

AGENDA
Selectmen and Wage and Personnel Board, as applicable
Remote Location Meeting
March 25, 2020 – 11:00 AM

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

1. In accordance with the Governor's Order Suspending Certain Provisions of the Open Meeting Law, G.L. c.30A, §20, relating to the 2020 novel Coronavirus outbreak emergency, the March 25, 2020 public meeting of the **Board of Selectmen** shall be physically closed to the public to avoid group congregation. **However, to view this meeting in progress, please go to [facebook.com/lakecam](https://www.facebook.com/lakecam) (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**
2. Discuss postponing the April 6, 2020 Annual Town Election
3. Review In-House Public Safety License Agreement with New Cingular Wireless PCS LLC and vote to authorize Town Administrator to sign Agreement
4. Review and vote to approve Job Descriptions for Part Time Park Maintenance and Park Department Supervisor
5. New Business
6. Old Business
7. Any other business that may properly come before the meeting

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

**AGENDA ITEM #1
MARCH 25, 2020**

IN ACCORDANCE WITH THE GOVERNOR'S ORDER SUSPENDING CERTAIN PROVISIONS OF THE OPEN MEETING LAW, G.L. C.30A, §20, RELATING TO THE 2020 NOVEL CORONAVIRUS OUTBREAK EMERGENCY, THE MARCH 25, 2020 PUBLIC MEETING OF THE BOARD OF SELECTMEN SHALL BE PHYSICALLY CLOSED TO THE PUBLIC TO AVOID GROUP CONGREGATION. HOWEVER, TO VIEW THIS MEETING IN PROGRESS, PLEASE GO TO FACEBOOK.COM/LAKECAM (YOU DO NOT NEED A FACEBOOK ACCOUNT TO VIEW THE MEETING). THIS MEETING WILL BE RECORDED AND AVAILABLE TO BE VIEWED AT A LATER DATE AT [HTTP://WWW.LAKECAM.TV/](http://www.lakecam.tv/)

**AGENDA ITEM #2
MARCH 25, 2020**

**DISCUSS POSTPONING THE APRIL 6, 2020 ANNUAL TOWN
ELECTION**

Attached is the Act of 2020 allowing the Selectmen to postpone the 2020 municipal election and increase voting options in response to the Declaration of Emergency to respond to Covid-19 and a sample application for an absentee ballot.

If you would like to postpone the election, the motion will be:

I move that the Board vote, in accordance with the authority set forth in Chapter 45 of the Acts of 2020, titled "An Act Granting Authority to Postpone 2020 Municipal Elections in the Commonwealth and Increase Voting Options in Response to the Declaration of Emergency to Respond to COVID-19", to postpone the date of the Annual Town Election from Monday, April 6, 2020 to date uncertain.

Tracie

Chapter 45
of the Acts of 2020

T H E C O M M O N W E A L T H O F M A S S A C H U S E T T S

In the One Hundred and Ninety-First General Court

AN ACT GRANTING AUTHORITY TO POSTPONE 2020 MUNICIPAL ELECTIONS IN THE COMMONWEALTH AND INCREASE VOTING OPTIONS IN RESPONSE TO THE DECLARATION OF EMERGENCY TO RESPOND TO COVID-19.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to forthwith provide for the rescheduling of elections as a result of the governor's declaration of emergency to respond to COVID-19 and to increase voting options, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

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

SECTION 1. (a) Notwithstanding section 9 of chapter 39, sections 26 and 28 of chapter 51 and chapters 53 and 54 of the General Laws or any other general or special law or by-law to the contrary, a city or town with a municipal caucus or annual or special municipal election scheduled between the effective date of this act and May 30, 2020, may postpone such municipal caucus or municipal election in accordance with this act.

The select board, town council, board of registrars or city council of the city or town may vote on any day prior to the date of their scheduled municipal caucus or municipal election to postpone the municipal caucus or municipal election to a date certain on or before June 30, 2020. Such rescheduled caucus or election shall be held in accordance with all applicable election laws except as otherwise provided in this act.

(b) The select board, town council or city council of a city or town postponing a municipal caucus or municipal election pursuant to this act shall, following consultation with the local election official and the chief operating officer of the municipality as to logistics and feasibility, vote to reschedule the municipal caucus or municipal election. A copy of this act, the vote of the select board, town council or city council and a sample ballot shall be placed on the official municipal website not later than 20 days before the date to which the rescheduled caucus or election has been postponed. Notice of such action shall be provided to the public in other ways reasonably calculated to enable eligible voters to learn of the rescheduled election date and to cast ballots therein. The notice may include, but shall not be limited to, a "reverse-911" call, municipal list-serve notifications, advertisement on local cable television or issuance of a press release sent to local news media.

(c) Consistent with section 107 of chapter 41 of the General Laws, an incumbent elected official whose term would have expired at a municipal annual town election if the election was not postponed pursuant to this act shall continue to serve in the official's position until a successor is elected and qualified.

(d) If this act does not take effect until after the date of a scheduled municipal caucus or municipal election during the state of emergency declared by the governor pursuant to executive order 591, declaration of a state of emergency to respond to COVID-19, the actions of the board of selectmen, town council, city council and local election officials to postpone a municipal caucus or municipal election shall be ratified, validated and confirmed as if this act had been in place prior thereto.

SECTION 2. The last day to register to vote for any annual or special municipal or state election postponed pursuant to this act or otherwise postponed in response to COVID-19 shall be 10 days before the date to which the rescheduled election has been postponed; provided, however, that the board of registrars shall hold a registration session on that date not less than from 2:00 PM to 4:00 PM and from 7:00 PM to 8:00 PM. The voting list to be used at such rescheduled election shall include all eligible voters registered as of that date.

SECTION 3. The caucus or election materials, including, but not limited to, absentee and official ballots, prepared for a municipal caucus or any annual or special municipal or state election postponed pursuant to this act or otherwise postponed in response to COVID-19 and bearing that date shall be used for the rescheduled caucus or election to the extent practicable. If additional ballots are required to be printed, the ballots shall be identical in form to those prepared for the original caucus or election.

SECTION 4. Absentee ballots cast in connection with the original election date for any annual or special municipal or state election postponed pursuant to this act or otherwise postponed in response to COVID-19, whether returned before the original election or otherwise, and received by the local election official before the close of polls on the date of the rescheduled election, shall be processed in accordance with applicable law; provided, however, that any voter who chooses to vote in person on the date of the rescheduled election may do so if their absentee ballot has not yet been counted. Completed applications to vote by absentee ballot in the rescheduled election shall be accepted by the board of registrars until 12:00 noon on the last business day before the rescheduled election.

For an election held on or before June 30, 2020 any person taking precaution related to COVID-19 in response to a declared state of emergency or from guidance from a medical professional, local or state health official, or any civil authority shall be deemed to be unable by reason of physical disability to cast their vote in person at a polling location.

SECTION 5. (a) Notwithstanding section 25B of chapter 54 of the General Laws or any other general or special law to the contrary, any eligible voter may vote early by mail for any annual or special municipal or state election held on or before June 30, 2020.

(b) Any qualified voter wanting to early vote by mail may file with their local election official an application for an early voting ballot. Any form of written communication evidencing a desire to have an early voting ballot be sent for use for voting at an election shall be given the same effect as an application made in the form prescribed by the state secretary. Local election officials shall send early voting by mail ballots to those who have applied as soon as ballots are available. No application shall be deemed to be seasonably filed unless it is received in the office of the local election official before noon on the last business day before the date on which the rescheduled election is held.

(c) Local election officials may substitute absentee ballots for early voting ballots for those voters requesting to vote early by mail in municipal elections. An early voting ballot or absentee ballot substituted for an early voting ballot, along with an envelope bearing an affidavit as set forth in section 25B of chapter 54 of the General Laws, shall be provided to each qualified voter who participates in early voting by mail.

(d) The local election officials shall cause to be placed on the voting lists opposite the name of a qualified voter who participates in early voting the letters "EV" designating an early voter.

(e) The counting of early voting ballots shall be consistent with section 25B of chapter 54 of the General Laws and implemented regulations to the extent practicable. All envelopes referred to in this section shall be retained with the ballots cast at the election and shall be preserved and destroyed in the manner provided by law for the retention, preservation or destruction of official ballots.

(f) All early voting ballots voted by mail shall be received by the town clerk before the hour fixed for closing the polls on the date on which the rescheduled election is held. Early voting ballots cast under the authority of this section shall be processed at the polls in a manner consistent with that set forth in said section 25B of said chapter 54.


House of Representatives, March 23, 2020.

Preamble adopted,

 Paul J. Donato, Speaker.

In Senate, March 23, 2020.

Preamble adopted,

 J.B. El, President.

House of Representatives, March 23 , 2020.

Bill passed to be enacted,

Paul J. Donato Speaker.

In Senate, March 23 , 2020.

Bill passed to be enacted,

J. B. Egan , President.

March 23 , 2020.

Approved,

at *4* o'clock and *57* minutes, P . M.

Charles D. Baker

Governor.

2020 Municipal Election Early Ballot Application



William Francis Galvin
Secretary of the Commonwealth

Voter Information

1

Name: _____

Legal Voting Residence:

Date of Birth: _____ Telephone Number: _____

E-mail Address: _____

Ballot Information

2

Mail Ballot to: _____

Special Circumstances (If applicable)

3

Voter required assistance in completing application due to physical disability.

Assisting person's name: _____

Assisting person's address: _____

Signed (under penalty of perjury): _____ Date: _____

Eligibility

Any registered voter may use this application to request an absentee ballot for a local election being held on or before June 30, 2020.

Completing the Application

1. Voter Information – Provide your name, legal voting address, and date of birth. Telephone number and e-mail address are optional fields.
2. Ballot Information – Provide the address where you want the ballot mailed.
3. Special Circumstances – If you are assisting a voter in completing this application, complete this section.
4. Sign your name. If you require assistance in signing the application, you may authorize someone to sign your name in your presence. That person must complete the assisting person's information in Section 3.

Submitting the Application

Send the completed application to the local election official at your city or town hall.

Applications can be mailed or hand-delivered. Applications may also be submitted electronically by fax or e-mail, as long as your signature is visible.

Please allow ample mailing time for this application and for the ballot. Ballots must be returned to your local election official by Election Day.

Find contact information for local election officials at www.sec.state.ma.us/ele or by calling 1-800-462-VOTE (8683).

**AGENDA ITEM #3
MARCH 25, 2020**

**REVIEW IN-HOUSE PUBLIC SAFETY LICENSE AGREEMENT WITH
NEW CINGULAR WIRELESS PCS LLC AND VOTE TO AUTHORIZE
TOWN ADMINISTRATOR TO SIGN THE AGREEMENT**

The In-House Public Safety License Agreement with New Cingular Wireless PCS LLC is attached to make use of space in a portion of the interior of the Building to attach and install and operate radio communications equipment for the purpose of public safety.

If approved, the motion would be:

To approve the In-House Public Safety License Agreement with New Cingular Wireless PCS LLC and to authorize the Town Administrator to sign the agreement.

Tracie

Market: New England
Site Name: _____
Site No: _____
FA #: _____

IN-HOUSE PUBLIC SAFETY LICENSE AGREEMENT

This License Agreement (the “Agreement” or the “License”), dated this ____ day of March____, 2020__, between New Cingular Wireless PCS LLC, a Delaware Limited Liability Corporation (“Licensor”) and **Town of Lakeville through its Board of Selectman, with an address of 346 Bedford Street, Lakeville, Massachusetts** (“Licensee”).

RECITALS:

Licensor owns or controls a facility (the “Building”) located at 23A Freetown St, Lakeville, MA, County of_____Plymouth, State of MA_____.

Licensee wishes to make use of space in a portion of the interior of the Building, in which Licensee may attach and install and operate radio communications equipment for the purpose of public safety.

NOW, THEREFORE, for value received and the mutual promises contained in this Agreement, Licensor and Licensee agree as follows:

1.1 Premises and Uses.

(a) Subject to the terms of the Prime Agreement, Licensor grants unto Licensee the right to use space on the interior of the Building (the “Equipment Site”) for communications equipment and cable(s) (which radio communications equipment and cable(s) are the property of the Licensee). The location of the Equipment Site shall be limited as shown on Exhibit A attached hereto.

(b) The Equipment Site and other space permitted to be used under this Agreement, such as transmission line routes in locations to be mutually agreed upon by Licensor and Licensee, are collectively referred to herein as the “Public Safety Premises”.

(c) In the future, in its sole discretion, Licensor will make reasonable accommodations for Licensee to upgrade the communications equipment, so long as such upgrades do not impact the present or future needs of Licensor. Licensor makes no representation to Licensee regarding the feasibility of such upgrades at this time.

1.2 Access to the Public Safety Premises. Subject to the terms of the Prime Agreement, Licensor hereby grants Licensee a right of ingress and egress to the Public Safety Premises, together with a license to install its transmission lines and necessary utilities between its radio communication equipment. Subject to the terms of the Prime Agreement, Licensee and its authorized representatives shall at all times have a right of ingress and egress on a 24-hour basis, to and from the Public Safety Premises for the purpose of maintenance and repairs, by keys to the Building and Public Safety Premises provided by the Licensor.

Market: New England
Site Name: _____
Site No: _____
FA #: _____

Re: Cell Site #: MA-0064_____; Cell Site Name: Lakeville_____

Fixed Asset No.: 10071791_____
Real Estate Department
1025 Lenox Park Blvd NE
Atlanta, GA 30324

With a copy to:

New Cingular Wireless LLC
Attn.: AT&T Legal Department
Re: Cell Site #: MA-0064_____; Cell Site Name: Lakeville_____

Fixed Asset No.: 10071791_____
208 S. Akard Street
Dallas, TX 75202

LICENSEE:

Town Administrator
Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date first written above.

LICENSOR

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: Jessica Rincon_____
Title: Area Manager_____
Date: 1/20/2020_____

LICENSEE

Town of Lakeville through its Board of
Selectman,
346 Bedford Street
Lakeville MA 02347

By: _____
Name: _____
Title: _____
Date: _____

Market: New England

Site Name: _____

Site No: _____

FA #: _____

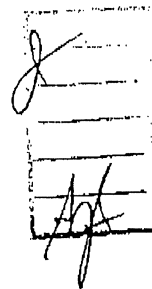
Exhibit A – EQUIPMENT SITE

Any available space in the Building and the racks located therein.

EXHIBIT "A-1"

PRIME LEASE/LICENSE AGREEMENT
(Subject to redaction)

to the Site Agreement (the "Site Agreement") dated _____ by and between Nextel Communications of the Mid-Atlantic, Inc., a Delaware corporation, d/b/a Nextel Communications, hereinafter referred to as "Nextel" and AT&T Wireless PCS, Inc., by and through its agent AT&T Wireless Services, Inc., d/b/a AT&T Wireless Service, a Delaware corporation, hereinafter referred to as "AT&T".

A rectangular box containing handwritten signatures. The top signature is a cursive 'J' followed by a horizontal line. Below it is another signature, possibly 'Ajt', also followed by a horizontal line. The box is outlined with a dashed border.

financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for technological reasons, including, without limitation, signal interference.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor and Lessor's mortgagee(s) for the Property whose names are noticed to Lessee in advance in writing shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date and subsequently will provide evidence of continuing coverage upon Lessor's written request.

13. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Assignment and Subletting.** Lessee may assign this Agreement or any portion thereof to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement. Lessee shall have the right to sublet or license the Premises or any portion thereof without Lessor's consent. In the event of a sublet or license of a portion of the Premises by Lessee, Lessee shall pay to Lessor [redacted] of the net monthly rental proceeds received by Lessee, exclusive of any amounts contained in such rent which constitute pass-through items (including without limitation electricity costs). Lessee agrees to use good faith efforts to collect any such rent from a sublessee or licensee, provided Lessee shall have no liability to Lessor in the event of default of payment by any such sublessee or licensee, and Lessor shall look solely to such sublessee or licensee for payment of same. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of the Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: A. A. Will Materials Corporation
163 Washington Street
Stoughton, MA 02072

Lessee: Nextel Communications of the Mid-Atlantic, Inc.
10 Harwell Avenue
Lexington, MA 02421-3132

Attn: Frank Will

Attention: Property Manager

With a copy to: Hinckley, Allen & Snyder
28 State Street
Boston, MA 02109
Attn: Alan P. Gottlieb

With a copy to: Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, Virginia 22102
Attn.: Legal Dept., Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing customary documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

19. Relocation.

(a) Once during the entire term of this Agreement, Lessor may, upon twelve (12) months prior written notice to Lessee, elect to have Lessee relocate its communications facility and/or access thereto from the Premises to any other portion of the Property (the "Alternate Premises"), subject to the terms set forth below.

(b) The size, location and dimensions of the Alternate Premises shall be chosen by Lessor but must, in Lessee's sole judgment, be at least as suitable for purposes of operating and/or accessing a communications facility as the size, location and dimensions of the Premises. If Alternate Premises suitable for Lessee's operations are not available, as determined by Lessee in its reasonable judgment, then Lessor shall not require Lessee to relocate to any such Alternate Premises, and Lessee shall remain on the Premises until the expiration or earlier termination of this Agreement.

(c) Lessee shall not be required to relocate its communications facility and/or access to any location which would result in any adverse impact on Lessee's ability to access the Premises or any deterioration or diminution of the quality of communication services or other services provided by Lessee from the Premises, nor shall Lessee be required to conduct such relocation in a manner which would cause any deterioration or diminution of such quality or access or which would cause any interruption of such service.

(d) The relocation of Lessee's communications facility and/or the access to the Alternate Premises shall not cause the Rent payable under this Agreement to be increased.

(e) The relocation of Lessee's communications facility and/or the access to the Alternate Premises shall be accomplished by Lessee at Lessor's sole expense.

(f) Upon the relocation of Lessee's communications facility and/or the access from the Premises to the Alternate Premises, all references in this Agreement to the Premises shall be deemed to be references to the Alternate Premises. Following such relocation, Lessee may, at Lessor's expense, prepare plans delineating the Alternate Premises, which shall then replace Exhibit "B" of this Agreement. In addition, the parties will amend the recorded Memorandum of Agreement or enter into and record a new Memorandum of Agreement to reflect the change.

20. Mechanic's Liens. Lessee will not permit any mechanics' or materialmen's liens on the Premises or Land for any labor or material furnished to Lessee in connection with work performed at the Property. If any mechanic's or materialmen's lien shall be filed against the Premises or Land as a result of Lessee's occupancy or construction thereon, Lessee shall, within thirty (30) days after Lessee's actual knowledge that such lien is made or filed, cause the same to be bonded or discharged.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSOR:
A. A. WILL MATERIALS CORPORATION, a
Massachusetts corporation

LESSEE:
NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC.,
a Delaware corporation,
d/b/a Nextel Communications

By: [Signature]
Name: Francis A. Will
Title: President
Date: 11/6/98
Tax ID#: 04-2439522

By: [Signature]
Name: John Brennan
Title: Vice President
Date: 11-17-98

By: [Signature]
Name: Martin A. Swartz
Title: Treasurer
Date: 11/6/98

**AGENDA ITEM #4
MARCH 25, 2020**

**REVIEW AND VOTE TO APPROVE JOB DESCRIPTIONS FOR PART TIME
PARK MAINTENANCE AND PARK DEPARTMENT SUPERVISOR**

Attached are the proposed job descriptions for the Part Time Park Maintenance (Seasonal) #1 for Ted Williams Camp and Parks Department Supervisor for your review.

Tracie



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

Town of Lakeville

Town Office Building
346 Bedford Street
Lakeville, MA 02347

JOB POSTING **TOWN OF LAKEVILLE**

PART-TIME PARK MAINTENANCE (SEASONAL) #1 **TED WILLIAMS CAMP**

POSTING DATE: March 18, 2020

POSITION: Assist by working with the maintenance crew at Ted Williams Camp, or other parks to complete all maintenance and projects as requested. Use of outdoor equipment may be required. All interested parties should apply in writing to Clorinda Dunphy, Human Resources Director 346 Bedford Street, Lakeville MA 02347 or cdunphy@lakevillema.org with application attached. Full job description is attached to this posting and is also available in Human Resources.

HOURS: 16-40 hours per week. Work is generally performed outdoors under variable weather conditions. Depending on various circumstances, start and finish times may vary.

WAGES: \$13.80 - \$16.63 per hour, Level 10 Non-Union

QUALIFICATIONS: Must be 16 years of age or older.

POSTING CLOSING: Until filled.

NOTE: THE FUNDING FOR THIS TEMPORARY POSITION IS THROUGH 6/30/2020.

The Town of Lakeville provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, ancestry, disability status, genetics, pregnancy or pregnancy-related conditions, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal and state laws. Applicants with disabilities needing reasonable accommodation to participate in the job application or interview process, to perform essential job functions, and/or to receive other benefits and privileges of employment, please contact Clorinda Dunphy, Human Resources Director, cdunphy@lakevillema.org, 508-946-8808.

JOB DESCRIPTION

**TOWN OF LAKEVILLE
PART-TIME PARK MAINTENANCE (SEASONAL) #1
TED WILLIAMS CAMP**

GENERAL STATEMENT OF DUTIES: Assist by working with the maintenance crew at Ted Williams Camp, or other parks to complete all maintenance and projects as requested. Use of outdoor equipment may be required.

SUPERVISION RECEIVED: Direct supervision received from the Park Commission or designated Supervisor.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Complete maintenance task at Ted Williams's camp and other parks including lawn maintenance, field maintenance, and cleaning of restroom facilities.

Cleaning of Ted Williams Camp and other parks areas including trash removal.

Work on outdoor projects as set forth by the Park Commission.

OTHER REQUIRED RESPONSIBILITIES:

Establish and maintain effective working relationships with associates, participants and the public.

Oversee/maintain playground area.

General duties include cleaning, sanitizing and maintenance of the public facilities.

QUALIFICATIONS AND SKILLS:

Must be 16 years of age or older

Ability to communicate effectively with individuals and groups.

Must exercise tact and judgment in maintaining order and discipline and enforcing Park regulations.

Ability to multitask and perform work under minimal supervision.

PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the functions.

Frequent strenuous physical effort may be required. Required to perform job duties during outdoor weather conditions for long periods of time.

WORKING CONDITIONS:

16-40 hours per week. Work is generally performed outdoors under variable weather conditions. Depending on various circumstances, start and finish times may vary.

This position is a non-exempt position as regarding federal and state minimum wage and overtime requirements and, therefore, is eligible to be paid at the rate of time and one half (i.e., one and one-half times) the regular rate of pay for all hours worked beyond forty hours in a workweek.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



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

Town of Lakeville

Town Office Building
346 Bedford Street
Lakeville, Massachusetts 02347

INTERNAL JOB POSTING TOWN OF LAKEVILLE

PARKS DEPARTMENT SUPERVISOR

- POSTING DATE:** March 19, 2020
- POSITION:** Responsible for overseeing the day-to-day operation of the maintenance of the Parks Department, and supervision of the full-time, part-time and seasonal groundskeeping and maintenance staff. All interested parties should apply in writing to Clorinda Dunphy, Human Resources Director, 346 Bedford Street, Lakeville MA 02347 or cdunphy@lakevillema.org with application attached. Full job description is attached to this posting and is also available in Human Resources.
- HOURS:** Typical hours of work are Monday through Friday, 40-hour work week. However, depending on various circumstances, some weekend work may be required. Start and finish times may vary.
- WAGES:** \$ 21.49 – 24.85 per hour. Level 1, Union
- QUALIFICATIONS:** Class B Commercial Driver's License is required. A Hoisting Engineer's License Class 2B and Hoisting 4G is required. High school and/or vocational training; one year of experience in groundskeeping and maintenance activities; or an equivalent combination of education and experience.
- POSTING CLOSING:** March 26, 2020

The Town of Lakeville provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, ancestry, disability status, genetics, pregnancy or pregnancy-related conditions, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal and state laws. Applicants with disabilities needing reasonable accommodation to participate in the job application or interview process, to perform essential job functions, and/or to receive other benefits and privileges of employment, please contact Clorinda Dunphy, Human Resources Director, cdunphy@lakevillema.org, 508-946-8808.

JOB DESCRIPTION

TOWN OF LAKEVILLE PARKS DEPARTMENT SUPERVISOR

GENERAL STATEMENT OF DUTIES: Responsible for overseeing the day-to-day operation of the maintenance of the Parks Department, and supervision of the full-time, part-time and seasonal groundskeeping and maintenance staff.

SUPERVISION RECEIVED: Works under general supervision of the Highway Department. Work requires careful operation of assigned equipment pursuant to prescribed procedures in order to avoid breakdowns or to avoid damage to public property; intermittent execution of independent judgment is required when operating equipment.

SUPERVISION EXERCISED: Give direction to full-time, part-time and seasonal maintenance and groundskeeping staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Responsible for overseeing the day-to-day operation of the maintenance of the Parks Department.

Assists in supervising, hiring and scheduling full-time, part-time and seasonal maintenance and groundskeeping personnel.

Performs manual labor related to the work of operating assigned equipment; assists in servicing and maintaining equipment.

Plan, schedule, organize and supervise the upkeep of the fields, grounds, and equipment of the Parks Department.

Maintain routine records for equipment repair and maintenance, chemical application, irrigation schedules, etc.

Assists Town Departments in budget requests for equipment, materials, and supplies.

Purchases materials, supplies and equipment under the direction of the Highway Department and within budget parameters.

Participates in snow and ice removal operations and other emergencies.

Shall act as first contact person for Parks maintenance in case of emergency.

Repair sprinkler and irrigation pipes or call vendor depending on the level of repair needed.

Operates equipment in the performance of the particular tasks assigned. Equipment which may include, but is not limited to, riding lawn mowers, edgers, dump trucks, snow plows, front-end loaders, and back hoes. May operate associated power and hand tools, such as jackhammers and chain saws.

Demonstrate safe work habits and observe all applicable workers' safety practices; including the use of personal protective equipment.

Inspects equipment according to prescribed checklist prior to operation to assure that all controls and safety devices are functioning properly; lubricates and makes repairs and adjustments to the equipment as necessary; reports major problems to the Highway Department so that repairs can be made.

Seeds, loams, fertilizes, rakes, rolls, weeds, mows and waters lawn areas; trims and cuts trees; rakes and disposes of rubbish and leaves.

OTHER REQUIRED RESPONSIBILITIES:

May perform duties of similar nature consistent with public works tasks and assignments as directed by superiors.

QUALIFICATIONS AND SKILLS:

Class B Commercial Driver's License is required. Failure to maintain CDL license is cause for termination. A Hoisting Engineer's License Class 2B and Hoisting 4G is required.

Experience with groundskeeping and maintenance procedures.

Working knowledge of the occupation hazards and safety precautions of the trade.

Thorough knowledge of the tools, techniques, equipment, and procedures used in motor equipment repair and maintenance.

Ability to work independently and make appropriate decisions without assistance from immediate supervisor.

Ability to interact effectively with staff and the public in a pleasant and courteous manner.

Ability to read and write and carry out oral and written instructions.

Ability to follow proper methods, procedures and safety precautions.

Ability to work well with others.

Skill in operating all equipment and tools listed above.

EXPERIENCE AND TRAINING:

High school and/or vocational training; one year of experience in groundskeeping and maintenance activities; or an equivalent combination of education and experience.

PHYSICAL REQUIREMENTS:

Standing, sitting, and walking for extended periods of time.

Lifting, carrying, pushing, and pulling object(s) weighing up to 75 pounds.

Repeated stooping, kneeling, and bending.

Dexterity of hands and fingers to operate grounds equipment and tools.

Repetitive use of wrists and/or hands.

Clear vision from varying distances.

Ability to maintain balance.

WORKING CONDITIONS:

Typical hours of work are Monday through Friday, 40-hour work week. However, depending on various circumstances, some weekend work may be required. Start and finish times may vary.

Work is generally performed outdoors under variable and sometimes extreme weather conditions; incumbent must be able to work during on-call during emergencies.

Exposure to chemicals, fumes, dust, dirt, oil/grease, gases, pollen, and insects.

Errors could result in personal injury to self and/or others, damage to equipment, and danger to public safety and health.

This position is a non-exempt position as regarding federal and state minimum wage and overtime requirements and, therefore, is eligible to be paid at the rate of time and one half (i.e., one and one-half times) the regular rate of pay for all hours worked beyond forty hours in a workweek.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

