

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

Lakeville Police Station – 323 Bedford Street
November 22, 2022 – 5:30 PM

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

1. Select Board Announcements
2. Town Administrator Announcements
3. Reorganization of the Select Board
4. Discuss and vote to appoint a Select Board Member to the Regional Finance Committee
5. Discuss and vote to a appoint a Select Board Member to the Capital Expenditure Committee
6. 6:00 PM Public Hearing – Request for New General On Premises All Alcoholic Beverages License – 348 Bedford Street – Red Hand Brewing Company, Inc.
7. Approval of FY24 Budget Calendar and budget outlook
8. Discuss and possible vote to approve additional vacation time and vehicle allowance for Facilities Manager
9. Discuss and possible vote to appoint Lori Fahey as Council on Aging Director
10. Discuss and possible vote to approve request from Department of Public Works Director to re-hire Charles Henriques as Emergency Snow and Ice Worker at Grade 6, Step 5
11. Discuss and possible vote to appoint Anthony Zucco as Associate Member on the Zoning Board of Appeals
12. Review and possible vote to approve Select Board Meeting Minutes of November 7, 2022
13. New Business
14. Old Business

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

**AGENDA ITEM #1
NOVEMBER 22, 2022**

SELECT BOARD ANNOUNCEMENTS

The Lakeville Arts Council invites the public to shop at their holiday craft event that will take place on December 2nd from 5-8 PM and December 3rd from 10 AM to 3 PM at the Loon Pond Lodge located at the Ted Williams Camp. All That Glitters is a holiday shopping event where you can shop local and find one of a kind unique gifts from talented crafters. Blake Gorman will be providing musical entertainment on December 2nd and Bela Sarkozy will entertain on December 3rd. For additional information, visit their website at LakevilleArtsCouncilMA.org or on Facebook at [LakevilleArtsCouncilMA](https://www.facebook.com/LakevilleArtsCouncilMA).

On December 3rd and 4th from 10 AM to 3 PM, the Friends of the Lakeville Council on Aging will be offering handmade holiday wreathes; kissing balls; ornaments; centerpieces and baskets for sale. The event will take place at Lakeside Landing at 350 Bedford Street (next to Fire Station/Town Hall).

The Lakeville Lions Club will be holding a Tree Lighting and Caroling Event on December 3rd at 6:00 PM at the Lakeville Lions Clubhouse located at 170 Main Street. They are collecting unwrapped toys for Toys and Tots and food items for the Sacred Heart Food Pantry. Santa will be making an appearance and refreshments will be offered.

**AGENDA ITEM #2
NOVEMBER 22, 2022**

TOWN ADMINISTRATOR ANNOUNCEMENTS

**AGENDA ITEM #3
NOVEMBER 22, 2022**

REORGANIZATION OF THE SELECT BOARD

**AGENDA ITEM #4
NOVEMBER 22, 2022**

**DISCUSS AND VOTE TO APPOINT A SELECT BOARD MEMBER TO
THE REGIONAL FINANCE COMMITTEE**

**AGENDA ITEM #5
NOVEMBER 22, 2022**

**DISCUSS AND VOTE TO APPOINT A SELECT BOARD MEMBER TO
THE CAPITAL EXPENDITURES COMMITTEE**

**AGENDA ITEM #6
NOVEMBER 22, 2022**

**PUBLIC HEARING – REQUEST FOR NEW GENERAL ON PREMISES
ALL ALCOHOLIC BEVERAGES LICENSE – 348 BEDFORD STREET
– RED HAND BREWING COMPANY, INC.**

NOTES:

An attorney from PK Boston will be present for the applicant.

This is an application for a new all alcoholic beverages general on premises license for the former Eastern Savings Bank located next door to the Town Office Building. The application documents are attached.

Procedure for the hearing is as follows:

Read legal notice published in the paper;

Motion to open the hearing on the Application of Red Hand Brewing Company, Inc. dba Red Hand Brewing for a General On Premises License to Sell All Alcoholic Beverages at 348 Bedford Street, Lakeville, MA

Ask if anyone will be testifying and swear them in;

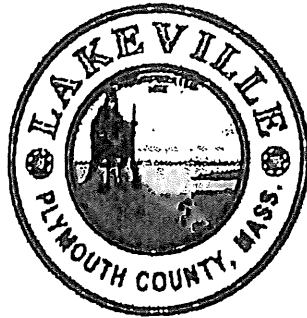
Explain procedure of the hearing (i.e. speaker needs to be recognized by Chair before speaking; all comments are to be addressed to the Chair).

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

MOTION TO CLOSE THE HEARING

SELECT BOARD TO HOLD DISCUSSION

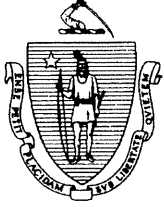
SELECT BOARD TO MAKE A MOTION ON THEIR DECISION



Pursuant to Chapter 138 of the Massachusetts General Laws, the Lakeville Select Board, acting as the Local Licensing Authority, will conduct a public hearing at 6:15 PM on Monday, November 21, 2022 on the application of Red Hand Brewing Company, Inc. dba Red Hand Brewing, for a new General On Premises All Alcoholic Beverages License for the property located at 348 Bedford Street, Lakeville, Massachusetts.

Said hearing will be held at the Lakeville Police Station, 323 Bedford Street, Lakeville, Massachusetts.

Richard LaCamera, Chairman
Evagelia Fabian
Lorraine Carboni
Lakeville Select Board



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

RECEIVED
 OCT 20 2022

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION SELECTMEN'S OFFICE
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW 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
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- 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 #: bcf1f53-885c-4a98-a7a6-a722caa073e5

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Red Hand Brewing Company Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 10/17/2022 1:10:17 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Red Hand Brewing Company, Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Robert

Last Name:
Pellegrini

Address:
63 Main Street

City:
Bridgewater

State:
MA

Zip Code:
02324

Email Address:
jderatzian@pkboston.com

Retail Application



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12 <input type="checkbox"/>	§12 General On-Premises <input type="checkbox"/>	All Alcoholic Beverages <input type="checkbox"/>	Annual <input type="checkbox"/>

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.

The application is for an On-Premises All Alcoholic Beverage License. The premises will include a brewpub with onsite micro-brewing, and bar service to include indoor seating and outdoor seasonal seating. The facility/ brewpub will have occasional entertainment and food service from a food-truck, and portable bathroom facilities.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. 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. You must also submit a floor plan.

The Premises consist of a one floor facility located at 348 Bedford Street, part of Lakeside Landing Commercial Plaza and located in the Business District. The indoor facility is approximately 2501 square feet which is set on a 10,445 square feet lot. The facility has an open floor plan that has a bar with 13 seats and an additional 32 seats for dining. The facility also includes a men and women's bathroom, cooler, dry storage area and a fermentation room. Please see attch for addl info.

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

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

Name: Phone:

Title: Email:

3. DESCRIPTION OF PREMISES CONTINUED FROM PAGE 3

*There will be seasonal outdoor seating. The alcohol will be stored in the locked dry storage room as indicated on the floor plan attached.

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="12/14/20"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

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, 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
Shawn Donnelly	13 Quail Run, Lakeville, MA 02347		02/03/71

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President/Director	55	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Karen Donnelly	6 Parkhurst Drive, Lakeville, MA 02347		06/23/45

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President/Director	45	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" 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

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

APPLICATION FOR A NEW LICENSE

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	Municipality

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
N/A			

7. 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

Lease ▼

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

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	None
B. Purchase Price for Business Assets	\$166,000.00
C. Other * (Please specify below)	\$282,772.00
D. Total Cost	\$448,772.00 see ATTCHD

*Other Cost(s): (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
Cash contribution comes from income generated through Slate 360. See attached contract with Slate 360.	Please see attached Eastern Bank Statements with deposits from Slate 360 for income generated.
Total:	\$606,354.27 (Gross revenue generated from events with Slate 360)

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 checked="" 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 source of funding is from revenue generated from Red Hand Brewing Co., established Dec. 2020. The company has generated revenue from online brewing classes and hosted events. In January 2021, \$200K was deposited into Eastern Bank which represents one year of revenue earned from in-person and on-line events. The revenue was earned through a marketing firm named Slate 360. Slate 360 managed and hosted Red Hand's events. Please see attached contract with Slate 360. Eastern Bank stmts attached show deposits.

9. 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?

List of Other Cost Associated with Red Hand Brewery

Attorney Fees	\$13,794
Marketing Fees	\$18,800
Construction Fees	\$147,927
Misc Expenses(Accounting, Insurance, Engineering)	\$85,230
Vehicle Expense	\$17,021
Total	\$282,772



SCOPE OF WORK

Project: SLATE360, 1250 N. Lakeview Ave, Suite 1, Anaheim, CA 92807

Project: SLATE360 Yearly Event Program

Date: 12/27/22



State360 Customer Event Series 2022

Anaheim, CA

In-person event

1

Red Hand Services

Project Management / Account Management - Overall Project		
Group Account Director		\$9,500.00
Executive Producer		\$9,500.00
Head Brewer		\$9,500.00
Site Visit - Account Team Onsite - Main location		
Site Visit - Group Account Director		\$1,700.00
Travel Expenses for Site Visit - Group Account Director		\$4,900.00
Site Visit - Executive Producer		\$1,700.00
Travel Expenses for Site Visit - Executive Producer (Jess)		\$4,900.00
Event #1 Project Management / Account Management		
Group Account Director		\$1,100.00
Executive Producer		\$2,300.00
Head Brewer		\$2,300.00
Event #1 Account Team Onsite		
Head Brewer		\$1,700.00
Travel Expenses for Site Visit - Head Brewer		\$1,950.00
Event #2 Project Management / Account Management		
Group Account Director		\$1,100.00
Executive Producer		\$2,300.00
Head Brewer		\$2,300.00
Event #2 Account Team Onsite		
Head Brewer		\$1,700.00
Travel Expenses for Site Visit - Head Brewer		\$1,950.00
Event #3 Project Management / Account Management		
Group Account Director		\$1,100.00
Executive Producer		\$2,300.00
Head Brewer		\$2,300.00
Event #3 Account Team Onsite		
Head Brewer		\$1,700.00
Travel Expenses for Site Visit - Head Brewer		\$1,950.00
Event #4 Project Management / Account Management		
Group Account Director		\$1,100.00
Executive Producer		\$2,300.00
Head Brewer		\$2,300.00
Event #4 Account Team Onsite		



SCOPE OF WORK

Project: SLATE360, 1250 N. Lakeview Ave, Suite 1, Anaheim, CA 92807

Project: SLATE360 Yealry Event Program

Date: 12/27/22

	Head Brewer	\$1,700.00
	Travel Expenses for Site Visit - Head Brewer	\$1,950.00
	Event #5 Project Management / Account Management	
	Group Account Director	\$1,100.00
	Executive Producer	\$2,300.00
	Head Brewer	\$2,300.00
	Event #5 Account Team Onsite	
	Head Brewer	\$1,700.00
	Travel Expenses for Site Visit - Head Brewer	\$1,950.00
2	Materials and Supplies	\$35,000.00
	Supply Stock, Hardware, Materials	
	Supply bin (lit holders, power strips, tape, velcro, paper towels, microfibers)	\$1,500.00
	Client Care Kit (mints, pens, sharpies, packing tape, Advil, post-its, hand sanitizer)	\$300.00
	Misc printed materials (cue cards, script print outs, FedEx, Kinkos, etc)	\$2,000.00
	Transportation and Storage for Set Components (between events)	\$9,000.00
3	Onsite Third-Party Services - Main Video Shoot (cooking segment + Interviews with Zarela)	
	Venue	
	Budgetary Allowance for 4-6 days (TBD)	\$24,000.00
	Internet	\$3,600.00
	Lighting & A/V costs from venue for in-house use	\$7,000.00
	Labor (Install, Dismantle, and Labor Crew Supervision)	\$5,650.00
	Transportation (Shipping)	\$2,500.00
	Ground Transportation (Talent Transport - daily car service round trip)	\$3,900.00
	Furniture Rental	\$7,800.00
	Kitchen Rental	\$4,800.00
	Floral	\$2,000.00
	Catering	\$2,500.00

SUBTOTAL	\$200,000.00
GRAND TOTAL ESTIMATED COST	\$200,000.00

Project Assumptions

All budgeted costs on this SOW are based upon preliminary information using good faith estimates. Actual costs may vary from these preliminary estimates. Once exhibitor manual kit becomes available and project scope is further defined, Red Hand will provide an addendum and/or full reconciliation to capture any differences required beyond this SOW. Red Hand's obligations to perform under this SOW is subject to the Red Hand360 Terms and Conditions of Service.

Payment Terms

For performance of services outlined on this SOW, payments shall be made in (1) instalments: 100% due within 30 days upon receipt of invoice for this fully executed SOW. Final reconciliation to be completed after final invoice.

Manager Application

10. 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
August 2020	Present	Assistant Manager	Tamarack Wine and Spirits	David Donnelly
May 2014	June 2020	Credit and Collections	Acushnet Co.	Lee Viveros
April 2011	May 2014	Credit and Collections	Thermo Fisher Scientific	Lucille Barry

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

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 11.

Yes No

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.*

11A. 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?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, 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

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, 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

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. 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:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, Shawn Donnelly the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Red Hand Brewing Company, 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: 10-13-22

Title: Vice President/Director

Vote of Entity

ENTITY VOTE

The Board of Directors or LLC Managers of
Entity Name

duly voted to apply to the Licensing Authority of
City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

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

Karen Donnelly

Corporation Clerk's Signature

Karen Donnelly

(Print Name)

ADDENDUM A

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

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, LLP Partners, Trustees etc.).

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<input type="text"/>	<input type="text"/>

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

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

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

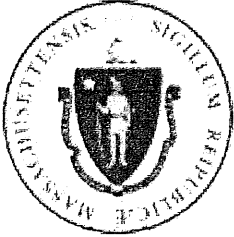
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

<input type="radio"/> Yes <input type="radio"/> No
--

Articles of Incorporation



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: 001475388

ARTICLE I

The exact name of the corporation is:

RED HAND BREWING COMPANY, 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:

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	1,000	\$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.

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. AUTHORITY OF DIRECTORS TO CREATE NEW CLASSES AND SERIES OF SHARES. THE BOARD OF DIRECTORS, ACTING WITHOUT THE SHAREHOLDERS, MAY (A) RECLASSIFY ANY UNISSUED SHARES OF ANY AUTHORIZED CLASS OR SERIES INTO ONE OR MORE EXISTING OR NEW CLASSES OR SERIES, AND (B) CREATE ONE OR MORE NEW CLASSES OR SERIES OF SHARES, SPECIFYING THE NUMBER OF SHARES TO BE INCLUDED THEREIN, THE DISTINGUISHING DESIGNATION THEREOF AND THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS APPLICABLE THERETO, PROVIDED THAT THE BOARD OF DIRECTORS MAY NOT APPROVE AN AGGREGATE NUMBER OF AUTHORIZED SHARES OF ALL CLASSES AND SERIES WHICH EXCEEDS THE TOTAL NUMBER OF AUTHORIZED SHARES SPECIFIED IN THE ARTICLES OF ORGANIZATION APPROVED BY THE SHAREHOLDERS. 2. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. 3. PERSONAL LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE PERSONAL LIABILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (A) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS SHAREHOLDERS, (B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (C) FOR IMPROPER DISTRIBUTIONS UNDER SECTION 6.40 OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. 4. SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A VOTING GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS. 5. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. 6. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

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: ROBERT R. PELLEGRINI, JR., ESQ.
No. and Street: 63 MAIN STREET
SUITE 1
City or Town: BRIDGEWATER State: MA Zip: 02324 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	KAREN DONNELLY	63 MAIN STREET BRIDGEWATER, MA 02324 USA
TREASURER	KAREN DONNELLY	63 MAIN STREET BRIDGEWATER, MA 02324 USA
SECRETARY	KAREN DONNELLY	63 MAIN STREET BRIDGEWATER, MA 02324 USA
VICE PRESIDENT	SHAWN DONNELLY	63 MAIN STREET BRIDGEWATER, MA 02324 USA
DIRECTOR	KAREN DONNELLY	63 MAIN STREET BRIDGEWATER, MA 02324 USA
DIRECTOR	SHAWN DONNELLY	63 MAIN STREET BRIDGEWATER, MA 02324 USA

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

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

BREWERY AND BEER GARDEN

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

No. and Street: 63 MAIN STREET
SUITE 1
City or Town: BRIDGEWATER State: MA Zip: 02324 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: 63 MAIN STREET
SUITE 1
City or Town: BRIDGEWATER State: MA Zip: 02324 Country: USA

which is

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

Signed this 14 Day of December, 2020 at 4:24:21 PM 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.)

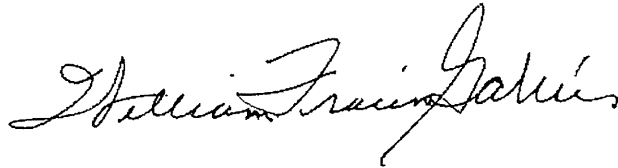
SHAWN DONNELLY

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:

December 14, 2020 04:18 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Lease

350 BEDFORD ST LLC

SECTION 1 REFERENCE INFORMATION

Date of Lease: December 8, 2021
Premises: 348 Bedford St.
Landlord: 350 Bedford St. LLC
Address of Landlord: PO Box 4340 Middletown RI 02842
Tenant: Red Hand Brewing Company, Inc. (A Massachusetts Company)
Address of Tennant: 13 Quail Run Lakeville MA 02347
Lease Start Date: After permitting is complete and any applicable appeal periods have expired.
Interior Premises Square Footage: 2501 Square Feet
Annual Fixed Rental Rate: \$42,000.00

Permitted Uses: Business and any other lawful uses provided such uses are in compliance with the municipal and zoning ordinances of the Town of Lakeville.

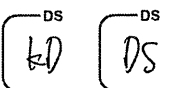
Insurance: Combined Single Limit of \$1,000,000.00, property damage not less than \$100,000.00

Deposit: Equal to one month's rent (\$3,500)

SECTION 2 PREMESES AND TERM

Section 2.01. Premises: Landlord hereby leases and demises the Premises to Tenant and Tenant hereby leases the Premises from Landlord, subject to any and all existing encumbrances and other matters of record and subject to the terms and provisions of this Lease.

Section 2.02. Term: To have and to hold for a term (hereinafter "Term") beginning on the lease start date and continuing until the Term Expiration Date. Initial term is for a period of Five (5) years.



Section 2.03. Renewal: The initial Term of this Lease shall be for a period of Five (5) years (from Lease Start Date). Tenant, at Tenant's option, shall have the right to renew this Lease for two (2), Five (5) year option periods. Beginning in the first option period, base rent will increase at a rate of Three (3%) per year. If Tenant does not wish to exercise an option period, written notice must be provided to Landlord no later than Ninety (90) days prior to lease expiration. If no notice is given, the option period will automatically renew. For the existing 2501 sq ft, rent will never exceed \$4,500 per month (rent cap).

Section 2.04. Due Diligence and Permit Condition:

- (a) The Due Diligence Period: For all of the inspection and acceptance of present condition provisions herein, Tenant shall have sixty (60) days following the date of this Agreement to inspect and assess the Premises and satisfy itself as to all aspects of the physical condition of, and all other matters regarding the Premises. Tenant's inspection activities shall be conducted by Tenant and its designees at their sole cost and expense. Tenant and its designees must satisfy Landlord that they are properly insured at Landlord's request.
- (b) Tenant's obligation to rent the premises is further conditioned upon Tenant obtaining final and complete (unappealable) approval from all governmental authorities (ie: Board of Health, Conservation, Planning, Zoning, Building Permits) as required for Tenant's intended use and Landlord agrees to cooperate with Tenant to complete this work. Tenant agrees to diligently pursue app approvals.
- (c) During the time that either of the above processes are being attended to by Tenant, Tenant may terminate this Agreement if Tenant finds the condition unsatisfactory or if Tenant fails to receive all its approvals (or reasonably believes that an approval will be denied).
- (d) Tenant and Landlord shall have sixty (60) days to agree upon a final Exhibit A.

SECTION 3

Section 3.01. The Fixed Rent:

First month's rent will be due Thirty (30) days from the date Tenant's permitting is completed and each month thereafter on the first day of each month. Tenant shall keep Landlord apprised of its permitting activities. Tenant shall pay rent to Landlord at the address of Landlord or such other place to such other person or entity as Landlord may be notice to Tenant from time to time direct, at the Annual Fixed Rental rate set forth in Section 1. Fixed rent does not include electric, water, cable/internet, or any other utilities all of which Tenant shall be responsible for. The Fixed Rental Rate will increase at a rate of Three (3%) per year, beginning in year Four (4). For the existing 2501 sq ft rent will never exceed \$4,500 per month (rent cap).

SECTION 4

Section 4.01. Condition of Premises: Tenant agrees to accept the Premises including HVAC system and included plumbing and electrical systems in their present “as is” condition and without representation or warranty by Landlord. Landlord agrees to replace any system that ceases to operate properly so long as Tenant performs regular recommended maintenance and service. Landlord shall have no obligation to perform any work or construction, other than as stated on Exhibit A. If Tenant shall desire to make any changes or alterations, additions or improvements on or to the premises, the Tenant shall not do so without obtaining prior consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Any fixtures added or constructed by Tenant shall become property of the Landlord and shall remain on and be surrendered with the premises at the termination of this lease, except for any items provided on attached EXHIBIT A. Landlord shall give Tenant notice of at least thirty (30) days of any planned or anticipated construction to said premises or on any parking areas.

Section 4.02. Smoking on Premises: The interior Premise as required by Massachusetts law, are smoke free and as such all smoking is strictly prohibited. Tenant may permit their employees, invitees, patrons and customers to smoke outside of the building. Smoking shall be restricted to the rear of the building and Tenant shall provide proper receptacles for trash and shall be required to keep areas designated for smoking free of trash and rubbish.

Section 4.03. Trash Removal: Tenant is responsible for their own trash removal.

SECTION 5

Section 5.01. Parking on Premises: Tenant shall be solely responsible for obtaining approvals from the Town, including a determination that the existing parking area is adequate for its intended use.

SECTION 6

Section 6.01. Tenant’s Insurance: Tenant shall maintain throughout the Term the following insurance;

(A) Commercial general liability insurance for any injury to person or property occurring on the Premises, naming as insured Tenant, Landlord and such persons, including, without limitation, Landlord’s managing agent, as Landlord shall designate from time to time, in amounts which shall, at the beginning of the Term, be at least equal to the limits set forth in Section 1, and, from time to time during the Term, shall be for such higher limits as are required by Landlord.

(B) Worker’s compensation insurance with statutory limits covering all of Tenant’s employees working at the Premises; and

(C) Such other insurance in such amount as Landlord or any of Landlord’s mortgages may reasonably require from time to time.

Section 6.02. Landlords Insurance: Landlord shall maintain throughout the Term the following insurance:

(A) Commercial general liability insurance for any injury to person or property occurring in the common areas of the property in or upon which are situate the Premises, in such amounts and with such deductibles as Landlord may consider appropriate;

(B) All risk, fire and casualty insurance on a replacement value, agreed amount basis together with rental loss coverage and, if Landlord so elects, insuring the property in or upon which are situate the Premises and its rental value, with such deductibles, if any, as Landlord shall consider appropriate: and

(C) At Landlord's option, insurance against loss or damage from sprinklers and from leakage or explosions or cracking of boilers, pipes carrying steam or water, or both pressure vessels or similar apparatus, in the so called "broad form", in such amounts and with such deductibles as Landlord may consider appropriate, and insurance against such other hazards and in such amounts as may from time to time be required by any bank, insurance company or other lending institution holding a mortgage on the property in or upon which are situate the Premises.

Section 6.03. Requirements Applicable to Insurance Policies: All policies for insurance required under the provisions of section 6.01 and 6.02 shall be obtained from responsible companies qualified to do business in the State of Massachusetts and in good standing therein, which companies and the amount of insurance allocated thereto shall be subject to Landlord's approval. Tenant agrees to furnish Landlord with insurance company certificates of all such insurance and copies of the policies therefore prior to the beginning of the Term hereof and of each renewal policy at least thirty (30) days prior to the expiration of the policy that Tenant shall renew. Each such policy shall be non-cancelable with respect to the interest of Landlord and such mortgagees without at least thirty (30) days' prior written notice thereto.

Section 6.04. Waiver of Subrogation: All insurance which is carried by either party with respect to the Premises or to furniture, furnishings, fixtures or equipment therein or alterations or improvements thereto, whether or not required, shall include provisions which either designate the other party as one of the insured or deny to the insurer acquisition by subrogation of rights of recovery against the other party to the extent such rights have been waived by the insured party prior to the occurrence of loss or injury, insofar as, and to the extent that, such provisions may be effective without making it impossible to obtain insurance coverage from responsible companies qualified to do business in the State of Massachusetts (notwithstanding that an extra premium may result there from) and without voiding the insurance coverage in force between the insurer and the insured party. Upon reasonable request, each party shall be entitled to have duplicated or certificated of policies containing such provisions. Each party hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by

insurance containing said provisions, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

SECTION 7

Section 7.01. Services Provided by Landlord: Landlord shall not be liable to anyone for damages, interruption in or cessation of any service rendered to the Premises (whether or not agreed to by the terms of this lease), due to any accident, making of repairs, alterations or improvements, war or other emergencies, labor difficulties, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said Premises, or any cause beyond the Landlord's reasonable control, nor shall Tenant be entitled to any diminution or abatement of rent or other compensation or damages, nor shall this Lease or any of the obligations of Tenant hereunder be affected or reduced by any such interruption or cessation of service. Landlord reserves the right to stop any service or utility system, when necessary, by reason of accident or emergency, or until necessary repairs have been completed; provided however, that in each instance of stoppage, Landlord shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary interruption of, and to minimize interference with, Tenant's use of the Premises by reason thereof.

Section 7.02. Property Management Services Provided by Landlord: Landlord, at its own expense, will provide as part of the Annual Rent, or cause to be furnished or provided, electric current, water and all other utilities currently serving the Premises. Tenant is responsible for monthly costs associated with water and electrical usage and gas. Landlord shall not be liable to anyone for damages, interruption in or cessation of any service rendered to the Premises (whether or not agreed to by the terms of this Lease), due to any accident, making of repairs, alterations or improvements, war or other emergencies, labor difficulties, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or any cause beyond the Landlord's reasonable control, nor shall Tenant be entitled to any diminution or abatement of Rent or other compensation of damages, nor shall this Lease or any of the obligations of Tenant hereunder be affected or reduced by any such interruption or cessation of service. Landlord reserves the right to stop any service or utility system, when necessary, by reason of accident or emergency, or until necessary repairs have been completed; provided, however, that in each instance of stoppage, Landlord shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary interruption of and to minimize interference with Tenant's use of the Premises by reason there of Section 6.2. Subject to Sections 8 and 9, Landlord shall maintain and repair exterior walls (exclusive of glass and doors in Premises of Tenant and exclusive of interior surfaces of the exterior walls, all of which Tenant shall maintain

and repair) roof, foundation structural supports of the property in or upon which are situate the Premises. Landlord has provided existing HVAC system. The repair and maintenance will be the responsibility of the Tenant. Any additional or replacement HVAC systems or related systems will be the responsibility of the Tenant.

Section 7.03. Common Area Maintenance: Subject to Sections 8 and 9, Landlord, shall maintain and repair common areas of the property in or upon which are situate the Premises, if any, and such common areas as are appurtenant thereto, including parking, sidewalks, and outside lighting and shall clean and provide snow removal for same. If Tenant wishes to enclose any existing area that is not currently part of the interior 2501 sq ft of the leased premises, Tenant shall incur all costs associated therewith.

SECTION 8

Section 8.01. Use: Tenant shall use the Premises only for the business Permitted Uses and shall from time to time procure all licenses and permits necessary therefore at Tenant's sole expense.

Section 8.02. Repair and Maintenance: Except as otherwise provided in Sections 6 and 8, Tenant shall keep the Premises, including all plumbing and electrical systems exclusively serving the Premises (whether or not located within the Premises) therein, in good order, condition and repair and in at least as good order, condition and repair as they are in on the Lease Start Date or as may be put in during the Term, reasonable use and wear, damage by fire or casualty and taking eminent domain only excepted. Tenant is responsible, at their own expense, to make all repairs of all plumbing, and electrical systems, doors and glass/windows, currently within the space. Any plumbing or electrical improvements the Tenant wishes to make will be done at Tenants expense. Tenant will be responsible for all maintenance associated with the HVAC system. Tenant shall keep in a safe, secure, and sanity condition, all trash and rubbish temporarily stored at the Premises.

Section 8.03. Compliance with Law and Insurance Requirements: Tenant shall make all repairs, alteration, additions or replacements to the Premises as may be required by any law or ordinance or any order or regulation of any public authority arising from Tenant's use of the Premises and shall keep the Premises equipped with all safety appliances so required. Tenant shall not dump, flush, or in any way introduce any hazardous substances or any other toxic substances into the septic, sewage or other waste disposal system service the Premises, or generate, store, except in compliance with the applicable laws, or dispose of hazardous substances in or on the Premises or dispose of hazardous substances from the Premises. Landlord may, if Landlord so elects, make any of the repairs, alterations, additions or replacements referred to in this Section which affect the structure or systems of the property in or upon which

are situate the Premises, and Tenant shall at landlord's election, reimburse Landlord for the cost thereof on demand. Tenant shall provide Landlord, from time to time upon Landlord's request, with all records and information regarding any hazardous substances maintained on the Premises by Tenant. Landlord shall have the right, upon reasonable advanced notice and at such times so as not to interfere with the operation of Tenant's business (unless in the event of an emergency, in which case no notice shall be required) at Tenant's expense, to make such inspections as Landlord shall reasonably elect from time to time determine if Tenant is complying with this Section. Tenant shall comply promptly with the recommendations of any insurer, foreseen or unforeseen, ordinary, as well as extraordinary, which may be applicable to the Premises by reason of Tenant's use thereof. In no event shall any activity be conducted by Tenant on the Premises which may give rise to any cancellation of any insurance policy or make any insurance unobtainable.

Section 8.04. Tenant's Work: Except for the work attached as EXHIBIT A attached hereto, Tenant shall not make any installations, alterations, additions, or improvements in, to or upon the Premises, including, without limitation any apertures in the walls, partitions, ceilings or floors, without each occasion obtaining the prior consent of Landlord, said consent not to be unreasonably withheld or delayed. Tenant's work will be performed by Ron Caramanica (Landlord's contractor) and Landlord has approved this contractor. Any additional work over and above the work shown on Exhibit A shall be performed only in accordance with plans and specifications therefore approved by Landlord. Tenant shall procure at Tenant's sole expense all necessary permits and licenses before any work begins on the Premises and any additional work shall be performed in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, building, fire, health, and other codes, regulations, ordinances and laws and with all applicable insurance requirements. Tenant shall keep the Premises at all times free of liens for labor and materials. Tenant shall require all contractors employed by Tenant to carry worker's compensation insurance in accordance with statutory requirements and commercial general public liability insurance covering such contractors on or about the Premises in amounts that at least equal the limits set forth in Section 1 hereof and to submit certificates evidencing such coverage to Landlord prior to the commencement of such work. Tenant shall hold Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work. Landlord may inspect the work of Tenant at reasonable times and provide notice of observed defects.

Section 8.05. Indemnity: Tenant shall defend, with counsel approved by Landlord, said approval not to be unreasonably withheld or delayed, all actions against Landlord, any partner, trustee, stockholder, officer, director, employee or beneficiary of Landlord, holders of mortgages secured by the property in or upon which are situate the Premises and any other party having an interest in the Premises (hereinafter "Indemnified Parties") with respect to, and shall pay, protect, indemnify and save harmless, to the extent permitted by law, all Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys'

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fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (a) injury to or death of any person, or damage to or loss of property, occurring in or upon the Premises or connected with the use, condition or occupancy of any thereof unless caused by the negligence or willful acts or omissions of Landlord or of Landlord's servants or agents: (b) violation of this Lease by Tenant: or (c) any act, fault, omission, or other misconduct or Tenant or of Tenant or of Tenant's agents, contractors licensees, sublessees or invitees. This indemnity shall survive the expiration or earlier termination of this Lease.

Section 8.06. Landlord's right to Enter: Tenant shall permit Landlord and Landlord's agents to enter into or upon the Premises at reasonable times and upon reasonable notice of no less than 24 hours to examine the Premises, make such repairs and replacements as Landlord may elect, without however any obligation to do so, and show the Premises to prospective purchasers and lenders, and, during the last year of the Term, to show the Premises to prospective tenants and to keep affixed in suitable places notices of availability of the Premises. In scheduling Landlord's entry, Landlord shall coordinate with Tenant and make a reasonable effort to avoid Tenant's peak hours of operation.

Section 8.07. Personal Property at Tenant's Risk: All furnishings, fixtures, equipment, effects, and property of every kind of Tenant and of all persons claiming by, through or under Tenant which may be on the Premises, shall be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage shall be charged to or to be borne by Landlord, except that Landlord shall in no event be indemnified or held harmless or exonerated from any liability to Tenant for any injury, loss, damage or liability not covered by Tenant's insurance to the extent prohibited by law. Tenant shall insure Tenant's personal property.

Section 8.08. Payment of Landlord's Cost of enforcement: Tenant shall pay on demand Landlord's expenses, including reasonable attorney's fees, incurred in enforcing any obligation of Tenant under this Lease or in curing any Event of Default as provided in Section 10 below.

Section 8.09. Yield Up: At the Expiration of the Term or earlier termination of this Lease, Tenant shall surrender all keys to the Premises, remove all of Tenant's trade fixtures and personal property in the Premises that are not listed in EXHIBIT A, remove such installations and improvements made by Tenant as Landlord may request and all Tenant's signs wherever located, repair all damage caused by such removal and yield up the Premises (including all installations and improvements made by Tenant except for trade fixtures and such installations or improvements made by Tenant as Landlord shall request Tenant to remove) broom clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises

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under this Lease. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such a manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by Landlord in effecting such removal and disposition and in making any incidental repairs and replacements to the Premises and for use and occupancy during the period after the expiration of the Term and prior to Tenant's performance of Tenant's obligations under Section 7.09.

Section 8.11 Landlord's Expenses: Tenant shall reimburse Landlord Promptly on demand for all reasonable legal and other expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder. Landlord will endeavor to notify Tenant at or near the time of Tenant's request(s) when counsel will need to be consulted.

Section 8.12 Rules and Regulations: Tenant shall comply with such reasonable Rules and Regulations as may be adopted from time to time by Landlord to provide for the beneficial operation of the Premises and of the property in or upon which are situate the Premises.

Section 8.13. Holding Over: N/A

Section 8.14. Assignment and Subletting: Tenant shall not assign, sublet, transfer, mortgage or pledge this Lease or grant a security interest in Tenant's rights hereunder (which shall be deemed to include the granting of concessions and licenses and the like) all or any part of the Premises or suffer or permit this Lease to be assigned, transferred or encumbered, in whole or in part, whether voluntary, involuntary or by operation of law, or permit the occupancy of the Premises by anyone other than Tenant. This restriction is not intended to include Tenant's transfer to another entity wholly owned by Tenant or any transfer related to injury of death of anyone within Tenant's family or made for estate planning or probate purposes.

Any attempted assignment, sublet, transfer, mortgage, pledge, grant of security interest, or other encumbrance, except with prior written approval thereof from Landlord, shall be void. No assignment, sublease, transfer, mortgage, grant of security interest, or other encumbrance, whether or not approved, and no indulgence granted by Landlord to any assignee or, shall in any way impair the continuing primary liability (which after an assignment shall be joint and several with assignee) of Tenant hereunder, and no approval in a particular instance shall be deemed to be a waiver of the obligation to obtain Landlord's approval in any other case.

Section 8.15. Overloading and Nuisance: Tenant shall not injure, overload, deface or otherwise harm the Premises, commit any nuisance, permit the emission of any objectionable noise, vibration or odor, make, allow or suffer any waste or make any use of the Premises which

is improper, offensive or contrary to any law or ordinance or which will invalidate any of Landlord's insurance.

Section 8.16. Covenant Not to Sue and Release: N/A

SECTION 9

Section 9.01. Termination: In the event that the Premises shall be destroyed or damaged by fire or casualty (hereinafter "Casualty") and if Landlord's architect, engineer or contractor shall determine that it will require in excess of ninety (90) days from the date of the occurrence of said Casualty to restore the Premises, this Lease may be terminated by either Landlord or Tenant by notice to the other within thirty (30) days following the occurrence of said Casualty. In the event that the Premises are not restored within a reasonable period of time not to exceed one hundred twenty (120) days following the occurrence of said Casualty, Tenant may elect to terminate this Lease provided that notice thereof is given to Landlord not later than ten (10) days following the date upon which such right shall have arisen and from when Landlord notifies Tenant of the Casualty as defined herein.

Section 9.02 Restoration: In the event of the occurrence of a Casualty, if neither Landlord nor Tenant shall exercise the election to terminate provided in Section 9.01, this Lease shall continue in full force and effect and a just proportion of the Fixed Rent and other charges hereunder, according to the nature and extent of the damages sustained by the Premises, shall be abated until the Premises, or what may remain thereof, shall be put by Landlord in proper condition for use subject to zoning and building laws or ordinances then in existence, which, unless Landlord or Tenant shall have exercised Tenant's option to terminate pursuant to Section 9.01, Landlord covenants to do with reasonable diligence at Landlord's expense. Landlord's obligations with respect to restoration shall not require Landlord to expend more than the net proceeds of insurance recovered or damages awarded for such Casualty and made available for restoration by Landlord's mortgagees. "Net proceeds of insurance recovered or damages awarded" shall refer to the gross amount of such insurance or damages less the reasonable expenses for legal and appraisal services.

SECTION 10

Section 10.01 Events of Default: If any of the following shall occur:

(A) Tenant shall default in the performance of any of Tenant's obligations to pay the Fixed and or any other sum payable hereunder and if such default shall continue for seven (7) days following notice from Landlord to Tenant designating such default;

(B) If within thirty (30) days following notice from Landlord to Tenant specifying any other default or defaults Tenant has not commenced diligently to correct the default or defaults so specified or has not hereafter diligently pursued such correction to completion;

(C) If any assignments for the benefit of creditors shall be made by Tenant;

(D) If a lien or other involuntary encumbrance is filed against Tenant's Leasehold interest, and is not discharged within fifteen (15) days thereafter;

(E) If Tenant's Leasehold interest shall be taken on execution or other process of law in any action against Tenant;

(F) If a petition is filed by Tenant for liquidation, or for reorganization or an arrangement or any other relief under any provision of the Bankruptcy Code as then in force and effect;

(G) If an involuntary petition under any of the provisions of said Bankruptcy Code is filed against Tenant and such involuntary petition is not dismissed within forty-five (45) days thereafter; Then, and in any of such cases, Landlord and the agents and servants of Landlord lawfully may, in addition to, and not in derogation of, any remedies for any preceding breach of covenant, immediately or at any time thereafter and without demand or notice and with or without process of law (forcibly, if necessary) enter into and upon the Premises or any part thereof in the name of the whole. Or mail a notice of termination addressed to Tenant and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove Tenant's and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be sued for arrears of rent or prior breach of covenant, and upon such entry or mailing as aforesaid this Lease shall terminate, Tenant hereby waiving all statutory rights (including, without limitation, rights of redemption, if any) to the extent such rights may be lawfully waived. Landlord, without notice to Tenant, may store Tenant's effects, and those of any person claiming through or under Tenant at the expense and risk of Tenant, and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

Section 10.02. Remedies: In the event this Lease shall be terminated under any of the provisions contained in Section 10.01, Tenant shall pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the residue of the Term over the fair market rental value of the Premises for the residue of the Term discounted to present value. In calculating the rent reserved there shall be included, in addition to the Fixed Rental, the value of all other considerations agreed to be paid or performed by Tenant during the residue. As additional cumulative obligations after any such termination, Tenant shall also pay punctually to Landlord all sums and shall perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with any amount paid to Landlord pursuant to the first sentence of this

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Section 10.02 and also with the net proceeds of any rent obtained by Landlord by re-letting the Premises, after deducting all Landlord's reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such re-letting, it being agreed by Tenant that Landlord may (i) re-let the Premises or any part or parts thereof for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term hereof and may grant such concessions and free rent as Landlord in Landlord's reasonable judgment considers advisable or necessary to re-let the same and (ii) make such alterations, repairs and decorations in the Premises as Landlord in Landlord's reasonable judgment considers or necessary to re-let the same, and no action of Landlord in accordance with the foregoing or failure to re-let or to collect rent under re-letting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

Section 10.03. Remedies Cumulative: Except as otherwise provided herein, any and all rights and remedies which Landlord may have under this Lease and at law and in equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

Section 10.04. Landlord's Right to Cure Defaults: At any time following ten (10) days' prior written notice to Tenant (except in cases of emergency when no notice shall be required), Landlord may (but shall not be obligated to) cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses incurred by Landlord, including reasonable attorney's fees, in curing a default shall be paid by Tenant to Landlord, as additional rent on demand, together with interest thereon at the rate provided in Section 10.07 from the date of payment by Landlord to the date of payment by Tenant.

Section 10.05. Effect of Waivers of Default: Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by Landlord of the breach of any covenant or continuation herein, shall not in any way be held or construed (unless expressly so declared) to operate so as to impair the continuing obligation of any covenant or condition herein, or otherwise operate to permit the same or similar acts or omissions except as to specific instance. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of rent with knowledge of the breach of any covenant of this Lease not be deemed to have been a waiver of such breach by Landlord or of any of Landlord's remedies on account thereof, including Landlord's right of termination for such default.

Section 10.06. No Accord and Satisfaction: No acceptance by Landlord of a lesser sum than the Fixed Rent, or percentage rent (depending on Month of year), or any other charge then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, unless Landlord elects by notice to Tenant to credit such sum against the most recent installment due. Any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge shall not be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy under this Lease or otherwise.

Section 10.07. Interest on Overdue Sums: If Tenant shall fail to pay Fixed Rent or any other sum payable by Tenant to Landlord by the due date thereof (All rents due on first day of the month and will be considered late if not received by the fifth (5th) day of the month. The late fee amount will be one hundred dollars (\$100) or five (5) percent of total amount due, whichever is greater and will be added to any sum due.

SECTION 11

Section 11.01. Superiority of Lease: Unless Landlord exercises the option set forth below in this section 11.01, this Lease shall be superior to and shall not be subordinate to any mortgage on the Premises. Landlord shall have the option to subordinate this Lease to any mortgage of the Premises provided that the holder of record thereof enters into an agreement with Tenant, in such holder's customary form, by the terms of which such holder will agree to (a) recognize the rights of Tenant under this Lease, (b) perform Landlord's obligations hereunder arising after the date of such holder's acquisition of title and (c) accept Tenant as tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise and Tenant will agree to recognize the holder of such mortgage as Landlord in such event, which agreement shall be made expressly to bind and insure to the benefit of the successors and assigns of Tenant and of the holder and upon anyone purchasing the Premises at any foreclosure sale. Tenant agrees to execute and deliver any appropriate instruments necessary to carry out the agreements contained in this Section 11.01.

SECTION 12

Section 12.01. Notices from One Party to the Other: All notices required or permitted hereunder shall be in writing and sent by overnight delivery service (such as Federal Express), or via email in which case notice shall be deemed given on the day after the date sent, or by personal delivery, in which case notice shall be deemed given on the date received, if to Tenant, at the Original Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, at the Original Address of Landlord or such other address as Landlord shall have last designated by notice in writing to Tenant. Any notice shall be deemed duly given when delivered or tendered for delivery at such address.

Section 12.02. Kickout Clause: Tenant may terminate this lease at any time by providing written notice to Landlord at least Six (6) months prior to the desired lease termination date.

Section 12.03. Lease Not to be Recorded, Notice of Lease: Tenant agrees that Tenant will not record this Lease. If the Term of this Lease, including options, shall exceed seven (7) years, Landlord and Tenant agree that, on the request of either, they will enter and record a notice of Lease in form reasonable acceptable to Landlord.

Section 12.04. Limitations of Landlord's Liability: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No owner of the Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of Premises. The obligations of Landlord shall be binding upon the assets of Landlord which comprise the Premises but not upon other assets of Landlord. No individual partner, trustee, stockholder, officer, director, employee or beneficiary of Landlord shall be personally liable under this lease and Tenant shall look solely to Landlord's interest in the Premises in pursuit of Tenant's remedies upon an event of default hereunder, and the general assets of Landlord and Landlord's partners, trustees, stockholders, officers, employees or beneficiaries of Landlord shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Tenant. In no event shall Landlord at any time be liable for consequential or indirect damages.

Section 12.05. Acts of God: In any case where either party hereto is required to do any act, delays caused by or resulting from acts of God, war, civil commotion, fire, flood, or other casualty, labor difficulties, shortages of labor, materials or equipment, government shutdown/regulations, pandemic, unusually severe weather, or other causes beyond such party's reasonable control shall not be counted in determining the time during which work shall be completed, whether such time be designated by a fixed date, a fixed time or a "reasonable time", and such time shall be deemed to be extended by the period of such delay.

Section 12.06. Landlord's Default: Landlord shall not be deemed to be in default in the performance of any of Landlord's obligations hereunder unless Landlord shall fail to perform such obligations and unless within thirty (30) days after written notice from Tenant to Landlord specifying such default Landlord has not commenced diligently to correct the default so specified or has not thereafter diligently pursued such correction to completion. Tenant shall have no right, for any default by Landlord, to offset or counterclaim against any rent due hereunder.

Section 12.07. Miscellaneous: This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. There are no prior or collateral oral or written agreements between Landlord and Tenant affecting this Lease. If notice of tenant's intention to not exercise their next option period is not received by Landlord ninety days prior to the lease term expiration, the next option period will automatically renew.

Section 12.08. Signage: Tenant shall not install any signage on the exterior of the property in or upon which are situate the Premises or elsewhere upon the Premises without Landlord's consent which shall not be unreasonable withheld or delayed. Any response time exceeding twenty days after notice to Landlord shall be deemed constructively approved by Landlord. Tenant shall, at Tenant's sole cost and expense, prepare all plans and specifications relating to such signage, obtain all permits and approvals from governmental authorities required in connection therewith, and bear all costs and expenses of constructing, maintaining, repairing and replacing such signage. Tenant shall not leave empty any space for signage provided the leased space located above the leased space. If no sign is required, blank white panels, consistent with standard illuminated sign panels must be installed at Tenant's expense.

Section 12.08. Security Deposit: Equivalent to one month's rent (\$3,500) will be due at the time this lease is fully executed.

Section 12.09. Common Area Maintenance and property taxes: Landlord will be responsible for of all common area expenses. These expenses are to include snow removal, lawn care, property taxes, common electricity, and any additional property assessments.

Section 12.10. Personal Guarantee

Owners of Red Hand Brewing Company, Inc., a Massachusetts company, agree to personally guarantee the terms and conditions of this lease agreement.

Section 12.11 Utilities

Tenant will be responsible for electric, cable, water, internet, etc... and any other utilities used to operate their business.

Section 12.12 Contingency

This lease is contingent upon Tenant obtaining all necessary state and local approvals required to open their business. If all state and local approvals are not received, Landlord agrees to refund Tenants security deposit and this lease will be deemed null and void.

WITNESS the execution hereof under seal of the day and year first above written.

350 Bedford St. LLC

LANDLORD

DocuSigned by:
Derek Savas 12/8/2021
F18C83DFEC56409

Signature

Date

Derek D. Savas, Managing Member

Printed Name / Title

Red Hand Brewing Company, Inc.

TENANT

DocuSigned by:
Karen Donnelly 12/8/2021
115448095BA44D2...

Signature

Date

Karen Donnelly, President & Treasurer

Printed Name / Title

DRAFT EXHIBIT A

(\$12,500 each will be paid by Landlord and by Tenant, for a total of \$25,000, representing the quoted cost of the following agreed upon work)

- Concrete floors – Rug pulled and floors finished with a protective coat as discussed
- Plumbing – install drain and sink near the beer brewing equipment for washing. Install a sink near bar and drain.
- Vestibule – could this be reduced? It takes up a ton of space and I think it might have had an ATM in before, so we don't need it that big.
- Existing walls down – Bathrooms and vault remain as is and maybe the storage closet remain as well.
- Walls finished where needed
- Construct a short wall in front of the men/woman's room to provide that blocked off from the main room. Approx 8' high by as wide.
- Ceiling to be vaulted as discussed.
- Lighting –lighting to be selected by Tenant
- Double door to replace teller window.
- Remove the teller tube and other teller equipment under the enclosure.
- Switch outside door to a glass door (not a solid door).

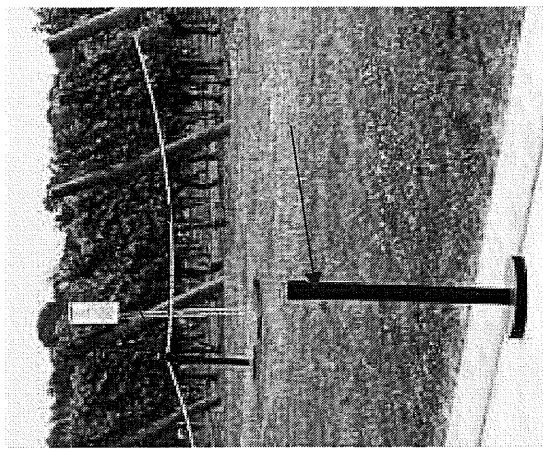
Items to be paid solely by Tenant and to be removed by Tenant after tenancy

- Addition of a walk-in cooler to be added outside of the building under the teller overhang
- Inside bar
- Any needed fencing for use of the outdoor space

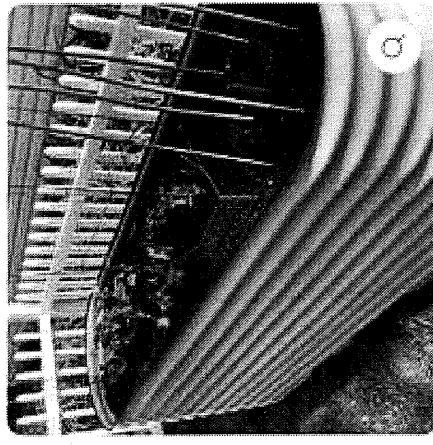
Indoor and Outdoor Floor Plan

Outdoor Fencing

Fencing with chain
from each stanchion



Garden bed



32" Tall 6 In 1 Raised Garden Bed Kit

Outdoor Seating



Outdoor picnic tables
Jim how many did we
agree to for outside?

**AGENDA ITEM #7
NOVEMBER 22, 2022**

**APPROVAL OF FY24 BUDGET CALENDAR AND BUDGET
OUTLOOK**

Attached is the proposed FY24 calendar and a presentation on the budget outlook.

TOWN OF LAKEVILLE

Fiscal Year 2024

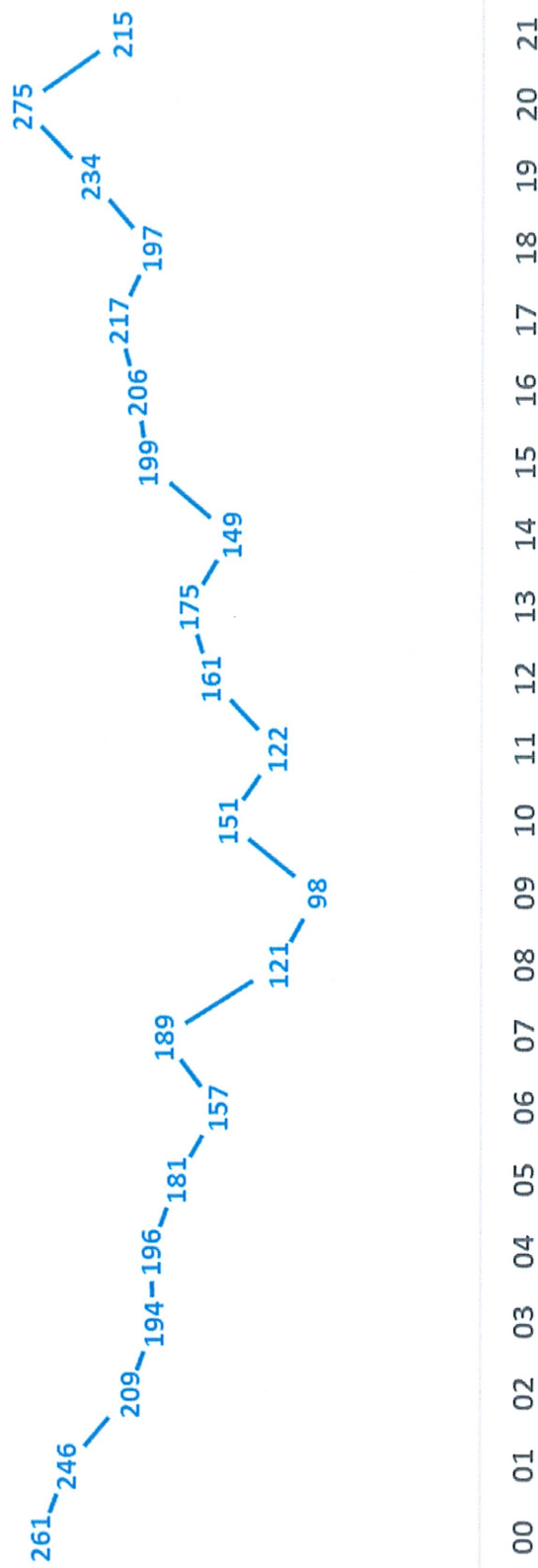
Budget Calendar

Tuesday, November 22, 2022	Select Board – Budget Guidance/Objectives
Wednesday, November 30, 2022	Department Heads Budget Kickoff General Guidelines, Budget/Capital Forms distributed
Monday, December 5, 2022	FY 2023 Tax Classification Hearing
Friday, January 6, 2022	Internal Deadline for Operating and Capital Budget Submissions
January 2023	Preliminary Revenue Budget Completed (Governor’s Budget)
Monday, February 13, 2023	Select Board and Finance Committee - preliminary FY2023 Budget Overview
Early – Mid March 2023	Select Board and Finance Committee – budget reviews and recommendations Capital Expenditures Committee reviews FY 2024 – FY 2028 Capital Plan Education Budgets, approved by F-L RSD and Old Colony School Committees
March 2023	Town Meeting Warrant Closes
Friday, April 14, 2023	Finalize FY2024 Recommended Budget/Capital Plan
April 2023	STM/ATM Warrants published/posted
May 2023	Special/Annual Town Meetings



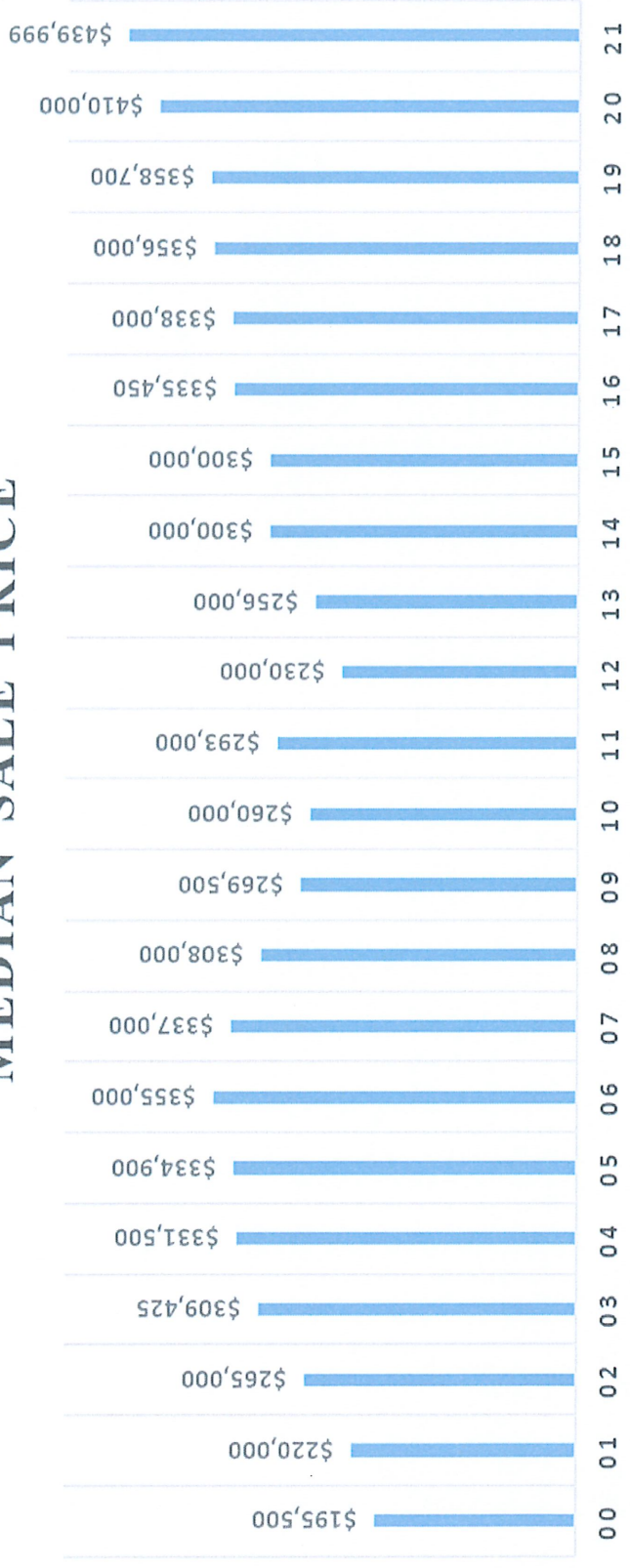
LAKEVILLE FY 2024 BUDGET OUTLOOK

NUMBER OF HOME SALES



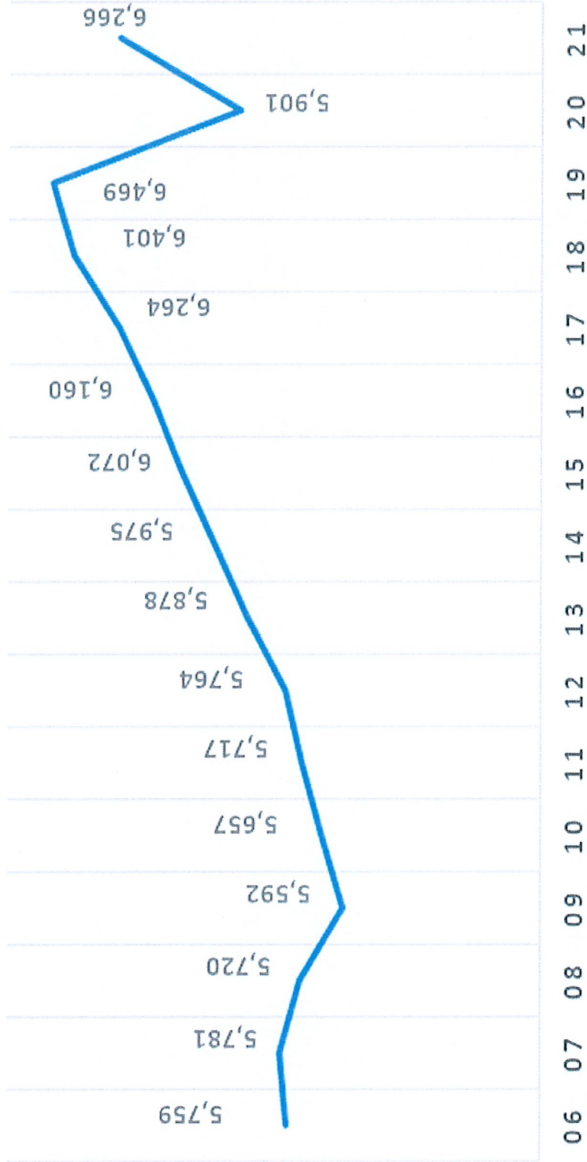
ECONOMIC INDICATORS: HOUSING

MEDIAN SALE PRICE



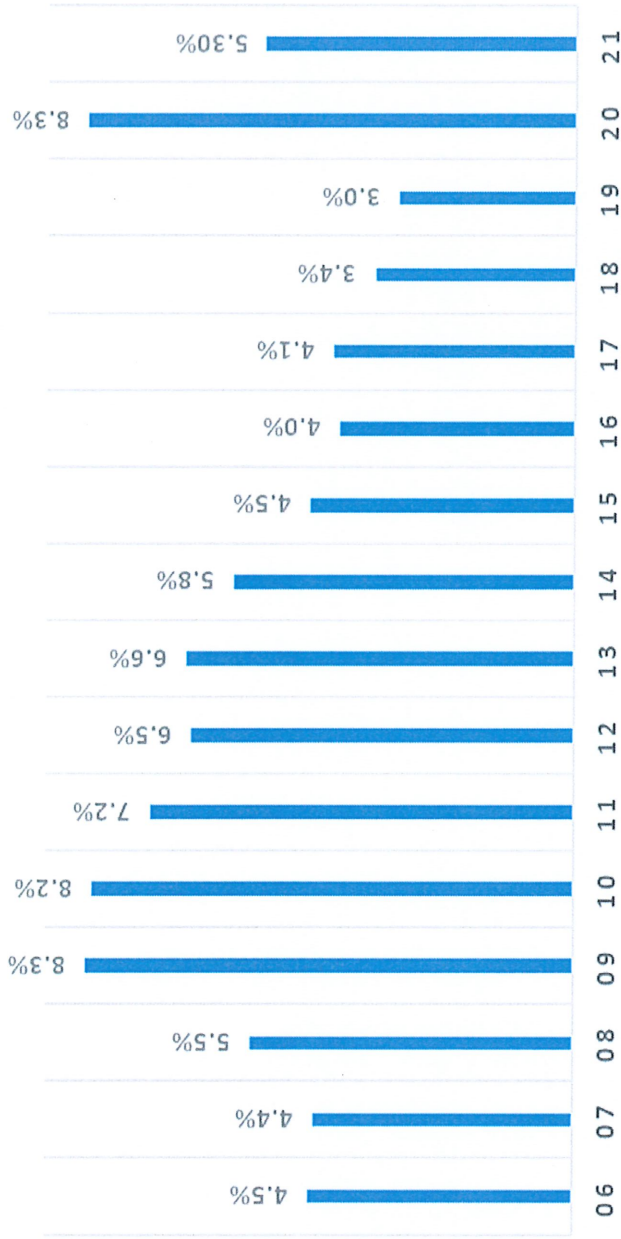
ECONOMIC INDICATORS: HOUSING

EMPLOYED RESIDENTS



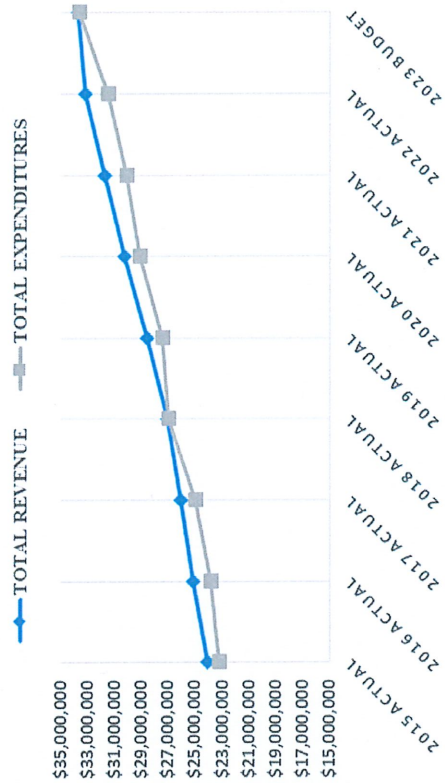
ECONOMIC INDICATORS: EMPLOYMENT

UNEMPLOYMENT RATE

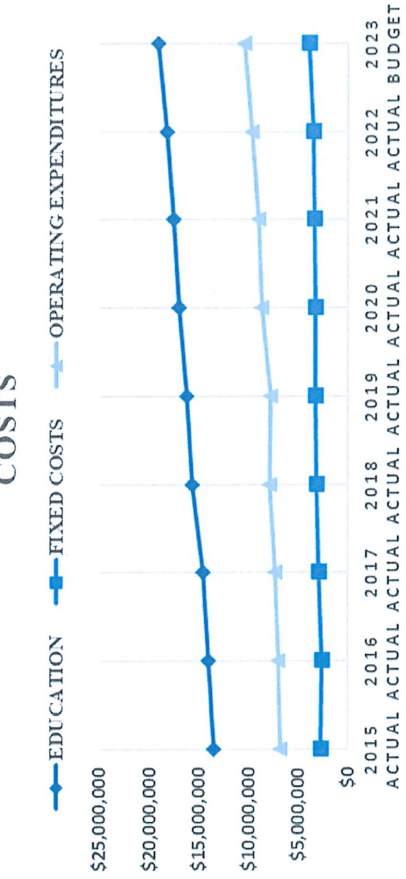


ECONOMIC INDICATORS:EMPLOYMENT

REVENUE V. EXPENDITURES



YEAR OVER YEAR INCREASE EDUCATION, OPERATING AND FIXED COSTS



GENERAL FUND REVENUE AND EXPENDITURES HISTORY

NEW GROWTH - TAX LEVY



Budget Considerations

Compensation

- CBAs currently under negotiation.
- Non-Union: 3% increases for full and part time staff would cost \$87K in FY 2024.

Employee Benefits

- Plymouth County pension assessment will increase by about \$150,000 per 2022 Actuarial Report.
- FY 2023 Health Insurance costs are estimated to be 8% higher than the previous fiscal year.

Emphasis will be placed on accommodating increased costs and maintaining levels of service.

Budget Considerations (cont.)

Education

- Regional district assessments have historically outpaced levy growth.

Local Receipts

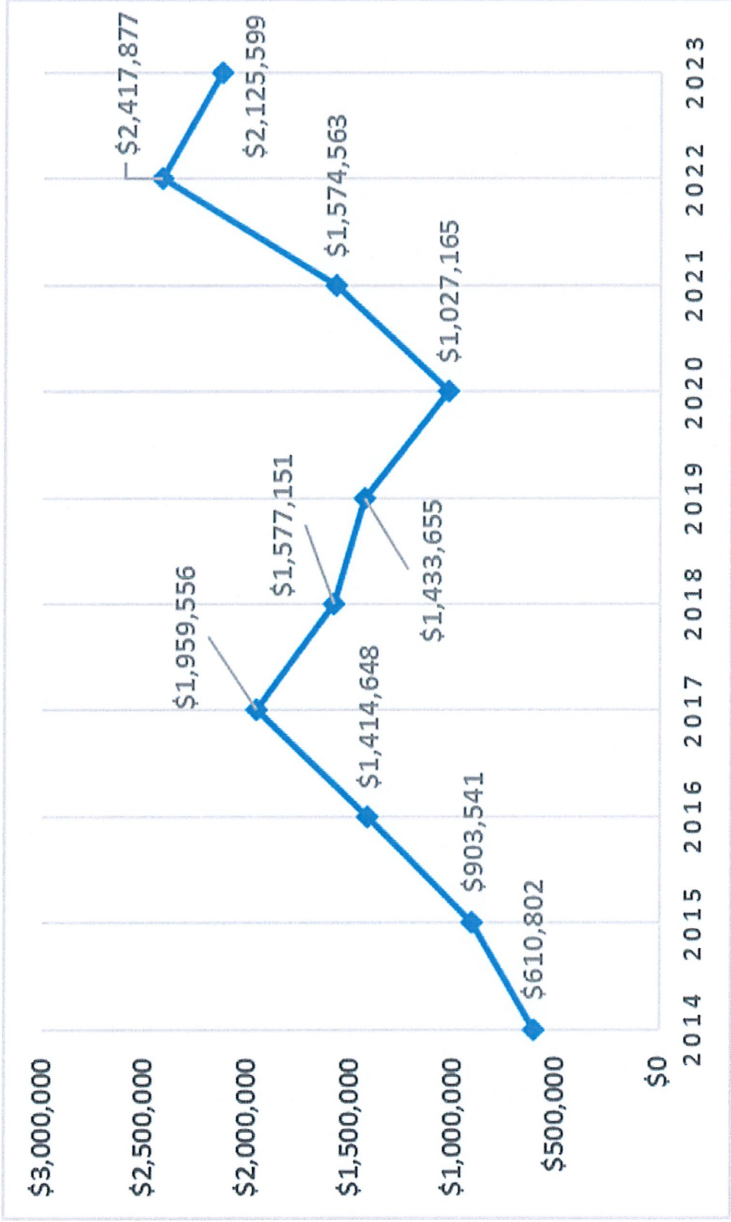
- FY 2023 budget: \$3,983,500
- FY 2022 actual: \$4,680,866

Snow Removal

- Budgeted at \$135,000
- Fiscal Year Annual Cost
- 2018 \$265,554
- 2019 \$147,356
- 2020 \$126,042
- 2021 \$186,670
- 2022 \$206,857
- 5 YR AVG \$186,496

State Aid

- FY 2023 Cherry Sheet allocation increased by \$240,667 due principally to increases in the Town's Smart Growth School Reimbursement.



FREE CASH

Budget Considerations (cont.)

FY 2023 Free Cash Certification:
\$2,125,599.

Potential uses

- 2022 Fall Town Meeting voted to allocate \$261,975.
- Stabilization: Select Board Financial Management Policy targets 10% of GF operating revenue.
 - Current balance: \$3,120,554/Target: \$3,367,046 (+\$250,000)
- OPEB: \$310,000 per Trust Contribution Schedule
- Capital Program
 - Department submissions due 1/6/23.
 - Recommended plan to Capital Expenditures Committee/Select Board/Finance Committee.
- Retain portion of Free Cash for unanticipated expenditures (e.g. snow removal).

Budget Calendar



**AGENDA ITEM #8
NOVEMBER 22, 2022**

**DISCUSS AND POSSIBLE VOTE TO APPROVE ADDITIONAL
VACATION TIME AND VEHICLE ALLOWANCE FOR FACILITIES
MANAGER**

Attached is a memo and email from the Town Administrator regarding a request to approve additional vacation time and a vehicle allowance for the new Facilities Manager, Paul Nee. Also attached is Mr. Nee's resume.



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

November 14, 2022

TO: Select Board

FROM: Ari J. Sky, Town Administrator 

SUBJECT: Facilities Manager Recruitment

The Facilities Manager position was widely advertised on municipal job listing and placement sites, social media and on the Town's website. The Town received 216 applications, of which four met required qualifications.

Several rounds of interviews were held over the course of the summer and fall. The interview panel consisted of Building Commissioner Nathan Darling, Human Resources Director John Viarella and me. I am pleased to inform you that the panel unanimously recommended Paul Nee (cover letter and resume attached) for the position.

Paul is currently self-employed and has an impressive background in facilities maintenance and repair. He has agreed to accept a starting salary of \$78,000. While the hiring of this position does not require Select Board approval, I respectfully request that the Board approve the provision of three weeks' vacation in recognition of his long tenure in the industry and a \$300 monthly vehicle allowance, consistent with other facilities staff.

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

Ari Sky

From: Ari Sky
Sent: Friday, November 4, 2022 9:43 AM
To: Richard LaCamera; Lia Fabian; Lorraine Carboni
Cc: John Viarella
Subject: Facilities Manager Update

Boardmembers –

As you know, I have had a number of discussions with Paul Nee regarding his application for the Facilities Manager position. The primary obstacle has been salary. I am pleased to report that Paul has verbally accepted a \$78,000 salary. While this appointment does not require Board approval, I am also recommending that the Town provide a vehicle allowance that would be consistent with the amounts provided to Nate Darling and Ted Dellaracco and three weeks' vacation in recognition of his established tenure in the profession, additional benefits that will require approval by the Wage & Personnel Board. My intention is to bring this recommendation to the November 21st Select Board meeting.

Thank you for your consideration, and please let me know if you have any questions.

Ari J. Sky, ICMA-CM

Town Administrator
Town of Lakeville
346 Bedford Street
Lakeville, Massachusetts 02347
asky@lakevillema.org
(508) 946-8803



Paul J. Nee



Professional Objective:

Property Management/ Site Supervisor

Professional Experience:

1st Choice Home Improvement Associates, Lakeville, MA

July 2004 - Present

Owner / Partner – residential and commercial/office construction

- Provide complete home/commercial improvement services. Projects completed include: complete home additions, door and window replacement, deck replacement, and kitchens/bathrooms/basement remodeling.
- Provide complete project management responsibilities including: project scope creation, project timeline creation/review, budget/cost creation and management, contract/insurance review and contractor and sub-contractor management to order to successfully complete the project in accordance with our mission, while maintaining strict adherence to state codes and regulations.
- Manage a variety of required state code inspections with local municipalities and building inspectors.
- Complete projects in a timely and orderly manner devoid of errors and budget oversights.
- Consistently satisfying customer requests and expectations with an end product/service that is exemplary of our high standards and with quality that will last for years.
- Construction projects completed range between \$1,000 and \$100,000 and include both residential and commercial/office projects.

Alpha Logistics Inc., Coral Springs, FL

August 2002 – July 2004

Independent Courier / DBA / L.T. Courier

- Reliably transported customer repairs to and from centrally located repair facilities.
- Punctually delivered store to store merchandise throughout the New England Region.
- Assured all merchandise was accounted for and signed.
- Provided customer relations between store managers and district managers.
- Provided proper maintenance of delivery vehicle, logged mileage, and recorded daily logs and expense reports.

Murray's express Inc. Bow, NH

August 1994 – August 2002

Independent Courier / DBA / L.T. Courier

- Reliably transported customer repairs to and from centrally located repair facilities.
- Punctually delivered store to store merchandise throughout the New England Region.
- Assured all merchandise was accounted for and signed.
- Provided customer relations between store managers and district managers.
- Provided proper maintenance of delivery vehicle, logged mileage, and recorded daily logs and expense reports.

**AGENDA ITEM #9
NOVEMBER 22, 2022**

**DISCUSS AND POSSIBLE VOTE TO APPOINT LORI FAHEY AS
COUNCIL ON AGING DIRECTOR**

Attached is a memo from the Town Administrator requesting that the Interim Council on Aging Director be appointed as Council on Aging Director.


Also attached is Ms. Fahey's resume and a list of accomplishments since becoming the Interim Council on Aging Director.



TOWN OF LAKEVILLE
Town Administrator's Office

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

November 16, 2022

TO: Select Board
FROM: Ari J. Sky, Town Administrator 
SUBJECT: Council on Aging Director

The Select Board appointed Lori Fahey to the COA Director position on an interim basis effective May 16, 2022. The interim appointment was initially set for six months.

Ms. Fahey has performed admirably in her tenure, advancing several programs and cultivating effective relationships with partner agencies, the Council on Aging and the COA's clients. The director position was posted internally for five business days, in accordance with the Town's personnel regulations, to facilitate the recruitment of a permanent director; Ms. Fahey was the sole applicant. I respectfully request that the Select Board appoint Lori Fahey to COA Director effective immediately, her salary to remain at the \$66,593 budgeted salary for the position.

Thank you for your consideration.

OBJECTIVE

To obtain the position as the Council on Aging Director where I am challenged to use my skills and knowledge in a positive, fun, creative way, working independently or as a TEAM.

EXPERIENCE

May 2022-Present-Interim Director

July 2021 – May 2022 – Administrative Assistant

December 2016 – July 2021 Clerk

LAKEVILLE COUNCIL ON AGING – Interim Director, Administrative Assistant and Clerk

Daily and Bi-weekly Responsibilities

Administer daily operations of the COA including but not limited to:

- Activities, programs, transportation, Meals on Wheels and outreach.
- Schedule and dispatch GATRA rides, Middleboro Day Care and Medical rides
- Set up for daily activities – programs and/or classes
- Utilize *My Senior Center* software to input new Meals on Wheels clients, enter new members' information and update present members' information
- Track monies received for events or activities
- Prepare deposits which include monies from trips, donations, programs, and classes

Monthly Responsibilities

- Prepare a six-page monthly report for GATRA, deposit GATRA monies along with the report, and sign-off on all of the mandatory forms
- Track miles, gather and check all volunteer Meals on Wheels driver mileage sheets
- Verify MOW volunteer mileage sheets, total them and submit them to Old Colony Elder Services for reimbursement after verifying and signing all reports
- Responsible for keeping track of miles and hours of all medical volunteers for Old Colony Planning Council. Complete required forms for reimbursement, sign off and submit
- Track all Middleboro Day Care rides, one-way or two. At the end of the month prepare an invoice and send to appropriate person paying the bill. Track all receipts and make deposits to the Treasurer/Tax Collector's Office.

Additional Responsibilities

- Trained new Council on Aging Administrative Assistant/Clerk on all facets of the position
- Was in charge of ALL volunteers
- Was in charge of the Brown Bag program for the past three and one-half years
- In charge of setting up annual One Coat coat drive every year
- Liaison between the Council on Aging and tour companies for all trips as well as tracking deposits and payments
- Provided Notary Services

Please see attachment as to what I have accomplished in the past 6 months as Interim Director at the COA.

January 2016 to December 2016

CLERK FOR THE TOWN OF LAKEVILLE'S TREASURER/TAX COLLECTOR DEPARTMENT

- Responsible for daily operations and customer service using MUNIS and INVOICE CLOUD
- Responsible for reconciling daily Treasurer draw and accurate Bank deposits
- Assisted HR clerically, while working in the Treasurer/Collector Department

July 2015 to January 2016

CLERK FOR THE TOWN OF LAKEVILLE'S TOWN CLERK

- Responsible for the daily office responsibilities and customer service
- Able to run the office effectively in the absence of the Town Clerk
- Ability to independently use state site and keep accurate, confidential voting records
- Was appointed as a Commissioner to Qualify Public Officers
- Provided Notary Services

2005 to 2015

TOWN OF BERKLEY – Various Departments/Boards/Committees

- Assisted various departments as needed to facilitate operations
- Town Clerk's secretary responsible for customer service with limited supervision
- Part-time secretary for the Conservation Commission for 7 years
- Part-time secretary to the Board of Appeals for 8 years
- *While working for the Treasurer, assisted with collections, receipts, processing, preparing vendor checks and daily deposits and bank reconciliation, assisted with new hire paperwork*
- *While working for the Town Accountant, assisted with vendor check data entry and bill processing for all Town and School Departments*
- Provided secretarial support to the Board of Selectmen
- Provided Notary Services

EDUCATION Somerset High School, Somerset, MA - Graduated 1988

REFERENCES Linda Ewell, 12 Bogey Way, Lakeville, MA – President of Lakeville *Friends* 508-746-5254

Cheryl Walters, 1 Moquin Drive, Middleboro, MA – Co-worker at COA 617-688-9736

Lucille Dallaire, 424 Enterprise Drive, Somerset, MA – Outreach worker at COA 508-672-4828

****Attachment****

Accomplishments as Interim Director from 5/14/2022 to present.

- Became Interim Director on May 14, 2022.
- During my second month as Interim Director, I completed my Gerontology Certificate course that I had started 2 months prior. It is something I am very passionate about.
- Since becoming Interim I have become: A member of the Emergency Planning Committee, A representative to the Old Colony Elders Services Board of Directors, A member of Mass Councils on Aging, Chairperson of the SALT/TRIAD Council, A member of the COA Board, I have been attending all Department Head meetings, Plus attended numerous trainings and workshops both virtual and in person.
- Volunteered to be on the Employee Recognition Program Committee.
- Had a great time recording the 3rd in a series of Welcome to Lakeville Town Government – Senior Center.
- Successfully submitted 5 Mass Cultural Council Grants on behalf of the Lakeville COA.
- Requested and was granted an extension on a previous Grant due to lack of sufficient Licensing on the previous Company's part.
- Applied for and was awarded a Title 3 Grant thru OCPC for a second year of a Nutrition Simplified Program here at the COA.
- Successfully submitted my required follow up in order to receive the SouthCoast CF Grant Award.
- I attended the MCOA Conferences this year for 2 of the 3 days. I made many new connections and friendships that will help in future programming. This is my second MCOA conference I have attended in person, and I attended one virtually.
- I have successfully planned programming for the past 6 months at the COA. It has been a fun-packed few months with programming and activities. Starting in January we will have a new Monthly hearing screenings/hearing aid cleaning program.
- I successfully (with guidance) filled out, signed and submitted required Earmark Grant paperwork for FY23.
- I have successfully completed our FY23 SIG contract. This grant pays for our Outreach worker. Since Interim I have turned in proper quarterly paperwork/Invoice from EOEA, and have been successfully receiving reimbursement.
- I have been attending all required and additional informational meetings as required and needed for continued learning.
- As Chairperson of the TRIAD/SALT Council, I have kept meetings running smoothly, following them with programming related to Senior Safety.
- I have been working closely with OCES, our Outreach Worker and our Police Liaison on multiple protective Service matters. All matters have been kept confidential and we are doing the most we can to help protect and keep our Seniors safe.
- Payroll and billing have proven to be easier than I had anticipated thanks to the initial assistance from HR and Accounting they have helped to make this transition happen smoothly.
- Scheduling and managing of the staff have gone smoothly as well.
- Kickoff for my first budget process is upon us, and this is something completely new to me. I have reached out to Christina, and spoken with Todd in Accounting and feel confident that with assistance I will be able to negotiate the process comfortably.
- Have had great interactions with Department Heads when needing assistance or collaborations on programming. I definitely feel comfortable reaching out without hesitation.
- *Most importantly to me*, I have been able to accomplish all of this while still keeping my relationships and interactions with the Seniors, which is what I was afraid of losing when I was first asked about the Interim position.

**AGENDA ITEM #10
NOVEMBER 22, 2022**

**DISCUSS AND POSSIBLE VOTE TO APPROVE REQUEST FROM
DEPARTMENT OF PUBLIC WORKS DIRECTOR TO RE-HIRE
CHARLES HENRIQUES AS EMERGENCY SNOW AND ICE
WORKER AT GRADE 6, STEP 5**

Attached is a memo from the Department of Public Works Director requesting to rehire Charles Henriques as Emergency Snow and Ice Worker at Grade 6, Step 5 (\$24.94 per hour).



RECEIVED
NOV 16 2022
SELECTMEN'S OFFICE

MEMO

To: Town of Lakeville Select Board
From: Franklin Moniz, DPW Director

Date: November 15, 2022
CC: John Viarella, HR Director

Subject: Re-Hire Charles Henriques

Summary:

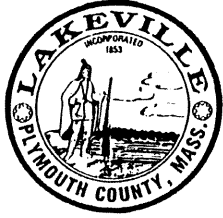
Charles Henriques was hired last year as an Emergency Snow and Ice Worker. Mr. Henriques performed admirably and I would like to bring him back this year as well. Due to competitive pressures I am requesting authority to pay Charles at a grade 6 step 5 which is \$24.94 per hour.

**AGENDA ITEM #11
NOVEMBER 7, 2022**

**DISCUSS AND POSSIBLE VOTE TO APPOINT ANTHONY ZUCCO
AS ASSOCIATE MEMBER ON THE ZONING BOARD OF APPEALS**

Attached is a memo from the Zoning Board of Appeals requesting the appointment of Anthony Zucco as Associate Member. Also attached is Mr. Zucco's application and background.

If appointed his term would expire July 31, 2023.



Town of Lakeville
ZONING BOARD OF APPEALS
346 Bedford Street
Lakeville, MA 02347
774-776-4350

RECEIVED
NOV - 7 2022
SELECTMEN'S OFFICE

MEMORANDUM

TO: Select Board
FROM: Zoning Board of Appeals
DATE: November 4, 2022
SUBJECT: Recommendation for associate member

Please be advised that on November 3, 2022, the Zoning Board voted unanimously to recommend that Anthony Zucco be appointed as an associate member on the Zoning Board. Mr. Zucco will fill the position created when Mr. Campeau was appointed as a full member. The ZBA respectfully requests that this item be placed on your next agenda.



Town of Lakeville

Town Office Building

346 Bedford Street

Lakeville, Massachusetts 02347

OFFICE OF
SELECTMEN
TELEPHONE 508-946-8803
FAX 508-946-0112

Board/Commission/Committee (B/C/C) Application

Full Name: Anthony Joseph Zucco Date: 7/19/22

Home Address: 14 Betty's Neck Road

Mailing Address (if different from above): _____

Email Address: [REDACTED]

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Please indicate how you would prefer to be reached by circling: Email – Phone(h) – Phone(c)

B/C/C Applying To:

- Agricultural Commission
- Zoning Board of Appeals
- Cable TV Advisory
- Conservation
- Energy Advisory
- Historical Commission
- Lakeville Arts Council
- Open Space Committee
- Master Plan Implementation
- Rent Control Board
- Zoning By-law Review Advisory
- Project Review for 43D
- Planning Board, Board of Health

In addition to this application, please provide a detailed cover letter discussing your experience and skills relevant to the B/C/C to which you are applying and a resume with your current and prior work/volunteer experience. Please make sure to include any other special abilities or attributes that may benefit the town.

Please be advised that applicants being considered for appointment to a B/C/C in the Town of Lakeville, MA may be subject to background investigation and financial disclosure.

I understand that participation in a board or committee is strictly voluntary and is not subject to compensation. I further understand that the Town of Lakeville does not discriminate its selection process for committee members based on race, color, religion, national origin, disability, gender, age, military status, sexual orientation, or genetic history.

Signing below indicates my understanding of the above disclosures and certifies that the information provided above by me is true and accurate to the best of my ability.

[Signature]
Signature of Applicant

7/19/22
Date

Please return the completed application to Tracie Craig-McGee, Executive Assistant to the Board of Selectmen at 346 Bedford Street, Lakeville, MA 02347 or email: tcraig-mcgee@lakevillema.org

Tracie Craig-McGee

From: Anthony Zucco <anthony@eastcoastgenerator.net>
Sent: Tuesday, August 30, 2022 11:23 AM
To: Nathan Darling, Building Commissioner & Zoning Enforcement Officer; Tracie Craig-McGee
Subject: RE: Openings on Boards-Committees
Attachments: lakeville Board Form.pdf

Hi Tracie,

I'm super sorry I didn't get back to you sooner.... Work has been nuts and as I'm sure you know help is scarce... Attached is the Board/ commission application. I would like to get involved with the town in an attempt to provide and apply any of my experiences and knowledge that could benefit us all for the future. I've truthfully never been on any town board/ committee before but I'm sure it cant be that hard to pick up on. The boards I have chosen have the most interest to me, and with my construction background I think I would be able to apply myself best in these fields.

My life story..... I was raised by two hard working parents, my mother was an LPN for 13 years, and went back to school once I was born to pursue her dreams as a hair stylist, and ended up purchasing a Hair Salon in Weymouth where she has been for the past 26 years, and now has 13 stylists that she employs. My father was a master electrician for Consolidated electrical contractors for 7 years, and in 1985 he went on to open his own business Zucco Electrical Incorporated, which he still runs today. It's safe to say I grew up in a blue collar household that taught me my most valuable lesson, to work hard and give anything I did a 110%, also treat people with respect along the way.

I'm 30 years old, raised in West Bridgewater, moved to Bridgewater with my parents at 12 years old, and continued my education in West Bridgewater via a school choice program. After High School I went on to Attend Southern Maine Technical College at be an electrical engineer, and learned quickly that college was not for me, and I was much better off working with my hands. I Came home after my first semester with all my belongings in the bed of my truck (my parents were not thrilled to say the least) but there wasn't a chance I was going back haha. I convinced my father to let me work for him, and I started night school to get my hours for my journeyman electrical license. My father stuck me with his senior Forman who was an old school electrician in his 60's at the time, and he taught me 90% of what I know today in the trade. Once I got my journeyman license In 2014 I went on to open up East Coast Generator, which at the time was just a division of my fathers company... but has grown to where we are today, appx. 3,000 annual maintenance clients, 7 company vehicles, various heavy equipment machines, 9 employees, and soon to be a second building because we are running out of space fast.

While building the business, I furthered my education and got my Master Electrical license, Hoisting license, became an industrial certified master technician for Kohler Power systems, Briggs and Stratton Power Products, and Generac Power Systems. I am currently working on getting my Real estate license, also taking flight classes to get my private pilots license at some point in the near future, and hopefully get my Home Improvement Contractors license at some point.

In the future, or realistically when the positions becomes available... I would like to apply to become a wiring inspector... I would preferably like to apply in Lakeville once Bob decides he wants to retire, but If the position is filled then I would apply in one of the surrounding towns.

I've Designed and built 3 houses, 2015 I built a colonial in Bridgewater, after completion I found my way to Long Pond with a friend and fell in love with the town and the lake, sold Bridgewater in 2017, and bought a cottage in the Hemlocks, knocked the cottage down and built a new house on the property... met my soon to be wife shortly after I

finished the house and in 2019, we found the 9 acre property on Bettys neck road where we wanted to build our dream home, so we sold the Hemlocks home and built again on Bettys neck road where we plan to raise a family.

This is probably way more information than you were looking for, but oh well.

In the long and short of it... I have a strong construction background, the ability to critically think, problem solve, and come up with solutions to overcome road blocks/ issues in everyday scenarios, so I think applying for one of these boards is a great way to be involved in the community and try to make a positive impact on the future of our town.

Best regards,

Anthony Zucco

East Coast Generator

180 Fireworks Circle

Bridgewater, MA 02324

www.eastcoastgenerator.net

email: anthony@eastcoastgenerator.net

cell: 1-508-962-1659

office: 1-774-223-5020

"Never Feel helpless during a Power Outage"

Confidentiality Notice: The information contained in this email is confidential, proprietary or privileged and may be subject to protection under the law, The message is intended for the sole use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are notified that any use, distribution or copying of the message is strictly prohibited and may subject you to criminal or civil penalties. If you received this transmission in error, please contact the sender immediately by replying to this email and delete the material from any computer.

From: Nathan Darling, Building Commissioner & Zoning Enforcement Officer <ndarling@lakevillema.org>

Sent: Monday, July 18, 2022 8:49 PM

To: Tracie Craig-McGee <tcraig-mcgee@lakevillema.org>

Cc: Anthony Zucco <anthony@eastcoastgenerator.net>

Subject: Openings on Boards-Committees

Hi Tracie,

I have heard a couple folks asking about openings on Town Boards and Commissions and have been directing them to the Town's website <https://www.lakevillema.org/select-board/pages/current-vacancies-lakeville-town-committees> . Is this a current list or did a bunch of these just get filled?

Anthony Zucco (copied above) is a resident electrician and business owner that is currently looking for a good opportunity to serve. I have worked with Anthony for many years and would not hesitate whatsoever recommending him for any open position that he is interested in.

Can you give him a hand if he finds something that interests him?

Thank you,
Nate

**AGENDA ITEM #12
NOVEMBER 22, 2022**

**REVIEW AND POSSIBLE VOTE TO APPROVE SELECT BOARD
MEETING MINUTES OF NOVEMBER 7, 2022**

TOWN OF LAKEVILLE
Select Board Meeting Minutes
November 7, 2022 – 4:00 PM
Lakeville Police Station Meeting Room
323 Bedford Street, Lakeville, MA

On November 7, 2022, the Select Board held a meeting at 4:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 4:00 PM by Chairman LaCamera. Members present were Chairman LaCamera, Member Fabian and Member Carboni. Also present was Ari Sky, Town Administrator and Tracie Craig-McGee, Executive Assistant to the Select Board & Town Administrator. LakeCAM was recording the meeting for broadcast.

Select Board Announcements

Chairman LaCamera read the Select Board announcements.

Town Administrator Announcements

Mr. Sky read the Town Administrator's announcements. Member Fabian asked about the playground project at Ted Williams Camp. Mr. Sky said he has seen social media posts about different concepts, but we have not received any information. Member Fabian said at the Plymouth County Advisory Board Meeting, there was a Selectman from another Town that was very upset about ARPA funding. Mr. Sky said Lakeville has received $\frac{1}{4}$ of the money the Town is entitled to under the population formula. We have had nothing but challenges for the proposed water project, which is a classic ARPA project. The current hold up is the Town House bathroom, which will be a public bathroom for events. The bathroom is not eligible for funding, but the water and septic are. Plymouth County has only awarded 10 projects as of last month. Chairman LaCamera said County Treasurer and the Chair of the Plymouth County Advisory Board should meet with the Select Board. Regarding the martial arts club agreement, who is responsible to do what should be included in the agreement.

Update on Lakeville Hospital Property Redevelopment and discuss and possible vote to approve draft Development Agreement

Chairman LaCamera said the Town Meeting on the 14th is very important to what happens at the property. The proposed mixed-use development change has been recommended by the Planning Board. The bylaw has been in effect since 2003 including warehouse as an accessory use to offices, manufacturing etc. This only applies to the Lakeville Hospital property. The Memorandum of Agreement defines the conditions of the project, and includes the same conditions in the special permit were approved by the 43D Permitting Committee, Planning Board, Conservation Commission, Board of Health and the Select Board. Rhino is proposing two (2) warehouses. If this does not go forward, there will be several hundred units of affordable housing on the property with a significant impact on the schools. Our student percentage is how we pay for the school budget, which will be a serious problem for the Town.

Chairman LaCamera said we have been working on the Memorandum of Agreement for six (6) to eight (8) weeks and a number of meetings in Executive Session. The Memorandum of Agreement sets the conditions on what the Town is expecting for this project. At Tuesday night's meeting with the Planning Board, the agreement was unanimously agreed on by the Planning board and Select Board.

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

VOTED: To approve the Memorandum of Agreement for 43 Main Street, Lakeville, MA.
Unanimous in favor.

Discuss and possible vote to accept resignation of Dr. Frederick C. Beal, III from Cemetery Commission

Chairman LaCamera said the Board had received a letter from Fred Beal resigning from the Cemetery Commission, effective November 1, 2022. We will send a letter thanking him for his service to the Town.

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

VOTED: To accept the resignation of Dr. Frederick C. Beal, III from the Cemetery Commission, effective November 1, 2022.
Unanimous in favor.

Meet with Cemetery Commission to discuss and possible vote on increase in Cemetery Commission fees

Emery Orrall, Chairman and Kenneth Upham, members of the Cemetery Commission, were present for the meeting. Chairman Orrall called the Cemetery Commission to order at 4:18 PM. Chairman Orrall said the gravedigger now charges \$1,000 to open a grave, so we need to increase our fee to \$1,000.

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

VOTED: To approve the increase in the Cemetery Commission Schedule of Fees from \$850.00 to \$1,000 for grave openings for full burials.
Unanimous in favor.

Discuss and possible vote to appoint Joan Gladu Morton to fill vacancy on Cemetery Commission

Chairman LaCamera said we have a request from the Cemetery Commission to appoint Joan Gladu Morton to the Cemetery Commission. This would be a joint appointment with the Cemetery Commission.

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

VOTED: To appoint Joan Gladu Morton to the Cemetery Commission for a term to expire April 3, 2023.
Five (5) in favor.

Upon a motion made by Mr. Upham and with Chairman Orrall stepping down to second, it was:

VOTED: To adjourn the Cemetery Commission Meeting at 4:23 PM.
Unanimous in favor.

Discuss and possible vote to withdraw Article 17 (Reusable materials or equipment) at November 14, 2022 Special Town Meeting

Mr. Sky said the Planning Board voted 3/2 to recommend not to approve Article 17. Areas of concern were questions on enforcement. A meeting was held with the group and we will clarify enforcement criteria. The group has recommended withdrawing this article.

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

VOTED: To withdraw Article 17 from the Special Town Meeting Warrant.
Unanimous in favor.

Revisit 2023 Holiday Schedule and possible vote to approve

Chairman LaCamera said the Friday before Christmas has been included as a holiday in observance of Christmas Eve.

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

VOTED: To approve the 2023 Holiday Schedule.
Unanimous in favor.

Discuss and possible vote to approve Taunton Water application for 475 Kenneth Welch Drive

Member Carboni recused herself from the discussion. Mr. Sky said this was mistakenly approved by Taunton without our knowledge. The applicant has stated they need basic water for plumbing. Chairman LaCamera said the usage is 450 gallons per day. The approval needs to state that the 450 gallons per day cannot be used for cultivation.

Upon a motion made by Member Fabian with Chairman LaCamera stepping down to second, it was:

VOTED: To approve the Taunton Water application for 475 Kenneth Welch Drive at 450 gallons per day not to be used for cultivation and to come back to the Board if there is a change of use for cultivation.
Two (2) in favor with Member Carboni abstaining.

Richard Scott of Rush Pond Road asked Chairman LaCamera when he spoke about 500 units of housing on the Lakeville Hospital Property site, what was the basis? Chairman LaCamera said the owners have said if they don't get the zoning, they will be going with a 40B development. Mr. Scott expressed his concern about the Board stating that as your words carry weight. Member Fabian said the Board would not be doing their due diligence if we don't tell people about that. Mr. Scott said you can point it out, but don't say it is the only thing that may happen on the property. Chairman LaCamera said for 30 years nothing has happened at the site. If the warehouse doesn't go through, what do you think will happen. Discussion occurred regarding who is responsible for the clean-up of the site.

Mr. Scott said the Town, stakeholders, State politicians and DEP were never brought together to discuss the property. We have had the Town deciding through the Planning Board and Select Board what is appropriate. Mr. Scott spoke about protections for abutters from back up alarms and diesel idling. Chairman LaCamera said trucks cannot idle for more than five (5) minutes. Further discussion occurred regarding the landfill cleanup. Chairman LaCamera said DEP has the responsibility for the landfill. Noelle Rilleau asked that the Board engage with the Town's legislators more regarding the clean-up. Member Fabian said that Congressman Auchincloss said if the Town owned the property, there could be a grant for the clean-up. Chairman LaCamera said the State walked away from it and they auctioned it off. When he was on the Board previously, the Board tried to get the State to put together a reuse plan, but they said no and auctioned it off.

Chairman LaCamera said we have been waiting for 30 years for solutions to the problem. We now have a company that says they will clean it up, so its either a warehouse or several hundred units of housing that will destroy our Town. DEP will make sure that no contaminants will go into the aquifer. When the State closed the facility, they didn't shut off the water. The buildings are in very bad condition. Janet Scott of Rush Pond Road said we are being left in this position of a facility coming in that will negatively impact us with noise or fumes and chemicals and traffic so we don't have 40B housing. Ms. Scott said she was in favor of the Stop and Shop, Target and restaurants development as we thought it would provide services to the Town. Chairman LaCamera pointed out that the Stop and Shop Development had 10,800 daily vehicle trips versus 642 for the warehouse. Ann Marie Sherrick of Sterling Court said it is important to note that there is not someone waiting to buy the property from Rhino. We have a lot of open space in town that a zoning change could be applied for. That opens up the Town for more warehouses in a mixed-use zone. Chairman LaCamera said article is only for this piece of property. Ms. Sherrick said people can change their property zoning. Chairman LaCamera said if someone applies for a mixed-use development, it doesn't mean it is a warehouse. A zoning change has to go before Town Meeting. Further discussion occurred about the possibility of zoning changes for other

properties. Chairman LaCamera noted the Town already has a mixed-use district. Ms. Sherrick said the current by-law could be changed to include warehouses as an initial use. Chairman LaCamera said yes with Town Meeting approval. Further general discussion occurred regarding the property.

Review and possible comments regarding Site Plan Review – 348 Bedford Street

Chairman LaCamera said this is the Old Eastern Bank, which is being proposed as a brewery. Member Fabian asked about the outdoor toilet facility. Mr. Sky said it is for the outdoor venue. Member Fabian said she had questions on parking. Member Carboni said they will be working with a local food truck to buy food. The outdoor seating has an outdoor restroom facility. There was discussion about it being visible and they talked about a fence. Chairman LaCamera said the plan does not have designated parking. Member Fabian said parking is the Planning Board's responsibility. Member Carboni said the total spaces required are 113, and they have requested a waiver from the parking requirement. There are 45 inside seats planned. Chairman LaCamera said there should be a parking plan for the entire property. Also, parking will not be allowed at the Town Office Building. Member Fabian said she does not like the portable bathroom. Member Fabian asked about the water usage. Mr. Sky summarized the Board's comments as parking for the entire site; outdoor bathroom; water usage and no parking at the Town Office Building.

Discuss and possible vote to appoint Denise Barbuto as a member of the Master Plan Implementation Committee

Chairman LaCamera said we have received a request from the Master Plan Implementation Committee to appoint Denise Barbuto as a member.

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

VOTED: To appoint Denise Barbuto as a member of the Master Plan Implementation Committee for a term to expire July 31, 2023.
Unanimous in favor.

Discuss and possible vote to appoint Emily Ryan and Carol Carson as Volunteer Observers for Middleborough Lakeville Herring Fishery Commission

Chairman LaCamera said we have received a request from the Middleborough/Lakeville Herring Fishery Commission to appoint two (2) volunteer observers.

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

VOTED: To appoint Emily Ryan and Carol Carson as Volunteer Observers for the Middleborough/Lakeville Herring Fishery Commission for terms to expire September 30, 2023.
Unanimous in favor.

Discuss and possible vote to extend closing times for restaurants with liquor licenses on New Year's Eve

Chairman LaCamera said in the past the Board has approved the extension of hours for restaurants with liquor licenses on New Year's Eve.

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

VOTED: To approve the extension of hours for restaurants with liquor licenses on New Year's Eve.
Unanimous in favor.

Discuss and possible vote to extend closing times for package stores with liquor licenses on Christmas Eve and New Year's Eve

Chairman LaCamera said no one has ever asked to be open later on Christmas Eve and New Year's Eve. The Board took no action on this.

Review and possible vote to approve Select Board Meeting Minutes of October 24, 2022, November 1, 2022 (1:00 PM) and November 1, 2022 (5:00 PM)

Member Carboni noted that on the November 1, 2022 minutes for 1:00 PM, it should note that she exited the meeting.

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

VOTED: To approve the October 24, 2022, November 1, 2022 (1:00 PM) as amended and November 1, 2022 (5:00 PM) Select Board Meeting Minutes.
Unanimous in favor.

New Business

There was no New Business discussed.

Old Business

There was no Old Business discussed.

Adjournment

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

VOTED: To adjourn the Select Board Meeting at 5:44 PM.
Unanimous in favor.

List of documents provided at the Select Board Meeting of November 7, 2022

1. Agenda page
2. Agenda page
3. Agenda page
4. Agenda page; letter of resignation
5. Agenda page; letter from Cemetery Commission with list of fees; letter from Joan Gladu Morton; email from Cemetery Commission
6. Agenda page; email from Town Administrator
7. Agenda page
8. Agenda page; Taunton Water application
9. Agenda page; memo from the Planning Board; site plan review application; site plan and additional information
10. Agenda page; memo from Zoning Board of Appeals; letter of interest from Denise Barbuto and information form
11. Agenda page; letter from Middleborough/Lakeville Herring Fishery Commission
12. Agenda page
13. Agenda page
14. Agenda page; Select Board Meeting Minutes October 24, 2022; November 1, 2022 (1:00 PM) and November 1, 2022 (5:00 PM)

**AGENDA ITEM #13
NOVEMBER 22, 2022**

NEW BUSINESS

**AGENDA ITEM #14
NOVEMBER 22, 2022**

OLD BUSINESS