



# TOWN OF LAKEVILLE MEETING POSTING & AGENDA

Town Clerk's Time Stamp  
received & posted:

LAKEVILLE TOWN CLERK  
RCUD 2023 MAR 31 AM 8:38

*Handwritten signature*  
48-hr notice effective  
when time stamped

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009). Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	BOARD OF HEALTH
Date & Time of Meeting:	Wednesday, April 5, 2023 @ 6:00p.m.
Location of Meeting:	Lakeville Police Station 323 Bedford Street, Lakeville, MA
Clerk/Board Member posting notice:	Fran Lawrence

Cancelled/Postponed to: \_\_\_\_\_ (circle one)

Clerk/Board Member Cancelling/Postponing: \_\_\_\_\_

## A G E N D A

1. *Reorganization of Board of Health Members*
2. 7 Hollis Avenue – Meet with SFG Associates, Inc. to discuss the requested Local Upgrades
3. Approval of Betterment Loan - 7 Paddock Hill Drive, in the amount of \$22,170.00
4. Approve meeting minutes
  - February 1, 2023
5. *Discuss recent BOH Agent pending items*

### CORRESPONDENCE

Covid19 update

Any other business that may properly come before the Board of Health

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

## Reorganization of Board Members



Due to the election held on April 3, 2023, members may choose to reorganize.

If members choose not to reorganize a vote is still required for:

- Chairman
- Second Member
- Third Member



**SENNA FITZGERALD GILBERT ASSOCIATES**

CIVIL ENGINEERS & LAND SURVEYORS  
28 MAIN STREET, LAKEVILLE, MA 02347

TEL. (508) 946-5258  
TEL./FAX (508) 947-1090

# 2

March 16, 2023

Lakeville Board of Health  
Town Offices  
Lakeville, MA 02347

RECEIVED

MAR 17 2023

BOARD OF HEALTH

Re: 7 Hollis Avenue, Map 42, Block 7, Lot 4.

Dear Board members:

Enclosed you will find copies of a septic system repair site plan for the above referenced property. The property owner is Nynelyon, Inc.

The existing system is failing and must be replaced. As part of the filing, the following Local Upgrades are requested under Title 5, Section 15.405(1):

- (a) to allow the septic tank to be 2' from the easterly property line of Moen Richards at 9 Hollis Avenue, instead of the required 10'.
- (a) to allow the s.a.s. to be 6' from the northerly property line of Gori, LLC at 8 Central Avenue, instead of the required 10'.
- (a) to allow the s.a.s. to be 8' from the westerly property line of Hebert at 5 Hollis Avenue, instead of the required 10'.
- (b) to allow the septic tank to be 3' from the crawl space, instead of the required 10'.
- (b) to allow the s.a.s. to be 8' from the crawl space, instead of the required 20'.
- (g) to allow the septic tank to be 46' from the locus well, instead of the required 50'.
- (g) to allow the s.a.s. to be 58' from the locus well, instead of the required 100'.
- (g) to allow the s.a.s. to be 71' from the easterly well of Moen Richards at 9 Hollis Avenue, instead of the required 100'.
- (g) to allow the s.a.s. to be 87' from the westerly well of Hebert at 5 Hollis Avenue, instead of the required 100'.
- (g) to allow the s.a.s. to be 88' from the northerly well of Town of Lakeville at 6 Central Avenue, instead of the required 100'.

These Local Upgrades are requested due to site conditions. The lot is very small (50' X 100'), as are the majority of the surrounding lots. The soils are marginal, which resulted in a higher percolation rate (29 MPI), which increases the size of the s.a.s. There is no other area on the property to site the septic system. A MicroFast 0.5 Secondary Treatment Unit is proposed to provide increased treatment of the effluent. This allows for the s.a.s. to be sized at 50% of the required Title 5 requirement. Despite the advanced treatment and smaller s.a.s. size, the system still requires the Local Upgrades being requested.

Continued on next page



## SENNA FITZGERALD GILBERT ASSOCIATES

CIVIL ENGINEERS & LAND SURVEYORS  
28 MAIN STREET, LAKEVILLE, MA 02347

TEL. (508) 946-5258  
TEL./FAX (508) 947-1090

March 16, 2023

To abutters to 7 Hollis Avenue, Map 42, Block 7, Lot 4:

RECEIVED

MAR 17 2023

BOARD OF HEALTH

Please be advised that a septic system repair site plan has been submitted to the Lakeville Board of Health for the above referenced property. The property owner is Nynelyon, Inc.

As part of the filing, the following Local Upgrades are requested under Title 5, Section 15.405(1):

- (a) to allow the septic tank to be 2' from the easterly property line of Moen Richards at 9 Hollis Avenue, instead of the required 10'.
- (a) to allow the s.a.s. to be 6' from the northerly property line of Gori, LLC at 8 Central Avenue, instead of the required 10'.
- (a) to allow the s.a.s. to be 8' from the westerly property line of Hebert at 5 Hollis Avenue, instead of the required 10'.
- (b) to allow the septic tank to be 3' from the crawl space, instead of the required 10'.
- (b) to allow the s.a.s. to be 8' from the crawl space, instead of the required 20'.
- (g) to allow the septic tank to be 46' from the locus well, instead of the required 50'.
- (g) to allow the s.a.s. to be 58' from the locus well, instead of the required 100'.
- (g) to allow the s.a.s. to be 71' from the easterly well of Moen Richards at 9 Hollis Avenue, instead of the required 100'.
- (g) to allow the s.a.s. to be 87' from the westerly well of Hebert at 5 Hollis Avenue, instead of the required 100'.
- (g) to allow the s.a.s. to be 88' from the northerly well of Town of Lakeville, at 6 Central Avenue, instead of the required 100'.

A public hearing will be held by the Lakeville Board of Health, to discuss these requests, on Wednesday, April 5, 2023 at 6:00 p.m. The meeting will be held at the Lakeville Police Department, 323 Bedford Street, Lakeville. For information regarding this hearing, you may contact the Board of Health at (508) 946-3473, or this office at the address and telephone numbers listed above, or by email at [sfgassociates@verizon.net](mailto:sfgassociates@verizon.net).

Please note that this notice is for informational purposes only, and is not a summons to attend.



# 55 foot Abutters List Report

Lakeville, MA  
March 17, 2023

RECEIVED

MAR 17 2023

BOARD OF HEALTH

### Subject Property:

Parcel Number: 042-007-004  
CAMA Number: 042-007-004  
Property Address: 7 HOLLIS AV

Mailing Address: NYNELYON INC  
1 MARGARET CHARLES DR  
ASSONET, MA 02702

### Abutters:

Parcel Number: 042-006-003	Mailing Address: LUNDSTEDT MICHAEL & CHRISTINA
CAMA Number: 042-006-003	ANNE
Property Address: 5 ASH ST	5 ASH ST
	LAKEVILLE, MA 02347

Parcel Number: 042-006-004	Mailing Address: DEWHURST FREDERICK A JR &
CAMA Number: 042-006-004	SHARON & EVELYN W
Property Address: 10 HOLLIS AV	10 HOLLIS AVE
	LAKEVILLE, MA 02347

Parcel Number: 042-006-006	Mailing Address: CARTER THOMAS J & COLLEEN M
CAMA Number: 042-006-006	6 HOLLIS AVE
Property Address: 6 HOLLIS AV	LAKEVILLE, MA 02347

Parcel Number: 042-007-003	<i>AFFECTED</i>	Mailing Address: HEBERT NICOLE
CAMA Number: 042-007-003		5 HOLLIS AV
Property Address: 5 HOLLIS AV		LAKEVILLE, MA 02347

Parcel Number: 042-007-005	<i>AFFECTED</i>	Mailing Address: MOEN RICHARDS SONJA C/O RICK
CAMA Number: 042-007-005		MOEN
Property Address: 9 HOLLIS AV		86 WINTERGREEN LN
		BREWSTER, MA 02631

Parcel Number: 042-007-008	Mailing Address: CRONIN GARY & KIMBERLY
CAMA Number: 042-007-008	1498 SEAWARD LN
Property Address: 12 CENTRAL AV	MURRELLS INLET, SC 29576-4007

Parcel Number: 042-007-009	Mailing Address: FERRELL JOHN
CAMA Number: 042-007-009	1248 FISH RD
Property Address: 10 CENTRAL AV	TIVERTON, RI 02878

Parcel Number: 042-007-010	<i>AFFECTED</i>	Mailing Address: GORI LLC
CAMA Number: 042-007-010		127 DORCHESTER ST
Property Address: 8 CENTRAL AV		QUINCY, MA 02347 <i>02171-1032</i>

Parcel Number: 042-007-011	<i>AFFECTED</i>	Mailing Address: TOWN OF LAKEVILLE
CAMA Number: 042-007-011		346 BEDFORD ST
Property Address: 6 CENTRAL AV		LAKEVILLE, MA 02347



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

3/17/2023

Page 1 of 1



## **Betterment Agreement "B"**

#3

This Agreement is entered into by and between Lakeville (the "Town"), by its Board of Health and Treasurer, and John R. and Denise M. Reed (the "Owners") this 5th day of April, 2023.

WHEREAS, the Owner owns residential property, including improvements thereon, known as and numbered 7 Paddock Hill Drive, Lakeville, Massachusetts, 02347 (Assessors' Map 025, Block 003, Lot 004D) and described in a deed dated May 24, 2005 and recorded with the Plymouth County Registry of Deeds in Book 30617, Page 245-246, [filed as Document No. n/a with the Plymouth County Registry District of the Land Court] (the "Property"); and

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

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

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

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

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

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

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

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

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

### 1. The Agreement

The Town hereby agrees to provide financial assistance in an amount up to \$ 22,170.00 to be advanced from time to time by the Town to the Owner pursuant to the terms of this Agreement. The Owner promises to repay, with interest as set forth herein, all sums provided to Owner by the Town. Following notice to the Owner by the Town collector of taxes of the amount of the betterment assessment, an amortization schedule shall be developed and incorporated as an attachment to this Agreement\*.

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

The first payment due to the Town by Owner if not prior paid, shall be due and payable on February 1, 2024, and payments will be made in accordance with attached amortization schedule.

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

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

## 2. Installment Payments

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

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

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

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

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

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

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



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

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

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

### 3. Conditions for Payment

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

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

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

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

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

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

### 4. Scope of Work for Project

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

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

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

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

#### 5. Town's Right to Inspect

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

#### 6. Covenant Not To Sue

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

#### 7. Owner's Representations And Warranties To The Town

The Owner represents and warrants to the Town that:

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

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

#### 8. Owner's Obligations

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

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

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

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

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

#### 9. Events of Default

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

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

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

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

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

#### 10. Town's Rights on Default

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

#### 11. Notice of Betterment Agreement

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

#### 12. Improvements to the Property

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

#### 13. Cancellation of the Agreement by the Owner

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

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

14. Personal Obligation of the Owner

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

15. Notice

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

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

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

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

16. Funding for the Agreement

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

17. Enforcement of Laws

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

18. Severability

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

19. Governing Law

This Agreement shall be governed by Massachusetts law.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement as an instrument under seal this 5th day of April, 2023.

Town of Lakeville  
By its Board of Health:

Owner: \_\_\_\_\_

\_\_\_\_\_  
Christopher Spratt – Chairman

\_\_\_\_\_

\_\_\_\_\_  
Derek Maxim – Member

\_\_\_\_\_  
Robert Poillucci - Member

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

Approved as to form:

\_\_\_\_\_  
Tax Collector

\_\_\_\_\_  
Town Counsel-KP Law, P.C.

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

TOWN OF LAKEVILLE  
OFFICE OF BOARD OF HEALTH

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY April 5, 2023

NOTICE is hereby provided that the BOARD OF HEALTH of LAKEVILLE on March 20, 2023, made findings pursuant to c. 111 s. 127B ½ and on March 20, 2023, adopted an order for improvements to be made to the on-site wastewater system serving the property described herein.

The property to be benefited is owned by John R. and Denise M. Reed, has an address of 7 Paddock Hill Drive, Lakeville, MA, and is described in a deed recorded with the Plymouth Registry of Deeds in Book 30617, Page 245-246. Pursuant to said G.L. c. 111 s. 127B 1/2, a Betterment is to be assessed on the Property in an amount to be determined pursuant to the Betterment Agreement of the Owner of the Property and the Board of Health dated April 5, 2023.

BOARD OF HEALTH  
TOWN OF LAKEVILLE

\_\_\_\_\_  
Christopher Spratt - Chairman

\_\_\_\_\_  
Derek Maxim - Member

\_\_\_\_\_  
Robert Poillucci - Member

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, before me,  
Day Month Year

\_\_\_\_\_, the undersigned Notary Public, personally

appeared \_\_\_\_\_,  
Name of Notary Name(s) of Signer(s)

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

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

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

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_

Town of Lakeville  
Board of Health  
February 1, 2023 6pm

#4

Members present: Chairman Spratt, Member Maxim, Member Poillucci, and Health Agent Ed Cullen. Chairman Spratt called the meeting to order at 6:00pm. LakeCam was not present to record.

**334 Bedford St** - Meet with Zenith Consulting Engineers, LLC to discuss requested local upgrade approvals. Jamie Bissonnette from Zenith was present for discussion. This is a septic system repair on Bedford Street. Across the street are some woods and then the pond. There is a wetland located on the other side of the driveway along with a perennial stream. They are able to stay out of the Zone-A, 100' buffer zone, and riparian zone. They are asking for a reduction to 3' to the water table, a reduction in the requirement of 12" separation between the inlet and outlet tees and high groundwater, the use of a sieve analysis in lieu of a percolation test, and a reduction in the depth of naturally occurring pervious material. Member Maxim asked if there was municipal water on the property. Mr. Bissonnette said he wasn't sure if it was stubbed. Member Maxim asked if they would be doing poured in risers since there is water above the top of the tank. Mr. Bissonnette said that could be added as a condition of the approval. There was a brief discussion.

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

Voted: to approve the septic system repair at 334 Bedford Street with a revision to the septic plan on the septic tank and pump tank to reflect made in concrete risers on top of the tank.  
Unanimous approval.

*Documents: septic design plan*

**7 Azalea St** - Continued discussion from January 18, 2023 regarding nitrogen loading with Zenith Consulting Engineers, LLC. Jamie Bissonnette was present for discussion. Member Poillucci said he had spoken to Mr. Bissonnette and that he wanted to ask the Board a few questions and if they wanted to continue the discussion, they could. Mr. Bissonnette said as an update, he had spoken with Brett Rowe from DEP about 4 weeks ago. Mr. Rowe asked if Mr. Bissonnette would put his questions in the form of a letter. He also said they would review it, but did not guarantee they would give an answer. He would like to request a continuance for six more weeks. There was a discussion regarding the request and the letter sent to DEP. Agent Cullen read the response that he had received from Brett Rowe at DEP. It stated- "if a developer proposes to construct on an undeveloped lot in the area where the surrounding homes are serviced by private wells and septic systems, then the developer must comply with the nitrogen loading requirements. MassDEP understands the lot in question, 7 Azalea Road Lakeville, is not in a nitrogen sensitive area as stated by Attorney Mather. However, the property is subject to the nitrogen loading requirements of 440 gallons per day, due to it being in an area where other homes are serviced by wells and septic". Mr. Bissonnette said when he spoke with Brett Rowe, he told Mr. Bissonnette he was unaware there was any type of public water supply in the area. He was also unaware that the property in question would be serviced by it, or that any of the abutters have it. Agent Cullen said Mr. Rowe did reach out to him and ask if there was a public water supply. Agent Cullen did reply that there was Clark Shores Water Corporation and gave him information on it. Mr. Bissonnette said he had requested all the files of properties in the area within a 400' radius. He found whether each

lot had water or well. They then plotted a map of each one, pulled septic information on each one and overlaid it, found the densities, found the locations of each one. What they found was roughly one well for every 1.4 acres, surrounding 400', evenly dispersed. Agent Cullen said you could take a radius and go upgradient, there aren't a lot of houses. The concern is the two houses right there, within 110'. Your overall average of 400' is taking into consideration a lot of land that isn't developed. But in this dense area where very high nitrogen levels have been found, that's the area of concern. Mr. Bissonnette said there was no bias to the 400', he just picked a number. He said if they had an additional 20,000sf of property behind them, there wouldn't be a problem. The septic could go right where it is, and this wouldn't be a discussion. The 110' and 101' wouldn't be an issue. It's the square footage of the lot, and the way DEP regulates nitrogen is by square footage and gallons per day. Looking at how many gallons per day, how many wells, how many acres, was the next reasonable step. Member Poillucci said he is not in favor of the plan, unless DEP sends a letter that says they have to vote for this, he's not going to. The only reason he thinks they should continue is to give them every option to get an answer so there'd be no reason to appeal. Member Maxim agreed. A resident from Clark Shores asked how many wells are within 400' of this property. Mr. Bissonnette answered there were 13. Member Poillucci said he had been in contact with Senator Mike Rodrigues. He explained that the state needed to fix this problem and he wanted to see the Army Corps of Engineers to look at what was done there. He also wanted the Attorney General to look into the accounting of the water corporation. DEP informed Member Poillucci that they were working on the problem. RCAP and DPU have become involved as well. A resident asked how many homes were in Clark Shores and how many were hooked up to the water service. Agent Cullen said there were roughly 382 homes and 111 were hooked up to water. There are only 63 homes on the water service year-round. Agent Cullen added that there are a lot of wells in Clark Shores that are off the books. Those are of the most concern since they are usually shallow wells. There was a continued discussion about illegal wells. Mr. Bissonnette said what isn't being presented to DEP is that the two wells in question are 51' from their own septic systems. DEP says that 100' is enough of a safeguard for a well and they will be that or greater. The septic closer than 100' have a higher likelihood of having an impact. Agent Cullen said that DEP does have the 100' rule, but they also have the 440 gallons per day per acre rule. He said 100' is not safe when you have a cluster of houses. There's a big problem here and another house, a 3-bedroom house on a 10,000sf lot is going to make it a lot worse. There was a discussion about responses from DEP. Member Maxim explained that the lot met Title V regulations, there were no variances requested. Agent Cullen saw there were wells in the area, it's an undersized lot. It's also a grandfathered lot and is buildable. It meets all of Title V regulations except for nitrogen loading. If the plan is denied based on DEP's answer, it should be cut and dry. There was a discussion about getting the opinion of town council. Member Poillucci said he was willing to give the six-week continuance that was requested but not anymore continuances after that. He would like town council to give an opinion on the letter received from Attorney Mather.

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

Voted: to continue until March 15<sup>th</sup> and at that time the Board will vote.

Unanimous approval.

Mr. Bissonnette asked that he be given a copy of the opinion.

*Documents: letter from attorney, septic plan, DEP regulation on Areas Subject to Nitrogen Aggregation, application.*



Approve meeting minutes - November 16, 2022

Upon a motion made by Member Poillucci, Chairman Spratt stepped down to second, it was:

Voted: to approve the meeting minutes as typed for November 16, 2022.

Two in favor, 1 abstention (Maxim)

*Documents: meeting minutes 11/16/22.*

Discuss available Betterment Funds - Chairman Spratt said he had Agent Cullen to add this to the agenda and find out what the balance available was. The Select Board's office had asked for warrant articles for town meeting. Member Poillucci said getting betterment funds doesn't have to go to town meeting. The program that gives us funding goes through the Board of Health, it doesn't have to go through the Select Board or town meeting, the Board just needs to ask for money. He thought the Board should ask for more money. Agent Cullen said that interest rates have gone back up. Our rate is 5% and when the banks were at 3%, people were getting their loans from the bank. Since rates are up people will probably be looking at betterment loans. There is currently about \$250,000 in the betterment account. We loaned out about \$150,000 last year.

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

Voted: to request another \$500,000 for the betterment fund.

Unanimous approval.

*Documents: email from Town Accountant.*

Covid 19 update - Agent Cullen said all the numbers were going down. There is a new variant, but it's not causing increased hospitalizations. The expiration dates on the test kits has been moved out to May 6, 2023.

Adjournment - (6:59pm)

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

Voted: to adjourn.

Unanimous approval.