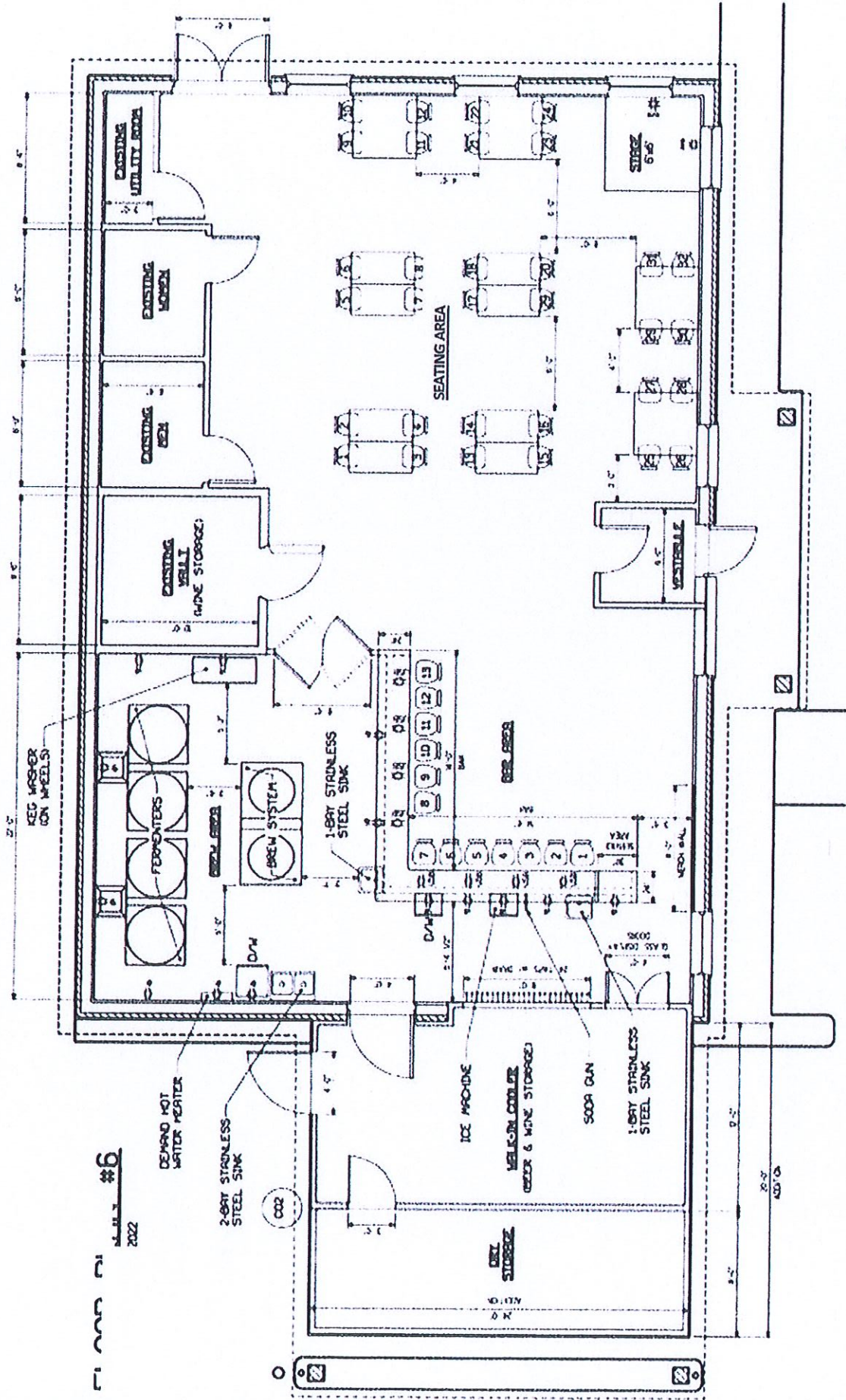
Location	Type of Establishment, Current Use	Req. T5 Design Flow Gallons/Day	"Unit"	Approved seats, persons or Square Feet	Current Approved Design Flow per 2018 repair plan (GPD)	Potential Changes in Use & New Title 5 Design Flow
350 BEDFORD WEST WING	OFFICE	75	Per 1000 S.F.	1867	140	None = 140 GPD
	BARBER SHOP	100	Per Seat	3	300	Retail 775 S.F. X 50 GPD/1000 S.F. = 39 GPD
	FITNESS CENTER	25	Per Person	12	300	Retail 980 S.F. X 50 GPD/1000 S.F. = 49 GPD
	RETAIL	50	Per 1000 S.F.	2975	149	None = 149 GPD
				Sub-total	889	
350 BEDFORD EAST WING	OFFICE	75	Per 1000 S.F.	9580	719	None = 719 GPD
	DR. OFFICE	250	Per Doctor	1	250	None = 250 GPD
	RETAIL	50	Per 1000 S.F.	500	25	None = 25 GPD
				Sub-total	994	
348 BEDFORD	COFFEE SHOP	20	Per Seat	24	480	Brew Pub 48 seats X 20 GPD/seat = 960 GPD *
					480	brewing estimated at 30 gpd wastewater
				Approved Total	2362	Proposed Total=2361 GPD *

* Per 310 CMR 15.203, Title 5 "Lounge/Tavern" Design Flow = 20 GPD/Seat. Per Red Hand Brewing, they estimate microbrewing may generate approximately 30 gpd, for a proposed total design flow = 2,361 gpd (no increase in current approved design flow = 2,362 gpd). This assumes no onsite food preparation, and portable toilet facilities shall be provided for seasonal outdoor seating and food truck service that are not connected to the existing septic system.

Notes

1. Current Approved Design Flow information taken from "Sanitary Disposal System Repair Plan for Lakeside Landing Inc., 348 & 350 Bedford Street Lakeville, MA" by Hermanau & Hermanau Consulting Engineers, Dated 11-7-2018 and last revised Nov. 19, 2018.
2. Based on the review of the 2018 repair plan and the "Sanitary Disposal System As-Built plan " by Hermanau & Hermanau Consulting Engineers, dated 8-26-2019, existing 2500-gallon septic tank #3 and grease trap #3A have sufficient capacity for the proposed brew pub.

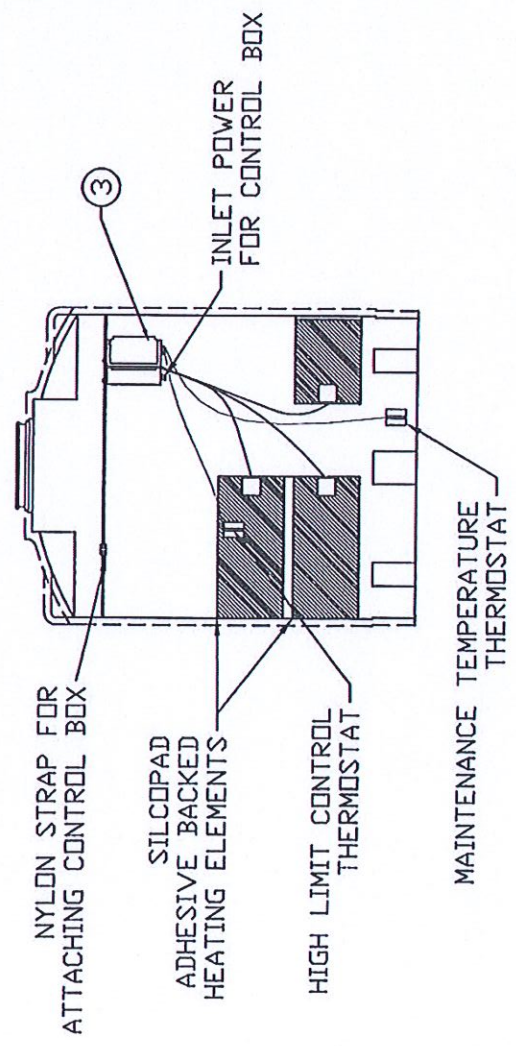
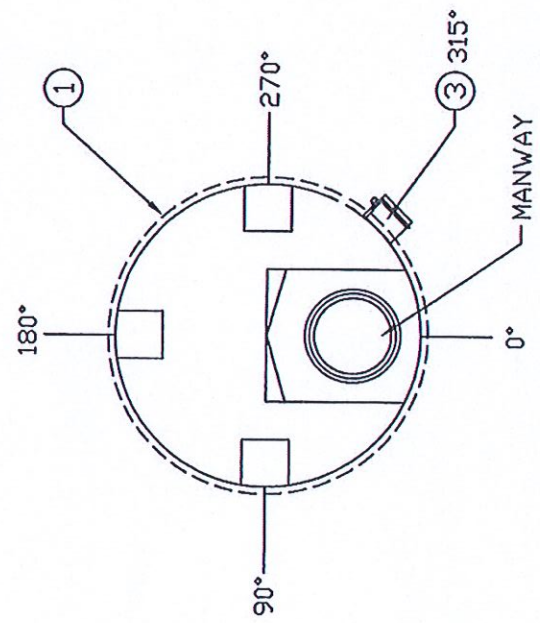
Indoor Floorplan



PLAN #6
2022

9.6.22

- NOTES:
 1) INSULATION USED:
 NOMINAL 2" OF URETHANE SPRAY FOAM INSULATION
 2) MASTIC USED:
 TWO COATS OF MASTIC COATING (GREY STANDARD)
 3) NEMA 4 CONTROL BOX:
 NEMA 4 BOX WITH DUAL CONTROL THEROSTATS
 HIGH LIMIT / MAINTENANCE TEMPERATURE



ACA MODEL #	CONTROLLER	VOLTS	50° DELTA °T		80° DELTA °T		100° DELTA °T	
			AMPS	WATTS	AMPS	WATTS	AMPS	WATTS
ICT 65	2SPCP	120	1.75	210	1.75	210	1.75	210
ICT 80	2SPCP	120	1.75	210	1.75	210	1.75	210
ICT 140	2SPCP	120	1.75	210	1.75	210	1.75	210
ICT 300	2SPCP	120	1.75	210	1.75	210	1.75	210
ACT 550	2SPCP	120	1.75	210	3.5	420	3.5	420
ICT 550	2SPCP	120	1.75	210	3.5	420	3.5	420
IFT 550	2SPCP	120	1.75	210	3.5	420	3.5	420
ICT 700	2SPCP	120	1.75	210	3.5	420	3.5	420
ICT 850	2SPCP	120	3.5	420	3.5	420	3.5	420
IFT 950	2SPCP	120	3.5	420	3.5	420	3.5	420
ICT 1000	2SPCP	120	3.5	420	3.5	420	3.5	420
ICT 1100	2SPCP	120	3.5	420	3.5	420	3.5	420
ICT 1200	2SPCP	120	3.5	420	3.5	420	3.5	420
ACT 1500	2SPCP	120	3.5	420	5.25	630	5.25	630
ICT 1500	2SPCP	120	3.5	420	5.25	630	5.25	630
ICT 1850	2SPCP	120	3.5	420	5.25	630	5.25	630
ICT 2000	2SPCP	120	3.5	420	5.25	630	5.25	630
ICT 2050	2SPCP	120	3.5	420	7	840	7	840
ICT 2400	2SPCP	120	3.5	420	7	840	7	840
ICT 2500	2SPCP	120	3.5	420	7	840	7	840
ICT 2900	2SPCP	120	5.25	630	7	840	7	840
ICT 3000	2SPCP	120	5.25	630	7	840	7	840
ICT 4000	2SPCP	120	5.25	630	7	840	10.5	1260
ICT 4100	2SPCP	120	5.25	630	7	840	10.5	1260
ICT 4200	2SPCP	120	5.25	630	10.5	1260	10.5	1260
ICT 5200	2SPCP	120	5.25	630	10.5	1260	10.5	1260
ICT 5500	2SPCP	120	7	840	10.5	1260	14	1680
ICT 5600	2SPCP	120	7	840	10.5	1260	14	1680
ICT 6500	2SPCP	120	7	840	10.5	1260	14	1680
ICT 6510	2SPCP	120	7	840	10.5	1260	14	1680
ICT 8000	2SPCP	120	10.5	1260	14	1680	17.5	2100
ICT 8410	2SPCP	120	10.5	1260	14	1680	17.5	2100
ICT 10000	2SPCP	120	10.5	1260	14	1680	17.5	2100
ICT 12000	2SPCP	120	10.5	1260	17.5	2100	17.5	2100

REV: _____ REVISION DESCRIPTION _____ REV DATE _____

Assmann
 CORPORATION OF AMERICA
 300 N TAYLOR ROAD GARRETT, IN 46738

PHONE 680 357-3181
 FAX 680 357-3738

DRAWN BY: SROWLISON
 DRAWN DATE: 11/26/03
 DWG NUMBER: HTV001

ASSMANN VERTICAL TANK
 HEAT TRACING & INSULATION PKG
 ASSMANN CORPORATION



GENERAL NOTES:

- FOR PLAN INFORMATION SEE PLAN BOOK COUNTY RECORDS AT RECORDS DEPARTMENT. PERSON WHO COMPILED FROM A FIELD SURVEY HAS CONDUCTED VISUAL SURVEY ON MAP 57 BLOCK 1 AND 4.
- MANUSCRIPT SURVEYING AND DESIGN INC. HAS CONDUCTED VISUAL SURVEY ON MAP 57 BLOCK 1 AND 4.
- DESIGN AND CONSTRUCTION SHALL BE BASED ON THE LATEST AVAILABLE DATA. INFORMATION TAKEN FROM SATELLITE PHOTOGRAPHY SHALL BE USED FOR LAYOUT AND DIMENSIONS. THIS INFORMATION WAS OBTAINED BY DESIGNER FROM THE MASS GIS DATA CENTER ON AUGUST 29, 2017.
- THE SITE IS LOCATED WITHIN ZONE X7 AREAS. ANIMAL CHANGE FLOODING MAP, AS SEATED FROM THE FLOOD INSURANCE RATE MAP (FIRM) FOR MAINE AND NEW HAMPSHIRE, DATED 07/16/2015.
- THE SITE IS LOCATED WITHIN ZONE A SURFACE WATER SUPPLY PROTECTION ZONE & GROUNDWATER PROTECTION AREA.
- THE SITE IS NOT LOCATED WITHIN A PROTECTED HERITAGE AND IS NOT LOCATED WITHIN A NATIONAL NATURAL HERITAGE AND IS NOT LOCATED WITHIN A NATIONAL LOGGED SPEED PROGRAM CORRECTION MAP.
- ALL EXISTING UTILITY INFORMATION IS FROM THE BEST AVAILABLE INFORMATION AS OBTAINED FROM FIELD SURVEY AND FROM DESIGNER'S RECORD DRAWINGS. DESIGNER HAS CONDUCTED VISUAL SURVEY OF THE SITE PRIOR TO THE ONSET OF DESIGN UTILITIES LOCATED AND CLEARLY MARKED.

APPROVED AND ENDORSED BY THE LAKEVILLE PLANNING BOARD:
 DATE: _____

APPLICANT:
 SHAWA & BRIAN CORRELL
 LAKEVILLE, MA 02457

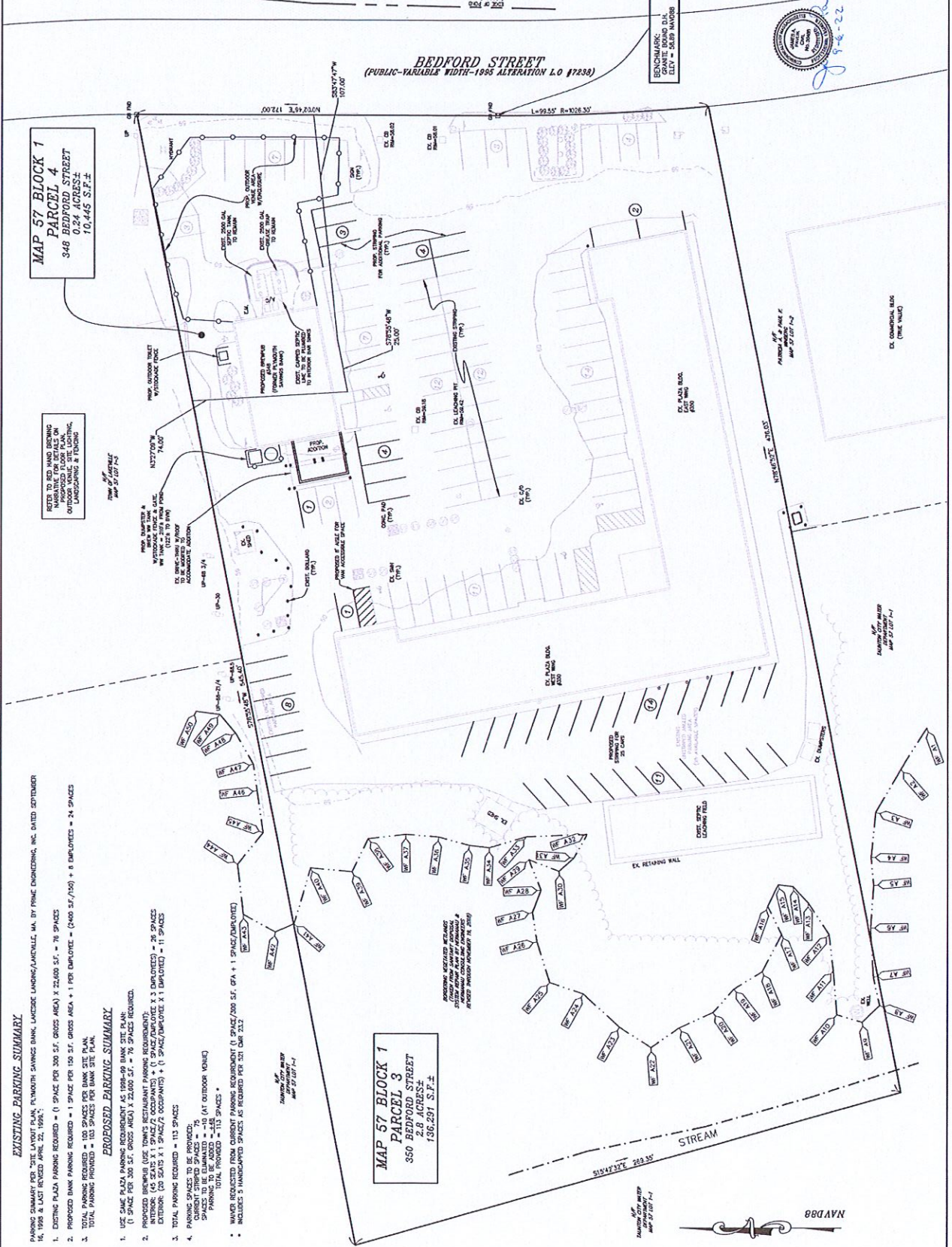
OWNER:
 300 BEDFORD STREET LAKEVILLE, LLC
 100 SOUTHWIND DRIVE
 FLORENCE, MA 01067

RED HAND BREWPUB SITE PLAN AT LAKESIDE LANDING 348 BEDFORD STREET LAKEVILLE, MASS.

DATE: AUGUST 29, 2017
 DRAWN BY: J.S. CHECKED BY: J.S.
 SCALE: 1" = 40'
 SHEET NO. 1 OF 1
 05-3900

ASSAWOMPSETT POND

BEDFORD STREET
 (PUBLIC-VARIABLE WIDTH-1985 ALTERNATION L.O.#7238)



**MAP 57 BLOCK 1
 PARCEL 4
 348 BEDFORD STREET
 0.24 ACRES ±
 10,445 S.F. ±**

THESE ARE THE ONLY REMAINS OF THE FLOOR PLAN FOR THIS BUILDING. THE REMAINS OF THE FLOOR PLAN, INCLUDING LAYOUT AND FINISHES, ARE TO BE USED TO RECONSTRUCT THE BUILDING TO THE ORIGINAL DESIGN.

EXISTING PARKING SUMMARY

PARKING SUMMARY FOR "SITE LAYOUT PLAN, FURNISHING, SERVICES BLDG, LAKESIDE LANDING/LAKEVILLE, MA, BY PRIME ENGINEERING, INC. DATED SEPTEMBER 16, 1998 & LAST REVISED APRIL 22, 1999":

- EXISTING PLAZA PARKING REQUIRED = (1) SPACE FOR 300 S.F. GROSS AREA X 22,000 S.F. = 76 SPACES
- PROPOSED BANK PARKING REQUIRED = (1) SPACE FOR 150 S.F. GROSS AREA X 1 PER EMPLOYEE = (2400 S.F./150) + 8 EMPLOYEES = 24 SPACES
- TOTAL PARKING PROVIDED = 100 SPACES PER BANK SITE PLAN

PROPOSED PARKING SUMMARY

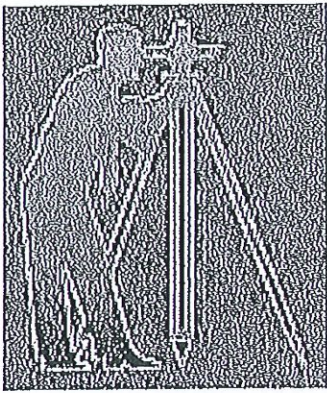
- USE SAME PLAZA PARKING REQUIREMENT AS 1998-99 BANK SITE PLAN: (1) SPACE FOR 300 S.F. GROSS AREA X 22,000 S.F. = 76 SPACES REQUIRED
- INDOOR PLAZA SEATING (AS SEATED FROM SATELLITE PHOTOGRAPHY) REQUIRED = (1) SPACE/EMPLOYEE X 3 EMPLOYEES X 3 BANQUETS = 27 SPACES
- TOTAL PARKING REQUIRED = 103 SPACES
- PARKING SPACES TO BE PROVIDED: (76) AT OUTDOOR VENUE, (27) AT INDOR PLAZA SEATING. TOTAL PROVIDED = 103 SPACES
- REQUIRES 5 HANDICAPPED SPACES AS REQUIRED PER DOT DM 262.

**MAP 57 BLOCK 1
 350 BEDFORD STREET
 136,257 S.F. ±**

PROPOSED BENCH MARK AT CORNER OF SHAWA & BRIAN CORRELL LAKESIDE LANDING/LAKEVILLE, MA. BY PRIME ENGINEERING, INC. DATED SEPTEMBER 16, 1998 & LAST REVISED APRIL 22, 1999.



MADE AND REPRODUCED BY: SHAWA & BRIAN CORRELL, MAP 57 LOT 1-4



Michael J. Koska & Associates, Inc.
 Civil Engineers & Land Surveyors
 98 Broad Street, P.O. Box 262
 Bridgewater, MA 02324

Phone # (508) 697-7400
 Fax # (508) 697-1650

RECEIVED

SEP 15 2022

#3

LAKEVILLE
 BOARD OF HEALTH

SEPT. 15, 2022

SUBJECT: APPLICATION OF MICHAEL AND ELAINE REILLY
 2 MAYFLOWER ROAD LAKEVILLE TO UPGRADE
 TITLE 5 SYSTEM WITH WAIVER REQUESTS

NOTICE OF PUBLIC HEARING: OCTOBER 5, 2022 (WED.)
 AT 6:00PM, LAKEVILLE POLICE STA-
 TION, BEDFORD ST (RTE 18) LAKEVILLE
 WITH BOARD OF HEALTH.

DEAR ABUTTER:

MICHAEL AND ELAINE REILLY OF 2 MAYFLOWER
 ROAD, LAKEVILLE WISH TO UPGRADE THE CURRENT
 SUBSURFACE DISPOSAL SYSTEM WITH A 600
 GALLON PER DAY DE-NITRIFICATION UNIT USING
 A SINGULAIR MODEL 960 WITH TOTAL NITROGEN
 TREATMENT (TNT) WITH 13 C-100 CONTACTORS
 BEDDED IN STONE FOR H₂O LOADING.

THE FOLLOWING WAIVERS REQUESTS ARE NOTED
 ON THE PLANS DATED 9/9/22 SHEET 1 OF 1

- SYSTEM 6' FROM NORTH PROPERTY LINE (MIN. 10')
 PROPERTY OF BRIAN AND MICHELLE TURGEON
 32 BLISS ROAD
- SYSTEM 4' FROM MAYFLOWER ROAD (MIN 10')
 PROPERTY OF MICHAEL AND ELAINE REILLY, ALSO
 EXISTING WELL TO PROPOSED SYSTEM 6' (MIN. 10')
- PROPOSED SYSTEM 95' (100' MIN) PROPERTY OF
 BRIAN AND MICHELLE TURGEON 32 BLISS ROAD.
- PROPOSED SYSTEM 96' (100' MIN.) #1 MAYFLOWER ROAD
 PROPERTY OF RHIANNON JACKSON AND JOSHUA ROBBIN
- PROPOSED SYSTEM 98' (100' MIN.) #26 CHURCHILL RD.
 PROPERTY OF WILLIAM J. HOEFFLER.

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

LAKEVILLE 0324 05

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$1.68

Total Postage and Fees \$8.93

Sent To MICHAEL ANDERLINE DEWY
 Street and Apt. No., or PO Box No. 2 HATFLOWER ROAD
 City, State, ZIP+4® LAKEVILLE, MA 02347

PS Form 3800, April 2015 PSN 7530-0200-9047 See Reverse for Instructions

7020 2450 0000 1573 3693

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LAKEVILLE 0324 05

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Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$1.68

Total Postage and Fees \$8.93

Sent To WILLIAM J. HOEPFEL
 Street and Apt. No., or PO Box No. 26 CATHARTIC ROAD
 City, State, ZIP+4® LAKEVILLE, MA 02347

PS Form 3800, April 2015 PSN 7530-0200-9047 See Reverse for Instructions

7020 2450 0000 1573 3693

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Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$1.68

Total Postage and Fees \$8.93

Sent To RICHARD STOKSON & JOSHUA THOMAS
 Street and Apt. No., or PO Box No. 2 HATFLOWER ROAD
 City, State, ZIP+4® LAKEVILLE, MA 02347

PS Form 3800, April 2015 PSN 7530-0200-9047 See Reverse for Instructions

7020 2450 0000 1573 3693

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Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$1.68

Total Postage and Fees \$8.93

Sent To PHILIP AND MICHAEL WILSON
 Street and Apt. No., or PO Box No. 32 BISS ROAD
 City, State, ZIP+4® LAKEVILLE, MA 02347

PS Form 3800, April 2015 PSN 7530-0200-9047 See Reverse for Instructions

7020 2450 0000 1573 3670

RECEIVED
 SEP 15 2022
 LAKEVILLE
 BOARD OF HEALTH



#4

Form 9A – Application for Local Upgrade Approval

DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with your local Board of Health to determine the form they use.

Form 9A is to be submitted to the Local Board of Health for the upgrade of a failed or nonconforming septic system with a design flow of less than 10,000 gpd, where full compliance, as defined in 310 CMR 15.404(1), is not feasible.

System upgrades that cannot be performed in accordance with 310 CMR 15.404 and 15.405, or in full compliance with the requirements of 310 CMR 15.000, require a variance pursuant to 310 CMR 15.410 through 15.415.

NOTE: Local upgrade approval shall not be granted for an upgrade proposal that includes the addition of a new design flow to a cesspool or privy, or the addition of a new design flow above the existing approved capacity of an on-site system constructed in accordance with either the 1978 Code or 310 CMR 15.000.

A. Facility Information

RECEIVED
SEP 30 2022
BOARD OF HEALTH

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. Facility Name and Address:

Residential Dwelling

Name

17 Baker Lane

Street Address

Lakeville

City/Town

MA

State

02347

Zip Code

2. Owner Name and Address (if different from above):

Stephen & Laura Stanley

Name

17 Baker Lane

Street Address

Lakeville

City/Town

MA

State

02347

Zip Code

Telephone Number

3. Type of Facility (check all that apply):

- Residential
- Institutional
- Commercial
- School

4. Describe Facility:

Replacement of an existing, failed septic system.

5. Type of Existing System:

- Privy
- Cesspool(s)
- Conventional
- Other (describe below):

6. Type of soil absorption system (trenches, chambers, leach field, pits, etc):

Quick 4 standard infiltration chambers in bed configuration.

REVISED

FILE COPY



Form 9A – Application for Local Upgrade Approval

DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with your local Board of Health to determine the form they use.

A. Facility Information (continued)

7. Design Flow per 310 CMR 15.203:

Design flow of existing system:	440	_____
	gpd	
Design flow of proposed upgraded system	440	_____
	gpd	
Design flow of facility:	440	_____
	gpd	

B. Proposed Upgrade of System

1. Proposed upgrade is (check one):

Voluntary Required by order, letter, etc. (attach copy)

Required following inspection pursuant to 310 CMR 15.301: 5/12/2022
date of inspection

2. Describe the proposed upgrade to the system:

Replace the failed septic system w/ proposed system consisting of a 1,500-gallon septic tank, 1,000 pump chamber, D-box, and SAS (Quick 4 Infiltrator Chambers in Bed configuration).

3. Local Upgrade Approval is requested for (check all that apply):

Reduction in setback(s) – describe reductions:

A local upgrade approval from Section 310 CMR 15.211 of Title V which requires the septic tank to be 200' away from a tributary to a surface water supply. A reduction from 200' to 51' is requested. A local upgrade approval from Section 310 CMR 15.211 of Title V which requires the Soil Absorption System to be 200' away from a tributary to a surface water supply. A reduction from 200' to 65' is requested.

Reduction in SAS area of up to 25%: _____ _____
SAS size, sq. ft. % reduction

Reduction in separation between the SAS and high groundwater:

Separation reduction _____
ft.

Percolation rate _____
min./inch

Depth to groundwater _____
ft.



Form 9A – Application for Local Upgrade Approval

DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with your local Board of Health to determine the form they use.

B. Proposed Upgrade of System (continued)

Relocation of water supply well (explain):

Reduction of 12-inch separation between inlet and outlet tees and high groundwater

Use of only one deep hole in proposed disposal area

Use of a sieve analysis as a substitute for a perc test

Other requirements of 310 CMR 15.000 that cannot be met – describe and specify sections of the Code:

If the proposed upgrade involves a reduction in the required separation between the bottom of the soil absorption system and the high groundwater elevation, an Approved Soil Evaluator must determine the high groundwater elevation pursuant to 310 CMR 15.405(1)(h)(1). ***The soil evaluator must be a member or agent of the local approving authority.***

High groundwater evaluation determined by:

Bill Kenney, S.E. # 14035

Evaluator's Name (type or print)

Signature

8/24/2022

Date of evaluation

C. Explanation

Explain why full compliance, as defined in 310 CMR 15.404(1), is not feasible. (Each section must be completed)

1. An upgraded system in full compliance with 310 CMR 15.000 is not feasible:

2. An alternative system approved pursuant to 310 CMR 15.283 to 15.288 is not feasible:



Form 9A – Application for Local Upgrade Approval

DEP has provided this form for use by local Boards of Health. Other forms may be used, but the information must be substantially the same as that provided here. Before using this form, check with your local Board of Health to determine the form they use.

C. Explanation (continued)

3. A shared system is not feasible:
N/A

4. Connection to a public sewer is not feasible:
There is no public sewer within the vicinity of the subject property.

5. The Application for Local Upgrade Approval must be accompanied by all of the following (check the appropriate boxes):

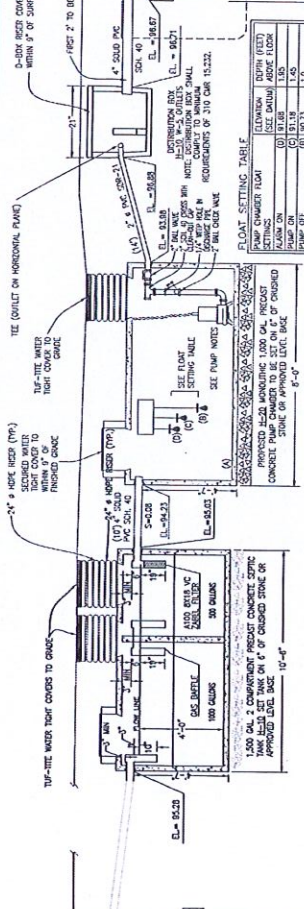
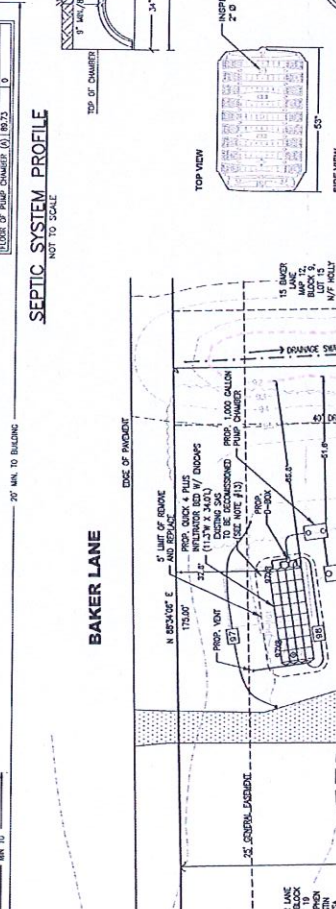
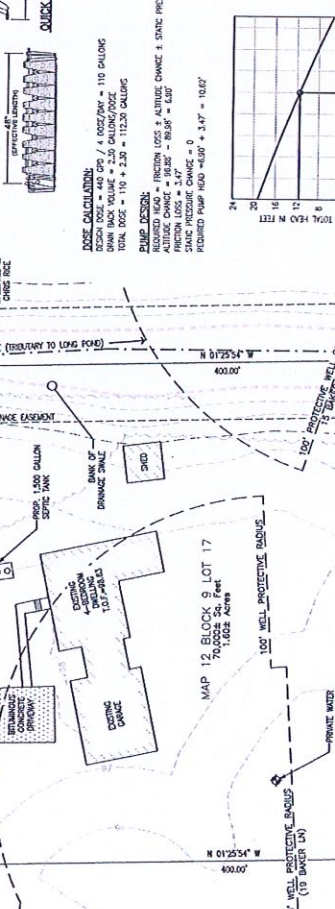
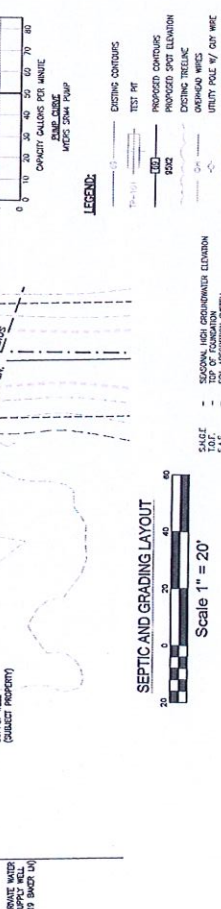
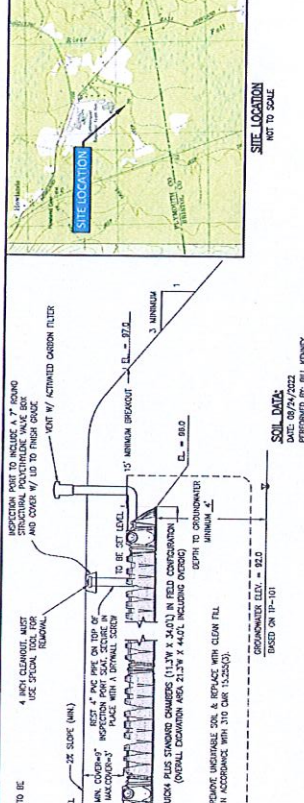
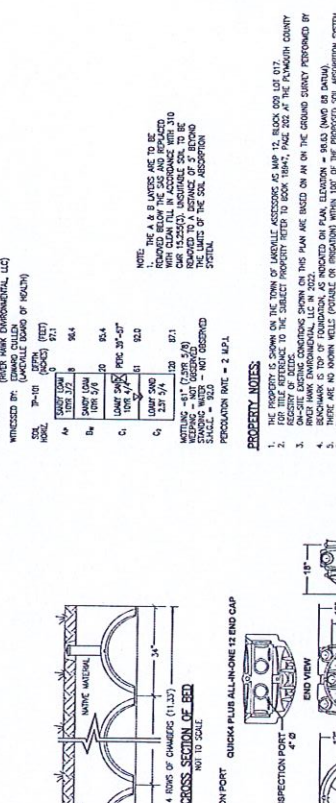
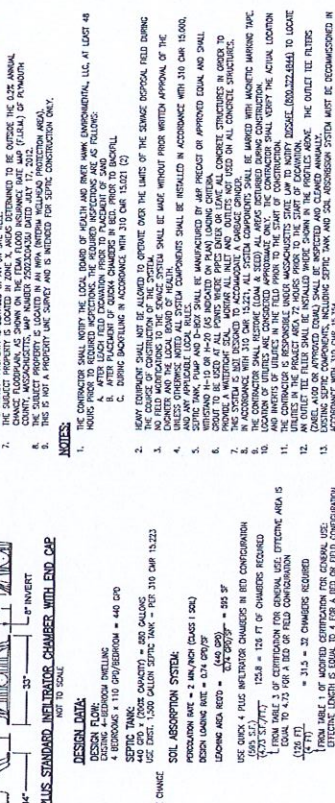
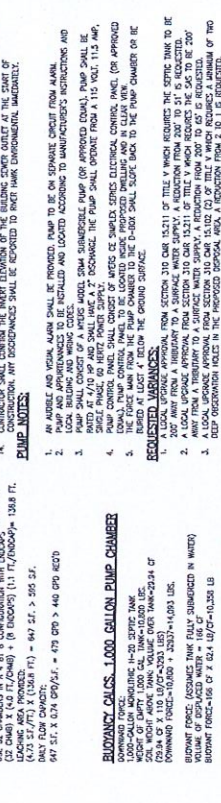
- Application for Disposal System Construction Permit
- Complete plans and specifications
- Site evaluation forms
- A list of abutters affected by reduced setbacks to private water supply wells or property lines. Provide proof that affected abutters have been notified pursuant to 310 CMR 15.405(2).
- Other (List):

D. Certification

"I, the facility owner, certify under penalty of law that this document and all attachments, to the best of my knowledge and belief, are true, accurate, and complete. I am aware that there may be significant consequences for submitting false information, including, but not limited to, penalties or fine and/or imprisonment for deliberate violations."

Facility Owner's Signature
Stephen Stanley
Print Name
River Hawk Environmental, LLC
Name of Preparer
2183 Ocean Street
Preparer's address
MA 02050
State/ZIP Code

Date
9/20/2022
Date
Marshfield
City/Town
(781) 536-4639
Telephone



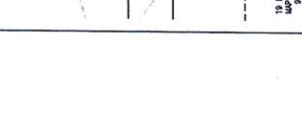
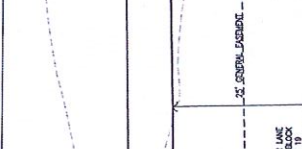
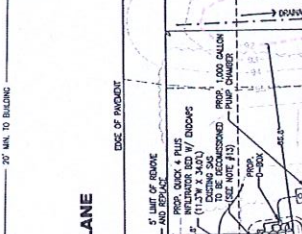
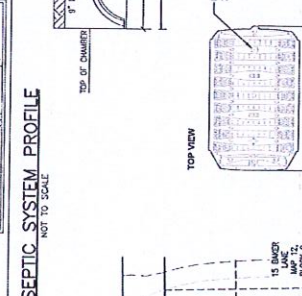
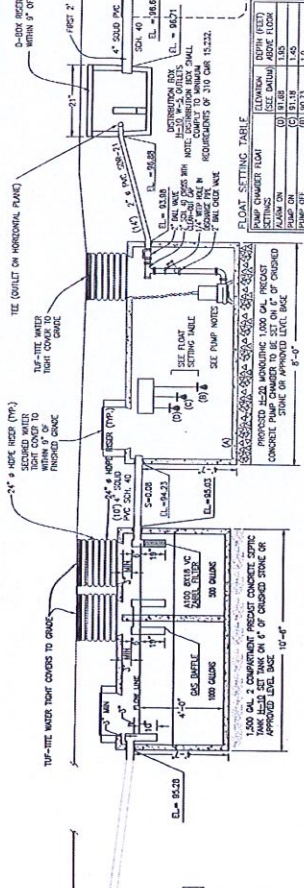
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1	4" SCHED 40 PIPE	120	FT	
2	4" SCHED 40 FITTING	10	PCS	
3	4" SCHED 40 VALVE	2	PCS	
4	4" SCHED 40 ELBOW	4	PCS	
5	4" SCHED 40 TEE	2	PCS	
6	4" SCHED 40 CROSS	1	PCS	
7	4" SCHED 40 END CAP	2	PCS	
8	4" SCHED 40 FLANGE	2	PCS	
9	4" SCHED 40 GASKET	2	PCS	
10	4" SCHED 40 BUSHING	2	PCS	
11	4" SCHED 40 REDUCER	2	PCS	
12	4" SCHED 40 NIPPLE	2	PCS	
13	4" SCHED 40 UNION	2	PCS	
14	4" SCHED 40 COUPLER	2	PCS	
15	4" SCHED 40 WELDED END FITTING	2	PCS	
16	4" SCHED 40 WELDED END FITTING	2	PCS	
17	4" SCHED 40 WELDED END FITTING	2	PCS	
18	4" SCHED 40 WELDED END FITTING	2	PCS	
19	4" SCHED 40 WELDED END FITTING	2	PCS	
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19	4" SCHED 40 WELDED END FITTING	2	PCS	
20	4" SCHED 40 WELDED END FITTING	2	PCS	



No. _____

FEE \$300
OK # 4143

COMMONWEALTH OF MASSACHUSETTS

Board of Health, Lakeville, MA.

APPLICATION FOR DISPOSAL SYSTEM CONSTRUCTION PERMIT

#5

Application for a Permit to Construct Repair () Upgrade () Abandon () - Complete System Individual Components

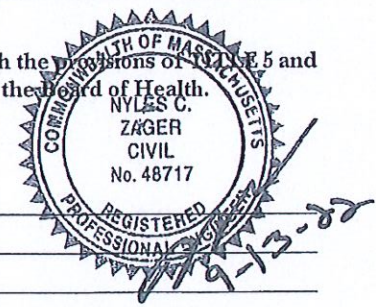
Location <u>7 Azalea St.</u>	Owner's Name <u>VR Logan</u>
Map/Parcel# <u>42</u>	Address <u>113 E. Brook St</u>
Lot# <u>12 - 24</u>	Telephone# <u>Dixfield MA 02316</u>
Installer's Name	Designer's Name <u>Zenith Cons. Eng. LLC</u>
Address	Address <u>3 Main St. Lakeville, MA</u>
Telephone#	Telephone# <u>(508) 947-4808</u>

Type of Building Residential - SF Lot Size 10,361 sq. ft.
 Dwelling - No. of Bedrooms 3 Garbage grinder () No
 Other - Type of Building MIA No. of persons _____ Showers (), Cafeteria ()
 Other Fixtures _____
 Design Flow (min. required) 330 gpd Calculated design flow 330 Design flow provided 356 gpd
 Plan: Date 7-10-22 Number of sheets 1 Revision Date _____
 Title Subsurface Sewage Disposal System
 Description of Soil(s) Loamy Sand
 Soil Evaluator Form No. _____ Name of Soil Evaluator Will Connolly Date of Evaluation 8-8-22

DESCRIPTION OF REPAIRS OR ALTERATIONS _____

The undersigned agrees to install the above described Individual Sewage Disposal System in accordance with the provisions of Title 5 and further agrees to not to place the system in operation until a Certificate of Compliance has been issued by the Board of Health.

Signed _____ Date _____



Inspections _____

No. _____

COMMONWEALTH OF MASSACHUSETTS

FEE _____

Board of Health, _____, MA.

CERTIFICATE OF COMPLIANCE

Description of Work: Individual Component(s) Complete System

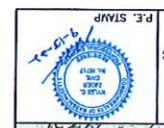
The undersigned hereby certify that the Sewage Disposal System; Constructed (), Repaired (), Upgraded (), Abandoned ()

by: _____
at _____

has been installed in accordance with the provisions of 310 CMR 15.00 (Title 5) and the approved design plans/as-built plans relating to application No. _____, dated _____, Approved Design Flow _____ (gpd)

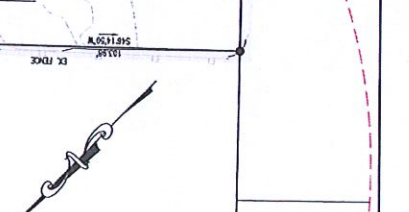
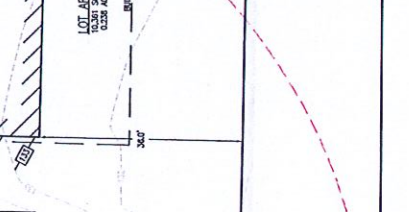
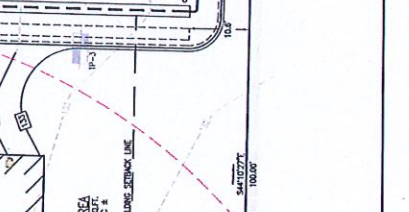
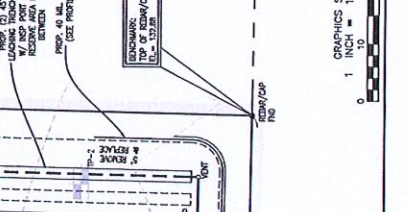
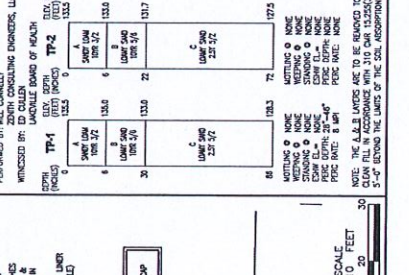
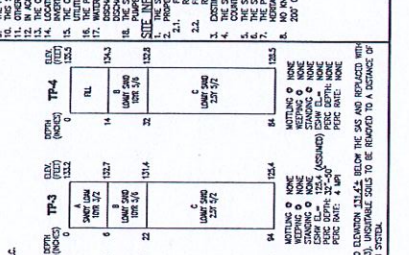
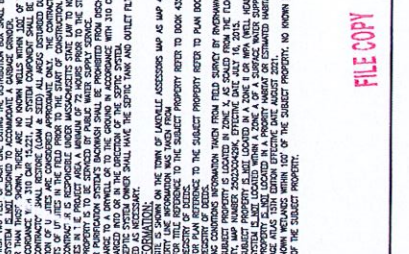
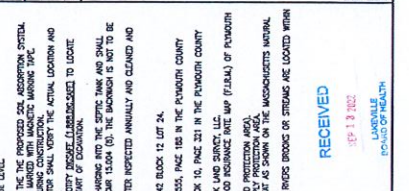
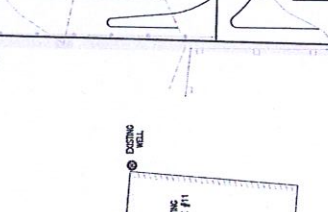
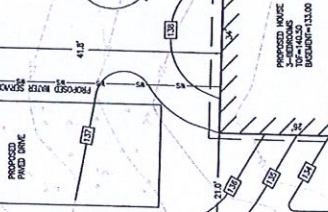
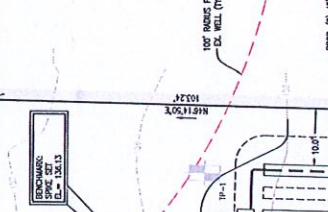
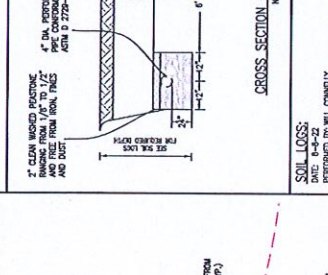
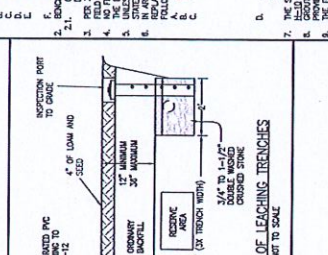
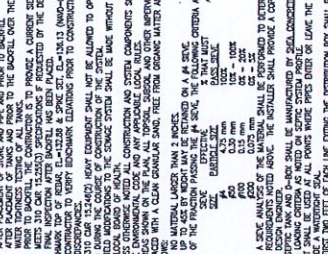
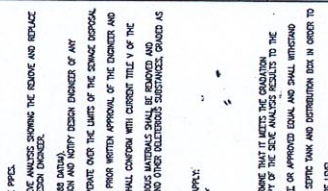
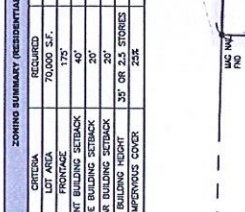
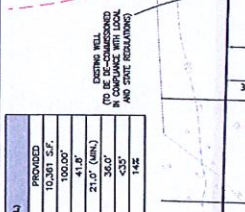
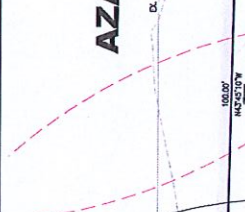
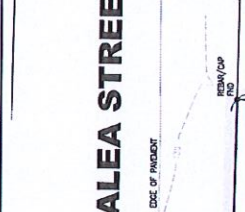
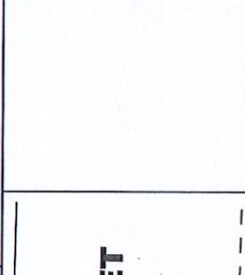
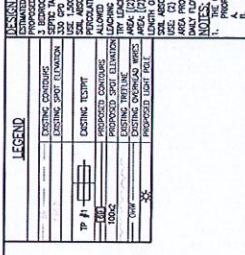
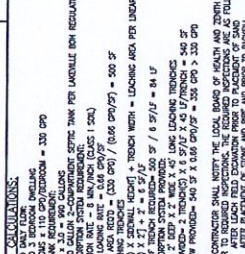
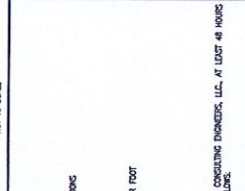
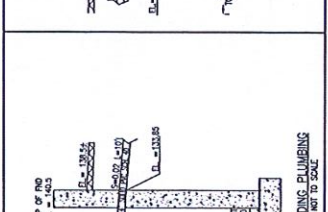
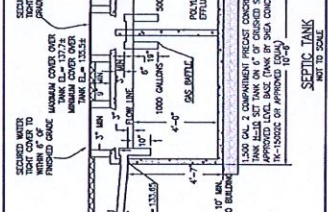
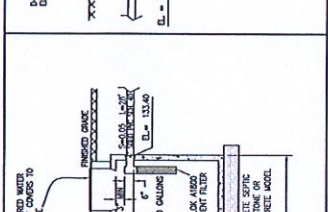
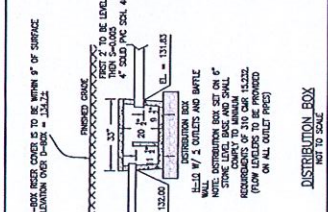
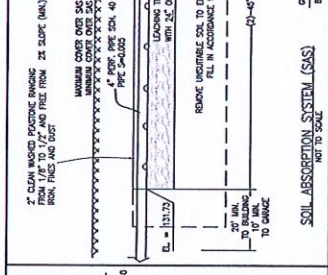
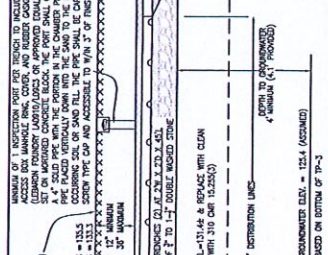
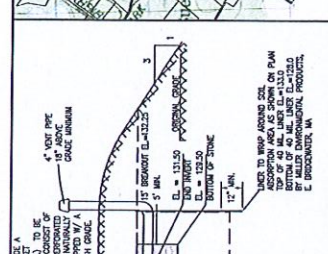
Installer _____
Designer: _____ Inspector: _____ Date: _____

The issuance of this permit shall not be construed as a guarantee that the system will function as designed.



ZCE
 3 MAIN STREET LAKEVILLE, MA 02347
 PHONE: (508) 947-4208

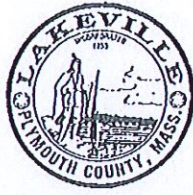
REV	DATE	DESCRIPTION
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2	8-10-22	ISSUE FOR PERMIT
3	8-10-22	ISSUE FOR PERMIT
4	8-10-22	ISSUE FOR PERMIT
5	8-10-22	ISSUE FOR PERMIT
6	8-10-22	ISSUE FOR PERMIT
7	8-10-22	ISSUE FOR PERMIT
8	8-10-22	ISSUE FOR PERMIT
9	8-10-22	ISSUE FOR PERMIT
10	8-10-22	ISSUE FOR PERMIT



RECEIVED
 LAKEVILLE
 FILE COPY

3 MAIN STREET LAKEVILLE, MA 02347
 PHONE: (508) 947-4208

#6



Town of Lakeville
Initial Septic Repair Costs

Homeowner:	Stephen M. and Jennifer L. Coache
Address:	7 Charbonneau Ave.
Loan Number:	22-100

Based upon the best estimate for repairs, replacement or upgrade to the septic system located at the above address, the following costs are initially authorized as a commitment for the betterment loan.

Engineering	\$ 2,038.60
General Construction	\$22,115.00
Recording Fees (KP Law, P.C. Betterment Recording)	\$ 470.00
Contingency 20% (any unexpected costs)	\$ 4,924.00
Total Initial Loan	\$29,547.60

For the Town:

Signed: _____
Christopher Spratt- Chairman

Signed: _____
Homeowner

Signed: _____
Derek Maxim - Member

Signed: _____
Homeowner

Signed: _____
Robert Poillucci -Member

Date: _____

Date: _____

Note: Attach to Betterment Agreement

Betterment Agreement "B"

This Agreement is entered into by and between Lakeville (the "Town"), by its Board of Health and Treasurer, and Stephen M. and Jennifer L. Coache (the "Owners") this 5th day of October, 2022.

WHEREAS, the Owner owns residential property, including improvements thereon, known as and numbered 7 Charbonneau Avenue, Lakeville, Massachusetts, 02347 (Assessors' Map 036, Block 002, Lot 012) and described in a deed dated November 7, 2017 and recorded with the Plymouth County Registry of Deeds in Book 49150, Page 230, [filed as Document No. n/a with the Plymouth County Registry District of the Land Court] (the "Property"); and

WHEREAS, the Owner has petitioned the Town to make findings pursuant to M.G.L.c. 111; and

WHEREAS, the Board of Health has made findings, pursuant to M.G.L.c. 111, that the on-site subsurface sewage disposal system serving the Property (the "Failed System"), exhibits one or more of the failure criteria set forth in Title 5 of the State Environmental Code, 310 CMR 15.000 ("Title 5"), such findings being made by the Board of Health prior to, or during the course of proceedings conducted pursuant to M.G.L. c. 111, §127B; and

WHEREAS, the Board of Health has adopted an Order requiring the Owner to repair, replace or upgrade the Failed System to comply with the requirements of said Title 5; and

WHEREAS, the Owner has, pursuant to M.G.L. c. 111, §127B1/2, applied to the Town for financial assistance to repair, replace and/or upgrade the Failed System; and

WHEREAS, the Town intends to provide financial assistance to the Owner in the form of a Betterment Agreement made pursuant to said M.G.L. c. 111, §127B1/2; and

WHEREAS, the parties intend by this Betterment Agreement to cause the repair, replacement and/or upgrade the Failed System to comply with Title 5 and other applicable public health and environmental laws and to complete other work directly or indirectly related thereto (the "Project" as described in Paragraph 4 hereof); and

WHEREAS, the parties intend to have the Project performed by one or more persons under contract to complete the Project (the "Contractor(s)"); and

WHEREAS, the public purpose of the Project is to protect the public health, safety, welfare and the environment by the repair, replacement and/or upgrade of the Failed System.

NOW THEREFORE, the parties, for and in consideration of mutual covenants and other good and valuable consideration, do hereby agree to the terms of this Agreement, as set forth below.

1. The Agreement

The Town hereby agrees to provide financial assistance in an amount up to \$ 29,547.60 to be advanced from time to time by the Town to the Owner pursuant to the terms of this Agreement. The Owner promises to repay, with interest as set forth herein, all sums provided to Owner by the Town. Following notice to the Owner by the Town collector of taxes of the amount of the betterment assessment, an amortization schedule shall be developed and incorporated as an attachment to this Agreement*.

Interest on the amounts advanced by the Town to Owner shall be computed annually at the rate of **five percent (5 %) per anum** on the outstanding principal balance, accruing from the 30th day after the Town Assessor commits the betterment assessment to the Town's Collector of Taxes. The amount to be repaid shall be included on and paid with the (quarterly, semi-annual, annual) municipal tax bill. Interest amounts due prior to the inclusion of amounts due hereunder on the tax bill shall be paid pursuant to an interim bill.

The first payment due to the Town by Owner if not prior paid, shall be due and payable **February 1, 2023**, and payments will be made in accordance with attached amortization schedule.

Prepayment in full or in part of all amounts advanced hereunder may be made by the Owner without penalty.

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Agreement may only be amended or modified by a written modification.

2. Installment Payments

The Town shall make advances of funds to Owner and Contractor, pursuant to the terms of this Agreement, from time to time to pay for the Project. Such advances shall be made solely for the purposes set forth in this Agreement.

*In cases where the final amount of the betterment has been definitely established at the signing of the Betterment Agreement, the amortization schedule should be developed and incorporated into the Betterment Agreement at the outset.

The obligation of the Town to advance all or any part of the financial assistance for repair, replacement and/or upgrade of the Failed System is subject to the following:

(A) Inspection of the Failed System by a representative of Board of Health or by a DEP Certified Septic System Inspector, as deemed necessary by the Board of Health.

(B) Submission by Owner or Contractor on behalf of the Owner of plans approved by the Board of Health for the Project. In the event Owner seeks an installment payment to pay for field work and preparation of plans for the Project, Owner shall (i) solicit a bid or bids for the necessary field work and plan preparation from registered professional engineers or registered sanitarians, (ii) shall submit documentation of these bids to Town and (iii) specify Owner's choice of an engineer or sanitarian. The Board of Health may approve an installment payment not to exceed the amount of the selected bid. An installment payment for field work and plan preparation shall be made by check payable jointly to Owner and the engineer or sanitarian and shall be payable upon presentation and approval of the selected bid.

(C) Submission to Board of Health by Owner of the bid or bids for the Project in accordance with the plans from licensed (including, but not limited to, a Disposal System Installer's Permit), insured, septic system contractors, which bids shall contain detailed breakdowns of the cost of the Project by tasks;

(D) Confirmation by Board of Health that the contractor for the construction of the Project (the "Contractor") selected by Owner has a valid Disposal System Installer's Permit in effect for the time period covering the System upgrade financed under this Betterment Agreement;

(E) Review by Board of Health of a Project Budget based on the bid submitted by the Contractor;

(F) Execution of a construction contract between the Owner and the Contractor pursuant to the plans and specifications which have been previously approved by the Board of Health;

(G) Issuance by the Board of Health of a Disposal System Construction Permit with respect to the Project.

3. Conditions for Payment

Installment payments of the financial assistance are to be made by the Town under the following conditions:

(A) An installment payment for field work and preparation of plans shall be made to the Owner and engineer or sanitarian in accordance with Subsection (B) of Section 2.

(B) A reasonable time before the date on which any other installment payment is requested to be made, the Contractor shall give notice to Owner and Town specifying the total installment payment requested. Such notice shall consist of a detailed request describing the value of the completed items of work. The amount of the request shall equal the amount of the requested installment. The request shall be accompanied by a sworn certificate of the Contractor that all suppliers, subcontractors and employees have been paid for prior work on the Project. The Town may request the Owner to provide further documentation in support of a request for an installment payment. Upon approval of any requested installment payment, the City/Town shall issue a check payable jointly to Owner and Contractor, which check shall be forwarded by Town to Owner.

(C) Town may require as a condition of any installment payment that Owner submit satisfactory evidence that there are sufficient remaining funds to pay for completion of the Project in accordance with the approved plans.

(D) Prior to making an installment payment, the Board of Health may cause the Project to be inspected to verify that the work items described in the request have been actually completed. In any case, the Contractor shall provide verification that the work referred to in the installment request has been completed in accordance with the approved plans.

(E) Prior to paying the final installment, the Contractor shall provide verification that all work has been completed in accordance with the approved plans, a sworn certificate that all suppliers, subcontractors and employees have been paid for work on or materials supplied for the Project and the Board of Health shall have issued a Certificate of Compliance for the Project.

4. Scope of Work for Project

The Owner and the Contractor, pursuant to the Disposal System Construction Permit issued by the Board of Health, shall determine the Scope of the Work necessary to bring the Failed System into compliance with Title 5. Such Scope of Work may include, but not be limited to:

- (a) performing soil and percolation tests and other necessary site analyses;
- (b) specification of the Failed System components to be repaired, replaced and/or upgraded;
- (c) design of the System or components thereof to be repaired, replaced and/or upgraded;
- (d) obtaining all applicable federal, state and local permits and approvals required to complete the Work;

- (e) seeking bids and awarding contracts for assessment, design, consulting and construction work and materials in accordance with applicable laws, regulations and requirements;
- (f) minimizing any disruption of utility service, and reasonably restoring the Property to as near its original condition as practicable; and
- (g) engaging such other services and procuring such other materials as shall be reasonably necessary to complete the Project in a good and workmanlike manner.

All such Work shall be performed pursuant to written contracts and agreements, copies of which shall be incorporated by reference into this Agreement.

5. Town's Right to Inspect

The Owner agrees to allow the Town, including its Board of Health, Health Agent and other officials, employees and agents to enter onto the Property, as is reasonably necessary and upon reasonable notice, to test, examine and inspect the Project to verify the completion and adequacy of the Work.

6. Covenant Not To Sue

The Owner covenants and agrees not to sue the Town for any claims of damage to or loss of property of the Owner or others, or for breach of warranty regarding the performance or condition of the Project, or for injury, illness or death arising out of the performance of any contractors or agents engaged to perform the Work. This Covenant Not To Sue provision shall have no application to causes of action which may have arisen prior to the execution of this Agreement, or to causes of action that are unrelated to this Agreement, or to causes of action against any person or entity other than the Town.

7. Owner's Representations And Warranties To The Town

The Owner represents and warrants to the Town that:

- (A) Financial Information: The Borrower's Affidavit furnished to Town by the Owner is accurate and complete;
- (B) Title: The Owner has good record title to the Property, subject only to the Encumbrances of Record;
- (C) Permits and Compliance With Law: The Owner has obtained or will obtain all necessary governmental permits for the Project. The On-Site Sewage Disposal System for the dwelling on the Property, after completion of the Project, will comply with all applicable laws, regulations, codes and ordinances, including but not limited to Title 5; and
- (D) Insurance: The Owner and Contractor have procured or will procure insurance in such forms and in such amounts as shall be satisfactory to the Town. Certificates of Insurance shall be attached as Exhibits to this Agreement.

Each of the foregoing representations and warranties in this section shall remain in force until the financial assistance is repaid in full. The Owner shall indemnify and hold harmless the Town from and against loss, expense, or liability (including costs of defending any claim), directly or indirectly from the falsity, inaccuracy, or breach of any of the above representations and warranties.

8. Owner's Obligations

During the term of this Betterment Agreement, the Owner agrees that the Owner shall comply with all of the terms and conditions of this and any related agreement and that the Owner shall:

(A) Completion of Project - Cause the Project to be promptly completed in a manner in accordance with the approved plans and with the Project Budget and in compliance with all applicable laws, regulations, codes and ordinances and notify Town when the Project is complete.

(B) Records and Cooperation With Town - Keep complete records relating to the Project, which records shall be available for inspection and copying by the Town, and cooperate fully with any audit of the Project if so requested by Town.

(C) Performance of Other Obligations - Perform all the Owner's obligations and agreements under any present or future Mortgage or other Covenant or Agreement which encumbers the Property.

(D) Use of Financial Assistance - The financial assistance is provided for the public purpose of protecting the public health, safety, welfare and the environment. The Owner shall use the proceeds of the financial assistance solely for costs included in the Project Budget and ensure that the proceeds are not used for any other purpose.

9. Events of Default

The Owner shall be in default under this Agreement upon the occurrence of any one or more of the following events:

(A) Sale, Transfer or Assignment Without Approval - The Owner assigns or transfers any money advanced or to be advanced hereunder to any person or entity not approved by Town.

(B) Cessation of Construction - The Owner or Contractor ceases construction of the Project for more than 30 consecutive calendar days. The Board of Health may waive this event of default upon application of the Owner and a demonstration that such cessation occurred because of an Act of God, governmental order or restriction, fire or other casualty, or other causes beyond Owner's reasonable control.

(C) False Representations or Warranties - Any representation or warranty made herein shall prove to be false or inaccurate in any material respect.

(D) Breach of an Obligation - The Owner defaults in the performance of any of Owner's obligations contained herein.

10. Town's Rights on Default

Upon Owner's default, the Town shall have no further obligation to make any further installment payments and all amounts advanced by Town to Owner shall become immediately due and payable.

11. Notice of Betterment Agreement

Upon execution of this Agreement by the Owner and the Town a Notice of this Agreement shall be recorded as a betterment and shall be subject to the provisions of M.G.L.c. 80 relative to apportionment, division, reassessment and collection of assessment, abatement and collection of assets, provided however, that the lien which shall arise pursuant to M.G.L. c. 111, s. 127B 1/2 shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment. The Betterment Lien, if any, shall be deemed to secure all amounts advanced hereunder, together with interest thereon, and shall include costs of collection and reasonable attorney's fees.

12. Improvements to the Property

Any alterations or improvements to the Property resulting from the Project are the property of the Owner, and the Town shall bear no responsibility for the condition of the improvement or its maintenance.

13. Cancellation of the Agreement by the Owner

The Owner may by written notice to the Board of Health and the Treasurer of the Town cancel Owner's further obligations for repayment under this Agreement at any time prior to the end of ten

(10) calendar days following notice in writing to the Town of the Owner's proposed successful construction bid, based on the Owner's evaluation of the proposed scope and cost estimate of the System upgrade derived from the field work, project design and the successful construction bid. However, in the event of such cancellation, the Owner shall remain liable for repayment of all sums advanced by the Town to Owner pursuant to this Agreement. All sums advanced by the Town to Owner shall be repaid with interest and within the term set forth in Paragraph 1 hereof. Upon application of the Owner, the Board of Health may revoke the Order for Improvements, provided however, that Owner shall remain liable to comply with the provisions of Title 5.

14. Personal Obligation of the Owner

In addition to those remedies available to the Town regarding the assessment and collection of betterments, the Owner shall be personally liable for the repayment of the amounts advanced, plus interest thereon and the total direct and indirect costs incurred by the Town in the contemplation and the performance of this Agreement or the Project. After written request of Owner, in connection with the purchase or transfer of the Owner's entire interest in the Property, the Town shall permit the assumption of the personal liability hereunder by said purchaser or transferee and shall release the personal liability of the Owner. The assumption and release of liability hereunder shall be in writing and shall be executed prior to the purchase or transfer by the Owner, the Purchaser or Transferee and the Treasurer of said Town.

15. Notice

Any notice required to be given under this Agreement shall be made in writing and shall be delivered by either in-hand delivery or by prepaid, first class mail.

If notice is made to the Town, it shall be made to:

Town of Lakeville
Board of Health
346 Bedford St.
Lakeville, MA 02347

Notice shall be deemed given on the day it is hand delivered or three (3) days after the date of posting of first class mail.

16. Funding for the Agreement

The obligations of the Town are expressly contingent upon funding. In the event that funding for the Town's obligation is unavailable, upon notice to the Owner, this Agreement may be canceled by the Town and all obligations of the Town shall be null and void.

17. Enforcement of Laws

Nothing in this Agreement shall be deemed to stop or effect a waiver, or otherwise act as a bar or defense, to any legal proceeding by the Town relating to the System or the Property.

18. Severability

In the event that one or more provisions of this Agreement is deemed unenforceable by a court of competent jurisdiction, the Agreement, except as deemed unenforceable, shall remain in full force and effect.

19. Governing Law

This Agreement shall be governed by Massachusetts law.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement as an instrument under seal this 5 day of October, 2022.

Town of Lakeville
By its Board of Health:

Owner: _____

Christopher Spratt – Chairman

Derek Maxim – Member

Robert Poillucci - Member

As to interest rate: **Five (5%) percent**
Town of Lakeville
By its Treasurer:

Approved as to form:

Tax Collector

Town Counsel-KP Law, P.C.

NOTICE OF BETTERMENT AGREEMENT PURSUANT TO G.L. c. 111 s. 127B 1/2
THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF LAKEVILLE
OFFICE OF BOARD OF HEALTH

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY October 5, 2022

NOTICE is hereby provided that the BOARD OF HEALTH of LAKEVILLE on October 7, 2020, made findings pursuant to c. 111 s. 127B ½ and on October 7, 2020, adopted an order for improvements to be made to the on-site wastewater system serving the property described herein.

The property to be benefited is owned by Steven M. Coache and Jennifer L. Coache, has an address 7 Charbonneau Avenue, Lakeville, MA, and is described in a deed recorded with the Plymouth Registry of Deeds in Book 49150, Page 230. Pursuant to said G.L. c. 111 s. 127B 1/2, a Betterment is to be assessed on the Property in an amount to be determined pursuant to the Betterment Agreement of the Owner of the Property and the Board of Health dated October 5, 2022.

BOARD OF HEALTH
TOWN OF LAKEVILLE

Christopher Spratt - Chairman

Derek Maxim - Member

Robert Poillucci - Member

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

On this the _____ day of _____, _____, before me,
Day Month Year

_____, the undersigned Notary Public, personally
Name of Notary

appeared _____,
Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were

_____ to be the person(s) whose name(s) was/were
Description of Evidence of Identity

signed on the preceding document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as members of the Lakeville Board of Health.

Signature of Notary Public

My commission expires: _____

Town of Lakeville
Board of Health
August 3, 2022 6pm



Members present: Chairman Spratt, Member Maxim, Member Poillucci, and Health Agent Ed Cullen.
Chairman Spratt called the meeting to order at 6pm. The meeting was recorded by LakeCam.
This was a joint meeting with the Planning Board and Conservation Commission.

2 Pilgrim Rd. - meet with Zenith Consulting Engineers, LLC to discuss requested local upgrade approvals. Will Connolly from Zenith was present for discussion. This is an 8,000sf lot with a 3-bedroom dwelling and a failed septic. They are requesting a local upgrade from the set-back between the crawl space and proposed septic tank from 10' to 3'. They are also requesting a local upgrade from the crawl space and leaching fields, from the setback between the property line and leaching field, and from the number of deep holes from two to one.

Upon a motion made by Member Poillucci, seconded by Member Maxim, it was:
Voted: to approve the five local upgrade variances requested for 2 Pilgrim Rd.
Unanimous approval.

3 Island View - discuss removal of "seasonal" deed restriction. Agent Cullen said there was a seasonal deed restriction put on the property in 1999 because they had a tight tank. There is no longer a requirement for a seasonal deed restriction. There is an onsite well, and their tight tank is compliant. Member Poillucci asked if they took seasonal off, would they need to add no increase in flow with a two-bedroom restriction. Agent Cullen said that was correct, it's a seasonal restriction and a two-bedroom. You would still have to have a two-bedroom restriction, but you could remove the seasonal part.

Upon a motion made by Member Poillucci, seconded by Member Maxim, it was:
Voted: to remove the "seasonal" restriction off of 3 Island View, leaving the two-bedroom deed restriction.
Unanimous approval.

Joint meeting with the Planning Board, Conservation Commission, and Open Space to discuss the proposed Open Space Residential Development -

Chairman Knox of the Planning Board, called the meeting to order. Present were: Chairman Knox, Michelle MacEachern, Peter Conroy, and Jack Lynch.

Member Knox of the Conservation Commission, called the meeting to order. Present were: Mark Knox, Fred Frodyma, Joe Chamberlain, Josh Faherty, Nancy Yeatts, and John LeBlanc.

Present for Open Space was Fred Frodyma (there was no quorum).

Chairman Spratt said the preliminary meeting regarding the Open Space Residential Development (OSRD) was just one member from each board. He thought that from that meeting, the participants thought this proposed bylaw needed more work. Member Poillucci said he didn't have a problem with open space.

He thought cluster zoning was the only way to get open space without having to get money from the residents. His biggest concern is with the physicality of it; not fitting the way it's drafted. For this to work, it needs to be, everybody's backyard percs, the well goes in the front yard (or vice versa). All it would take is a couple of people that don't get the perc rate and they put their well in the back and the septic in the front, it will block out other septics. He showed a drawing of an OSRD subdivision with well radius'. If there just a couple of people that move their wells, some of the lots won't be able to put in septics anymore. If there was town water, there would be no problem. In some of the town OSRD bylaws he reviewed, they state a public water supply could be put in the open space. Common septic systems could also be used. One potential problem is, some places that have treatment plants, are billing people exorbitant amounts of money. When a common septic or public water supply fail, if everyone has to kick in \$15,000 and some people don't have the money, they are putting the other residents in a bad place because they don't have the money to fix it. The only way the government has gotten around that is with a super lien. If someone doesn't pay their fees or betterment, the bank pays it because they don't want the house to go to foreclosure. The bank pays it and works out an agreement with the homeowner. If these developments are put in a proprietorship, a super lien can be placed on the property. Chairman Spratt said he thinks some of these properties that people would look at doing something like this, may be difficult to begin with going in. He thought of one property that has a ton of ledge. Some of the earlier discussion was about nitrogen loading and keeping agriculture out of the open space because that affects the nitrogen loading. Member Maxim agreed with Member Poillucci. He didn't know how you would do this on a 30,000sf lot without public water or common septic. Some of these subdivisions have underground drainage for the roof drains, which would have to go on the lot, and the separation from that to the septic system, to the house. Some houses might want a swimming pool and they're not going to have the room with a septic and a reserve and drainage on this size lot. Also, anything over a three-bedroom would have to go to DEP for approval because of nitrogen loading, they don't meet it on a 30,000sf lot. Chairman Knox (Planning Board) said that had been crafted in there, that a four-bedroom would be 40,000. He said that Town Planner Marc Resnick said at their last meeting that some of the efforts actually create a few conflicts within the bylaw. Mr. Resnick said he had discussed septic designs with Health Agent Ed Cullen. If they did 10,000sf per bedroom (the smallest house being a three-bedroom) and you would be restricted on the number of bedrooms, 3 for 30,000 and 4 for 40,000. They also had written in that the locations of wells and septics on the definitive plan for the cluster, would have to be approved by the Board of Health so that the right distances are maintained. He said not all the lots are going to be configured perfectly, but not all the lots are going to be 30,000sf minimum, and they'll be odd shapes and they'll be configured partially based on soil conditions. A developer will need to perc all those lots before he gets final approval. If a lot doesn't perc and there's ledge 3' under, he's going to keep going until he finds a place where he can site a system. If a lot isn't good, he'll have to combine it with the next two, split it and get one less on the cluster. Member Poillucci said the first run through, you'd have to have all the wells and all the septic designed so you know it's going to fit. He said there is one town where they have to prove every lot. They put the wells in, prove they have a good well and a septic design. The septic doesn't have to be in, but they have to have a design. That town was allowing a percentage of lots to be done at a time. One town has a 100-foot buffer around all the lots, which gives you a little more room. You couldn't put the septic or well on it, but you could use that land as your radius, as setbacks. If any of those solutions could work, either proving a lot with a well and a septic design, public water supply or shared septic, he would be fine with it. Chairman Spratt said when this originally went before town meeting, it seemed a little rushed and the Board had some questions. He understood the interest in wanting to have something simple, that's understandable, but they don't want to be fixing stuff after the fact. They deal with enough tight stuff, there are certain neighborhoods with 5,000sf lots

and 10,000sf lots and it's a nightmare for the Board. Member Yeatts (Conservation Commission) asked if Chairman Spratt could elaborate a little more about the agriculture part, the nitrogen loading. Chairman Spratt said for example, we have a lot of cranberry bogs in town. Someone may look to do a development next to this. There is already way too much nitrogen sitting in the bog. You're going to add that to all the nitrogen from the houses you're putting in. It doesn't work as far as nitrogen loading. Other agriculture land, if it remains agriculture land, they're going to be adding fertilizer to that too. It doesn't help with the nitrogen loading problems. Pulling agriculture out of that open space part, makes it easier. Chairman Knox (Planning Board) asked if when they speak of nitrogen loading, they're referring to a leaching field and people fertilizing their lawn, all combined. Chairman Spratt said yes, and most of us know that not all that fertilizer is going to stay on the lawn, it's going to the street and running down. Member MacEachern (Planning Board) said when she met with Chairman Spratt, Member Yeatts, and Agent Ed Cullen, they discussed adding some language into the bylaw. They discussed deed restrictions with the 30,000sf lot, State approval and compliance with State code. They added three-bedroom with 30,000sf and four-bedroom with minimum 40,000sf. They also added wording that formal percolation depth to groundwater test shall be conducted on all lots shown on the conventional plan and on the OSRD development area. Member Poillucci said the only way he thought this could work is with town water or shared septic. Chairman Knox (Planning Board) said he believed there were stringent requirements for a public water supply. On top of a 200' radius, it needs to be fenced in so it would rob some of the open space. Agent Cullen said it depends on how much yield. If you had a ten-lot subdivision the fenced area would be Zone-One. It would be pretty small, but if you get a larger 40 or 50 lot, you're going to get a much larger area. The Zone-One does have to be fenced in, but it's also the outer radius which is the interim well head protection area that's even more nitrogen sensitive. It would be great to put in the open space, but it's a radius, so it's tough. You would actually have to go into the open space, put it in the middle and fence it off. You couldn't just put it on the edge because half of that would be in the subdivision. Public water supplies also require a licensed operator. Chairman Knox (Planning Board) said that would require frequent monitoring and testing which would be a perpetual cost to the residents. Member Poillucci said it would be no where near the cost of a treatment plant. There was a discussion about potential options to prove lots with public water or shared septic. Member Poillucci explained that the Middleboro bylaw that leaves 100' around the edge, and the Sherborn bylaw allows for a public water supply to be placed in the open space. Mr. Resnick (Town Planner) said that this is something they should continue to work on. Public water solves a lot of the issues. Member Poillucci said he liked the Middleboro bylaw with an area of the 100' all the way around because you're going to have a ball field with 30,000sf lots. There's not going to be a tree left. Leaving the 100' around the edges is going to help if your wells are in the back, it gives you half the radius. The radius goes from 200' to 100' because you can use the open space. Member Poillucci stressed the fact that without putting in the wells and doing the perc tests, you don't know if it works. So, someone is going to go through the whole process of doing a subdivision and going through all the meetings and start, and then realize it doesn't work. Member Frodyma (Open Space) said he thought they would have to, in order to get approval for this OSRD. Member Poillucci stated that they would need to put in the wells and septic before it gets approved, to prove that it can work. Mr. Resnick (Town Planner) asked if the Board would feel more comfortable if the language were strengthened, beside working on the technical issues that have been discussed in this meeting. Member Poillucci then added that there would need to be a deed restriction that it has to go there. If someone buys a lot and decides they want to build a different house and they want to move things, its no, that's where it's going unless you can come back again and prove. Nate Darling (Building Commissioner) stated that in the past with the Zoning Bylaw Review Committee, this is how they've gotten things done. This is how we do what's right for the Town of Lakeville, we have a discussion and we hash it out. No good idea

is going to be one person's idea. It's going to be a group of people's ideas. He wondered if this could be treated like a definitive subdivision where they can put a covenant on all of the lots; if they didn't release the lots until the Board of Health has approved the lots. There might be a scenario that you don't have to do all of the wells and have them tested and do all the septic systems and have the designs. In a preliminary plan, when you're figuring out how many are going to fit, you have to put the percs on the lots and come up with a number. They do the open space design and you only release those lots once the well is in and tested and the septic system is designed and approved by the Board of Health. He thought it would be incumbent upon the developer to make them work and not on a resident. Do you make a provision to have vacant lots on purpose by design. You could make a utility easement on those lots. If there was an emergency need from a public health perspective, if someone's reserve area didn't work for some reason, you could put a well on that vacant lot. Member Poillucci reiterated that until the wells go in, you don't know if the plan will work. Mr. Resnick said that's why Member Poillucci's point, about the town that did require them to install wells in each section, you know that you're not going to have an issue. Chairman Knox (Planning Board) said they could release five of the lots, don't release the one adjacent to the next grouping of lots. Member Poillucci added, or because those weren't locked in yet and recorded, those other lots, if they had to be bigger to make it work, you still have that ability. Nate Darling (Building Commissioner) asked if in a project like this would you typically see a plan approval and then lots held independently, or would the developer actually be building them to suit? That's the other piece, if you sold a vacant lot, now the buyer has to get a well and septic, and that's a problem. Member Maxim said no developer is going to carry all these lots. There's a different owner and a different developer every third lot. No one talks to each other and everyone's doing their own thing. Member Poillucci didn't think it would be a hardship asking the developer to put in the wells. If anything, it makes them more marketable. If a lot has a well and a septic, or at least a perc, they can sell the lot comfortably and don't have to worry about moving anymore lot lines down the road. Chairman Knox (Planning Board) said that Mr. Resnick (Town Planner) would work on amending the language and circulate the document. It will come back to the Planning Board and if they're satisfied they will send it to the Board of Health for comment. They would like to get it on fall town meeting. Member Yeatts (Conservation Commission) said she would like to discuss the bylaw with her board. She's still not sure how the open space is going to be held. She thought they might need some legal advice on that. She wants to make sure the open space stays open space. It needs to be in perpetuity and there are still some questions surrounding that. Chairman Spratt said they could look into options besides the town or the abutters owning the land. There are some options for outside agencies that maintain stewardship of it. Member Maxim asked Agent Cullen if with all the Zone-A's in town, did he feel the cluster zoning could affect a Zone-A. You need to just be 400' off the pond to get outside the Zone-A. Just beyond that 400', outside the Zone-A, if they put in 30 lots in a small area, would the nitrogen loading affect it? Agent Cullen said yes it would affect it, but it would be legal. You can't build in a Zone-A, but at 401' it's outside the Zone-A. Member Maxim asked if that should be a concern for the Board of Health as far as approving something like this? Agent Cullen answered that it would be a concern, but they could question it during the review. Nate Darling (Building Commissioner) asked if it could be written into the bylaw that it would require advanced treatment for denitrification because of the density. Agent Cullen thought it could be on a case by case basis.

Member Knox (Conservation Commission) closed the Conservation Commission hearing.

Upon a motion made by Member Knox (Conservation Commission), seconded by Member Yeatts (Conservation), it was:

Voted: to adjourn

Unanimous approval. (7:15pm)

Chairman Knox (Planning Board) closed the Planning Board hearing.
Chairman Knox (Planning Board) stepped down to make a motion, seconded by Member Conroy,
it was:

Voted: to adjourn
Unanimous approval (7:15pm)

Discussion on status of Lakeville Hospital - Member Maxim said he asked to put this topic on the agenda. He knew that DEP was in control of clean up, permitting and oversight. He would like an update from DEP as far as where the permits for clean up stand. If there is a date they need to do it by, if there's a date the permits run out, and if they've done any site visits since they've issued the permit. It has been in litigation since approval but he wasn't sure if any site visits had been done to see if anything has deteriorated any further, and if they've done any further inspections on the landfill. He assumed there would be monitoring wells around the landfill and if they are still monitoring it. Agent Cullen said he did reach out to the asbestos person at DEP but didn't know about the landfill. There are monitoring wells, but they were being monitored by the private contractor. He has not received any information on what they're finding in the monitoring wells. There have been site visits, but Agent Cullen wasn't sure when the last visit was. DEP doesn't know what the next step will be. The owner is trying to decide as to where they're going to go, whether it's going forward, appeal, or sell the property as-is. DEP assured Agent Cullen they would try to contact the owners and find out what the next step is, and once DEP knows, they will inform the Board of Health. Chairman Spratt said the building of most concern is the big building in the back. Agent Cullen said DEP is aware of what the status of each building is. Chairman Spratt said the windows in that building are covered up better than the ones you see from the street. Agent Cullen agreed the seven-story building in the back is boarded up better and that's the most concerning building. There are other buildings with open windows, but those buildings are less dangerous from the asbestos. Member Maxim asked if there was a date they need to clean this up by, or does the permit just expire on a certain date. Agent Cullen said he thought they did give them extra time. Rhino wanted to clean it up as soon as possible, but they were stopped because of the litigation. He didn't think they could be penalized because they didn't clean it up, because the litigation stopped them from proceeding.

Betterment loan approval - review and approve betterment loan for 7 Woodview Drive in the amount of \$48,177.23.

Upon a motion made by Member Poillucci, seconded by Member Maxim, it was:
Voted: to approve the betterment loan in the amount of \$48,177.23 for 7 Woodview Drive.
Unanimous approval.

Approval of meeting minutes as typed - June 1, 2022.

Upon a motion made by Member Poillucci, seconded by Member Maxim, it was:
Voted: to approve the June 1, 2022 meeting minutes as typed.
Unanimous approval.

Covid 19 update: Agent Cullen said there are still a lot of Covid cases out there. They're not really being recorded because most people are testing at home. There have been strong indications that there are a lot of cases out there. One thing that really is not going up a lot is the deaths. People are getting the

message that there is treatment out there and that people that are at high risk need to contact their doctor quickly so they can get the proper medication. There are a lot of treatments out there that can both keep them alive and keep them out of the hospital. That seems to be working. Hospitalizations have increased somewhat, but the deaths have pretty much remained steady.

Adjournment - (7:25pm)

Upon a motion made by Member Poillucci, seconded by Member Maxim, it was:

Voted: to adjourn.

Unanimous approval.