

**AGENDA**  
**Selectmen and Wage and Personnel Board, as applicable**  
**Remote Location Meeting**  
**April 6, 2020 – 3:00 PM**

**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 April 6, 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. Request from Fire Chief to appoint two (2) Temporary Full Time Firefighters
3. Discuss and vote to change the Non-Union Call Firefighter Wages to conform to the State's Minimum Wage
4. COVID 19 update
5. Town Administrator's Report
6. Discuss rescheduling the Annual Town Election and Town Meeting
7. Discuss email received from Nancy Yeatts, Assawompset Pond Complex Manager, regarding APC Rangers
8. Discuss Guidelines for Remote Meetings
9. Discuss request received to remove Lakeville Country Club, 31 Stetson Street and 1 Cedarberry Lane properties from Chapter 61A & 61B
10. Discuss scheduling a joint meeting with Park Commission regarding going out to bid for Management Services and Cleaning Services for Loon Pond Lodge
11. Discuss and vote making Direct Deposit for Employee Checks mandatory
12. Request from Town Clerk to renew Junk Dealer, Junk Collector and Auctioneer Licenses
13. Discuss and vote reappointments of Animal Control Officer/Constable and Assistant Animal Control Officers
14. Discuss and voter reappointment of Veterans Agent/Graves Officer
15. Discuss and vote reappointment of Parking Clerk, Veterans' Services Director and Plymouth County Advisory Board Member

16. Request from SunMulti Sports to change date of Patriot Half Triathlon until September 5, 2020
17. Request from Spark Bike Run Sports to reschedule The Mix Tape Cycling Event until June 28, 2020
18. Review and vote to approve Selectmen Meeting Minutes of March 2, 2020; March 4, 2020; March 16, 2020 (12:00 PM); March 16, 2020 (6:30 PM) and March 25, 2020
19. New Business
20. Old Business: Update on Lakeville Hospital Property
21. Any other business that may properly come before the meeting
22. Possible Executive Session pursuant to M.G.L. c.30A, §21a (3) to discuss strategy with respect to collective bargaining, specifically the Firefighters' Union, Police Union and Laborers' Union if an open meeting may have a detrimental effect on the bargaining position of the Board, and the Chair so declares and pursuant to M.G.L. c.30A, §21a (7) to comply with the Open Meeting Law, M.G.L. c.30A, §22(f): approval of Executive Session Minutes for December 30, 2019; February 10, 2020 (5:00 PM) February 10, 2020; February 13, 2020; March 23, 2020; and March 26, 2020

**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**  
**APRIL 6, 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 April 6, 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/>**

**AGENDA ITEM #2  
APRIL 6, 2020**

**REQUEST FROM FIRE CHIEF TO APPOINT TWO (2) TEMPORARY  
FULL TIME FIREFIGHTERS**

Chief O'Brien will be joining the meeting remotely.

I have attached his memo regarding his request to hire 2 Temporary Full Time Firefighters.

I have also attached a memo from the Human Resources Director regarding 2 candidates recommended for hire from the Deputy Chief and 2 Lieutenants.

If the Board agrees with the appointment of the suggested candidates, the **motion** would be:

To appoint Anthony McCauley and Nathan Gagnier as Temporary Full Time Firefighters until such time the State deems the COVID 19 crisis to be over.



MICHAEL O'BRIEN  
FIRE CHIEF  
mobrion@lakevillema.org

## Lakeville Fire Department

316 Bedford Street  
Lakeville, Massachusetts 02347

TEL 508-947-4121 FAX 508-946-3436

WILLIAM PURCELL  
DEPUTY CHIEF  
wpurcell@lakevillema.org

To: Lakeville Board of Selectmen

From: Chief O'Brien

RE: Staffing Plan

Date: April 1, 2020

This memo has been written to provide a proposal for an emergency increase in staffing in response to the COVID19 crisis.

Due to the functional requirements of treating COVID19, the need to isolate working groups, and minimize the use of on-call firefighters; I am requesting the hiring of 2 temporary full-time firefighters as soon as possible.

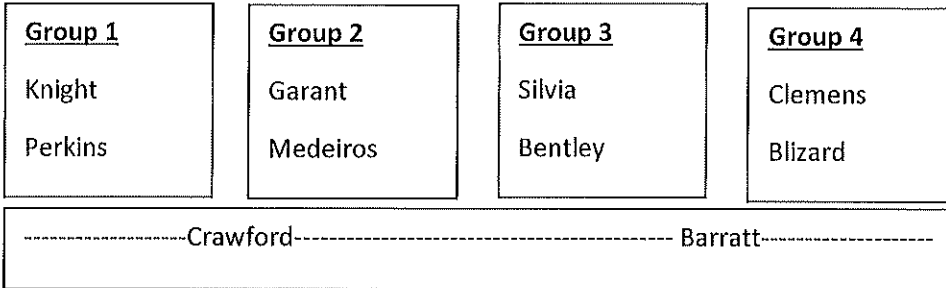
I will provide a graphic that will articulate how the department is currently structured and how it would be structured if the approval were given. It would be important to also cancel scheduled leave and deny future leave requests, with the goal of minimizing intermingling of work groups.

Additionally, the increase in staffing will decrease the frequency of on-call firefighters being called back to the building. Fewer bodies in and out of the building lessens the chance of contamination of the station (first responder distancing, if you will). Hopefully, the on-call responders can remain healthy and be available to replace those who become unavailable.

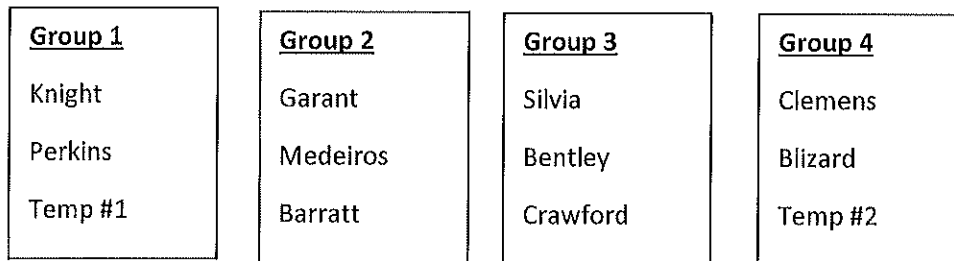
The COVID19 temporary staffing expenses will be subject to a 75% reimbursement from FEMA.

Group Structure

Current configuration



Proposed configuration





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

## Town of Lakeville

Town Office Building  
346 Bedford Street  
Lakeville, MA 02347

RECEIVED  
APR - 2 2020  
SELECTMEN'S OFFICE

TO: Lakeville Board of Selectmen  
FROM: Clorinda Dunphy, Human Resources Director *Clorinda Dunphy*  
DATE: April 2, 2020  
SUBJECT: Fire Department Staffing Plan in Response to COVID-19 Crisis

I am submitting this request on behalf of the leadership of the Lakeville Fire Department, excluding any input from Chief O'Brien.

As you know, a request was made by Chief O'Brien on April 1, 2020 to hire two Temporary Full-time Firefighters on an emergency basis in response to the COVID-19 crisis. He asked Deputy Chief Purcell and Lieutenants Silvia and Garant to collaborate on a list of call firefighters to be moved up to the role of Temporary Full-time Firefighter. These would be non-benefitted positions. The time frame for these positions would only be during the COVID-19 crisis.

It is decision of Deputy Chief Purcell and Lieutenants Silvia and Garant to hire the following Call Firefighters:

Anthony McCauley  
Nathan Gagnier

**AGENDA ITEM #3  
APRIL 6, 2020**

**DISCUSS AND VOTE TO CHANGE THE NON-UNION CALL  
FIREFIGHTER WAGES TO CONFORM TO THE STATE'S  
MINIMUM WAGE**

Chief O'Brien has submitted the attached memo regarding proposed changes to pay rates for the On Call Firefighters.

Tracie






MICHAEL O'BRIEN  
FIRE CHIEF  
mobrien@lakevilloma.org

## Lakeville Fire Department

346 Bedford Street  
Lakeville, Massachusetts 02347  
TEL 508-947-4121 FAX 508-946-3436

RECEIVED  
APR - 3 2020  
SELECTMEN'S OFFICE

WILLIAM PURCELL  
DEPUTY CHIEF  
wpurcell@lakevilloma.org

TO: Lakeville Board of Selectmen  
FROM: Michael P. O'Brien, Fire Chief   
DATE: April 2, 2020  
SUBJECT: Proposed Changes to Part time Firefighter Pay

I am submitting this request to increase some of the pay grade of our on-call firefighters.

These employees' rate of pay does not change with modifications to the non-union pay rates. It has been the practice for the BOS to take special action to changes these rates. The last raise was 2 years ago.

The increased expense related to the raises are sustainable without increase to the fire department budget or any individual line item. The methodology used to determine the rate proposal involves using the Massachusetts minimum wage as a benchmark, as well as incentivizing certification as a paramedic.

### **Uncertified Firefighter:**

1. Junior Firefighter - Currently 11.50 / increase to \$12.75
2. Probationary Firefighter - Currently 12.50 / increase to \$12.75
3. Call firefighter - No Change \$14.00
4. Call Firefighter EMT - Currently \$15.00 / Increase .50 (3.3%) to \$15.50
5. Call FF Medic - Currently \$16.00 / Increase \$3.00 (18%) to \$19.00 (position currently vacant)

### **Certified Firefighter:**

1. Call FF - Currently 15.50 / Increase .50 (3.2%) to \$16.00
2. Call FF EMT - Currently 16.75 / Increase \$1.00 (6%) to \$17.75 (3 firefighters)
3. Call FF Medic - Currently 17.50 / Increase \$3.00 (17%) to \$20.50 (position currently vacant)

### **Call Officers:**

1. Lieutenant - \$18.00 / Increase .50 (2.8%) to \$18.50 (position currently vacant)
2. Lieutenant / EMT - \$18.50 / Increase .50 (2.7%) to \$19.00 (position currently vacant)
3. Lieutenant / Medic - \$19.00 / Increase \$3.00 (15.7%) to \$22.00 (position currently vacant)
4. Captain - \$19.50 / Increase \$1.00 (5%) to \$20.50 (1 person)
5. Captain / EMT - \$19.50 / Increase \$1.00 (5%) to \$20.50 (position currently vacant).
6. Captain / Medic - \$20.50 / Increase \$3.00 (14.6%) to \$23.50

**AGENDA ITEM #4  
APRIL 6, 2020**

**COVID 19 UPDATE**

**AGENDA ITEM #5  
APRIL 6, 2020**

**TOWN ADMINISTRATOR'S REPORT**

**AGENDA ITEM #6  
APRIL 6, 2020**

**DISCUSS RESCHEDULING THE ANNUAL TOWN ELECTION AND  
TOWN MEETING**

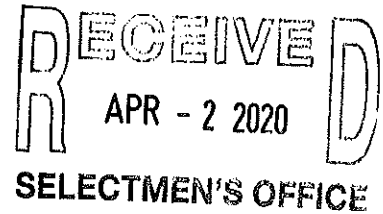
**AGENDA ITEM #7  
APRIL 6, 2020**

**DISCUSS EMAIL RECEIVED FROM NANCY YEATTS  
ASSAWOMPSET PONT COMPLEX MANAGER REGARDING  
APC RANGERS**

Nancy will be joining the meeting remotely.

Nancy submitted a memo (attached) to the Board expressing her concern regarding the ability of the APC Rangers to patrol the APC due to the number of people utilizing it.

Tracie



April 2, 2020

To: Lakeville Board of Selectmen

From: Nancy Yeatts; Environmental Manager APC

Re: APC Rangers

The current situation with COVID-19 is impacting the ability of the APC Rangers to patrol the 4,000 acre property. The amount of people accessing the area has increased dramatically.

At this time of year our patrols are usually minimal, but with increased usage by people out of work and children out of school, our usual high use areas (Negus Way, White Banks, and Long Point Road) are overwhelmed. We have increased patrols using the funds that are usually saved for the high usage we see during the summer months.

Lakeville, Taunton and New Bedford each contribute \$6000. per year to pay for the Rangers. I am concerned that we may run out of funds this year due to the significant increase in use so early in the year due to

COVID-19.

Any funding available to help us through this difficult period, would be greatly appreciated, as we continue to do the job of protecting the water supply during this very challenging time.

Thank you.

Cc: Taunton Water Department

New Bedford Water Department

**AGENDA ITEM #8  
APRIL 6, 2020**

**DISCUSS GUIDELINES FOR REMOTE MEETINGS**

Chairman Fabian had requested this be placed on the agenda.

Tracie

**AGENDA ITEM #9  
APRIL 6, 2020**

**DISCUSS REQUEST RECEIVED TO REMOVE LAKEVILLE  
COUNTRY CLUB, 31 STETSON STREET AND 1 CEDARBERRY  
LANE PROPERTIES FROM CHAPTER 61A & 61B**

Attached is the formal request received regarding removing Lakeville Country Club, 31 Stetson Street and 1 Cedarberry Lane properties from Chapter 61A & 61B.

I have also attached the list of properties that the Open Space Committee has prioritized as lands which the Town should consider protecting and purchasing. Lakeville Country Club is on the list.

The 120 day period that the Town must respond by will be July 30, 2020.

Tracie



## Tracie Craig-McGee

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**From:** Jesse L. Medford <jaymed1973@aol.com>  
**Sent:** Wednesday, April 01, 2020 12:10 PM  
**To:** Tracie Craig-McGee  
**Subject:** Re: Open Space List

Hello Tracie,

At its April 2015 meeting, the Open Space Committee, at the request of Selectmen, prioritized lands under Chapter 61 forestland, agriculture and recreation, which the town should consider protecting and purchasing should the opportunity arise. Watershed areas were considered vital. These included (as listed in the minutes):

- Assonet River (AKA Cedar River) – Pig farm on Howland Ave and any forestry or agricultural land along Pierce Avenue or the south side of County Road.
- Wachamotusset River - Joe Chamberlain's two lots, and any lots that contain swamp that feeds the brook including the Town's night soil repository and the adjacent Town parcel.
- Farmland along the Nemasket River.
- Lakeville Country Club
- Land along Leonard Washburn Brook and Poquoy.
- Lots 54-1-1 off route 18, listed as recreational but now in fields and farmland, considered of potential value to the Town because it would provide access to Long Pond.
- Any larger farm fields in Lakeville in order to keep local agriculture viable.

Furthermore, At the October 7, 2013 meeting, the following 8 parcels were listed as Priority Protection Areas. These were: Bridge Street Farm, Vaughn Street Farms, Loon Pond Farm, Howland Road Area, Elders Pond Farmland, Crooked Lane Farm, Rocky Woods, and the Cedar Swamp Headlands.

At the discussion during our May 1, 2019 meeting, the Open Space Committee Members expressed their continued interest in the preservation of any agricultural land within the town borders. The list of lands we feel are priorities has not changed.

Sincerely,  
Jesse L. Medford  
Open Space Committee - Chair

-----Original Message-----

**From:** Tracie Craig-McGee <[tcraig-mcgee@lakevillema.org](mailto:tcraig-mcgee@lakevillema.org)>  
**To:** Jesse L. Medford ([jaymed1973@aol.com](mailto:jaymed1973@aol.com)) <[jaymed1973@aol.com](mailto:jaymed1973@aol.com)>  
**Sent:** Wed, Mar 25, 2020 4:12 pm  
**Subject:** Open Space List

Hi Jesse,

Can you send me the list from Open Space that you would like the Town to consider taking if removed from Chapter 61A. Thanks!

**Tracie Craig-McGee, Executive Assistant  
Lakeville Board of Selectmen &  
Town Administrator**

Derek Maksy of 1 Cedar Berry Lane, Lakeville, MA 02347  
Madelyn Maksy of 139 Staples Shore Road, Lakeville, MA 02347  
Webster Realty Trust, individually and as Trustees of Webster Realty Trust  
508-259-7937

March 30, 2020

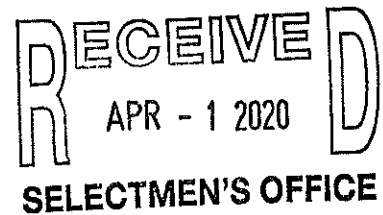
**By Certified Mail to All**

Board of Selectmen  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Board of Assessors  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Planning Board  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347

Conservation Commission  
Lakeville Town Hall  
346 Bedford Street  
Lakeville, MA 02347



**RE:** Notice of Intent to sell Recreational and Agricultural land assessed under G.L. 61A & 61B Section 14 of Mass General Laws as follows: The land consisting of four (4) tracts of mutually abutting land commonly known and numbered as 44 Clear Pond Road and 59 Harcourt Ave, Lakeville MA, containing approximately 138+ acres (the "Golf Course Parcel"), 31 Stetson Street, Lakeville MA, containing approximately 7.09 acres (the "Bog Parcel"), 1 Cedarberry Lane (aka Crooked Lane), Lakeville MA, containing approximately 13.32 acres (the "House Parcel") all in Lakeville, Plymouth County, Massachusetts, which real property is more particularly described in Exhibits, attached hereto.

Assessor's description:

- 59 HARCOURT AV MBLU 059/ 001/ 050-01
- 31 STETSON ST MBLU 059/ 001/ 004B
- 44 CLEAR POND RD, MBLU 059/ 001/ 050
- 1 CEDAR BERRY LN MBLU 059/ 001/ 004

Dear Sir or Madam,

Pursuant to Section 14 of Chapter 61A and 61B of the Commonwealth of Massachusetts General Laws this Notice is being provided to you by Derek Maksy of 1 Cedar Berry Lane, Lakeville, MA, Madelyn Maksy of 139 Staples Shore Road, Lakeville, MA / Webster Realty Trust, individually and as Trustees of Webster Realty Trust who jointly have entered in a Purchase and Sale to sell and convey some of their properties in Lakeville and further described above

Said land is currently classified and assessed as Recreational (61 B) and Agricultural (61A) under the Mass General Laws and is subject to a notice of a Recreational and Agricultural tax liens by the Board of Assessors of your Town and which notice is recorded at the Plymouth County Registry of Deeds.

It is the intent of Derek Maksy and Madelyn Maksy / Webster Realty Trust, individually and as Trustees of Webster Realty Trust to sell the above described land and Building in accordance with a bona fide offer the terms of which are set forth in the Purchase and Sale agreement with Derek Maksy and Madelyn Maksy / Webster Realty Trust, individually and as Trustees of Webster Realty Trust u/d/t dated October 6, 2011 and recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202, and having property address of 44 Clear Pond Road, 31 Stetson Street, 59 Harcourt Ave, and 1 Cedar Berry Lane aka Crooked Lane all in Lakeville, Massachusetts 02347 and Hillwood Enterprises, L.P. , Gary Frederick Senior Vice President Northeast Telephone: 843-576-9409 Email: [Gary.Frederick@Hillwood.com](mailto:Gary.Frederick@Hillwood.com) : Hillwood Development Company, LLC 3000 Turtle Creek Boulevard Dallas, TX 75219. A true copy of said agreement is enclosed herewith. As you know because of this notice the Town of Lakeville has a certain option to purchase the land under the provision of Mass General Laws Chapter 61A & 61B Section 14.

Although the Town is entitled to a one hundred twenty-day period to exercise its option to purchase the land and buildings it would be greatly appreciated if the matter could be expedited sooner. Any notification to the undersigned that the option will not be exercised must be made in writing by the Board of Selectmen.

I have enclosed a form for the Board to sign in the event the option is not exercised

Sincerely,



Derek A Maksy, Madelyn J Maksy / Webster Realty Trust, individually and as Trustees of Webster Realty Trust

## Property Description

### Golf Course Parcel:

44 Clear Pond Road and 59 Harcourt Road, Lakeville, MA; Tax Parcel ID 059-001-050 & 059/ 001/ 050-01– see Deed of Lakeville Country Homes, Inc. to Derek A. Maksy and Madelyn J. Maksy, Trustees of the Webster Realty Trust u/d/t dated October 6, 2011 and recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202, which Deed is also dated October 6, 2011 and is recorded with said Registry of Deeds at Book 40414, Page 215.

### Bog Parcel:

31 Stetson Road, Lakeville, MA; Tax Parcel ID 059-001-004B – see Deed of Robert E. Jerrier to Derek A. Maksy and Madelyn J. Maksy, husband and wife, tenants by the entirety, dated October 14, 2007 and recorded with said Registry of Deeds at Book 35204, Page 121.

### House Parcel:

1 Cedarberry Lane, Lakeville, MA; Tax Parcels 059-001-004 and -004E – see two (2) Deeds of Robert E. Jerrier to Derek A. Maksy and Madelyn J. Maksy, husband and wife, tenants By the entirety, dated October 19, 2007 and recorded with said Registry of Deeds at Book 35204, Pages 120 and 122.

CHAPTER 61A & 61B

DECISION ON TOWN OPTION

CHANGE IN USE OF CLASSIFIED LAND

Derek Maksy of 1 Cedar Berry Lane,  
Madelyn Maksy of 139 Staples Shore Road,  
Webster Realty Trust, individually and  
as Trustees of Webster Realty Trust  
all of Lakeville MA 02347

The Board of Selectmen of the Town of Lakeville, Massachusetts, has received a "Notice of Intent" from Derek Maksy of 1 Cedar Berry Lane, Madelyn Maksy of 139 Staples Shore Road, Webster Realty Trust, individually and as Trustees of Webster Realty Trust all of Lakeville MA 02347 to sell and convey land classified as Recreational and Agricultural and taxed under the provisions of Chapter 61A & 61B of the General Laws of the Commonwealth of Massachusetts.

Description of the land and Title Reference pertaining to this notice:

Golf Course Parcel:

44 Clear Pond Road, Harcourt Ave, Lakeville, MA; Tax Parcel ID 059-001-050 and 059/ 001/ 050-01 – see Deed of Lakeville Country Homes, Inc. to Derek A. Maksy and Madelyn J. Maksy, Trustees of the Webster Realty Trust u/d/t dated October 6, 2011 and recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202, which Deed is also dated October 6, 2011 and is recorded with said Registry of Deeds at Book 40414, Page 215.

Bog Parcel:

31 Stetson Road, Lakeville, MA; Tax Parcel ID 059-001-004B – see Deed of Robert E. Jerrier to Derek A. Maksy and Madelyn J. Maksy, husband and wife, tenants by the entirety, dated October 14, 2007 and recorded with said Registry of Deeds at Book 35204, Page 121.

House Parcel:

1 Cedarberry Lane, Lakeville, MA; Tax Parcels 059-001-004 and -004E – see two (2) Deeds of Robert E. Jerrier to Derek A. Maksy and Madelyn J. Maksy, husband and wife, tenants By the entirety, dated October 19, 2007 and recorded with said Registry of Deeds at Book 35204, Pages 120 and 122.

Owner of Record:

Derek Maksy of 1 Cedar Berry Lane, Madelyn Maksy of 139 Staples Shore Road, Webster Realty Trust, individually and as Trustees of Webster Realty Trust all of Lakeville MA 02347

Under Chapter 61A & 61B the Town of Lakeville has the option to purchase said land intended for sale as Recreational and Agricultural land under 61A & 61B. This notice is to inform you that the Lakeville Board of Selectmen has voted not to exercise said option.

Lakeville Board of Selectmen

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COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

2020

Then personally appeared the above-name

And acknowledged the foregoing instrument to be their free act and deed and the free act and deed of the Town of Lakeville, before me.

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Notary Public

My Commission expires:

## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "*Agreement*") is entered into as of this \_\_\_\_\_ day of March, 2020 (the "*Effective Date*"), by and between DEREK A. MAKSY and MADELYN J. MAKSY, individually and as Trustees of Webster Realty Trust u/d/t dated October 6, 2011 and recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202, and having an address of 44 Clear Pond Road, Lakeville, Massachusetts 02347 (the "*Seller*"), and HILLWOOD ENTERPRISES, L.P., a Texas limited partnership ("*Purchaser*") having an address of c/o Hillwood Development Company, LLC, 5050 Tilghman Street, Suite 435, Allentown, Pennsylvania 18104.

### WITNESSETH:

WHEREAS, Seller agrees to sell and Purchaser agrees to purchase the Property (as defined below), upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, all of which each party respectively agrees constitutes sufficient consideration received at or before the execution and delivery hereof, the parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE I. AGREEMENT OF PURCHASE AND SALE

**1.1 Agreement of Purchase and Sale.** Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase from Seller:

(a) Those four (4) tracts of mutually abutting land commonly known and numbered as (i) 44 Clear Pond Road, Lakeville MA, containing approximately 138+ acres [per recorded Deed; 134.77 acres per the tax assessor's card, 119.38 acres per the LOI] (the "*Golf Course Parcel*"), (ii) 31 Stetson Street, Lakeville MA, containing approximately 7.09 acres [per recorded Deed; 8.94 acres per the LOI] (the "*Bog Parcel*"), (iii) 1 Cedarberry Lane (aka Crooked Lane), Lakeville MA, containing approximately 13.32 acres [per recorded Deed; 13.75 acres per the LOI] (the "*House Parcel*"), and (iv) ~~89 Crooked Lane, Lakeville, MA, containing approximately 1.2 acres [per recorded Deed] (the "*Simpson Parcel*"),~~ all in Lakeville, Plymouth County, Massachusetts, which real property is more particularly described in **Exhibit A**, attached hereto and incorporated herein (collectively, the "*Land*"), together with all and singular the rights, privileges, hereditaments and appurtenances pertaining to such real property, including, but not limited to, any right, title and interest of Seller in and to any strips and gores adjoining the Land and in and to adjacent streets, roads, alleys, easements and rights-of-way and any and all water and mineral interests of whatever nature, producing or nonproducing, relating to the Land, including, but not limited to, rights of Seller under any and all oil and gas leases covering the Land. For clarity, the Land excludes Parcel B, containing approximately 0.164 acres as identified on the Site Plan on **Exhibit A**.

(b) Except for those items of equipment and improvements that Seller may remove in accordance with Section 8.1(i) of this Agreement, all buildings, structures, fixtures, improvements on the Land, including without limitation, streets, utility lines, drainage and stormwater infrastructure, other infrastructure, entry gates, monuments and landscaping or other improvements located on the Land ("*Improvements*");

(c) All applications, permits, approvals, and licenses related to the development of the Land and construction of improvements thereon; utility service commitments, rights, allocations, taps, and connections; utility construction agreements with municipal or other public or private utilities (including any municipal utility or other special districts); rights under any traffic phasing agreements or similar contracts; rights under zoning cases, preliminary plans, plats, and other Entitlements; rights to build, construct, or install streets, driveways, or other access to or across the Land; and all other development rights, powers, privileges, options, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Land including without limitation Seller's right to receive reimbursements related to the Land and development thereof from any municipal utility district or other party (collectively, "*Intangible Property*").

All of the property described in this Section 1.1, including the Land, Improvements and Intangible Property, is collectively referred to in this Agreement as the "*Property*".

## **ARTICLE II.** **PURCHASE PRICE**

**2.1 Purchase Price.** The purchase price to be paid for the Property shall be a total of Seven Million, Two Hundred Fifty Thousand and No/100 Dollars (\$7,250,000.00) (the "*Purchase Price*"), of which Five Hundred Seventy-Five Thousand and No/100 Dollars (\$575,000.00) is allocated to the House Parcel (the "*House Parcel Purchase Price*"). Upon 10 days' written request of either Seller or Purchaser, the parties shall reasonably further allocate the remainder of the Purchase Price among the Golf Course Parcel and the Bog Parcel) in order to establish a separate purchase price for each parcel subject to Massachusetts General Laws chapters 61, 61A and/or 61B, and each other parcel, so that proper notice can be given to the Town of Lakeville triggering the Town's statutory right of first refusal under the applicable statute. The Purchase Price shall be payable in cash or immediately available funds at the Closing (defined below) subject to such offsets and credits as described herein.

## **ARTICLE III.** **EARNEST MONEY AND INDEPENDENT CONSIDERATION**

**3.1 Earnest Money; Amount and Payment; Independent Consideration.** Within two (2) Business Days after the Effective Date, Purchaser shall deliver, in cash or immediately available funds, the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "*Earnest Money*") to Silvia & Quinn, 180 Paramount Drive, Raynham, MA 02767, Attention: Jeanne Quinn, 508-824-7200, [silquinn@gmail.com](mailto:silquinn@gmail.com) (the "*Escrow Agent*"). The Earnest Money shall be held in a non-interest-bearing account. The Earnest Money, unless earlier returned to Purchaser or unless delivered to Seller as herein provided, shall be applied to the Purchase Price on the Closing Date. Upon 10 days' written request of either Seller or Purchaser, the parties shall



allocate the Earnest Money among the three parcels of Land (i.e., the Golf Course Parcel, the Bog Parcel, the House Parcel and the Simpson Parcel) pro rata per the allocated Purchase Price under Section 2.1 in order to establish Earnest Money for each parcel subject to Massachusetts General Laws chapters 61, 61A and/or 61B, and each other parcel, so that proper notice can be given to the Town of Lakeville triggering the Town's statutory right of first refusal under the applicable statute.

**ARTICLE IV.**  
**PRE-CLOSING OBLIGATIONS AND CONDITIONS**

**4.1 Items to be Delivered by Seller.** Within five (5) days after the Effective Date hereof, Seller shall provide Purchaser with all of the following, as currently in Seller's possession or control (the "*Due Diligence Materials*");

- (a) A commitment from any title insurance company with copies of all exception documents and plotted or plottable easements and other documents of record;
- (b) All ALTA surveys;
- (c) Copies of all applicable licenses, permits, zoning, development and governmental approvals received by Seller (or, if requested but not yet received by Seller, copies of all applicable requests/applications and related documents) for the Property;
- (d) Copies of all environmental, soils, geotechnical, traffic, stormwater, acoustical and any other pre-development reports;
- (e) Any other relevant documentation pertaining to the Property, including without limitation development agreements, tax abatement agreements, easement agreements, and ground leases;
- (f) Operating statements, if applicable, for the prior two (2) years and Property tax bills for the prior two (2) years; and in the event the operating statements are not available, Seller must provide the property real estate tax bills for the further prior two (2) years;
- (g) Any and all written correspondence, whether in hardcopy or in electronic format, relating to the Property; and
- (h) Copies of any prior plans, permits, studies, wetland flagging and surveying, development constraint identification and surveying, relating to prior development of the Property and any proposed prior development of the Property.

When Seller has delivered all Due Diligence Materials in Seller's possession or control to Purchaser, Seller shall give written notice to Purchase that all such Due Diligence Materials have been delivered to Seller (the "*Due Diligence Notice*").

**ARTICLE V.**  
**PURCHASER'S INVESTIGATION**

**5.1 Title Review Period.** Within five (5) days after the Effective Date, Purchaser shall order or cause to be ordered (a) a current commitment for the issuance of an American Land Title Association ("*ALTA*") standard owner's form policy of title insurance from Republic Title of Texas, Inc., 2626 Howell Street, 10<sup>th</sup> Floor, Dallas, Texas 75204, Attention: Melissa Schuelke, 214-855-8835, [mschuelke@republictitle.com](mailto:mschuelke@republictitle.com) (the "*Title Company*"), together with true, correct and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Property, including items listed in all schedules of the commitment (collectively, the "*Title Commitment*") and (b) a current ALTA survey (the "*Survey*") which identifies the Property via metes and bounds, which survey shall be addressed and certified to Purchaser. Purchaser shall be deemed to have agreed to accept conveyance of the Property subject to all matters disclosed in the Title Commitment and Survey except those matters with respect to which Purchaser gives contrary notice (a "*Title Objection Notice*") to Seller on or before the date that is fifteen (15) days prior to the expiration of the Inspection Period under Section 6.2. Should Purchaser issue a timely Title Objection Notice, then Seller shall notify Purchaser within ten (10) days after receipt of the Title Objection Notice whether Seller will cure all of the title objections raised in Purchaser's Title Objection Notice and the manner in which such cure shall be effectuated. In the event that Seller fails to respond to the Title Objection Notice within ten (10) days after receipt thereof or in the event that Seller advises Purchaser that Seller will not cure, to Purchaser's reasonable satisfaction, all title objections raised in the Title Objection Notice, then Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller and the Escrow Agent will return the Earnest Money to Purchaser and the parties shall have no further rights or obligations under this Agreement except those that expressly survive such termination. Purchaser's failure to terminate this Agreement on or before the expiration of the Inspection Period shall constitute Purchaser's agreement to accept title to the Property at Closing subject to current property taxes not yet due and payable and all other items disclosed in the Title Commitment that Seller is not obligated by the terms of this Agreement to remove, satisfy or pay prior to Closing ("*Permitted Exceptions*"). In the event that Seller shall have advised Purchaser that Seller will cure all title objections raised in the Title Objection Notice, Seller shall cure such objections, to Purchaser's reasonable satisfaction, on or before the date that is five (5) days prior to the Closing Date (as hereinafter defined) (such cure date, the "*Cure Date*"). In the event that Seller fails to cure all such title objections on or before the Cure Date, Purchaser may elect to terminate this Agreement by giving written notice thereof to Seller, whereupon the Escrow Agent will return the Earnest Money and Extension Fee, if any, to Purchaser, and the parties shall have no further rights or obligations under this Agreement except those that expressly survive such termination. Notwithstanding anything to the contrary herein, Seller shall be obligated (at Seller's sole cost and expense) without any objection or request by Purchaser to (i) to make all payments required to cause the release at Closing of: Seller's existing mortgage(s), if any, encumbering the Property, any liens for ad valorem taxes and assessments that are due and payable, and any other monetary liens on the Property (individually and collectively, a "*Monetary Lien*"); (ii) satisfy the items applicable to Seller on Schedule C of the Title Commitment; and (iii) cure any matters on title that resulted from Seller's actions or omissions after the date hereof. To the extent any Monetary Lien has not been satisfied and released as of Closing, Purchaser shall have the right to make all payments required to satisfy and release such Monetary Lien and the Purchase Price shall be reduced by the amount of such payments by Purchaser.

## **ARTICLE VI.** **INSPECTION**

**6.1 Inspection.** Commencing upon the Effective Date and continuing through the end of the Inspection Period described in Section 6.2, below, Purchaser and its agents, contractors and designees shall have the right to physically inspect and review the Property and to determine whether the Property is suitable for Purchaser's needs in Purchaser's sole discretion (taking into consideration any matters deemed relevant by Purchaser, including, without limitation, environmental conditions, Phase I and/or Phase II environmental studies, impact studies, engineering characteristics, geotechnical borings, wetlands delineation, traffic studies, utilities, access, title, zoning, leasing prospects, structural, financial, and any other issues affecting the Property or Purchaser's intended use thereof, and Purchaser's determination whether or not development of the Property is feasible). Purchaser agrees that it will repair any damage to the Property resulting from surveys, tests and inspections performed in accordance herewith if Purchaser does not purchase the Property, exclusive of normal wear and tear. Purchaser shall also defend, indemnify and hold harmless Seller from and against any and all loss, cost, damage, expense or liability for bodily injury, death or property damage arising out of Purchaser's activities on the Property and/or the cost thereof, or out of any negligence or willful misconduct of Purchaser in performing the surveys, tests and inspections contemplated hereby, but excluding any environmental remediation or environmental damages liability arising from preexisting conditions. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement. Prior to the expiration of the Inspection Period, Purchaser shall have the right to terminate this Agreement if Purchaser determines in its sole discretion that the Property is not suitable for any reason or for no reason. If Purchaser does not terminate this Agreement by written notice given within the Inspection Period, as it may be extended, the Earnest Money shall become firm and non-refundable, except in the event of a Seller default or a failure of condition to Closing and except in the event the Town of Lakeville exercises its right of first refusal as to any Parcel(s) but Purchaser nonetheless determines not to exercise its rights to terminate this Agreement as between Purchaser and Seller as set forth in Section 6.2 and Section 6.6, respectively, below.

**6.2 Inspection Period; Provision for Statutory Right of First Refusal in Town.** As used herein, the term "*Inspection Period*" shall refer to the period beginning on the Effective Date (hereinafter defined) and expiring at 11:59 p.m. Central time on the date that is the later of (a) one hundred twenty (120) days after the date of the Due Diligence Notice, or (b) five (5) days after Seller provides written evidence reasonably acceptable to Purchaser and the Title Company that the Town of Lakeville has declined or has failed timely to exercise any purchase rights pursuant to M.G.L. c.61, c.61A and/or c.61B, as applicable, or five (5) days after Seller provides written evidence reasonably acceptable to Purchaser and the Title Company that the Town of Lakeville has duly exercised its exercise of its right of first refusal as to any given Parcel, if any Parcel of the Property is subject to M.G.L. c.61, c.61A and/or c.61B.

Within two (2) Business Days after the Effective Date, and on the same day of each following calendar month for the next three (3) months during the continuance of the Inspection Period, Purchaser shall deliver in cash or immediately available funds the further amount of Fifteen Thousand and No/100 Dollars (\$15,000.00) to the Escrow Agent (each a "*Signing Payment*" and collectively the "*Signing Payments*"). Each Signing Payment shall be promptly released to Seller

by the Escrow Agent. The Signing Payment shall be non-refundable and shall not be applied to any other amounts due under this Agreement from Purchaser.

Seller shall within ten (10) days after the Effective Date give written notice to the Town of Lakeville of this Agreement as required by M.G.L. c.61, 61A and 61B, as applicable, in such form and with such attachments and other information as necessary to start the 120-day period for the Town of Lakeville to exercise or determine not to exercise its right of first refusal under M.G.L. c.61, c.61A and/or c.61B, as applicable. The Seller shall give such notice to the Town of Lakeville in a manner which is clear as to which chapter of the Massachusetts General Laws is applicable to the applicable Parcel or Parcel(s) identified in Section 1.1(a), above, and which provides a separate purchase price and a separate Earnest Money amount for each such Parcel subject to c.61, c.61A, or c.61B and for each other Parcel. Seller shall provide Purchaser with copies of any communications received from the Town or Lakeville or its representatives as soon as possible after receipt thereof. If for any reason the Town of Lakeville alleges that such notice from Seller is ineffective to commence such 120-day period in which to exercise or determine not to exercise such right of first refusal, then Seller and Purchaser shall cooperate reasonably to address the deficiency in such notice alleged by the Town and to re-notice the Town at the earliest practicable date including, without limitation, if reasonably necessary to re-execute this Agreement as two (2) or more separate Agreements, each with respect to one or more of the Parcels included in the Property. If the Town of Lakeville exercises its right of first refusal to purchase one or more of the Parcels included in the Property, Purchaser shall have the right (but not the obligation) at any time thereafter to terminate its obligation to purchase any or all of the Parcel(s) pursuant to this Agreement by written notice to Seller and to the Town of Lakeville, in which case the applicable portion of the Earnest Money attributable such Parcel(s) shall be immediately released to Purchaser and this Agreement shall, with respect to such Parcel(s) as to which Purchase gives such notice, be null and void and without further recourse as between Purchaser and Seller (but not as between the Town of Lakeville and the Seller as to any Parcel(s) as to which the Town has exercised its right of first refusal). Unless and until Purchaser provides such written notice of termination, this Agreement shall continue in force and effect until the Town closes its purchase pursuant its exercise of its right of first refusal (at which time the Escrow Agent shall return the applicable portion of the Earnest Money to Purchaser), and if the Town of Lakeville fails timely to close its purchase of any Parcel(s) as to which the Town exercised its right of first refusal, Purchaser shall retain a backup right of purchase of the Property.

**6.3 Purchaser Entitlements Period.** If the Town of Lakeville does not timely exercise its right of first refusal as to any Parcel, or if the Town of Lakeville does timely exercise its right of first refusal as to any Parcel but thereafter fails timely to close the purchase of such Parcel, and Purchaser has not elected to terminate this Agreement as between Seller and Purchaser as provided in Section 6.2, above, then Seller shall notify Purchaser in writing of either such occurrence and in either such case Purchaser shall have the right to an entitlements period (the "***Entitlements Period***") which shall commence upon the Closing of the House Parcel under Section 9.4, shall initially continue for one (1) year from the House Parcel Closing, and shall be extendable by written notice from Purchaser to Seller up to a total of four (4) additional years in the aggregate, in which to pursue the Entitlements described below, by paying the following extension fee(s): (i) first one year Extension Fee, \$250,000.00, (ii) second one year Extension Fee, \$275,000.00, (iii) third one year Extension Fee, \$300,000.00, and (iv) fourth one year Extension Fee \$325,000.00 (each an "***Extension Fee***" and collectively the "***Extension Fees***"). Notice of

the first exercise of Purchaser's right to such extension of the Entitlements Period shall be given to Seller on or before the first anniversary of the House Parcel Closing and the first Extension Fee shall be paid to the Escrow Agent by Purchaser within five (5) business days thereafter. Written notice of the further exercise of extension of the Entitlements Period for additional years shall be given by Purchaser to Seller prior to the termination of the then-expiring Entitlements Period as previously extended, and the applicable further Extension Fee(s) for the applicable extension of the Entitlements Period so exercised shall be paid to the Escrow Agent by Purchaser within five (5) business days thereafter. The applicable Extension Fee shall be promptly released by the Escrow Agent to Seller. Any remaining Earnest Money shall be applied to the first Extension Fee. During any such Entitlements Period, Purchaser and its agents, contractors and designees shall have the same right to physically inspect and review the Property as described in Section 6.1. Purchaser shall also have the right to pursue entitlements for Purchaser's intended development and uses of the Property including without limitation subdivision plan(s), approval not required land division plan(s), rezonings, special permits, land development plans and site plan approvals, NPDES permitting, access easements and rights of way, storm water management plans and approvals, wetlands permitting, storm water and utility easements, and permits, licenses, approvals and/or waivers from the Massachusetts Department of Transportation and other State, regional and local governmental authorities, and environmental impact reports (collectively, the "*Entitlements*") as may be required in Purchaser's sole judgment for the development of the Property into a Class-A, modern industrial park including without limitation industrial buildings, access roads, stormwater management and utility facilities and other amenities (collectively, "*Purchaser's intended use*" or "*Purchaser's Intended Use*"). Seller as the Property owner shall, upon written request from Purchaser from time to time sign and consent to all applications for Entitlements. Notwithstanding anything to the contrary herein, if an Extension Fee is delivered to Seller as provided above and, thereafter, this Agreement terminates and requires the Extension Fee to be paid or returned to Purchaser, then within ten days of any such termination, Seller shall repay all Extension Fees to Purchaser. Seller's obligation in the preceding sentence shall survive any termination of this Agreement. The Extension Fees shall be non-refundable except in the event of a Seller default or failure of a Closing condition for the benefit of Purchaser, and shall be applied as a credit against the Purchase Price at Closing.

During the Entitlements Period, Purchaser and its agents, contractors and designees shall have the right to physically inspect and review the Property. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all loss, cost, damage, expense or liability for bodily injury, death or property damage arising out of Purchaser's activities on the Property and/or the cost thereof, or out of any negligence or willful misconduct of Purchaser in performing the surveys, tests and inspections contemplated hereby, but excluding any environmental remediation or environmental damages liability arising from preexisting conditions. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

**6.4 Reimbursement for Taxes During any Entitlements Period.** In addition to the foregoing, Purchaser shall reimburse Seller for all real estate taxes (but not any rollback taxes which shall be paid solely by Seller) applicable to the Property during any Entitlements Period.

**6.5 Insurance.** Prior to entry upon the Property and on each renewal date of a policy, Purchaser agrees for itself, and shall require of any vendor who has access to the Property at Purchaser's request, at its (or their) sole cost and expense, during all periods of access on the

Property, to carry and maintain: (1) workers' compensation insurance at statutory limits as well as employer's liability at limits no less than One Million Dollars (\$1,000,000) per occurrence, and (2) Commercial Auto Liability and Commercial General Liability insurance insuring against any and all liability of Seller or claims of liability of Seller arising out of, occasioned by or resulting from any accident or otherwise resulting in or about the Property, in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. In addition, Purchaser shall require of any vendor who has access to the Property at Purchaser's request, appropriate professional and/or environmental liability insurance based on the nature of the work performed, with a limit of not less than One Million Dollars (\$1,000,000) per occurrence. The purpose of all required insurance is to protect Seller during the undertaking of any activity on the Property. During all periods of access on the Property, Purchaser and any vendor of Purchaser shall continuously maintain all such insurance in full force and effect with a carrier or carriers having a minimum A.M. Best rating of A- or better with a financial rating of at least VII. The policy or policies of insurance providing the foregoing auto and general liability coverage shall include the interest of Seller, and designate Seller as additional insured; shall be written on an occurrence basis; shall be written as a primary policy which does not contribute to and is not in excess of coverage which Seller may carry; shall provide for a severability of interests and that an act or omission of one of the insureds shall not reduce or void coverage to the other insureds. A waiver of subrogation in favor of Seller shall also be provided indicating that the carrier/s shall waive all of its rights of recovery, under subrogation or otherwise, against Seller and all engaged by Seller. Prior to entering the Land, Purchaser or, as applicable, Purchaser's contractor shall provide to Seller evidence of the above-referenced insurance coverage via a Certificate of Insurance showing Seller as an Additional Insured in a form reasonably acceptable to Seller.

**6.6 Determination.** It is acknowledged and agreed by Seller that no examination by Purchaser, its representatives, agents or contractors shall be deemed to constitute a waiver or relinquishment on the part of Purchaser of its right to rely on the covenants, representations, warranties or agreements made by Seller in this Agreement. If Purchaser determines, in its sole discretion, on or before the expiration of the Entitlements Period, to proceed with the purchase of the Property under this Agreement, Purchaser may provide Seller with notice of its election to proceed (the "*Notice to Proceed*") on or before the expiration of the Entitlements Period. If Purchaser fails or declines to give Seller the Notice to Proceed on or before the expiration of the Entitlements Period or if Purchaser gives Seller notice of its termination of this Agreement on or before the expiration of the Inspection Period or the Entitlements Period, as applicable, this Agreement shall terminate. If this Agreement is so terminated, the Escrow Agent shall return the Earnest Money (and any undistributed interest thereon) to Purchaser. Seller shall retain the Extension Fee(s) and, except for those provisions of this Agreement which by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement.

**ARTICLE VII.**  
**REPRESENTATIONS, WARRANTIES,**  
**COVENANTS AND AGREEMENTS OF SELLER**

7.1 **Representations and Warranties.** In order to induce Purchaser to enter into this Agreement, each Seller makes the following warranties and representations, jointly and severally, which shall be true and correct as of the Effective Date and on the Closing Date:

(a) **Organization, Authorization and Consents.** Each Seller who is a natural, human person is of majority age and under no legal disability. If Seller is acting in the capacity of a Trustee of a trust: the trust remains in full force and effect and not been amended, revoked, modified or terminated; such Trust provides among other things that the Trustee shall have the power to sell or otherwise convey title to any property or rights to property, real or personal, and to own, hold, manage, sell or exchange such property; all of the beneficiaries of any such trust have authorized and directed each Trustee, acting solely, to enter into this Agreement and to bind such trust, the Trustees and the beneficiaries thereof by this Agreement, and to sell and convey any portion of the Property owned in the name of the Trustees of such trust for the Purchase Price stated herein, and to execute, acknowledge and deliver deeds, trustee certificates, affidavits and all other documents necessary or convenient to effect the sale or conveyance; the Trustee is of majority age and under no legal disability; no beneficiary of any such trust is a minor, a corporation selling all or substantially all of its assets in the Commonwealth of Massachusetts, a personal representative of an estate subject to estate tax liens, or under any legal disability; the Trustee of such trust has the authority to act with respect to real estate owned by the trust and has full and absolute power under said trust to convey any interest in real estate and improvements thereon held in said trust, and neither Purchaser nor any other third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or see to the application of any trust asset paid to the Trustee for a conveyance thereof; and there are no additional facts which constitute a condition precedent to the acts by the Trustee or are in any other manner germane to the affairs of the Trust in connection with the Trust's ownership or conveyance of the Property or any portion thereof. Seller has the right, power, ability and authority to enter into this Agreement and to convey the Property in accordance with the terms and conditions of this Agreement, to engage in the transactions contemplated in this Agreement, and to perform and observe the terms and provisions hereof.

(b) **Action of Seller, Etc.** Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Seller represents and warrants that to Seller's knowledge, except for the statutory rights of the Town of Lakeville under M.G.L. c.61, 61A and/or c.61B as to the Golf Course Parcel, the Bog Parcel and the House Parcel, no other parties have options or rights of first refusal to purchase the Property or any portion thereof.

(c) **No Violations of Agreements.** Neither the execution, delivery or performance of this Agreement by Seller, nor compliance with the terms and provisions hereof, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Property or any portion thereof pursuant to the terms of, any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness, or any other agreement or instrument by which Seller is bound.

(d) Litigation. There is no investigation, action (including bankruptcy or condemnation), proceeding, litigation, suit, arbitration, order, decree, claim, writ, injunction or government investigation pending or threatened with respect to the Property or this Agreement or any action taken or to be taken pursuant hereto.

(e) Possession. There are no parties in possession of any portion of the Property, including, without limitation, as lessees, licensees, tenants, tenants at sufferance or trespassers.

(f) Taxes and Assessments. Seller has not filed, and has not retained anyone to file, notices of protests against, or to commence action to review, real property Tax assessments against the Property. All Taxes with respect to the Property or the business conducted thereon that are due and payable have been paid whether or not shown on any Tax returns. There are no liens with respect to Taxes upon the Property other than with respect to Taxes not yet due and payable. There is no outstanding audit, assessment, dispute or claim concerning any Tax pertaining to the Property or any portion thereof, either within Seller's knowledge or claimed, pending or raised by any taxing authority in writing.

(g) Environmental Matters. Except as disclosed in any environmental reports provided to Purchaser within 5 days after the Effective Date, Seller has no knowledge of the presence of any Hazardous Materials at or about the Property and has received no written notification from any governmental or quasi-governmental authority of any possible violations of any Environmental Law with respect to the Property. Seller has not conducted any activity on the Property involving the generation, storage or disposal of Hazardous Materials. No portion of the Property is now being used to treat, store, generate or dispose of Hazardous Materials, excepting for those materials ordinarily and customarily used, stored, present or handled in the regular operation of the Property in the ordinary course of business and in compliance with legal requirements. Further, (i) Seller has not received written notice that any previous owner, tenant, or guest conducted any such activity, (ii) Seller has not received written notice of any discharge, spill, or disposal of any Hazardous Materials on, in or under the Property, (iii) to Seller's knowledge, there are no storage tanks or wells located on, in or under the Property; and (iv) Seller has not received written notice as to any locations off the Property where Hazardous Materials generated by or on the Property have been treated, stored, deposited or disposed of. For the purposes hereof, "*Hazardous Materials*" means petroleum (including gasoline, crude oil or any crude oil fraction), waste, trash, garbage, industrial by-product, and chemical or hazardous substance of any nature, including, without limitation, radioactive materials, PCBs, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewerage, industrial process sludge and any other substance identified as a hazardous, toxic or dangerous substance, material or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "*CERCLA*"), as amended, the Superfund Amendment and Reauthorization Act (commonly known as "*SARA*"), the Resource Conservation and Recovery Act (commonly known as "*RCRA*"), the Massachusetts Oil and Hazardous Material Release, Prevention and Response Act, M.G.L. c. 21E, and the Clean Water Act, 33 U.S.C. § 1251, et seq., or any other federal, state, municipal or county legislation, regulations, laws or ordinances applicable to the Property. For the purposes hereof, "*Environmental Law*" shall mean any law, ordinance, rule, regulation, order, judgment, injunction or decree relating to pollution or substances or materials which are considered to be hazardous or toxic, including, without limitation, the Resource



Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act, any state and local environmental law, all amendments and supplements to any of the foregoing and all regulations and publications promulgated or issued pursuant thereto.

(h) Compliance with Legal Requirements. Seller has received no written notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or any portion thereof.

(i) Other Agreements. Seller has entered into no, and except for the Permitted Exceptions, there are no unrecorded, service contracts, leases, management agreements, brokerage agreements, leasing agreements or other agreements or instruments in force or effect that will be binding upon Purchaser after the Closing and which grant to any person or any entity any right, title, interest or benefit in and to all or any part of the Property or any rights relating to the development, use, operation, management, maintenance or repair of all or any part of the Property.

(j) Seller Not a Foreign Person. Seller is not a "foreign person" which would subject Purchaser to the withholding tax provisions of Section 1445 of the Internal Revenue Code of 1986, as amended.

(k) Condemnation. Seller has no knowledge of any condemnation or eminent domain proceedings pending or contemplated against the Property or any part thereof or interest therein, and Seller has not received any written notices of the desire of any public authority or other entity to take or use the Property or any part thereof or interest therein. Seller shall give Purchaser prompt written notice of any such condemnation or eminent domain proceedings of which Seller becomes aware prior to the Closing.

(l) Prohibited Transactions. Seller is not a person or entity described by Section 1 of the Executive Order (No. 13,224) Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, 66 Fed. Reg. 49,079 (September 24, 2001), and Seller does not knowingly engage in any dealings or transactions, and is not otherwise associated, with any such persons or entities.

(m) USA Patriot Act. Seller is in compliance and shall comply with any applicable anti-money laundering and terrorist financing laws, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "*USA Patriot Act*") and the U.S. Bank Secrecy Act (the "*BSA*") and applicable regulations adopted to implement the provisions of such laws, including policies and procedures that can be reasonably expected to detect and cause the reporting of transactions under Section 5318 of the BSA.

(n) OFAC. Seller is not a person or entity that, and shall not be a person or entity that: (a) is acting, directly or indirectly, on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any of the applicable lists issued by the U.S. Office of Foreign Assets Control ("*OFAC*"); (b) resides or has a place of business in a country or territory named on any of such lists or which is designated as a Non-Cooperative Jurisdiction

by the Financial Action Task Force on Money Laundering ("*FATF*"); (c) is a "Foreign Shell Bank" within the meaning of the USA Patriot Act; or (d) resides in or are organized under the laws of a jurisdiction designated by the U.S. Secretary of the Treasury under Sections 311 or 312 of the USA Patriot Act as warranting special measures due to money laundering concerns.

(o) Disclosures. Between the Effective Date and the Closing, Seller shall notify Purchaser in writing of any events which occur or any facts of which Seller becomes aware which would make any of its representations or warranties under this Agreement false or misleading in any material respect.

(p) Due Diligence Materials. To the best of Seller's knowledge, the Due Diligence Materials are true, accurate and complete in all material respects.

(q) Bankruptcy. Seller has not made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature, and has not been adjudicated as bankrupt or filed a petition in voluntary bankruptcy (or colluded to be subject to an involuntary bankruptcy filing) or a petition or answer seeking reorganization or arrangement with creditors under the federal bankruptcy laws or any other similar law or statute of the United States or any state, and no such petition has been filed against Seller.

## **7.2 Covenants and Agreements of Seller.**

(a) Leasing and Contract Arrangements. During the pendency of this Agreement, Seller will not negotiate or enter into any lease or contract affecting the Property which would survive Closing without Purchaser's prior written consent in each instance, which consent may be withheld in Purchaser's sole discretion.

(b) Changes to Property. During the pendency of this Agreement, Seller will not seek the alteration, modification, amendment, termination and/or lapse of any zoning ordinance, permit or other instrument or document respecting any portion of the Property without the prior written consent of Purchaser, and will not materially change the physical condition of the Land from its current condition.

(c) Use of the Property. During the pendency of this Agreement, Seller shall have a right to continue to use the Property as previously used in compliance with all applicable laws and in a manner that will not cause any damage to the Property or otherwise cause the Property to be delivered to Purchaser at Closing in a condition that materially differs from the condition of the Property existing as of the date hereof.

(d) Seller's Cooperation. During the pendency of this Agreement, Seller will take all actions reasonably requested by Purchaser and shall cooperate with Purchaser to obtain the issuance of any governmental permits, entitlements or other approvals requested by Purchaser, including execution and delivery of any all applications therefor.

(e) Insurance. During the pendency of this Agreement, Seller shall, at its expense, continue to maintain in force and effect liability insurance policies in commercially reasonable amounts covering the Property.

(f) Exclusivity. Seller agrees that it shall not solicit offers or negotiate unsolicited offers to purchase or lease the Property from other prospective purchasers or tenants.

(g) No Action Contrary to Sellers' Representations and Warranties. Seller shall, during the pendency of this Agreement, keep any and all existing mortgage(s) against the Property current and not in default beyond the expiration of any applicable notice and cure periods and shall pay all real estate taxes and other public charges against the Property so as to avoid forfeiture of Purchaser's rights hereunder. Seller shall not knowingly take any action, or omit to take any action, during the pendency of this Agreement which would cause any of Seller's representations and warranties set forth herein to be untrue in any material respect without the prior consent of Purchaser. If, prior to Closing, Seller learns, or has a reason to believe that, any of its representations and warranties may cease to be true in any material respect, Seller shall promptly (and in no event later than Closing) deliver to Purchaser written notice of such.

(h) Notice of Agreement. If the Town of Lakeville does not timely exercise its right of first refusal as to any Parcel, or if the Town of Lakeville does exercise its right of first refusal as to any Parcel but thereafter fails timely to close the purchase of such Parcel and Purchaser has not elected to terminate this Agreement as between Seller and Purchaser as provided in Section 6.2, above, then in either such case Seller shall upon written request of Purchaser execute, acknowledge, deliver and record a notice in the applicable land records office of the existence of this Agreement. Such notice shall not include the material business terms hereof but shall reference the potential duration of Purchaser's rights under this Agreement.

#### ARTICLE VIII.

#### CONDITIONS PRECEDENT TO CLOSING/CONDEMNATION

8.1 Conditions Precedent to Purchaser's Performance. The obligation of Purchaser to close the transaction described in this Agreement, unless waived in writing by Purchaser, shall be subject to the following conditions precedent (and in the case of Articles VIII and IX, references to the Closing Date shall be read to mean each Closing Date and references to the Property shall be read to mean the applicable portion of the Property, as applicable under the circumstances):

(a) All representations and warranties of Seller set forth in this Agreement shall be true and correct as of the Closing Date.

(b) On the Closing Date, there must be no change in the matters reflected in the Title Commitment, and there must not exist any encumbrance or title defect affecting the Property, other than any Permitted Exceptions, that Seller has not agreed to cure prior to or at Closing, and except for any Permitted Exceptions Seller must otherwise deliver good, clear, record and marketable title to the Property to Purchaser.

(c) On the Closing Date, there must be no change in the matters reflected in the Survey and there must not exist any easement, right-of-way, encroachment, conflict, or protrusion regarding the Property not shown on the Survey that Seller has not agreed to cure prior to or at Closing.

(d) On the Closing Date, there must be no litigation, pending or threatened, seeking (i) to enjoin the consummation of the sale and purchase hereunder, (ii) to recover title to

all or any part of the Property, or any interest therein, (iii) to increase substantially ad valorem taxes assessed against the Property before or after Closing, or (iv) to enjoin the violation of any law, rule, regulation, restrictive covenant, or zoning ordinance that may be applicable to the Property.

(e) On the Closing Date, there must be no change in the physical or environmental condition of the Property from that contained in the Due Diligence Deliveries

(f) The Title Company must be committed to issue an Owner's Policy of Title Insurance (the "**Title Policy**") on the standard form in use in the Commonwealth of Massachusetts, insuring good and indefeasible fee simple title to the Property in Purchaser in a face amount equal to the Purchase Price and containing no exceptions except the Permitted Exceptions and the standard printed exceptions therein, except:

(i) the exception relating to restrictions against the Property shall be endorsed by the Title Company to read "none of record," except for such restrictions as may be included in the Permitted Exceptions;

(ii) the blank in the taxes exception shall show the year of the Closing, and the taxes exception shall be endorsed "not yet due and payable" (provided, however, if taxes are due and payable at the time of Closing, Seller shall pay such taxes at or prior to Closing, with Purchaser paying its pro rata share covering any period after Closing, and the blank in the Title Policy shall show the year after Closing), and the tax exception shall be additionally subject to taxes for subsequent years, subsequent assessments for prior years due to change in land usage or ownership and any standby fees applicable to the Property; and

(iii) any liens imposed on the Property as the result of any financing incurred by Purchaser to purchase the Property.

(g) Except in the case of the House Parcel Closing, Purchaser shall have obtained the Entitlements.

(h) There shall be no person in possession of the Property.

(i) The Property shall be in substantially the same condition as it was in on the Effective Date, reasonable wear and tear, and the removal of the following structures and equipment by Seller, only excepted. The equipment and improvements which may be removed by Seller after the Notice to Proceed and either prior to closing or within no more than thirty (30) days after closing, shall include those items and only those items mutually and reasonably agreed upon by Seller and Purchaser, Seller shall accomplish such removal in a good, workmanlike, and timely manner and in accordance with all applicable law and in coordination with Purchaser, and Seller shall promptly restore at Seller's sole cost and expense any damage caused to the remaining Property by such removal. Seller shall prior to Closing and following the removal of any such structures and equipment restore the Property to good and safe condition, reasonably acceptable to Purchaser.

In the event that any of the above conditions are not satisfied or waived in writing by Purchaser prior to the Closing, Purchaser may terminate this Agreement by delivery of a written

termination notice to Seller on or before the Closing Date, in which event of termination, (i) the Escrow Agent shall return the Earnest Money and any Extension Fee in its possession to Purchaser, (ii) if any Extension Fee has been delivered to Seller, Seller shall pay such Extension Fee to Purchaser and (iii) except as otherwise expressly provided herein, neither party thereafter shall have any further rights or obligations to each other under this Agreement.

**8.2 Condemnation.** If, prior to the Closing, all or any part of the Property is taken by eminent domain or condemnation (or sale in lieu thereof), or if Seller has received written notice that any condemnation action or proceeding with respect to the Property is contemplated by a body having the power of eminent domain, Seller shall give Purchaser immediate written notice of such contemplated condemnation or of such taking or sale, and Purchaser may, by written notice to Seller given within fifteen (15) days after the receipt of such notice from Seller, elect to terminate this Agreement. If Purchaser elects to terminate this Agreement in accordance with this Section 8.2, then (i) the Escrow Agent shall return the Earnest Money and any Extension Fee in its possession to Purchaser, (ii) if any Extension Fee has been delivered to Seller, Seller shall pay such Extension Fee to Purchaser and (iii) except as otherwise expressly provided herein, neither party thereafter shall have any further rights or obligations to each other under this Agreement. If Purchaser does not elect to terminate this Agreement in accordance herewith, this Agreement shall remain in full force and effect and the sale of the Property contemplated by this Agreement, less any interest taken by eminent domain or condemnation, or sale in lieu thereof, shall be effected with no further adjustment and without reduction of the Purchase Price, and at the Closing, Seller shall assign, transfer, and set over to Purchaser all of the right, title, and interest of Seller in and to any awards applicable to the Property that have been or that may thereafter be made for such taking. At such time as all or a part of the Property is subjected to a bona fide threat of condemnation and Purchaser shall not have elected to terminate this Agreement as provided in this Section 8.2, Seller shall not settle or agree to any award or payment pursuant to condemnation, eminent domain, or sale in lieu thereof without obtaining Purchaser's prior written consent thereto in each case.

## **ARTICLE IX. CLOSING**

**9.1 Seller's Closing Deliveries.** For and in consideration of Purchaser's delivery to Seller of the Purchase Price, Seller shall obtain or execute and deliver to Purchaser at the Closing the following documents, all of which shall be duly executed, acknowledged and notarized where required:

(a) Deed. A Massachusetts quitclaim deed in the form attached hereto as **Exhibit B** (the "*Deed*"), conveying good and clear record and marketable title to the Property to Purchaser subject only to the Permitted Exceptions, and executed by Seller.

(b) Seller's Owner's Affidavit. A Seller's Owner's Affidavit, executed by Seller, in the form required by the Title Company.

(c) FIRPTA Withholding. Such instruments as shall be required to lawfully exempt Purchaser from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986, as amended (failing which Purchaser shall be fully authorized to withhold and pay

to the appropriate taxing authority the amounts required to be withheld pursuant to said Section 1445).

(d) Evidence of Authority. Such documentation as may reasonably be required by Purchaser and/or the Title Company to establish that this Agreement, the transactions contemplated herein, and the execution and delivery of the documents required hereunder, are duly authorized, executed and delivered.

(e) Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement, executed by Seller.

(f) Surveys and Plans. Such surveys, site plans, plans and specifications, engineering and geotechnical reports and other matters relating to the Property owned by Seller as are in the possession of Seller to the extent not theretofore delivered to Purchaser, and such other surveys and plans in recordable form necessary to create the Land as a legal lot of record, including, without limitation, any endorsed approval not required land division plan or subdivision plan.

(g) Assignment and Assumption. An assignment and assumption agreement and bill of sale in the form attached hereto as **Exhibit C**, executed by Seller.

(h) Title V Septic System Compliance Certificates. A so-called "Title V" or "Title 5" septic system inspection by a licensed inspector shall be performed on each septic system located on the Property involved in the applicable Closing and a Certificate of Compliance shall have been delivered to Purchaser and shall have been filed with the Lakeville Board of Health and all other applicable governmental authorities prior to Closing.

(i) License Back for Storage and Operation of Bog Parcel Following Closing. Seller shall retain all Ocean Spray Stock and delivery rights to transfer such Stock to a location off the Land. Seller and Purchaser shall enter into a license agreement in form and substance mutually acceptable to both Seller and Purchaser providing the terms for Seller's right to use a portion of the Bog Parcel to store golf course equipment and materials for one (1) year following Closing.

(j) Other Documents. Such other documents as shall be reasonably requested by Purchaser or the Title Company to effectuate the purposes and intent of this Agreement.

**9.2 Purchaser's Closing Deliveries**. Purchaser shall obtain or execute and deliver to Seller at the Closing the following, all of which shall be duly executed, acknowledged and notarized where required:

(a) Settlement Statement. A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement, executed by Purchaser.

(b) Assignment and Assumption. An assignment and assumption agreement and bill of sale in the form attached hereto as **Exhibit C**, executed by Purchaser.

(c) License Back for Storage and Operation of Bog Parcel Following Closing. Seller shall retain all Ocean Spray Stock and delivery rights to transfer such Stock to a location off the Land. Seller and Purchaser shall enter into a license agreement in form and substance mutually acceptable to both Seller and Purchaser providing the terms for Seller's right to use a portion of the Bog Parcel to store golf course equipment and materials for one (1) year following Closing.

(d) Other Documents. Such other documents as shall be reasonably requested by Seller's counsel to effectuate the purposes and intent of this Agreement.

(e) Purchase Price. The balance of the applicable portion of the Purchase Price.

**9.3 Closing Costs.** At the Closing, Seller shall pay (i) the fees of any counsel representing Seller in connection with this transaction; (ii) all recording costs to clear title and transfer taxes payable upon the recordation of the Deed, (iii) one-half of the escrow fee charged by the Escrow Agent, and (iv) all so-called rollback taxes under M.G.L. c.61, c.61A and c.61B with respect to the Property. Purchaser shall pay (a) the fees of any counsel representing Purchaser in connection with this transaction; (b) one-half of the escrow fee charged by Escrow Agent; (c) the cost of Purchaser's Owner's Policy of Title Insurance and all endorsements thereto; (d) the cost of the Survey; (e) the recording costs for the recordation of the Deed and Purchaser's Entitlements and any approval not required land division plan and any subdivision plan obtained by Purchaser, and (f) all of Purchaser's due diligence costs. In addition to the foregoing, Purchaser shall reimburse Seller for the legal expenses incurred by Seller in connection with the negotiation of this Agreement, up to a total of Ten Thousand Dollars (\$10,000.00) in the aggregate.

**9.4 Closing Date.** The closing of the transactions contemplated hereby (the "Closing") shall be an escrow style closing through the Title Company and shall take place at 10:00 AM Eastern time on the date ("Closing Date") that (a) in the case of the House Parcel Closing is five (5) Business Days after the end of the Inspection Period provided the statutory right of first refusal has not been exercised as to any Parcel, and (b) in the case of the other Parcels is sixty (60) days following the earlier to occur of (i) the end of the Entitlements Period, or (ii) Seller's receipt of a written notice to proceed to Closing from Purchaser; or on such sooner date or at such other time of day as agreed upon by Purchaser and Seller. Notwithstanding anything to the contrary contained herein, unless Seller agrees to the contrary, Closing on any parcel other than the House Parcel must occur only during the months of January, February, March, October, November or December. Time is of the essence of this Agreement.

**9.5 Proration's and Credits.** Subject to the terms of this Section 9.5, the items in this Section 9.5 shall be prorated or credited, as specified, between Seller and Purchaser as of midnight of the day prior to the Closing, so that Seller shall receive all income and pay all expenses through the day prior to the Closing Date, and Purchaser shall receive all income and pay all expenses from and after the Closing Date:

(a) Taxes. Real estate taxes (collectively, "Taxes") shall be prorated as of the Closing Date. Except as otherwise provided in Section 6.4, above, Seller shall pay Taxes due and payable as of the Closing Date, subject to pro rata reimbursement to Seller of any payment made by Seller for the day of and days after Closing. If the real estate tax rate and assessments have not been set for the year in which the Closing occurs, then the proration of such Taxes shall be

estimated based upon the prior year's Taxes. Such Taxes shall be re-prorated upon issuance of the final tax bill. The parties shall make the appropriate adjusting payment between them within thirty (30) days after presentment by either Seller or Purchaser of such calculation and appropriate back-up information. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, any assessments for Taxes for prior years and the period of the then-current year that may become due after the Closing as the result of change in land usage from a use benefitted by M.G.L. c.61, c.61A and/or c.61B to another use, commonly known as rollback taxes, shall be the responsibility of Seller and shall be calculated and credited to Purchaser at Closing.

(b) Other Items. Any other items of income and expense shall be prorated as of the Closing.

## **ARTICLE X. REMEDIES UPON DEFAULT**

**10.1 Default by Seller**. In the event that Seller fails to comply with any condition, covenant or obligation it has hereunder, Purchaser shall have the right: (i) to terminate this Agreement by giving written notice thereof to Seller, in which event of termination, (a) the Escrow Agent shall return the Earnest Money and any Extension Fee in its possession to Purchaser, (b) if any Extension Fee has been delivered to Seller, Seller shall pay such Extension Fee to Purchaser, (b) if any Extension Fee has been delivered to Seller, Seller shall pay such Extension Fee to Purchaser and (c) except as otherwise expressly provided herein, neither party thereafter shall have any further rights or obligations to each other under this Agreement; (ii) to enforce specific performance of Seller's obligations under this Agreement; and/or (iii) to exercise any other right or remedy Purchaser may have at law or in equity by reason of Seller's default including the recovery of attorneys' fees reasonably incurred by Purchaser in connection therewith. This provision shall survive the Closing or any termination of this Agreement.

**10.2 Default by Purchaser**. In the event all conditions of this Agreement are satisfied and all covenants and agreements to be performed by Seller prior to Closing are fully performed, and in the event that performance of this Agreement is fully tendered by Seller and the sale is not consummated through default by Purchaser, and such default continues for a period of five (5) Business Days after written notice to Purchaser, then Seller's sole and exclusive remedy shall be to terminate this Agreement by giving written notice thereof to Purchaser, whereupon neither party hereto shall have any further rights or obligations under this Agreement, and the Escrow Agent shall deliver the Earnest Money and Extension Fee to Seller, free of any claims by Purchaser, as liquidated damages, which shall be Seller's sole and exclusive remedy at law and in equity. The Earnest Money is a good faith estimate of actual damages that Seller would suffer and shall be liquidated damages for default of Purchaser in failing to consummate this Agreement because of the difficulty, inconvenience and uncertainty of ascertaining Seller's actual damages for Purchaser's default.

**10.3 NO CONSEQUENTIAL DAMAGES**. EACH PARTY, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, WAIVES ANY RIGHT TO PURSUE CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES AGAINST ANY OTHER PARTY TO THIS AGREEMENT, AND AGAINST SUCH PARTY'S HEIRS, SUCCESSORS AND ASSIGNS, OR ANY OF THEM; AND IN NO EVENT WILL ANY



**PARTY TO THIS AGREEMENT, OR ANY OF SUCH PARTY'S HEIR'S SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.**

**ARTICLE XI.  
MISCELLANEOUS**

**11.1 Notices.** Any notice or other communication required or permitted to be given under this Agreement, or by law, shall be in writing and either (a) personally delivered, (b) sent by United States mail, registered or certified, or express mail, postage prepaid, return receipt requested, (c) sent by any nationally-recognized overnight courier service, delivery charges prepaid, or (d) sent by email with a PDF attachment with an original copy thereof transmitted to the recipient by one of the means described in subsections (a), (b) or (c) of this Section 11.1. Any notice required or given hereunder shall be deemed received the same Business Day if sent by hand delivery or by email with a PDF attachment, the next Business Day if sent by overnight courier, or three (3) days after posting if sent by certified mail, return receipt requested; provided that, any notice received after 6:00 p.m. EST on any Business Day or received on any day that is not a Business Day shall be deemed to have been received on the following Business Day. Further, all notices given pursuant to this Agreement will be effective if executed and sent by counsel for Purchaser or Seller, as applicable.

If to Purchaser: c/o Hillwood Development Company, LLC  
5050 W. Tilghman Street, Suite 435  
Allentown, PA 18104

Attention: Gary Frederick  
Senior Vice President / Market Leader – Northeast  
Telephone: 843-576-9409  
Email: [Gary.Frederick@Hillwood.com](mailto:Gary.Frederick@Hillwood.com)

With a copy to: Hillwood Development Company, LLC  
3000 Turtle Creek Boulevard  
Dallas, TX 75219  
Attention: John Emslie  
Telephone: 972-201-2870  
Email: [John.Emslie@Hillwood.com](mailto:John.Emslie@Hillwood.com)

And to: Hillwood Development Company, LLC  
3000 Turtle Creek Boulevard  
Dallas, TX 75219  
Attention: John Emslie  
Telephone: 972-201-2972  
Email: [Marla.Long@Hillwood.com](mailto:Marla.Long@Hillwood.com)

If to Seller:

Derek A. Maksy and Madelyn J. Maksy  
(individually and as Trustees of Webster Realty Trust)  
44 Clear Pond Road  
Lakeville, MA 02347  
Email: [dmaksy@comcast.net](mailto:dmaksy@comcast.net)  
[madmaksy@comcast.net](mailto:madmaksy@comcast.net)

With a copy to,  
and as Escrow Agent:

Silvia & Quinn  
180 Paramount Drive  
Raynham, MA 02767  
Attention: Jeanne Quinn  
Telephone: 508-824-7200  
Email: [silquinn@gmail.com](mailto:silquinn@gmail.com)

If to Title Company:

Republic Title of Texas, Inc.  
2626 Howell Street, 10th Floor  
Dallas, TX 75204-4064  
Attention: Melissa Schuelke  
Telephone: (214) 855-8835  
Email: [mschuelke@republictitle.com](mailto:mschuelke@republictitle.com)

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

**11.2 Agreement to Survive.** Any and all representations, warranties, covenants and agreements contained herein shall not be deemed to be merged into or waived by the instruments of the Closing but shall expressly survive the Closing to the extent expressly provided herein.

**11.3 Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be freely assigned by Purchaser; provided, however, that if Purchaser assigns this Agreement, such assignment shall not release Purchaser from any liability hereunder.

**11.4 Interpretation and Applicable Law.** This Agreement shall be construed and interpreted in accordance with the laws of The Commonwealth of Massachusetts without regard to its conflict of laws provisions. Where required for proper interpretation, words in the singular shall include the plural, and the masculine gender shall include the neuter and the feminine, and vice versa. The descriptive headings of the several articles, sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The term "including," and compounds of the word "include," when preceding a list shall be deemed to mean "including but not limited to."

**11.5 Amendment.** This Agreement may not be modified or amended, except by an agreement in writing signed by Seller and Purchaser. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

**11.6 Attorneys' Fees.** In the event that either party files a lawsuit in connection with this Agreement, then the party that prevails in such action shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs of court incurred in such lawsuit, in addition to all other remedies or damages as limited herein. This provision shall survive the termination or Closing of this Agreement.

**11.7 Entire Agreement.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Agreement, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

**11.8 Brokers.** Each party represents and warrants to the other that, except for Newmark Knight Frank which is being paid a commission by Purchaser pursuant to the terms of a separate agreement, no brokers or finders have been engaged by it, respectively, in connection with the transaction contemplated by this Agreement or, to its knowledge, is in any way connected with this transaction. Except as otherwise expressly set forth above, in the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then each party shall indemnify, save and hold harmless and defend the other party from and against such claim if the claim shall be based upon any statement or representation or agreement made by or allegedly made by the indemnifying party. This indemnity shall survive the Closing or termination of this Agreement.

**11.9 Miscellaneous.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted by fax or email shall be deemed effective for all purposes. Time is of the essence of this Agreement.

For purposes of this Agreement, "**Business Day**" shall mean any day other than a Saturday, Sunday, Massachusetts state or national holiday or other day on which commercial bankers in Massachusetts are generally not open for business. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run to and include the next day which is a Business Day. All references to a particular time of day shall refer to Eastern Standard Time.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller, Seller hereby agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing, any and all further acts, deeds and assurances as Purchaser may reasonably require (i) to evidence and vest in Purchaser the ownership of, and title

to, all of the Property, and (ii) to consummate the transaction contemplated hereunder. Seller shall not, without the prior written consent of Purchaser, disclose to any person or party (except those persons or parties incidentally or necessarily involved herein and all relevant governmental agencies) the economic terms of this Agreement.

**11.10 1031.** Purchaser and Seller shall reasonably cooperate to enable Purchaser or Seller to consummate this transaction as part of a tax free exchange under Section 1031 of the Internal Revenue Code and related regulations (as amended); provided, however, the accommodating party shall not be obligated to take title to any replacement property or to incur any cost, expense or liability as part of such cooperation. Seller acknowledges that it is relying exclusively on its own tax advisors (and not Purchaser or its advisors) to determine the tax consequences of any 1031 exchange involving the Property.

**11.11 Confidentiality.** Except as otherwise required by applicable law, including without limitation notice and disclosure requirements under M.G.L. c.61, 61A and/or 61B, as applicable, the terms and provisions of this Agreement and the transaction documented by this Agreement, including the identities of all parties referred to in this Agreement, shall be held by the parties in strict confidence and shall not be disclosed to anyone other than any party's legal counsel, governmental agencies, agents, employees, partners, affiliates, lenders, investors and representatives who need to know such information in connection with the transaction. The parties shall not record this Agreement with the Plymouth County Registry of Deeds but, upon request of either party at any time during the Entitlements Period, the parties shall execute, acknowledge, deliver and record an appropriate notice of this Agreement with said Registry.

*Remainder of Page Intentionally Left Blank  
Signature Pages Follow*

IN WITNESS WHEREOF, Seller, intending to be legally bound, has executed and delivered this Agreement as of the Effective Date.

**SELLER:**

Disc: Madelyn J Maksy is a licensed Real Estate Broker in the State of Massachusetts.

DocuSigned by:  
*Derek Maksy*

698B2C926091497  
Derek A. Maksy, individually and as Trustee of Webster Realty Trust as aforesaid  
Hereunto Duly Authorized.

3/19/2020  
Date Signed: March \_\_\_\_, 2020

DocuSigned by:  
*Derek Maksy*

*Madelyn Maksy*  
dotloop verified  
03/19/20 5:16 PM EDT  
CX9R-0EID-3LCW-HTFT

698B2C926091497  
Madelyn J. Maksy, individually and as Trustee of Webster Realty Trust as aforesaid  
Hereunto Duly Authorized.

3/19/2020  
Date Signed: March \_\_\_\_, 2020


*Remainder of Page Intentionally Left Blank  
Additional Signature Pages Follow*

IN WITNESS WHEREOF, Purchaser, intending to be legally bound, has executed and delivered this Agreement as of the Effective Date.

**PURCHASER:**

**HILLWOOD ENTERPRISES, L.P.,**  
a Texas limited partnership

By: AHB, LLC,  
a Texas limited liability company,  
its general partner

By:   
Larry Blair  
Senior Vice President

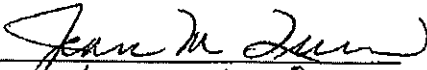
Date Signed: March 19, 2020

*Remainder of Page Intentionally Left Blank  
Escrow Agent's Signature Page Follows*

The undersigned Escrow Agent acknowledges that upon receipt of the Earnest Money referred to in the foregoing Agreement, the undersigned shall accept, hold and disburse the Earnest Money and interest earned thereon in accordance with the provisions of this Agreement. The undersigned acknowledges that it is not a party to this Agreement and that it is executing below solely for the purpose of the foregoing acknowledgment and agreement.

**ESCROW AGENT:**

**SILVIA & QUINN, P.C.**

By:   
Name: Jeanne M. Quinn  
Title: President

Date Signed: March 20, 2020

Exhibit A:           The Land  
Exhibit B:           Form of Deed  
Exhibit C:           Form of Assignment and Assumption Agreement and Bill of Sale

**EXHIBIT A**

**THE LAND**

**Golf Course Parcel:**

44 Clear Pond Road, Lakeville, MA; Tax Parcel ID 059-001-050 – see Deed of Lakeville Country Homes, Inc. to Derek A. Maksy and Madelyn J. Maksy, Trustees of the Webster Realty Trust u/d/t dated October 6, 2011 and recorded with the Plymouth County Registry of Deeds in Book 40414, Page 202, which Deed is also dated October 6, 2011 and is recorded with said Registry of Deeds at Book 40414, Page 215.

**Bog Parcel:**

31 Stetson Road, Lakeville, MA; Tax Parcel ID 059-001-004B – see Deed of Robert E. Jerrier to Derek A. Maksy and Madelyn J. Maksy, husband and wife, tenants by the entirety, dated October 14, 2007 and recorded with said Registry of Deeds at Book 35204, Page 121.

**House Parcel:**

1 Cedarberry Lane, Lakeville, MA; Tax Parcels 059-001-004 and -004E – see two (2) Deeds of Robert E. Jerrier to Derek A. Maksy and Madelyn J. Maksy, husband and wife, tenants by the entirety, dated October 19, 2007 and recorded with said Registry of Deeds at Book 35204, Pages 120 and 122.

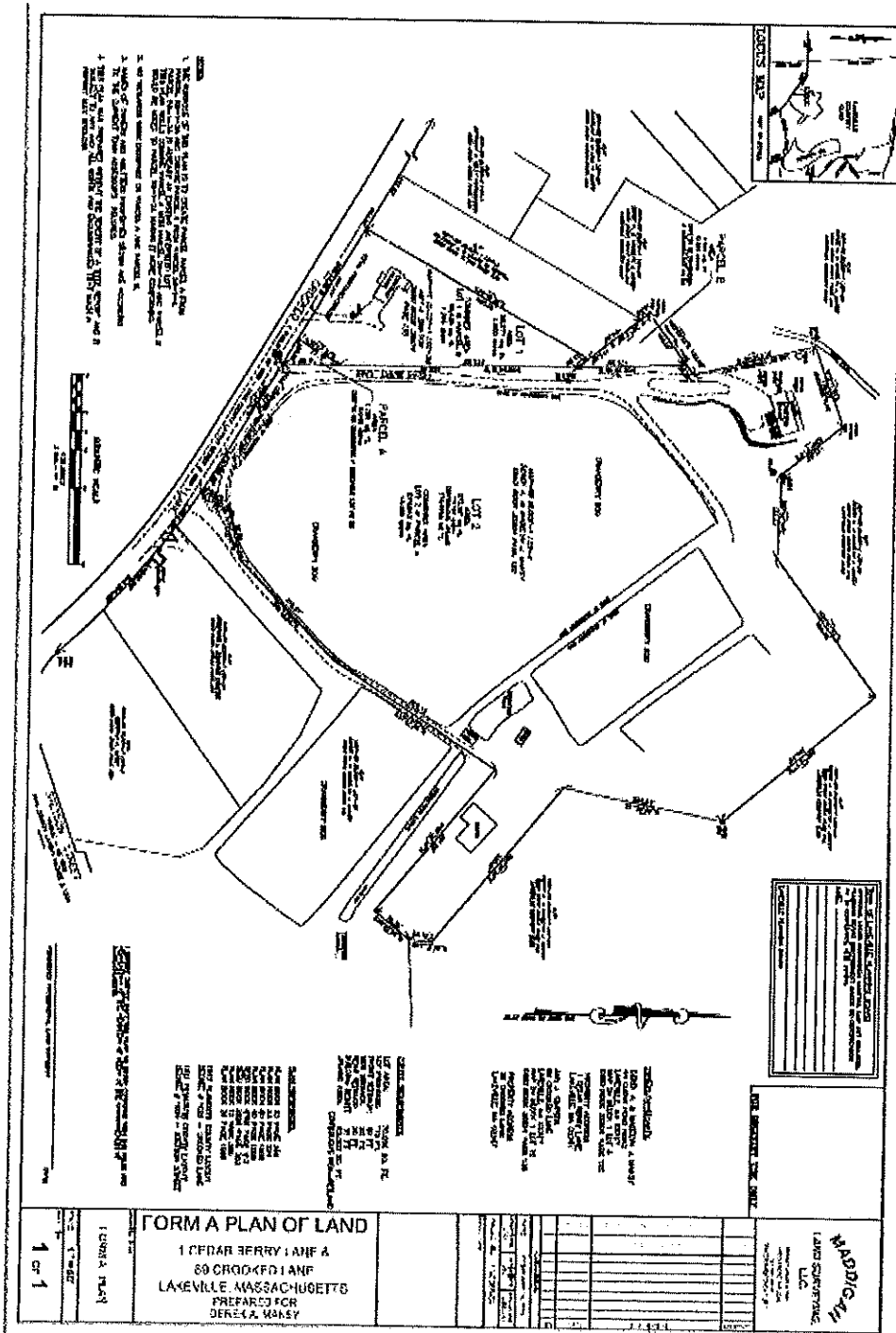
**Simpson Parcel:**

~~89 Crooked Lane, Lakeville, MA – see Deed recorded in Deed Book 38924, Page 135 in~~  
...said Registry of Deeds. *DM*

*The Site Plan Follows this Page*



# Site Plan as Part of Exhibit A



**EXHIBIT "B"**

**QUITCLAIM DEED**

We, \_\_\_\_\_ and \_\_\_\_\_, with an address of \_\_\_\_\_,  
\_\_\_\_\_

For consideration of \_\_\_\_\_ and xx/100 Dollars (\$ \_\_\_\_\_),

Grant to \_\_\_\_\_, with an address of \_\_\_\_\_,

With *QUITCLAIM COVENANTS*

The land with the buildings thereon, known as \_\_\_\_\_ as described in Exhibit  
A attached hereto.

Being the same premises conveyed to Grantors by deed of \_\_\_\_\_ dated  
\_\_\_\_\_, recorded with Plymouth County Registry of Deeds on  
\_\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_.

Property Address: \_\_\_\_\_

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned notary public, \_\_\_\_\_ personally appeared, proved to me through satisfactory evidence of identification, which were

- identification based on my personal knowledge of his/her identity, or
- current government-issued identification bearing his/her photographic image and signature, or
- affirmation of a credible witness who is unaffected by this instrument, is personally known to me, and personally knows \_\_\_\_\_,

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:  
(SEAL)

[insert Exhibit A Property Description]

**EXHIBIT C**

**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE (this "Assignment") is made by and between \_\_\_\_\_, a  
\_\_\_\_\_ ("Assignor"), and \_\_\_\_\_, a  
\_\_\_\_\_ ("Assignee").

WITNESSETH:

WHEREAS, by Purchase and Sale Agreement dated as of \_\_\_\_\_, 2020 by and between Assignor and Assignee (the "Purchase Agreement"), Assignor agreed to sell to Assignee the "Property" (as defined in the Purchase Agreement) owned by Assignor; and

WHEREAS, the Purchase Agreement provides, *inter alia*, that Assignor shall assign to Assignee certain personal property and contractual and other intangible rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, sets over and transfers to Assignee:
  - (a) all of Assignor's rights, title and interest, if any, in and to all tangible and intangible personal property located on the real property described on Exhibit A hereto, or used in the ownership, development, operation and maintenance of such real property;
  - (b) to the extent assignable all permits, approvals, licenses and applications given or made in connection with the development of the Property, including the permits, approvals, licenses and applications identified on the attached Exhibit B; and
  - (c) the civil engineering and architectural service contracts related to the ownership and development of the Property as listed on the attached Exhibit C ("Assigned Agreements").
2. **Representations.** Assignor represents and warrants that there currently exists no defaults under the Assigned Agreements and that Assignor has provided Assignee with true, accurate and complete copies of the Assigned Agreements.
3. **Miscellaneous.** This Assignment and the obligations of the parties hereunder shall survive the Closing of the transaction referred to in the Purchase Agreement and shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the state in which the real property is located applicable to agreements made and to be wholly performed within said State, and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith. This Assignment may be executed in multiple counterparts,

each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Assignment.

EXECUTED TO BE EFFECTIVE as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ASSIGNOR:

\_\_\_\_\_  
Derek A. Maksy

\_\_\_\_\_  
Madelyn J. Maksy

ASSIGNEE:

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT  
AND BILL OF SALE**

1.

2.

Etc.

Property location: 44 Clear Pond Road, Lakeville, Mass.

### Quitclaim Deed

Lakeville Country Homes, Inc., a Massachusetts corporation with a principal address of 44 Clear Pond Road, Lakeville, Plymouth County, Massachusetts,

for consideration paid, and in full consideration of **Three Million Two Hundred Thousand Dollars** (\$3,200,000.00)

grant to Derek A. Maksy and Madelyn J. Maksy, Trustees of the Webster Realty Trust u/d/t dated ~~September~~ <sup>October</sup> 6, 2011 and recorded with the Plymouth County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_.

with **quitclaim covenants**

The land and buildings thereon located at 44 Clear Pond Road, Lakeville, Plymouth County, Massachusetts bounded and described as follows:

See Exhibit A attached hereto.

For Grantor's title reference is made to Deeds to Lakeville Country Homes, Inc. recorded at the Plymouth County Registry of Deeds in Book 2735, Page 488; Book 16058, Page 336; Book 2900, Page 149; Book 2903, Page 9; Book 3822, Page 377; Book 8898, Page 157; Book 2730, Page 401; Book 2973, Page 256; Book 2845, Page 143.

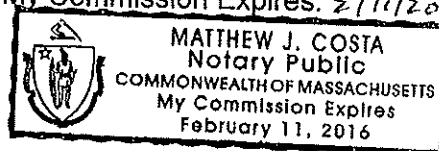
Witness our hands and seals this 6<sup>th</sup> day of ~~September~~ <sup>October</sup>, 2011.

Gary J. Mosca  
Lakeville Country Homes, Inc.  
By: Gary J. Mosca, President and Treasurer

### Commonwealth of Massachusetts

On this 6<sup>th</sup> day of ~~September~~ <sup>October</sup>, 2011, before me, the undersigned notary public, personally appeared Gary J. Mosca, proved to me through satisfactory evidence of identification, which was ( ) photographic identification with signature issued by a federal or state government agency, ( ) oath or affirmation of a credible witness, or (X) personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and who swore or affirmed to me that he signed it voluntarily for its stated purpose.

Matthew J. Costa  
Notary Public MATTHEW J. COSTA  
My Commission Expires: 2/11/2016





## EXHIBIT A

### LEGAL DESCRIPTION

The land and all improvements thereon located on the southerly side of Clear Pond Road in the Town of Lakeville, Plymouth County, Commonwealth of Massachusetts, being more particularly bound and described as follows:

Beginning at a point on the southerly side of Clear Pond Road, at the most northeasterly corner of the herein described premises, at the northwest corner of land now or formerly of Conglin;

Thence by said Conglin land along the following two (2) courses: S 18° 44' 20" E two hundred eighty-four and 41/100 (281.41) feet; and N 87° 06' 19" E three hundred twenty-seven and 29/100 (327.29) feet to a point on the southwesterly line of land now or formerly of Smith;

Thence by said Smith land along the following courses: S 42° 34' 57" E one hundred eighty-one and 761/100 (181.76) feet; S 82° 01' 43" E forty-four and 04/100 (44 .04) feet; and S 82° 38' 36" E one hundred thirteen and 61/100 (113.61) feet to a point on the southwesterly line of land now or formerly of Murray;

Thence by said Murray land along the following two (2) courses: S 10° 26' 02" W one hundred thirty-nine and 78/100 (139.78) feet; and S 82° 27' 58" E one hundred fifty and 00/100 (150.00) feet to a point on the westerly side of Harcourt Avenue;

Thence by Harcourt Avenue S 10° 26' 02" W forty and 05/100 (40.05) feet to a point at the northeast corner of land now or formerly of Mazetis;

Thence by said Mazetis land along the following courses: N 82° 27' 58" W two hundred and 00/100 (200.00) feet; S 10° 26' 02" W one hundred and 00/100 (100.00) feet; and S 82° 27' 58" E two hundred two and 33/100 (202.33) feet to a point on the westerly side of Harcourt Avenue;

Thence by Harcourt Avenue along a curve to the left with a radius of three hundred sixty and 00/100 (360.00) feet for a distance of one hundred and 04/100 (100.04) feet to a point at land now or formerly of Kirschner;

Thence by said Kirschner land along the following courses: N 83° 00' 58" W two hundred twenty seven and 36/100 (227.36) feet; S 10° 26' 02" W one hundred two and 90/100 (102.90) feet; and N 85° 20' 58" W fifty-four and 32/100 (54.32) feet to a point at land now or formerly of Durfee;

Thence by said Durfee land and land now or formerly of Nichols N 53° 06' 58" W two hundred seventy-seven and 06/100 (277.06) feet to a point;

Thence turning and continuing by said Nichols land S 50° 15' 55" W two hundred one and 59/100 (201.59) feet to a point at the northerly end of Reservoir Avenue;

Thence by Reservoir Avenue along the following two (2) courses: S 45° 16' 02" W fifty and 00/100 (50.00) feet; and S 44° 43' 58" E thirty and 30/100 (30.30) feet to a point at other land of Lakeville Country Homes, Inc.;

Thence by said Lakeville land along the following courses : S 73° 11' 02" W eighty-one and 10/100 (81.10) feet; S 24° 48' 58" E two hundred and 00/100 (200.00) feet; S 11° 48' 58" E one hundred twenty-three and 92/100 (123.92) feet; S 02° 11' 02" W ninety-five and 08/100 (95.08) feet; and S 15° 48' 58" E ninety and 00/100 (90.00) feet to a point on the westerly line of land now or formerly of Beech, which line is also the westerly line of the Premises described in Exhibit B to this Mortgage;

Thence by said Beech land along the following courses: S 05° 48' 58" E seventy-two and 00/100 (72.00) feet; S 13° 11' 02" W two hundred and 00/100 (200.00) feet; S 86° 48' 58" E one hundred five and 00/100 (105.00) feet; and S 64° 48' 58" E one hundred four and 16/100 (104.16) feet to a point on the westerly side of Reservoir Avenue;

Thence by Reservoir Avenue along a curve to the left with a radius of one hundred and 00/100 (100.00) feet for a distance of eighty-two and 33/100 (82.33) feet to a point at the northerly corner of land now or formerly of Lewis;

Thence by said Lewis land S 46° 21' 02" W one hundred forty-seven and 00/100 (147.00) feet to a point;

Thence continuing in southerly, southeasterly, southerly, southwesterly and westerly directions by the reservoir along lands now or formerly of Lewis, Taylor, Spencer, Iolli, Varricchione, Paadre and Kiernan, Beech, Bissaro, and Benson to a point;

Thence continuing by said Benson land S 12° 34' 10" E seventy-four and 00/100 (74.00) feet to a point on the northerly line of Stetson Street;

Thence by Stetson Street along the following two (2) courses: N 82° 55' 10" W one hundred twenty one and 59/100 (121.59) feet; and along a curve to the left with a radius of one thousand nine hundred eighty-seven and 45/100 (1987.45) feet for a distance of one hundred ninety-eight and 23/100 (198.23) feet to a point at land now or formerly of Pearson;

Thence by said Pearson land along the following courses: N 13° 54' 50" E twenty-six and 71/100 (26.71) feet; N 54° 19' 45" W one hundred twenty-four and 11/100 (124.11) feet; and N 56° 47' 10" W two hundred sixteen and 00/100 (216.00) feet to a point at land now or formerly of Sherman;

Thence by said Sherman land along the following two (2) courses: N 76° 45' 09" W one hundred eighty-four and 28/100 (184.28) feet; and N 43° 52' 14" W forty-one and 64/100 (41.64) feet to a point at land now or formerly of Black Bear Cranberry Corp.;

Thence by said Black Bear land along the following courses:

N 31° 22' 46" W eighty-six and 40/100 (86.40) feet;

N 00° 37' 14" E forty-five and 00/100 (45.00) feet;  
N 88° 07' 14" E twelve and 83/100 (12.83) feet;  
easterly, then northeasterly along the reservoir to a point;  
S 87° 09' 47" W seven hundred sixty-three and 04/100 (763.04) feet;  
N 07° 12' 00" E thirty-four and 96/100 (34.96) feet;  
N 50° 38' 31" W three hundred nineteen and 87/100 (319.87) feet;  
N 11° 01' 50" E two hundred fifty-four and 30/100 (254.30) feet;  
N 40° 13' 57" W three hundred ten and 46/100 (310.46) feet;  
S 53° 51' 03" W two hundred sixty-nine and 69/100 (269.69) feet;  
N 87° 48' 59" W one hundred thirty-two and 08/100 (132.08) feet;  
N 39° 08' 22" W one hundred twenty-two and 80/100 (122.80) feet;  
S 70° 21' 38" W one hundred thirty-five and 62/100 (135.62) feet;  
S 14° 05' 32" E one hundred ninety-five and 90/100 (195.90) feet;  
S 54° 09' 28" W one hundred twenty and 00/100 (120.00) feet;  
S 38° 34' 18" E sixteen and 54/100 (16.54) feet;  
S 30° 27' 03" W two hundred forty-two and 98/100 (242.98) feet; and

N 59° 33' 00" W eighty and 00/100 (80.00) feet to a point on the easterly line of land now or formerly of Berry;

Thence by said Berry land along the following courses : N 30° 27' 00" E one hundred five and 00/100 (105.00) feet ; N 59° 33' 00" W ninety-eight and 31/100 (98.31) feet; N 30° 27' 00" E one hundred thirty-six and 50/100 (136.50) feet; N 35° 40' 00" W thirty-seven and 04/100 (37.04) feet; and S 47° 31' 00" W four hundred seventy-seven and 66/100 (477.66) feet to a point on the northerly line of Crooked Lane;

Thence by Crooked Lane along a curve to the left with a radius of six hundred and 00/100 (600.00) feet for a distance of fifty-three and 40/100 (53.40) feet to a point at the southerly corner of land now or formerly of Larkin;

Thence by said Larkin land along the following two (2) courses: N 47° 31' 00" E five hundred two and 31/100 (502.31) feet and N 35° 40' 00" W two hundred forty-three and 00/100 (243.00) feet to a point at the easterly corner of land now or formerly of Robinson;

Thence by said Robinson land and lands now or formerly of Casieri and Smith N 37° 15' 00" W eight hundred fifty-one and 50/100 (851.50) feet;

Thence continuing by said Smith land N 44° 55' 00" E two hundred ninety-six and 00/100 (296.00) feet to a point at land now or formerly of Hammond;

Thence by said Hammond land and by lands now or formerly of Beech, Hoard and Hotz in a northeasterly direction one thousand nine hundred forty and 00/100 (1940.00) feet, more or less, to a point at the southwest corner of land now or formerly of Shing;

Thence by said Shing land S 80° 14' 00" E four hundred seventy-six and 42/100 (476.42) feet to a point on the westerly line of land now or formerly of Linton;

Thence by said Linton land along the following courses: S 02° 53' 42" E two hundred eighty-nine and 77/100 (289.77) feet; N 87° 06' 18" E two hundred and 00/100 (200.00) feet; and N 02° 53' 42" W one hundred forty and 00/100 (140.00) feet to land now or formerly of Cravero;

Thence by said Cravero land along the following two (2) courses: N 87° 06' 18" E two hundred and 00/100 (200.00) feet; and N 02° 53' 42" W two hundred forty-nine and 06/100 (249.06) feet to a point at the southwesterly corner of land now or formerly of Cossette;

Thence by said Cossette land along the following two (2) courses: S 82° 31' 37" E two hundred ninety-nine and 24/100 (299.24) feet; and N 18° 44' 20" W three hundred eight and 17/100 (308.17) feet to a point on the southerly line of Clear Pond Road;

Thence by Clear Pond Road along a curve to the left with a radius of one thousand eighty-nine and 45/100 (1089.45) feet for a distance of fifty-two and 97/100 (52.97) feet to the point of beginning.

Containing 138.70 acres and being shown as 1) Lot B on a plan of land entitled "Plan of Land in Lakeville, MA for Lakeville Country Homes, Inc. and Douglas W. and Lisa F. Berry" by Senna Fitzgerald Gilbert Associates dated March 9, 1998 and recorded with the Plymouth County Registry of Deeds at Plan Book 40, Page 1105, and 2) the premises shown as land of Lakeville Country Homes, Inc., Map 59, Block 1, Lots 41, 45A and 50, on a plan of land entitled "Plan of Land in Lakeville, MA for Lakeville Country Homes, Inc." by Senna Fitzgerald Gilbert Associates dated June 14, 1997 and recorded with the Plymouth County Registry of Deeds at Plan Book 40, Page 1008, excepting a portion of said premises shown as Lot A on the plan referenced in 1) above.

Being all or portions of the premises described by deeds to Lakeville Country Homes, Inc. and recorded in the Plymouth County Registry of Deeds at Book 2735, Page 488, Book 16058, Page 336, Book 2900, Page 149, Book 2903, Page 9, Book 3822, Page 377, Book 8898, Page 157, Book 2730, Page 401, Book 2973, Page 256, and Book 2845, Page 143."

AND the land and all improvements thereon situated on the southwesterly side of Reservoir Avenue, in the Town of Lakeville, Plymouth County, Commonwealth of Massachusetts, being more particularly bound and described as follows:

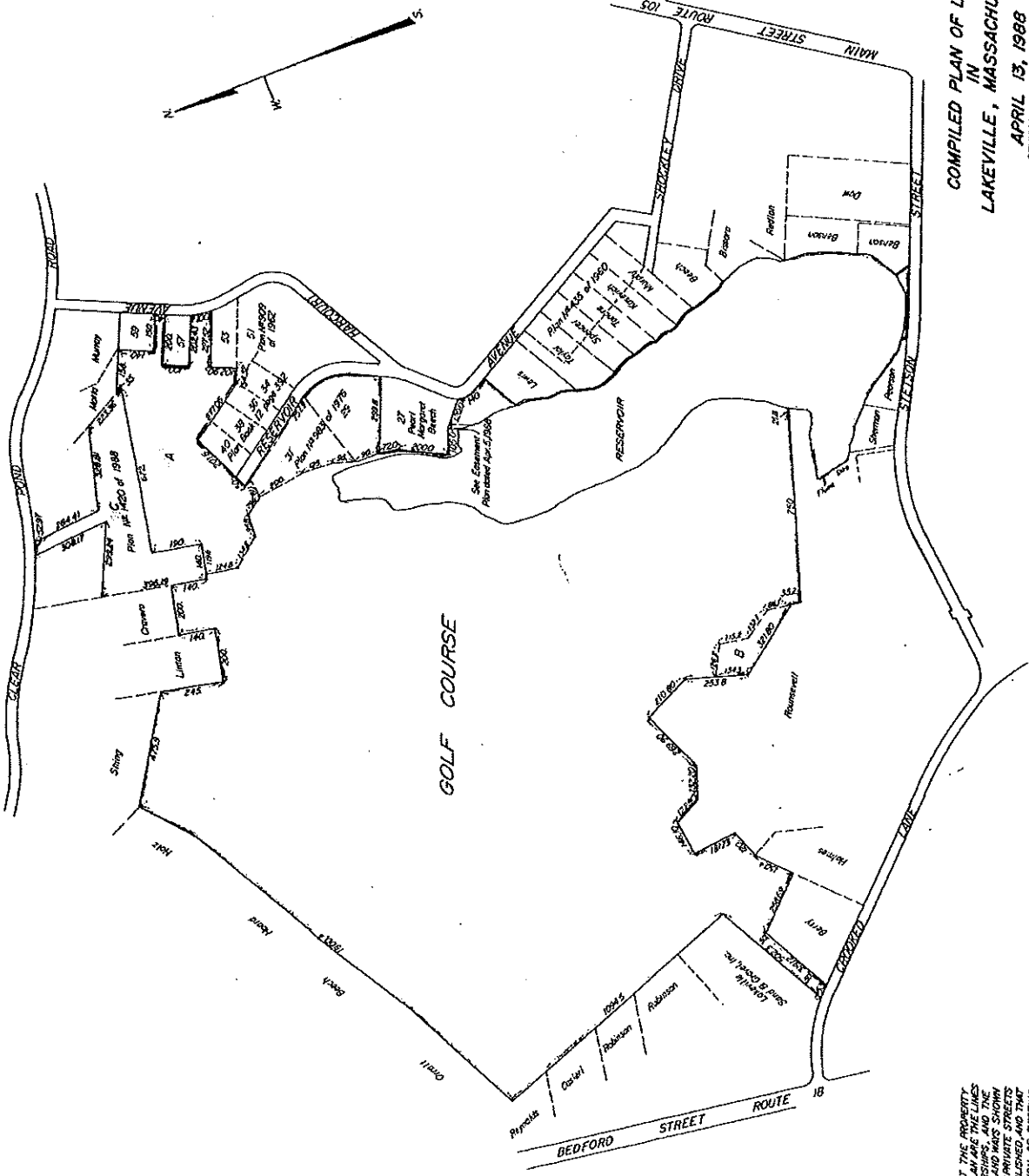
Beginning at a point on the southwesterly side of Reservoir Avenue which abuts other land now or formerly owned by Lakeville Country Homes, Inc.;

Thence by said other Lakeville land along the following courses: S 73° 11' 02" W eighty-one and 10/100 (81.10) feet; S 24° 48' 58" E two hundred and 00/100 (200.00) feet; S 11° 48' 58" E one hundred twenty-three and 92/100 (123.92) feet; S 02° 11' 02" W ninety-five and 08/100 (95.08) feet; and N 56 ° 02' 02" E three hundred thirty-seven and 80/100 (337.80) feet to a point on the southwesterly line of Reservoir Avenue;

Thence by Reservoir Avenue S 53° 06' 58" E three hundred sixty five and 10/100 (365.10) feet to the point of beginning.

Being shown as Parcel 59-1-53 on a plan of land entitled "Plan of Land in Lakeville, MA for Lakeville Country Homes, Inc." by Senna Fitzgerald Gilbert Associates dated June 14, 1997 and recorded in the Plymouth County Registry of Deeds at Plan Book 40, Page 1008. Said premises are also shown as Lot 31, more or less, on a plan of land entitled "Plan of Land in Lakeville, Mass. Belonging to Lakeville Country Homes, Inc." by Harry G. Norris dated September 20, 1976 and recorded in said Registry of Deeds in Plan Book 19, Page 188.

Being a portion of the premises conveyed to Lakeville Country Homes, Inc. by deed of Roger E. Beech et ali dated September 14, 1959 and recorded in said Registry in Book 2735, Page 488.

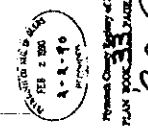


The purpose of this plan is for  
 restorations only and not for conveyance  
 purposes.  
 Compiled from a plan by Harry C.  
 Harris dated August 6, 1928, deeds  
 and plans of record, and other  
 available sources. This plan does not  
 depict an actual survey.  
 Owners names are from Lakeville  
 Assessors records.



I certify that this plan conforms  
 with the rules and regulations of  
 the Register of Deeds.  
 William L. Phinney

FOR REGISTRY USE ONLY



90.91

COMPILED PLAN OF LAND  
 IN  
 LAKEVILLE, MASSACHUSETTS

APRIL 13, 1988

RESIZED JANUARY 25, 2000  
 0 200 400 600 800  
 200 FEET TO AN INCH.

WILLIAM L. PHINNEY  
 REGISTERED LAND SURVEYOR  
 MIDDLEBOROUGH, MASSACHUSETTS  
 PREPARED FOR:  
 LAKEVILLE COUNTRY HOMES, INC.

I HEREBY CERTIFY THAT THE PROPERTY  
 LINES SHOWN ON THIS PLAN ARE THE LINES  
 DIVIDING EXISTING OWNERSHIPS, AND THE  
 LINES OF THE STREETS AND WAYS SHOWN  
 ARE THE LINES OF EXISTING STREETS  
 OR WAYS ALREADY ESTABLISHED BY  
 DEEDS OR RECORDS. NO NEW LINES FOR DIVISION OF EXISTING  
 OWNERSHIP OR FOR NEW WAYS ARE SHOWN.  
 William L. Phinney  
 DATE: April 13, 1988

Exhibit

PARCEL 1:

The land in Lakeville, Plymouth County, Massachusetts, situated on the northeasterly side of Crooked Lane, shown as Parcel 59-1-4A on a plan of land entitled, "Plan of Land in Lakeville, MA prepared for Christian Loranger" dated Jan. 21, 2003, prepared by Geodetic Engineering, Inc., 150 County Road, East Freetown, MA, Scale 1" = 75', which plan is recorded with the Plymouth County Registry of deeds Plan Number 07-448.

Said Parcel contains 12.61 acres, according to said plan.

Being the same premises conveyed to these mortgagors by deed duly recorded herewith.

PARCEL 2:

The land in Lakeville, Plymouth County, Massachusetts, situated on the northeasterly side of Crooked Lane and the northwesterly side of Stetson Street, shown as Parcel 59-1-4B on a plan of land entitled, "Plan of Land on Crooked Lane in Lakeville, Massachusetts" Owner Black Bear Cranberry Corp., prepared by Outback Engineering Incorporated, dated May 17, 2007, Scale 1" = 80', which plan is recorded with the Plymouth County Registry of Deeds in Plan Book 53, Page 345, Plan Number 460 of 2007.

Said Parcel contains 7.09 acres, more or less, according to said plan.

Together with the right to flow and control the water from existing dykes on said premises. Also together with the right to clear out the brook which drains the aforesaid lot. For title reference to the same, see Book 1726, Page 191 and Book 2065, Page 485.

Being the same premises conveyed to these mortgagors by deed duly recorded herewith.

PARCEL 3:

The land in Lakeville, Plymouth County, Massachusetts situated off the northeasterly side of Crooked Lane, shown as Parcel 59-1-4E on a plan of land entitled "Plan of Land on Crooked Lane in Lakeville, Massachusetts" Owner Black Bear Cranberry Corp., prepared by Outback Engineering Incorporated, dated May 17, 2007, Scale 1" = 80', which plan is recorded with the Plymouth County Registry of Deeds in Plan Book 53, page 345.

Said Parcel contains 30.952 square feet, according to said plan.

Being the same premises conveyed to these mortgagors by deed duly recorded herewith.

PROPERTY ADDRESS: Lot 4A Crooked Lane, Lakeville, MA 02347

DAM  
MS

Deed

104053  
Received & Recorded  
PLYMOUTH COUNTY  
REGISTRY OF DEEDS  
19 OCT 2007 02:27PM  
JOHN R. BUCKLEY, JR.  
REGISTER  
Bk 35204 Pg 120

DEED

I, Robert E. Jerrier  
of 8 Center Street, Carver, Massachusetts  
for consideration paid, and in full consideration of TWENTY THOUSAND (\$20,000.00) AND  
00/100 DOLLARS

grant to Derek A. Maksy and Madelyn J. Maksy, husband and wife,  
as tenants by the entirety

of 4 Court Circle, Lakeville, Massachusetts

with quitclaim covenants

The land with any buildings thereon situated in Lakeville, Plymouth County, Massachusetts,  
being shown as Parcel 59-1-4B on a plan of land entitled "Plan of Land on Crooked Lane in  
Lakeville, Massachusetts," Owner: Black Bear Cranberry Corp., prepared by Outback  
Engineering, Incorporated, dated May 17, 2007, Scale: 1" = 80', which plan is duly recorded with  
the Plymouth County Registry of Deeds as Plan Number 460 of 2007 in Plan Book 53, Page 345.

Said Parcel 59-1-4B contains .71 acres of land, more or less, according to said plan.


Subject to and together with the benefit of rights, rights of way, takings, easements, restrictions,  
reservations and all matters of record insofar as in force and applicable.

For title reference see deed dated June 27, 2007 from Black Bear Cranberry Corporation and  
recorded with the Plymouth County Registry of Deeds at Book 34737, Page 50.

EXECUTED as a sealed instrument this 19 day of Oct., 2007.

CANCELLED  
BRISTOL  
DEEDS REGISTRY

01  
10/19/07 2:26PM  
00000 REGIS  
FEE \$91.20  
CASH \$91.20

  
Robert E. Jerrier

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.  
(County)

On this 19th day of October, 2007, before me, the undersigned  
notary public, personally appeared Robert E. Jerrier, provided to me through satisfactory  
evidence of identification, which was Mass Drivers Lic to be the  
person whose name is signed on the preceding or attached document, and acknowledged to me  
that he signed it voluntarily for its stated purpose.



  
Notary Public

My commission expires:

Locus: Parcel 59-1-4B Off Crooked Lane, Lakeville, MA

Atty: Alan B. Medeiros  
P.O. Box 488  
Tewksbury, MA 02780



104054  
Received & Recorded  
PLYMOUTH COUNTY  
REGISTRY OF DEEDS  
19 OCT 2007 02:27PM  
JOHN R. BUCKLEY, JR.  
REGISTER  
BK 35204 Pg 121

DEED

I, Robert E. Jerrier

of 8 Center Street, Carver, Massachusetts

for consideration paid, and in full consideration of ONE HUNDRED THOUSAND (\$100,000.00) AND 00/100 DOLLARS

grant to Derek A. Maksy and Madelyn J. Maksy, husband and wife,  
as tenants by the entirety

of 4 Court Circle, Lakeville, Massachusetts

with quitclaim covenants

The land with any buildings thereon situated in Lakeville, Plymouth County, Massachusetts, being shown as Parcel 59-1-4B on a plan of land entitled "Plan of Land on Crooked Lane in Lakeville, Massachusetts," Owner: Black Bear Cranberry Corp., prepared by Outback Engineering, Incorporated, dated May 17, 2007, Scale: 1" = 80', which plan is duly recorded with the Plymouth County Registry of Deeds as Plan Number 460 of 2007 in Plan Book 53, Page 345.

Said Parcel 59-1-4B contains 7.09 acres of land, more or less, according to said plan.

Together with the right to flow and control the water from existing dykes on said premises. Also together with the right to clear out the brook which drains the aforesaid lot. For title reference to the same, see Book 1726, Page 191 and Book 2065, Page 485.

Subject to and together with the benefit of rights, rights of way, takings, easements, restrictions, reservations and all matters of record insofar as in force and applicable.

For title reference see deed dated August 21, 2007 from Black Bear Cranberry Corporation and recorded with the Plymouth County Registry of Deeds at Book 35038, Page 336.

EXECUTED as a sealed instrument this 19 day of Oct, 2007.

  
Robert E. Jerrier

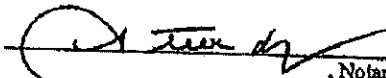
RECEIVED  
RECORDS REG#22  
10/19/07 2:27PM  
000000 #8206

01 \$456.00  
FEE \$456.00  
CASH

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.  
(County)

On this 19<sup>th</sup> day of October, 2007, before me, the undersigned notary public, personally appeared Robert E. Jerrier, provided to me through satisfactory evidence of identification, which was Mass Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
, Notary Public

My commission expires:

Locus: Parcel 59-1-4B Off Crooked Lane, Lakeville, MA

Atty. Alan B. Medeiros  
P.O. Box 488  
Taunton, MA 02780



DEED

I, Robert E. Jerrier  
of 8 Center Street, Carver, Massachusetts  
for consideration paid, and in full consideration of TWO HUNDRED THOUSAND (\$200,000.00) AND 00/100 DOLLARS

Received & Recorded  
PLYMOUTH COUNTY  
REGISTRY OF DEEDS  
19 OCT 2007 02:27PM  
JOHN R. BUCKLEY, JR.  
REGISTER  
BK 35204 Pg 122

grant to Derek A. Maksy and Madelyn J. Maksy, husband and wife,  
as tenants by the entirety

of 4 Court Circle, Lakeville, Massachusetts

with quitclaim covenants


The land with any buildings thereon situated in Lakeville, Plymouth County, Massachusetts, being shown as Parcel 59-1-4A on a plan of land entitled "Plan of Land on Crooked Lane in Lakeville, Massachusetts," Owner: Black Bear Cranberry Corp., prepared by Outback Engineering, Incorporated, dated May 17, 2007, Scale: 1" = 80', which plan is duly recorded with the Plymouth County Registry of Deeds as Plan Number 460 of 2207 in Plan Book 53, Page 345.

Said Parcel 59-1-4A contains 12.61 acres of land, more or less, according to said plan.

Subject to and together with the benefit of rights, rights of way, takings, easements, restrictions, reservations and all matters of record insofar as in force and applicable.

For title reference see deed dated June 27, 2007 from Black Bear Cranberry Corporation and recorded with the Plymouth County Registry of Deeds at Book 34737, Page 50.

EXECUTED as a sealed instrument this 19 day of Oct, 2007.

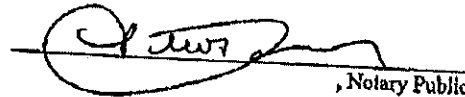
  
Robert E. Jerrier

**CANCELLED**  
REGISTRATION  
DEED REG#22

01  
\$512.00  
\$912.00  
10/19/07 2:28PM  
000000 #8207  
FEE  
CASH

PLYMOUTH, SS. COMMONWEALTH OF MASSACHUSETTS  
(County)

On this 19<sup>th</sup> day of October, 2007, before me, the undersigned notary public, personally appeared Robert E. Jerrier, provided to me through satisfactory evidence of identification, which was Mass Over his to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
, Notary Public

My commission expires:

Locus: Parcel 59-1-4A Off Crooked Lane, Lakeville, MA

Atty. Alan B. Medeiros  
P.O. Box 485  
Taunton, MA 02780



NO.	DATE	DESCRIPTION	APPROVED



**FORM A PLAN OF LAND**  
1 CEDAR BERRY LANE &  
89 CROOKED LANE  
LAKEVILLE, MASSACHUSETTS  
PREPARED FOR  
DEREK A. MANSY

FORM A PLAN  
SCALE: 1" = 80'

1 OF 1

**FOR REGISTRY USE ONLY**

TOWN OF LAKEVILLE PLANNING BOARD  
APPROVAL UNDER SUPERVISION CONTROL, LAW NOT REQUIRED.  
AS TO COMPLIANCE WITH ZONING  
DATE: 4/13/2015  
By: [Signature]  
LAKEVILLE PLANNING BOARD

**ZONING REQUIREMENTS**  
LOT AREA: 170,000 SQ. FT.  
LOT FRONTAGE: 175 FT.  
FRONT SETBACK: 40 FT.  
REAR SETBACK: 20 FT.  
SIDE SETBACK: 25 FT.  
BUILDING HEIGHT: 35 FT.  
UPLAND AREA: 32,500 SQ. FT.  
CONTIGUOUS NON-WETLAND

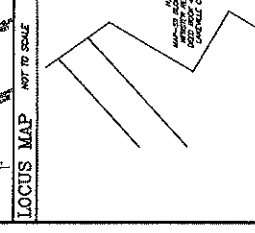
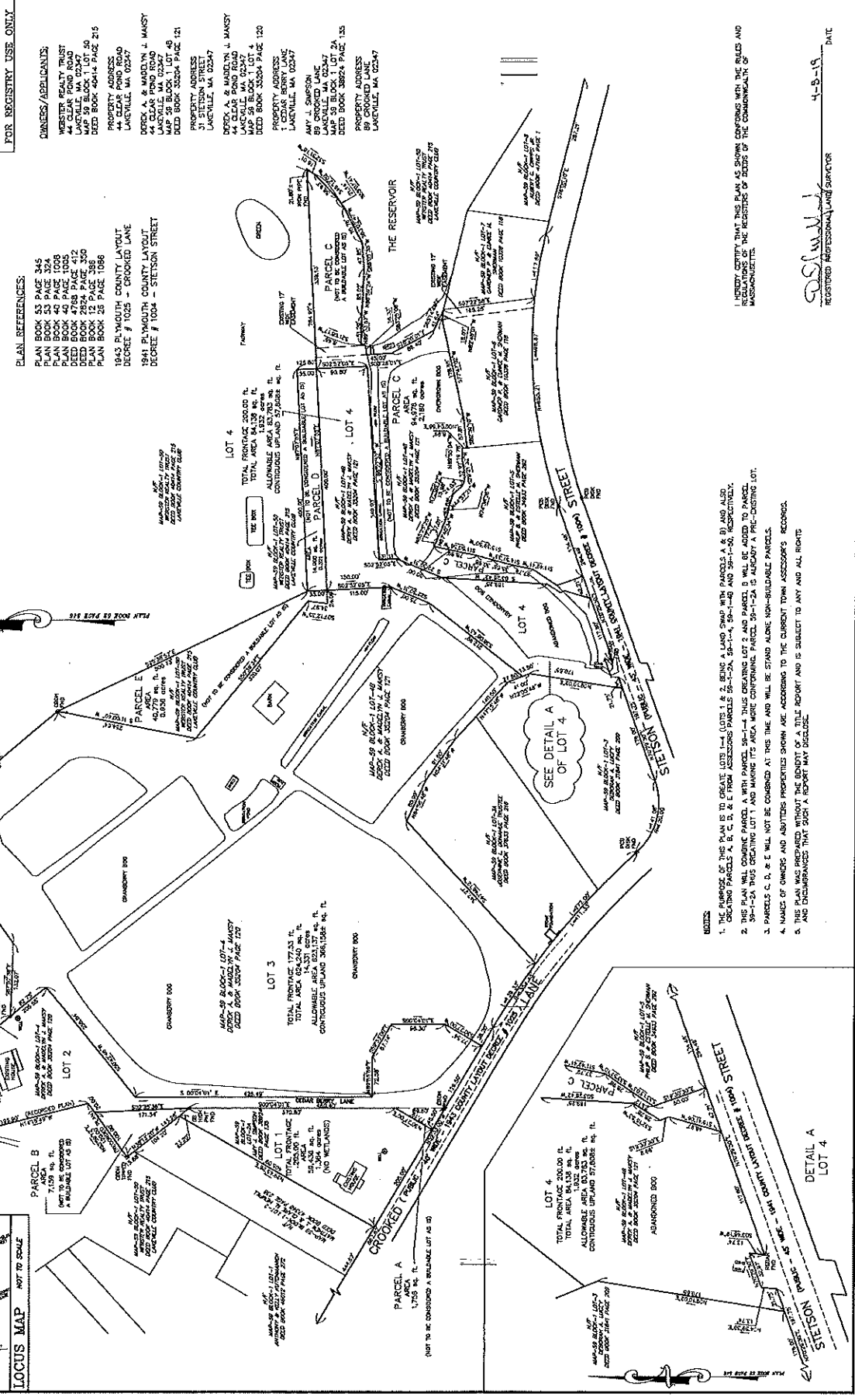
**PLAN REFERENCES:**  
PLAN BOOK 33 PAGE 245  
PLAN BOOK 35 PAGE 324  
PLAN BOOK 36 PAGE 324  
PLAN BOOK 40 PAGE 1005  
DEED BOOK 4788 PAGE 412  
DEED BOOK 4789 PAGE 350  
PLAN BOOK 12 PAGE 1088  
PLAN BOOK 26 PAGE 1086  
1943 PLIMOUTH COUNTY LAYOUT  
DECREE # 1025 - CROOKED LANE  
1941 PLIMOUTH COUNTY LAYOUT  
DECREE # 1004 - STEINSON STREET

**OWNERS/APPLICANTS:**  
WESTER REALTY TRUST  
100 WESTERN AVENUE  
LAKEVILLE, MA 02547  
MAP 59 BLOCK 1 LOT 26  
DEED BOOK 4614 PAGE 215  
PROPERTY ADDRESS  
1 CEDAR BERRY LANE  
LAKEVILLE, MA 02547  
DEREK A. & MARILYN J. MANSY  
44 CLEAR POND ROAD  
LAKEVILLE, MA 02547  
DEED BOOK 3204 PAGE 121  
PROPERTY ADDRESS  
31 STEINSON STREET  
LAKEVILLE, MA 02547  
DEREK A. & MARILYN J. MANSY  
44 CLEAR POND ROAD  
LAKEVILLE, MA 02547  
MAP 59 BLOCK 1 LOT 4  
DEED BOOK 3204 PAGE 120  
PROPERTY ADDRESS  
1 CEDAR BERRY LANE  
LAKEVILLE, MA 02547  
MAY & SHERRILL W. STORNEY  
LAKEVILLE, MA 02547  
MAP 59 BLOCK 1 LOT 2A  
DEED BOOK 3204 PAGE 125  
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MAP 59 BLOCK 1 LOT 2A  
DEED BOOK 3204 PAGE 125  
PROPERTY ADDRESS  
1 CEDAR BERRY LANE  
LAKEVILLE, MA 02547



**NOTES:**

- THE PURPOSE OF THIS PLAN IS TO CREATE LOTS 1-4 (LOTS 1 & 2 BEING A LAND SWAP WITH PARCELS A & B) AND ALSO CREATING PARCELS A, B, C, & D FROM ACCESSORS PARCELS 95-1-2A, 95-1-4, 95-1-4A, 95-1-4B, 95-1-4C, 95-1-4D, 95-1-4E, 95-1-4F, 95-1-4G, 95-1-4H, 95-1-4I, 95-1-4J, 95-1-4K, 95-1-4L, 95-1-4M, 95-1-4N, 95-1-4O, 95-1-4P, 95-1-4Q, 95-1-4R, 95-1-4S, 95-1-4T, 95-1-4U, 95-1-4V, 95-1-4W, 95-1-4X, 95-1-4Y, 95-1-4Z, 95-1-4AA, 95-1-4AB, 95-1-4AC, 95-1-4AD, 95-1-4AE, 95-1-4AF, 95-1-4AG, 95-1-4AH, 95-1-4AI, 95-1-4AJ, 95-1-4AK, 95-1-4AL, 95-1-4AM, 95-1-4AN, 95-1-4AO, 95-1-4AP, 95-1-4AQ, 95-1-4AR, 95-1-4AS, 95-1-4AT, 95-1-4AU, 95-1-4AV, 95-1-4AW, 95-1-4AX, 95-1-4AY, 95-1-4AZ, 95-1-4BA, 95-1-4BB, 95-1-4BC, 95-1-4BD, 95-1-4BE, 95-1-4BF, 95-1-4BG, 95-1-4BH, 95-1-4BI, 95-1-4BJ, 95-1-4BK, 95-1-4BL, 95-1-4BM, 95-1-4BN, 95-1-4BO, 95-1-4BP, 95-1-4BQ, 95-1-4BR, 95-1-4BS, 95-1-4BT, 95-1-4BU, 95-1-4BV, 95-1-4BW, 95-1-4BX, 95-1-4BY, 95-1-4BZ, 95-1-4CA, 95-1-4CB, 95-1-4CC, 95-1-4CD, 95-1-4CE, 95-1-4CF, 95-1-4CG, 95-1-4CH, 95-1-4CI, 95-1-4CJ, 95-1-4CK, 95-1-4CL, 95-1-4CM, 95-1-4CN, 95-1-4CO, 95-1-4CP, 95-1-4CQ, 95-1-4CR, 95-1-4CS, 95-1-4CT, 95-1-4CU, 95-1-4CV, 95-1-4CW, 95-1-4CX, 95-1-4CY, 95-1-4CZ, 95-1-4DA, 95-1-4DB, 95-1-4DC, 95-1-4DD, 95-1-4DE, 95-1-4DF, 95-1-4DG, 95-1-4DH, 95-1-4DI, 95-1-4DJ, 95-1-4DK, 95-1-4DL, 95-1-4DM, 95-1-4DN, 95-1-4DO, 95-1-4DP, 95-1-4DQ, 95-1-4DR, 95-1-4DS, 95-1-4DT, 95-1-4DU, 95-1-4DV, 95-1-4DW, 95-1-4DX, 95-1-4DY, 95-1-4DZ, 95-1-4EA, 95-1-4EB, 95-1-4EC, 95-1-4ED, 95-1-4EE, 95-1-4EF, 95-1-4EG, 95-1-4EH, 95-1-4EI, 95-1-4EJ, 95-1-4EK, 95-1-4EL, 95-1-4EM, 95-1-4EN, 95-1-4EO, 95-1-4EP, 95-1-4EQ, 95-1-4ER, 95-1-4ES, 95-1-4ET, 95-1-4EU, 95-1-4EV, 95-1-4EW, 95-1-4EX, 95-1-4EY, 95-1-4EZ, 95-1-4FA, 95-1-4FB, 95-1-4FC, 95-1-4FD, 95-1-4FE, 95-1-4FF, 95-1-4FG, 95-1-4FH, 95-1-4FI, 95-1-4FJ, 95-1-4FK, 95-1-4FL, 95-1-4FM, 95-1-4FN, 95-1-4FO, 95-1-4FP, 95-1-4FQ, 95-1-4FR, 95-1-4FS, 95-1-4FT, 95-1-4FU, 95-1-4FV, 95-1-4FW, 95-1-4FX, 95-1-4FY, 95-1-4FZ, 95-1-4GA, 95-1-4GB, 95-1-4GC, 95-1-4GD, 95-1-4GE, 95-1-4GF, 95-1-4GG, 95-1-4GH, 95-1-4GI, 95-1-4GJ, 95-1-4GK, 95-1-4GL, 95-1-4GM, 95-1-4GN, 95-1-4GO, 95-1-4GP, 95-1-4GQ, 95-1-4GR, 95-1-4GS, 95-1-4GT, 95-1-4GU, 95-1-4GV, 95-1-4GW, 95-1-4GX, 95-1-4GY, 95-1-4GZ, 95-1-4HA, 95-1-4HB, 95-1-4HC, 95-1-4HD, 95-1-4HE, 95-1-4HF, 95-1-4HG, 95-1-4HH, 95-1-4HI, 95-1-4HJ, 95-1-4HK, 95-1-4HL, 95-1-4HM, 95-1-4HN, 95-1-4HO, 95-1-4HP, 95-1-4HQ, 95-1-4HR, 95-1-4HS, 95-1-4HT, 95-1-4HU, 95-1-4HV, 95-1-4HW, 95-1-4HX, 95-1-4HY, 95-1-4HZ, 95-1-4IA, 95-1-4IB, 95-1-4IC, 95-1-4ID, 95-1-4IE, 95-1-4IF, 95-1-4IG, 95-1-4IH, 95-1-4II, 95-1-4IJ, 95-1-4IK, 95-1-4IL, 95-1-4IM, 95-1-4IN, 95-1-4IO, 95-1-4IP, 95-1-4IQ, 95-1-4IR, 95-1-4IS, 95-1-4IT, 95-1-4IU, 95-1-4IV, 95-1-4IW, 95-1-4IX, 95-1-4IY, 95-1-4IZ, 95-1-4JA, 95-1-4JB, 95-1-4JC, 95-1-4JD, 95-1-4JE, 95-1-4JF, 95-1-4JG, 95-1-4JH, 95-1-4JI, 95-1-4JJ, 95-1-4JK, 95-1-4JL, 95-1-4JM, 95-1-4JN, 95-1-4JO, 95-1-4JP, 95-1-4JQ, 95-1-4JR, 95-1-4JS, 95-1-4JT, 95-1-4JU, 95-1-4JV, 95-1-4JW, 95-1-4JX, 95-1-4JY, 95-1-4JZ, 95-1-4KA, 95-1-4KB, 95-1-4KC, 95-1-4KD, 95-1-4KE, 95-1-4KF, 95-1-4KG, 95-1-4KH, 95-1-4KI, 95-1-4KJ, 95-1-4KK, 95-1-4KL, 95-1-4KM, 95-1-4KN, 95-1-4KO, 95-1-4KP, 95-1-4KQ, 95-1-4KR, 95-1-4KS, 95-1-4KT, 95-1-4KU, 95-1-4KV, 95-1-4KW, 95-1-4KX, 95-1-4KY, 95-1-4KZ, 95-1-4LA, 95-1-4LB, 95-1-4LC, 95-1-4LD, 95-1-4LE, 95-1-4LF, 95-1-4LG, 95-1-4LH, 95-1-4LI, 95-1-4LJ, 95-1-4LK, 95-1-4LL, 95-1-4LM, 95-1-4LN, 95-1-4LO, 95-1-4LP, 95-1-4LQ, 95-1-4LR, 95-1-4LS, 95-1-4LT, 95-1-4LU, 95-1-4LV, 95-1-4LW, 95-1-4LX, 95-1-4LY, 95-1-4LZ, 95-1-4MA, 95-1-4MB, 95-1-4MC, 95-1-4MD, 95-1-4ME, 95-1-4MF, 95-1-4MG, 95-1-4MH, 95-1-4MI, 95-1-4MJ, 95-1-4MK, 95-1-4ML, 95-1-4MM, 95-1-4MN, 95-1-4MO, 95-1-4MP, 95-1-4MQ, 95-1-4MR, 95-1-4MS, 95-1-4MT, 95-1-4MU, 95-1-4MV, 95-1-4MW, 95-1-4MX, 95-1-4MY, 95-1-4MZ, 95-1-4NA, 95-1-4NB, 95-1-4NC, 95-1-4ND, 95-1-4NE, 95-1-4NF, 95-1-4NG, 95-1-4NH, 95-1-4NI, 95-1-4NJ, 95-1-4NK, 95-1-4NL, 95-1-4NM, 95-1-4NN, 95-1-4NO, 95-1-4NP, 95-1-4NQ, 95-1-4NR, 95-1-4NS, 95-1-4NT, 95-1-4NU, 95-1-4NV, 95-1-4NW, 95-1-4NX, 95-1-4NY, 95-1-4NZ, 95-1-4OA, 95-1-4OB, 95-1-4OC, 95-1-4OD, 95-1-4OE, 95-1-4OF, 95-1-4OG, 95-1-4OH, 95-1-4OI, 95-1-4OJ, 95-1-4OK, 95-1-4OL, 95-1-4OM, 95-1-4ON, 95-1-4OO, 95-1-4OP, 95-1-4OQ, 95-1-4OR, 95-1-4OS, 95-1-4OT, 95-1-4OU, 95-1-4OV, 95-1-4OW, 95-1-4OX, 95-1-4OY, 95-1-4OZ, 95-1-4PA, 95-1-4PB, 95-1-4PC, 95-1-4PD, 95-1-4PE, 95-1-4PF, 95-1-4PG, 95-1-4PH, 95-1-4PI, 95-1-4PJ, 95-1-4PK, 95-1-4PL, 95-1-4PM, 95-1-4PN, 95-1-4PO, 95-1-4PP, 95-1-4PQ, 95-1-4PR, 95-1-4PS, 95-1-4PT, 95-1-4PU, 95-1-4PV, 95-1-4PW, 95-1-4PX, 95-1-4PY, 95-1-4PZ, 95-1-4QA, 95-1-4QB, 95-1-4QC, 95-1-4QD, 95-1-4QE, 95-1-4QF, 95-1-4QG, 95-1-4QH, 95-1-4QI, 95-1-4QJ, 95-1-4QK, 95-1-4QL, 95-1-4QM, 95-1-4QN, 95-1-4QO, 95-1-4QP, 95-1-4QQ, 95-1-4QR, 95-1-4QS, 95-1-4QT, 95-1-4QU, 95-1-4QV, 95-1-4QW, 95-1-4QX, 95-1-4QY, 95-1-4QZ, 95-1-4RA, 95-1-4RB, 95-1-4RC, 95-1-4RD, 95-1-4RE, 95-1-4RF, 95-1-4RG, 95-1-4RH, 95-1-4RI, 95-1-4RJ, 95-1-4RK, 95-1-4RL, 95-1-4RM, 95-1-4RN, 95-1-4RO, 95-1-4RP, 95-1-4RQ, 95-1-4RR, 95-1-4RS, 95-1-4RT, 95-1-4RU, 95-1-4RV, 95-1-4RW, 95-1-4RX, 95-1-4RY, 95-1-4RZ, 95-1-4SA, 95-1-4SB, 95-1-4SC, 95-1-4SD, 95-1-4SE, 95-1-4SF, 95-1-4SG, 95-1-4SH, 95-1-4SI, 95-1-4SJ, 95-1-4SK, 95-1-4SL, 95-1-4SM, 95-1-4SN, 95-1-4SO, 95-1-4SP, 95-1-4SQ, 95-1-4SR, 95-1-4SS, 95-1-4ST, 95-1-4SU, 95-1-4SV, 95-1-4SW, 95-1-4SX, 95-1-4SY, 95-1-4SZ, 95-1-4TA, 95-1-4TB, 95-1-4TC, 95-1-4TD, 95-1-4TE, 95-1-4TF, 95-1-4TG, 95-1-4TH, 95-1-4TI, 95-1-4TJ, 95-1-4TK, 95-1-4TL, 95-1-4TM, 95-1-4TN, 95-1-4TO, 95-1-4TP, 95-1-4TQ, 95-1-4TR, 95-1-4TS, 95-1-4TT, 95-1-4TU, 95-1-4TV, 95-1-4TW, 95-1-4TX, 95-1-4TY, 95-1-4TZ, 95-1-4UA, 95-1-4UB, 95-1-4UC, 95-1-4UD, 95-1-4UE, 95-1-4UF, 95-1-4UG, 95-1-4UH, 95-1-4UI, 95-1-4UJ, 95-1-4UK, 95-1-4UL, 95-1-4UM, 95-1-4UN, 95-1-4UO, 95-1-4UP, 95-1-4UQ, 95-1-4UR, 95-1-4US, 95-1-4UT, 95-1-4UU, 95-1-4UV, 95-1-4UW, 95-1-4UX, 95-1-4UY, 95-1-4UZ, 95-1-4VA, 95-1-4VB, 95-1-4VC, 95-1-4VD, 95-1-4VE, 95-1-4VF, 95-1-4VG, 95-1-4VH, 95-1-4VI, 95-1-4VJ, 95-1-4VK, 95-1-4VL, 95-1-4VM, 95-1-4VN, 95-1-4VO, 95-1-4VP, 95-1-4VQ, 95-1-4VR, 95-1-4VS, 95-1-4VT, 95-1-4VU, 95-1-4VV, 95-1-4VW, 95-1-4VX, 95-1-4VY, 95-1-4VZ, 95-1-4WA, 95-1-4WB, 95-1-4WC, 95-1-4WD, 95-1-4WE, 95-1-4WF, 95-1-4WG, 95-1-4WH, 95-1-4WI, 95-1-4WJ, 95-1-4WK, 95-1-4WL, 95-1-4WM, 95-1-4WN, 95-1-4WO, 95-1-4WP, 95-1-4WQ, 95-1-4WR, 95-1-4WS, 95-1-4WT, 95-1-4WU, 95-1-4WV, 95-1-4WW, 95-1-4WX, 95-1-4WY, 95-1-4WZ, 95-1-4XA, 95-1-4XB, 95-1-4XC, 95-1-4XD, 95-1-4XE, 95-1-4XF, 95-1-4XG, 95-1-4XH, 95-1-4XI, 95-1-4XJ, 95-1-4XK, 95-1-4XL, 95-1-4XM, 95-1-4XN, 95-1-4XO, 95-1-4XP, 95-1-4XQ, 95-1-4XR, 95-1-4XS, 95-1-4XT, 95-1-4XU, 95-1-4XV, 95-1-4XW, 95-1-4XX, 95-1-4XY, 95-1-4XZ, 95-1-4YA, 95-1-4YB, 95-1-4YC, 95-1-4YD, 95-1-4YE, 95-1-4YF, 95-1-4YG, 95-1-4YH, 95-1-4YI, 95-1-4YJ, 95-1-4YK, 95-1-4YL, 95-1-4YM, 95-1-4YN, 95-1-4YO, 95-1-4YP, 95-1-4YQ, 95-1-4YR, 95-1-4YS, 95-1-4YT, 95-1-4YU, 95-1-4YV, 95-1-4YW, 95-1-4YX, 95-1-4YY, 95-1-4YZ, 95-1-4ZA, 95-1-4ZB, 95-1-4ZC, 95-1-4ZD, 95-1-4ZE, 95-1-4ZG, 95-1-4ZH, 95-1-4ZI, 95-1-4ZJ, 95-1-4ZK, 95-1-4ZL, 95-1-4ZM, 95-1-4ZN, 95-1-4ZO, 95-1-4ZP, 95-1-4ZQ, 95-1-4ZR, 95-1-4ZS, 95-1-4ZT, 95-1-4ZU, 95-1-4ZV, 95-1-4ZW, 95-1-4ZX, 95-1-4ZY, 95-1-4ZZ

I HEREBY CERTIFY THAT THIS PLAN AS SHOWN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: 4-13-15

REGISTERED PROFESSIONAL LAND SURVEYOR

**AGENDA ITEM #10  
APRIL 6, 2020**

**DISCUSS SCHEDULING A JOINT MEETING WITH PARK  
COMMISSION REGARDING GOING OUT TO BID FOR  
MANAGEMENT SERVICES AND CLEANING SERVICES  
FOR LOON POND LODGE**

Selectman LaCamera asked to put going out to bid for the Management Services and Cleaning Services for Loon Pond Lodge on the agenda.

The current Management Agreement expires November 1, 2020. The Town does not have a contract for cleaning services for the Loon Pond Lodge. The management company has hired a company to clean the building.

Tracie

**AGENDA ITEM #11  
APRIL 6, 2020**

**DISCUSS AND VOTE MAKING DIRECT  
DEPOSIT FOR EMPLOYEE CHECKS MANDATORY**

Maureen had asked to place this on the agenda for discussion. According to Clorinda Dunphy, HR Director, there are approximately 20 employees that still receive paper checks for the paychecks. She has been working on reaching out to them about this, so the number should be less for the next payroll.

The estimate of 20 doesn't include some of the detail officers and call firefighters that were not on the April 1<sup>st</sup> payroll. She will be working on getting a list from Fire and Police on those employees.

During the current crisis with payroll being done remotely, it would be easier to not have to physically mail out checks. Maureen is requesting that the Board consider voting to make direct deposit mandatory for employee paychecks.

Tracie

**AGENDA ITEM #12  
APRIL 6, 2020**

**REQUEST FROM TOWN CLERK TO RENEW JUNK  
DEALER, JUNK COLLECTOR AND AUCTIONEER  
LICENSES**

The Town Clerk has requested that the Board vote to renew the Junk Dealer, Junk Collector and Auctioneer Licenses in Town.

Nate Darling has inspected the premises and provided a memo to the Board recommending renewal of all the licenses.

**If approved, the motion would be:**

To approve the following licenses to expire on May 1, 2021:

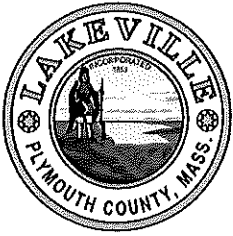
Anthony & Dorita Morris – Auctioneer License; Junk Dealer License and Junk Collector License for 33 Myricks Street

Hugh & Judy Rogers - Junk Dealer License and Junk Collector License for 201 County Street

Robin E. Marques & Donald L. Bernier, Jr. - Junk Dealer License and Junk Collector License for 61 Rhode Island Road

Christine Ann Goyette - Junk Dealer License and Junk Collector License for 330 Bedford Street.

Tracie



# TOWN OF LAKEVILLE


## OFFICE OF THE TOWN CLERK

346 Bedford Street  
Lakeville, Massachusetts 02347  
508-946-8814  
ldrane@lakevillema.org

FROM THE OFFICE OF  
LILLIAN M. DRANE  
CMC/CMMC

RECEIVED  
FEB 27 2020  
SELECTMEN'S OFFICE

TO: Board of Selectmen

FROM: Lillian M. Drane, Town Clerk 

RE: Junk Dealer, Junk Collector & Auctioneer License Renewals

DATE: March 2, 2020

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Please vote to renew the following licenses due to expire on **May 1, 2020**:

<b>Anthony and Dorita Morris</b> 33 Myricks Street, Lakeville, MA	Auctioneer License Junk Dealer License Junk Collector License
<b>Hugh and Judy Rogers (Dad's Treasurers)</b> 201 County Street, Lakeville, MA	Junk Dealer License Junk Collector License
<b>Robin E. Marques and Donald L. Bernier, Jr.</b> 61 Rhode Island Rd, Lakeville, MA	Junk Dealer License Junk Collector License
<b>Christine Ann Goyette</b> 330 Bedford Street, Lakeville, MA	Junk Dealer License Junk Collector License

Per: Town of Lakeville General By-Laws, Junk, Old Metals or Second Hand  
Articles, Pg #23



OFFICE OF  
BUILDING COMMISSIONER

## Town of Lakeville

346 Bedford Street  
Lakeville, Massachusetts 02347  
508-946-8804

TO: Board of Selectmen (ND)

FROM: Nathan P. Darling, Building Commissioner

RE: Auctioneer License; Junk Dealer &  
Junk Collector License

DATE: April 2, 2020

I have inspected the four properties associated with these license renewals and nothing unreasonable was noted. There have been no complaints or concerns filed with my office related to the licensed properties.

I recommend the renewal of all referenced Auctioneer, Junk Dealer and Junk Collector licenses.

Enclosures: 2  
CC: Town Clerk





**Town of Lakeville**  
**Town Office Building**  
**346 Bedford Street**  
**Lakeville, Massachusetts 02347**

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

TO: Nathan Darling, Building Commissioner

FROM: Maureen Candito, Town Administrator *mc*

RE: Auctioneer License; Junk Dealer &  
Junk Collector Licenses

DATE: March 11, 2020

The Board of Selectmen has received a request from the Town Clerk for renewal of Auctioneer, Junk Dealer and Junk Collector licenses. Please see the attached memo from the Town Clerk for the list of licensees and locations.

These licenses expire on May 1, 2020. The renewals will be placed on the April 8, 2020 agenda of the Selectmen. Would you please inspect the licensed locations and submit your comments to the Board by March 31, 2020.

**AGENDA ITEM # 13  
APRIL 6, 2020**

**DISCUSS REAPPOINTMENTS OF ANIMAL CONTROL  
OFFICER AND ASSISTANT ANIMAL CONTROL OFFICERS**

The appointments of the Animal Control Officer and Assistant Animal Control Officers expire on April 30, 2020.

If you wish to make the reappointments, the **motion would be:**

To make the following re-appointments, all with terms to expire April 30, 2021:

<b>Name</b>	<b>Position</b>
David Frates	Animal Control Officer/Constable
Darcy Lee	Assistant Animal Control Officer
Jennifer Nash	Assistant Animal Control Officer
Harold Marshall	Assistant Animal Control Officer
Lisa Podielsky	Assistant Animal Control Officer

Tracie

**AGENDA ITEM #14  
APRIL 6, 2020**

**REAPPOINTMENT OF VETERANS' AGENT  
AND GRAVES OFFICER**

The appointments for Veterans' Agent and Graves Officer expire on April 30, 2020. Wilford Corey is presently serving as both.

If the Board would like to reappoint, the **motion** would be:

To reappoint Wilford Corey as Veterans' Agent and Graves Officer for terms to expire April 30, 2021.

Tracie

**AGENDA ITEM # 15  
APRIL 6, 2020**

**DISCUSS AND VOTE APPOINTMENT OF PARKING  
CLERK, VETERANS' SERVICES DIRECTOR AND  
PLYMOUTH COUNTY ADVISORY BOARD MEMBER**

3 of the Board of Selectmen positions that expired April 1, 2020 are appointed annually are the Parking Clerk, Veterans' Services Director and Plymouth County Advisory Board Member.

Lia was serving as the Parking Clerk and Plymouth County Advisory Board Member and John Powderly was serving as Veterans' Services Director.

Does the Board want to make these appointments until the election in June 2020 and then reconsider them when the Board reorganizes or make the appointments until April 4, 2021 (the 2021 election is April 5, 2021).

Tracie

**AGENDA ITEM # 16  
APRIL 6, 2020**

**REQUEST FROM SUNMULTI SPORTS TO CHANGE  
DATE OF PATRIOT HALF TRIATHLON UNTIL  
SEPTEMBER 5, 2020**

SunMulti Sports has requested approval from the Board to change the date of the Patriot Half Triathlon from June 20, 2020 to September 5, 2020 (see attached request). Lt. Joyce has approved the date change.

If you are in favor of the date change, the **motion** would be:

To approve the change of date from June 20, 2020 to September 5, 2020 for the Patriot Half Triathlon.

Tracie



RECEIVED  
MAR 17 2020  
SELECTMEN'S OFFICE

March 17, 2020

Dear Tracie,

I hope you're well and managing this challenging time with the coronavirus. It's a tough time for everyone and speaking as someone whose livelihood relies on bringing large groups of people together, it's downright scary. Hopefully the strong measures being put in place will help get the situation under control and lead to a quicker return to normalcy.

My Patriot Half triathlon at Cathedral Camp is currently scheduled for Saturday, 6/20, but in the spirit of contingency planning I am writing to ask if the date of Saturday, 9/5, would be ok with the town as a potential alternative if I need to cancel the June race date. Note that Saturday, 9/5, is the Saturday of Labor Day weekend. **I have already run this date by Police Lt Joyce and he's ok with the new date.**

Fyi, I already have the permit from MASS DOT for the June race and MASS DOT said if I change the date I would just need documentation from the town that says the new date was approved... that documentation could be a letter from the town or an email. There would be no need to get the signatures of the police, fire and selectmen again.

Let me know if you need anything else to consider approving this contingency date. Thanks.

Best regards,

Mark Walter

Sun Multisport Events

Email: [info@SunMultisportEvents.com](mailto:info@SunMultisportEvents.com)

Mobile: 781-414-0437

**AGENDA ITEM # 17  
APRIL 6, 2020**

**REQUEST FROM SPARK BIKE RUN SPORTS FROM  
APRIL 5, 2020 TO JUNE 28, 2020**

Spark Bike Run Sports has requested approval from the Board to change the date of The Mix Tape from April 5, 2020 to June 28, 2020 (see attached request). I am waiting for confirmation that the Police have approved the date change (I should have that for the meeting).

If you are in favor of the date change, the **motion** would be:

To approve the change of date from April 5, 2020 to June 28, 2020 for The Mix Tape Cycling Event.

Tracie

March 19, 2020

Board of Selectmen  
Town of Lakeville  
346 Bedford Street  
Lakeville, MA 02347

RECEIVED  
MAR 19 2020  
SELECTMEN'S OFFICE

\*\*\*This event has been rescheduled for June 28<sup>th</sup> 2020\*\*\*

We are requesting the use of public roads to hold The Mix Tape, a mixed terrain cycling event which will depart from Ted Williams Camp on Sunday June 28, 2020 at 9am. We're very excited to be bringing something unique to Lakeville just down the street from our shop and for a second year.

This event has already been approved by Loon Pond Lodge, New Bedford Water Department, DCR, and Ted Williams Camp and is being approved by Mass DOT. Lakeville Police have approved a detail plan to escort the group to Massasoit State Park which is roughly 3 miles in. Unlike many cycling events that come through the town, this will only be a mild inconvenience for about 20 minutes.

We will place temporary signage that will be removed immediately following the event.

Please find attached a copy of the course map. If you have any questions or concerns about the details of the event I can be reached at Spark Bike Run Sports at 508-822-4570 or by email at [mike@rockhardracing.com](mailto:mike@rockhardracing.com)

Thank You!



Mike O'Connell  
Spark Bike Run Sports  
Rock Hard Racing  
263 Bedford St  
Lakeville, MA 02347



## Tracie Craig-McGee

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**From:** Sean Joyce, Lieutenant, Lakeville Police Department  
**Sent:** Friday, April 03, 2020 11:39 AM  
**To:** Tracie Craig-McGee  
**Subject:** RE: SunMulti Sports and The Mix Tape Cycling Event

I have spoken to both of them and advised them that I have no issues with the date changes, however they need to get the approvals from both the Town and the State.

Sean Joyce  
Lieutenant  
Lakeville Police Department  
323 Bedford Street  
Lakeville MA 02347

**From:** Tracie Craig-McGee  
**Sent:** Friday, April 3, 2020 10:01 AM  
**To:** Sean Joyce, Lieutenant, Lakeville Police Department <[sjoyce@lakevillema.org](mailto:sjoyce@lakevillema.org)>  
**Subject:** SunMulti Sports and The Mix Tape Cycling Event

Hi Sean,

We have received requests from SunMulti Sports to change the date of the Patriot Half Triathlon and from Spark Bike Run Sports to change the date of The Mix Tape Cycling Event.

They have indicated that you are in agreement with this; could you please confirm?

*Tracie Craig-McGee, Executive Assistant  
Lakeville Board of Selectmen &  
Town Administrator  
346 Bedford Street  
Lakeville, MA 02347  
(508) 946-8803*

**TOWN OF LAKEVILLE**  
**Board of Selectmen**  
**Meeting Minutes**  
**March 2, 2020 – 6:30 PM**  
**Lakeville Public Library – 4 Precinct Street**

On March 2, 2020, the Board of Selectmen held a meeting at 6:30 PM at the Lakeville Public Library. The meeting was called to order at 6:30 PM by Chairman Fabian. Selectmen present were: Chairman Fabian, Selectmen Powderly and Selectman LaCamera. Also present were Maureen Candito, Town Administrator, Tracie Craig-McGee, Executive Assistant and Lorraine Carboni, Town Coordinator. LakeCAM was recording the meeting for broadcast.

**Meet with Department Heads to review their FY21 Budget and Capital Needs:**

*George Vlahopoulos, Brian Day, and Darren Beal from the Finance Committee were present for the discussions.* Chairman Vlahopoulos called the Finance Committee to order at 6:31 PM. Selectman LaCamera said we wanted a maintenance budget. Union contracts are in the process of being re-negotiated. None of the budgets have cost of living increases. It does include anyone that is entitled to a step increase.

**Library Board of Trustees**

*Nancy LaFave and Ruth Gross from the Board of Library Trustees and Jayme Viveiros, Library Director were present for the discussion.* Ms. Viveiros summarized the requirements that the State has in order to receive Local Aid from the State, which is approximately \$18-19,000 each year. It also allows for reciprocal borrowing and to be able to apply for grants. That opens up to borrowing from collections Statewide of over 50 million items. The budget that was sent in has a 0% increase and that would not meet the State requirements. To meet the 16% spent on materials, we would need to spend \$59,471; right now there is \$41,100, so that is made up with State aid. Discussion occurred regarding the Grant Account. Ms. Viveiros said they are in need of an office printer. Ms. Candito said she has spoken to the IT Director; this can be made part of IT purchasing.

**Historical Commission**

*Nancy LaFave and Joan Morton from the Historical Commission were present for the discussion.* Ms. LaFave said the roof repair is funded for the Historic Town House, which includes chimney repointing, venting and closed due to leaks. There will be work done updating the WWII Honor Roll. They would like to do something to connect the sidewalk to the opening in the fence to the patio for handicapped accessibility. Selectman LaCamera asked about National Listing and Preservation Designation. Ms. LaFave said the survey must be comprehensive and they are looking for pricing on that. The second element is to have Thompson Hill Cemetery put on the National Historic Register. The Historic Register survey has to come first prior to the other projects. Thompson Hill needs to have the vinyl fence replaced prior to going forward. It used to be granite and iron strip fencing. We only have one (1) building on the Historic Register, which is the Town House and the Wampanoag Cemetery.

## Cemetery Commission

*Kenneth Upham, Sr., Frederick Beal and Joan Morton of the Cemetery Commission were present for the discussion.* The Cemetery Commission was called to order at 7:02 PM. Mr. Upham summarized the 2019 accomplishments of the Cemetery Commission. He spoke of the fencing matter regarding the Thompson Hill Cemetery in order to place it on the National Historic Register. They are looking for \$38,500 to replace the granite posts and fencing rails, including installation. Selectman LaCamera said it is not on the Capital Expenditure Plan; it needs to be added on. The posts and rails need to be in the same location as the vinyl fence. The Cemetery Commission adjourned at 7:15 PM.

## Board of Assessors

*John Olivieri, Jr. was present for the discussion.* Mr. Olivieri summarized the proposed budget, which has a 5.27% reduction due to moving back into the Town Office Building. Selectman LaCamera said in previous appropriations, there was funding for GIS for \$2,500. Mr. Olivieri said that can be closed out.

## **Discuss Tax Map Maintenance Proposal with Board of Assessors and vote to award and authorize Town Administrator to sign contract**

Mr. Olivieri spoke about the contract for Tax Map Maintenance. Mr. Olivieri said this is cleaning up some information that was not entered into the mapping. Chairman Fabian said the cost is \$3,200.00 from January 1, 2020 through December 31, 2020. The Board of Assessors has asked that the Selectmen approve this. Mr. Olivieri said the expense will come from the Assessors' budget.

Upon a motion made by Selectman LaCamera and seconded by Selectman Powderly, it was:

VOTED: To award and enter into a contract with Cartographic Associates, dba CAI Technologies for Tax Map Maintenance from 1/1/20 to 12/31/20 for a fee of \$3,200 and to authorize the Town Administrator to sign the contract.  
Unanimous in favor.

Selectman LaCamera said in the past few years, there has been no money put aside into the Overlay Reserve. We would like to do this in FY21. We are recommending \$155,000 going into the Overlay Reserve Fund. Selectman Powderly said the amount in the Overlay should reflect abatement costs for the entire year, which is \$155,000. There is \$388,000 in there now for abatements and exemptions. He questioned why more money would be added. Chairman Fabian asked if there are commercial tax cases coming up? Mr. Olivieri said not that he knows at this point or in the foreseeable future. Discussion occurred regarding the status of the Overlay Reserve Fund.

## Treasurer/Collector

*Debra Kenney, Treasurer/Tax Collector, was present for the discussion.* Ms. Kenney said that computer services were reduced by moving payroll to Human Resources. There are only Step increases right now in the budget. The Debt Schedule was reviewed. Selectman Powderly said in the next three (3) to four (4) years most everything, except the Police Station, has been paid off.

## Park Commission

*Scott Holmes, Park Commission Chairman, was present for the discussion.* Selectman LaCamera asked about Clear Pond's opening. Mr. Holmes said it opens the weekend after the kids get out of school typically and closes before the last week of August. Selectman LaCamera asked about season pass revenue. Mr. Holmes said the majority of the season pass revenue comes in this Fiscal Year. Selectman LaCamera asked about the numbers for the concession stand. Mr. Holmes said in the past, some of the revenue was used to purchase more goods of approximately \$5,600. Conversation occurred regarding the projected revenue for gate fees of \$28,000. Selectman Powderly said the gate fees don't look right. Hall rental is not bad, but the bar rental and food seem to be down in relation to the hall rentals. Mr. Holmes said the hall rental deposits are not accounted for; they are held separately. Discussion occurred regarding the revenues coming in from the bar and food revenues; the percentages are not right. The bar was at 20% and the food at 18%. Ms. Candito noted they did not meet their performance clause for 2018 and 2019. Mr. Day asked what the penalty is. Ms. Candito said there is an escalation clause. Mr. Day asked about the fundraiser/gift revenue fluctuation. Mr. Holmes said that was what was brought in by The Haunted House, which we no longer have. Discussion occurred regarding the overall budget.

Selectman LaCamera asked Mr. Holmes if the Park Commission has decided about better utilization of the staff and having the Highway Department take over the exterior care of the property. Mr. Holmes said nothing has been finalized; they are meeting on Thursday. Mr. Holmes asked if Park would be funding the position. Selectman LaCamera said yes. Mr. Holmes asked if the Park Commission will have control over what needs to be done. Selectman LaCamera said we need a plan in place on what needs to be done at the Ted Williams Camp. Discussion occurred regarding the personnel situation. Chairman Fabian asked for the Park Commission to meet with the Board of Selectmen and the Highway Superintendent. Selectman LaCamera said the current management agreement is up for renewal; he would like to put together a new Request for Proposals. Mr. Holmes said the Park Commission would discuss this at their next meeting. Selectman LaCamera asked about the cleaning service contract. In the management agreement, it is supposed to be made with the Town. We need to do a contract for cleaning service.

## Fire Chief

*Michael O'Brien, Fire Chief, was present for the discussion.* Selectman LaCamera said this budget does not include any contract negotiations. Chief O'Brien said the budget is at \$1.4 million in FY20. There was a 22% increase in EMS revenue. He is asking for a Temporary Emergency Account of \$10,000. Vehicles are being used more with an increased fuel usage. Traditional staffing is becoming an issue. Selectman LaCamera said there is an appropriation of \$4,600 for turnout gear sitting out there. Chief O'Brien said we have been replacing it as we go. Selectman LaCamera said we need to discuss some of the needs in the Fire Station. Ms. Candito said Chief O'Brien is working on a plan for that. Selectman Powderly said he would suggest putting \$200,000 from Free Cash towards the Fire Station work.

## Discuss FY21 Budget Summary

Selectman LaCamera said he has reviewed the budget summary sheet. He is not recommending Free Cash to be used for the budget; it is to be used for capital items only. Ms. Candito said there is nothing listed for Free Cash in 2020 because we did not have a Fall Town Meeting. There is \$1.1

million that needs to be voted on at the Special Town Meeting. Taking all the budgets for a total of \$30,962,000, we are \$320,000 short for the 2021 Budget. We have not met with the Regional School Committee to discuss their budget. Their full budget request is in our numbers; they need to reduce their budget. This does not include Union contracts, but we have an estimate of \$225,000. We are in good shape. Mr. Day asked about the Stabilization Fund history. Selectman LaCamera said we want to try to maintain it. If there is money available, you can add to it. Health insurance is going up 3.9%, which is a good number. Selectman Powderly asked about Other Post-Employment Benefits (OPEB). Selectman Powderly said that hasn't been decided yet. OPEB will be funded out of Free Cash, if it is funded.

Upon a motion made by Mr. Vlahopoulos and seconded by Mr. Beal,

VOTED: To adjourn the Finance Committee Meeting at 8:51 PM.  
Unanimous in favor.

### **New Business**

There was no New Business discussed.

### **Old Business**

Chairman Fabian said the next budget meetings will be on Wednesday and Thursday.

### **Any other business that may properly come before the meeting**

Ms. Candito said she will be meeting virtually with other Town Administrators regarding responses to the Corona Virus via phone.

### **Adjournment**

Upon a motion made by Selectman LaCamera and seconded by Selectman Powderly, it was:

VOTED: To adjourn the Board of Selectmen's Meeting at 8:52 PM.  
Unanimous in favor.

### **List of documents provided at the Board of Selectmen Meeting of March 2, 2020**

1. FY21 Budget
2. Proposed contract with Cartographic Associates, dba CAI Technologies

**TOWN OF LAKEVILLE**  
**Board of Selectmen**  
**Meeting Minutes**  
**March 4, 2020 – 6:30 PM**  
**Lakeville Public Library – 4 Precinct Street**

On March 4, 2020, the Board of Selectmen held a meeting at 6:30 PM at the Lakeville Public Library. The meeting was called to order at 6:30 PM by Chairman Fabian. Selectmen present were: Chairman Fabian and Selectman LaCamera. Also present were Maureen Candito, Town Administrator, Tracie Craig-McGee, Executive Assistant and Lorraine Carboni, Town Coordinator. LakeCAM was recording the meeting for broadcast.

**New Business**

**Review and Vote for Town Administrator to sign Amendment No. 2 to Agreement for Professional Services with BETA Group, Inc.**

Ms. Candito said the Town has been working with BETA since 2015. We are extending what we contracted with them to do. This is additional money already spent out of Chapter 90 funds. This is for design services, change orders, and to attend previous meetings and updating maps for the next presentation. Chairman Fabian said the Selectman are putting together an information night on March 11<sup>th</sup> to let everyone know what the Route 79 vote is about.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To approve Amendment #2 for BETA Group, Inc. and authorize the Town Administrator to sign it.  
Unanimous in favor.

**Meet with Department Heads to review their FY21 Budget and Capital Needs:**

*George Vlahopoulos, Chairman, Darren Beals and Brian Day from the Finance Committee were present for the discussions.* Chairman Vlahopoulos called the meeting to order at 6:32 PM.

**Council on Aging**

*Kelly Howley was present for the discussion.* Ms. Howley said we have added new programming and are seeing if there is interest in some night programs. In 2019, there were over 10,000 check ins to use the Senior Center. The average daily check ins is 44 people and we are growing. The budget has a \$300 increase in expenses. The State Grant budget for the outreach worker is increased by \$500 this year and \$1,000 next year. Ms. Candito said this is a maintenance budget that does not include cost of living, top step or Department Head wage increases.

**Veterans' Agent**

*Wilford Corey, Veterans Agent, was present for the discussion.* Mr. Corey said there is a 3% to 4% increase from the Department of Veterans Services. As of November 11<sup>th</sup> the burial benefit

went up to \$4,000. The State reimburses ¾'s of the budget. Veterans can apply for burial benefits, heat assistance, and medical expenses. Selectman LaCamera asked how many vets are serviced. Mr. Corey said right now he has 24 cases, but that fluctuates. Selectman LaCamera said we were reimbursed \$122,000 from the State for the current year's budget. Mr. Day asked if veterans in Town are aware of these services. Mr. Corey said he tries to get the word out as best as he can. There are a lot of different things that people that served can qualify for. If you are getting help through the VA, if you are injured or sick you can now go to Urgent Care three (3) times a year. The State has a good website that they should refer to. There is an annuity that disabled Veterans can get of \$1,000 twice a year.

### Planning Board

*Sylvester Zienkiewicz and Barbara Mancovsky of the Planning Board were present for the discussion.* Selectman LaCamera the Planning Board is requesting \$1,000 for training/testing. Doesn't the Town pay for that already? Mr. Zienkiewicz said yes, from the Selectmen's Budget, but it makes sense for us to have our own budget. Ms. Candito said we can increase the Selectmen's budget for additional training. Selectman LaCamera said the Planning Board is requesting \$5,000 for legal costs. The Town has one (1) budget for legal costs. Ms. Candito said they wanted to make sure that they had attendance from legal counsel at meetings. Selectman LaCamera said if you need Town Counsel to attend a meeting, it will come out of our budget. Mr. Zienkiewicz said not having a legal budget did turn into a problem a few years ago when we were not on the same side as the Selectmen. Selectman LaCamera said the Planning Board Chairman can request legal counsel through the Town Administrator.

Selectman LaCamera said a Town Planner is being requested. Mr. Zienkiewicz said at first we discussed a part time Planner. We have someone that can do the clerical work, but we don't have staff that can do technical work and provide leadership to the Planning Board. A Planner gives us a person that can tie our group together with the Zoning Board of Appeals and communicate with the Board. Selectman LaCamera said we do have an engineer for peer review, but we can't afford \$100,000 for a Planner. We can talk about sharing a Planner with another Town and contract out some services to do consulting work on land use. Ms. Mancovsky said she is not in favor of hiring a full time Planner at this time. She recommends a consultant until we figure out what is needed.

Chairman Fabian asked about the \$5,000 for legal. Mr. Zienkiewicz said we have gone to Town Counsel at times when we didn't need Town Counsel because we have no one there to help the Board. Selectman LaCamera said we should get the information on the Planning Board's costs for legal counsel. Chairman Fabian said perhaps the next Chairman can work with the Town Administrator on agency fees for the Planning Board. Discussion occurred on increasing the training budget. Ms. Mancovsky said they would like to send their Clerk to trainings so she can bring the information back to the Planning Board. She has not submitted her travel expenses from last year, and we have told her to submit them.

### Animal Control

*David Frates, Animal Control Officer, is present for the discussion.* Mr. Frates said the stipends for the Assistant Animal Control Officers are hard to estimate. He has to have coverage when he goes to court, is out sick or has a day off. Ms. Candito said the stipends are on target for \$21,000, and it was budgeted for \$16,000. Ms. Candito said comparing 2018 and 2019, it needed to be

increased \$9,000. Mr. Frates said the wildlife calls will be increasing. We did 900 calls in 2019. Mr. Beals asked why Mr. Frates would go to court. Mr. Frates said for animal abuse charges. Chairman Fabian asked about inspections? Mr. Frates said he does kennel inspections.

### Police Chief

*Matthew Perkins, Chief of Police, was present for the discussion.* Selectman LaCamera said step increases for officers are in the budget, but not pay increases. Chief Perkins said this budget is 2.18% less than FY20 budget due to retirements and reorganization in the Police Department (one less supervisor and one less dispatcher). He discussed the increase in the overtime budget. Mr. Vlahopoulos asked if it would be helpful to hire another patrolman rather than use overtime. Chief Perkins said we have done that over the years, which has depleted our overtime budget. Our staff is at the appropriate level right now. If we hired someone, he would still run into problems backfilling shifts. Chief Perkins said the heating fuel has decreased due to the new building being on a combination of electric heat and propane. Ms. Candito said the Chief's salary line increases reflect communications being moved into the Police Department budget. Chief Perkins said the contracted service increase in \$7,000 represents an increase in custodial, boat slip and the maintenance agreement for the security technology. The new maintenance agreement is \$7,120 for one-year. He is not sure if it should be in the IT budget. Selectman LaCamera said it should stay in this budget for security.

### Discuss FY21 Budget Summary

Mr. Beals asked if the Selectmen will discuss the request for additional overtime for the Police budget. Selectman LaCamera said it is already in his budget. Mr. Day noted that the minimum amount is in there now.

Mr. Vlahopoulos asked about advertising for someone to fill the vacancy on the Finance Committee. Selectman LaCamera said we should wait until after the election. Selectman LaCamera said we can ask for letters of interest now though.

Selectman LaCamera said we don't know yet if only the Town representatives are to attend the Regional Finance Committee meeting on March 19, 2020. Mr. Beals said he may need Mr. Vlahopoulos to attend in his place.

Selectman LaCamera said he will meet with Ms. Candito and the Town Accountant on money that is already in the Capital Plan that has not been spent. We probably won't address the Capital Plan until the first week in April. There is a copy in your budget book, but it will be adjusted.

Upon a motion made by Mr. Vlahopoulos and seconded by Mr. Beals, it was:

VOTED: To adjourn the Finance Committee Meeting at 7:47 PM.  
Unanimous in favor.

### Request for appointment of James Bowles as Special Police Officer

Chairman Fabian said the Police Chief has requested that James Bowles be appointed as a Special Police Officer.



Upon a motion made by Selectman Powderly and seconded by Chairman Fabian, it was:

VOTED: To appoint James Bowles as a Special Police Officer for a term to expire July 31, 2020.  
Unanimous in favor.

**Vote to accept resignation letter from Deanna Elliot from Open Space Committee**

Chairman Fabian noted that Deanna Elliot has sent in a letter of resignation from the Open Space Committee.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To accept the resignation letter from the Open Space Committee from Deanna Elliot.  
Unanimous in favor.

**Review and vote to approve Selectmen's Meeting Minutes from March 20, 2019; February 10, 2020 and February 13, 2020**

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To use the Rule of Necessity to approve the Board of Selectmen Meeting Minutes of March 20, 2019.  
Unanimous in favor.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To approve the Board of Selectmen Meeting Minutes of February 10, 2020 and February 13, 2020.  
Unanimous in favor.

**Old Business**

There was no Old Business discussed.

**Any other business that may properly come before the meeting**

There was no other business discussed.

**Adjournment**

Upon a motion made by Chairman Fabian and seconded by Selectman LaCamera, it was:

VOTED: To adjourn the Board of Selectmen's Meeting at 7:48 PM.  
Unanimous in favor.

**List of documents provided at the Board of Selectmen Meeting of March 4, 2020**

1. FY21 Budget
2. Agenda page
3. Letter from Police Chief requesting appointment of James Bowles as Special Police Officer
4. Resignation letter from Deanna Elliot
5. Draft Selectmen Meeting Minutes of March 20, 2019; February 10, 2020 and February 13, 2020
6. Amendment #2 to Agreement for Professional Services with BETA Group, Inc.

**TOWN OF LAKEVILLE**  
**Board of Selectmen**  
**Meeting Minutes**  
**March 16, 2020 – 12:00 PM**  
**Lakeville Police Station – 323 Bedford Street**

On March 16, 2020, the Board of Selectmen held an emergency meeting at 12:00 PM at the Lakeville Public Library. The meeting was called to order at 12:00 PM by Chairman Fabian. Selectmen present were: Chairman Fabian and Selectman LaCamera. Also present were Maureen Candito, Town Administrator, Tracie Craig-McGee, Executive Assistant and Lorraine Carboni, Town Coordinator.

**Meet with Department Heads to discuss update on Covid 19**

*Present were: Michael O'Brien; Matthew Perkins; John Olivieri, Nathan Darling, Clorinda Dunphy; Ed Cullen; Kelly Howley; Lorraine Carboni; Lillian Drane; Debra Kenney; David Frates; Laurie Catalano; Jayme Viveiros; Richard Medeiros, and Franklin Moniz.*

Chairman Fabian said this meeting was to make sure that each Department has a plan in place to deal with the Coronavirus situation. Selectman LaCamera said that we all need to be on the same page with the same message. We want to provide assistance to residents as best we can, but protect our employees. He also wanted to let employees know that they will be paid if they are regularly scheduled to work. Mr. Darling and Ms. Howley had questions regarding their part time employees. Mr. Cullen spoke about the current cases in Massachusetts that are spread out over seven (7) counties. There should be better numbers next week with more testing being done. Test results will be provided the next day from the testing. We need to do everything we can to eliminate the spread of the virus. People can call 211 to get current information. People that are asymptomatic can spread the virus. The virus can live on certain surfaces for three (3) days. Chairman Fabian said employees that are sick need to stay home. Superintendent Medeiros said he had a conference call today with other School Superintendents. Schools are closed through April 7<sup>th</sup>. The Schools are working on a plan for on-line learning. The Central Office will remain open. Employees not working are being paid. Staff will be returning to collect belongings, but students will not. Grab and go lunches will be provided. All activities have been cancelled. They are trying to keep people from congregating on the campuses and asked Chief Perkins if they could help discourage people from using fields or playgrounds. He said that 51 student families have indicated that they do not have the ability to do on-line learning so devices will be made available to them. Superintendent Medeiros said even though the Schools are closed, people can call the Central Office.

Chairman Fabian said that the Town Office Building, Library, Senior Center, Highway Barn, and Animal Shelter will be closed to the public. Selectman LaCamera said that the custodians will be cleaning the buildings as the staff will be working for now. However, staffing may be reduced in each building. Chief Perkins said people will be going to the playground and his officers will ask them to leave, but unless the campus is closed to the public, they cannot make them leave. Superintendent Medeiros said he was hesitant to close the campuses. Selectman LaCamera said at this time we don't have to close the campuses, but we need to send a message to people not to congregate there.

Ms. Candito said she has received emails about people opening pop-up daycares and camps. Mr. Darling said some of the places are where children already are, but some do not meet the parameters. Further discussion took place regarding the Town's responsibility regarding these facilities. Selectman LaCamera said the Town does not want to be held responsible for inspecting these places for the State. Chief O'Brien said the Fire Marshall is telling Departments to enforce fire codes. Mr. Darling said that Town Counsel will be sending him additional information on this.

Chairman Fabian asked about the Senior Center Van Service. Ms. Howley said that they are only doing wellness and errand runs. She spoke of the volunteer medical drivers. She said if Meals on Wheels in Middleboro closes, they can get meals from Old Colony Elder Services. She could also provide food delivery front the Senior Center Food Pantry. It was suggested that Meals on Wheels drivers leave the food outside after confirming the person is home. She said the van is going to the grocery store two (2) times a week. There are approximately 45 people that receive Meals on Wheels. She will be getting more information later in the day and will update the Selectmen and Town Administrator.

Ms. Viveiros said the Library has closed the doors to the public. All borrowing has stopped and people with materials do not have to return them until April 15, 2020. Discussion occurred regarding staffing levels. Ms. Viveiros said that most of the staff's primary job is to assist people. With the public not being allowed, she could probably be the only one working. Selectman LaCamera suggested having staff in to work on projects for the first week. Ms. Viveiros spoke about staff scheduling.

Mr. Frates said the Animal Shelter is closed to the public. He can hold adoptions outside of the building by appointment. When he responds to animal calls, he will not go inside of the houses unless absolutely necessary. He is trying to not accept surrendered dogs; only strays and medical holds.

Mr. Darling said that by law, he has 48 hours from receipt of an application to do an inspection and 30 days to issue a permit. He is not sure how he will manage this. This will also affect the Zoning Board of Appeals, Conservation Commission and Planning Board. The State is not giving relief on time constraints, but applicants can be asked to continue their applications. Mr. Olivieri said if applicants do not agree to a continuance the hearing can be opened and continued. Selectman LaCamera said all Board, Committees and Commissions are being asked to move their meetings at least two (2) weeks out. Mr. Darling said we need guidance from Town Counsel regarding re-advertising and abutter notification. Ms. Candito said she is working on remote participation. Meetings will only be held at the Police Station Community Room.

Selectman LaCamera asked about the Board of Health. Mr. Cullen said the Island Terrace Project needs to be done by April 1, 2020. The Board wants to go forward with their meeting. We may try to postpone the other two (2) items for two (2) weeks. Mr. Olivieri noted that the Board of Assessors has one (1) meeting scheduled for abatements. It may be able to be done by telephone, and we will go into Executive Session. If residents need Motor Vehicle Abatement Forms, they can be found on the website and left in the drop box. Mr. Darling expressed his concern over the inspectors going into buildings to do inspections. Ms. Howley asked if someone in an apartment building is quarantined, does that mean you cannot enter the entire building. Mr. Cullen said no; just the person's apartment is quarantined. Ms. Howley was concerned for the Meals on Wheels

drivers. Mr. Cullen suggested calling the Building Manager to make sure the building has been cleaned.

Ms. Dunphy said that payroll is being done today. She can deliver the checks to employees not located in Town Hall. Mr. Moniz said we need a policy that there is no paperwork; everything is scanned. Selectman LaCamera said the payroll can be done remotely. He is concerned about the Treasurer's Office staff working from home and getting hacked. Ms. Kenney said she can come in to do the wire transfers. A discussion was held with Mr. Grabarz regarding internet security.

Chairman Fabian said we are trying not to change the Annual Town Election. Ms. Drane said she has to make sure that Freetown is on the same page due to the Regional School Committee Members. She has absentee ballots that residents can request and vote with. Ms. Drane reviewed the steps she is taking to keep people safe while voting. Chairman Fabian said we will stay with that unless the State says we can't hold it. Selectman LaCamera asked about holding voter registration. Ms. Drane said it must be held by law. Ms. Kenny said her staff will be in the office to help residents with things they cannot do on line. Excise taxes can be dropped off in the drop box. She will be waiving deadlines and fees for late payments. Ms. Catalano said that Department invoices can be scanned and emailed to Accounting. Mr. Grabarz said he is working on a list of people who need remote access. Mr. Moniz said the Highway Department Buildings are closed to the public, but work is ongoing as usual. The Transfer Station is only accepting household trash as there is no contact with the public. Recyclables are not being accepted. Mr. Cullen said that residents can call 211 for information. If someone suspects they may have the virus, they should isolate and put a mask on. You need to call your doctor and get tested. If you do have the virus, there is a 14 day quarantine period. Chief O'Brien said the virus can be transmitted if you are closer than 6' for a 15 minute duration.

Selectmen LaCamera said we all want to be consistent with our message that we are trying to protect our employee. Try to be nice and send any calls to the appropriate Departments. Chief O'Brien noted that there is no system for reimbursement yet from the Federal Government, but he is tracking his costs. Right now, things are slow. He has met with the Call Firefighters and has reviewed procedures and response. They have masks and gowns and have ordered gloves. Burn permits will be stopped. Ms. Catalano asked if the extra expenses could be coded differently. She has also spoken to Maintenance about that. Chief Perkins spoke about changes to dispatch procedures when receiving medical calls and how they are handling Pistol Permits. The Registry of Motor Vehicles is giving a grace permit on expired licenses. Mr. Nolan said the Park Commission does not want to shut down the parks. They can put up signs stating there is a 25 person limit – Police Take Notice. They will also post it on Facebook. All sports are postponed. Mr. Cullen said if people are outside and over 6' apart, they could use the Park. People playing basketball could be a problem. Ms. Craig-McGee noted that for the Selectmen's meeting that evening, she has contacted anyone scheduled to come in and told them they did not need to be there.

Ms. Candito said that the Fire Chief has asked for the Town to declare a State of Emergency. Chairman Fabian said she was concerned that residents might panic. Chief O'Brien said this would allow his Department to be reimbursed for expenses.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To declare a State of Emergency in Lakeville.  
Unanimous in favor.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To adjourn the Board of Selectmen's Meeting at 2:45 PM.  
Unanimous in favor.

**List of documents provided at the Board of Selectmen Meeting of March 16, 2020**

There were no documents provided.

**TOWN OF LAKEVILLE**  
**Board of Selectmen**  
**Meeting Minutes**  
**March 16, 2020 – 6:30 PM**  
**Lakeville Police Station – 323 Bedford Street**

On March 16, 2020, the Board of Selectmen held a meeting at 6:30 PM at the Lakeville Public Library. The meeting was called to order at 6:30 PM by Chairman Fabian. Selectmen present were: Chairman Fabian and Selectman LaCamera. Also present were Maureen Candito, Town Administrator, Tracie Craig-McGee, Executive Assistant and Lorraine Carboni, Town Coordinator. LakeCAM was recording the meeting for broadcast.

**Meet with Senator Michael Rodrigues and Representative Norman Orrall**

*Senator Michael Rodrigues and Representative Norman Orrall were present for the discussion.* Chairman Fabian welcomed Senator Rodrigues and Representative Orrall. Chairman Fabian spoke about the grant money received to do the study for the problems in regards to Assawompset Pond, Long Pond and the Nemasket River. Senator Rodrigues said there have been a lot of ideas on how not to have that happen again. Working with Representative Orrall, we secured funding for the study, which SRPEDD is working on. Representative Orrall said there is money in the Capital Bond Bill that may be able to fund the projects that the study indicates. Senator Rodrigues said the study provides the scientific data to secure capital money. Representative Orrall said when projects come out of this study they will be brought to the Secretary of the Environment for possible funding and then it goes to the administration. Selectman LaCamera said this is extremely important because if we don't continue, the flooding will happen again.

Selectman LaCamera said the Student Opportunity Act was passed and 161 communities received an additional \$30 per student. He hopes that the \$30 be raised. With 2,800 students, we received \$89,000, which puts a lot of pressure on the local communities to fund the School budget. Student transportation was level funded for years. He hopes to see an increase in the percentage for reimbursement. Senator Rodrigues explained the funding formula created for education funding where the State plays a larger role in funding education. Regional transportation was significantly increased last year. Last year it was increased to 82%. Additional discussion occurred regarding costs and reimbursements for education expenses.

Selectman LaCamera said regarding the Chapter 90 and Transportation Bond Bill, what happens if the Bond Bill does not pass? Representative Orrall said he thinks there is authorization elsewhere. Senator Rodrigues said in December another \$40 million was appropriated. Representative Orrall said there is a line item in the bond bill for Quiet Zones in Lakeville. At every crossing, Federal Law states that the horn must be sounded. MassDOT's approach was if the Town wants it, you need to pay for it. The idea is to make your crossing safe. It is approximately \$200,000 per crossing for Quiet Zones.

Selectman LaCamera spoke about proposed legislation regarding Marijuana Host Community Agreements. Representative Orrall said the House has passed it; the Senate has not taken it up yet. Some communities were asking for crazy things and the Cannabis Control Commission (CCC) has heard these complaints. Communities will have to justify to the CCC the 3% in Local Impact Fees.

Selectman LaCamera said spoke about the efforts to establish the Freetown/Lakeville Long Pond District to take over the control of Long Pond. A washing station should be put in at the State Boat Ramp to help address the invasive weed problem. Senator Rodrigues said a Pond District is a zone where an additional tax is applied to make improvements in that zone. It requires Local and State approval. Both Representative Orrall and Senator Rodrigues thought a boat wash was doable. Ms. Candito said is speaking with David DaManche, Freetown Town Administrator the cost would be approximately \$250,000 for a boat wash.

Selectman LaCamera spoke about bills for funding of renovation of Police and Fire Stations. We have an issue with our Fire Department. Representative Orrall and Senator Rodrigues were not aware of the bills. Selectman LaCamera said he will get them the information.

### **Hearing on application for transfer of Class II License – 35 Bedford Street**

Chairman Fabian said read the legal ad into the record for the transfer of the Class II License for 35 Bedford Street.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To open the hearing for the transfer of the Class II Motor Vehicle Sales License from Sha-Nic Autobody and Repair to Girgis Automotive Services.  
Unanimous in favor.

Selectman LaCamera noted that the License Application indicated that this was for the sale of Class II Licenses but Question 6 seems like it was not filled out correctly. Ms. Craig-McGee confirmed that is was incorrectly filled out; it is not for the sale of new vehicles.

Upon a motion made Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To close the hearing for the transfer of the Class II Motor Vehicle Sales License from Sha-Nic Autobody and Repair to Girgis Automotive Services.  
Unanimous in favor.

Upon a motion made Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To approve the transfer of the Class II Motor Vehicle Sales License from Sha-Nic Autobody and Repair to Girgis Automotive Services to expire January 1, 2021.  
Unanimous in favor.

### **Pole Hearing – Pole #5 - Pantheon Road**

Chairman Fabian read the legal notice into the record.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To open the pole hearing for Pole #5 on Pantheon Road, Lakeville, MA.  
Unanimous in favor.



Chairman Fabian noted that this is for installation of a new pole for connecting service to a new house. Ms. Craig-McGee noted that the abutters had been notified.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To close the pole hearing for Pole #5 – Pantheon Road.  
Unanimous in favor.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To approve the placement of Pole #5 on Pantheon Road in Lakeville.  
Unanimous in favor.

### **Board of Selectmen Announcements**

Chairman Fabian read the announcements.

### **Public Input Session**

There was no public input.

### **Review Tower Use Approval Letter Agreement with American Tower Corporation and License Agreement with the City of Taunton and vote to authorize Town Administrator to sign both Agreements**

Chairman Fabian said the Board is reviewing a Tower Use approval Letter Agreement with American Towner Corporation and the License Agreement with the City of Taunton for the use of their cell tower space. Selectman LaCamera said the Police Chief has reviewed the agreements and is in approval.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To approve the Tower Use Approval Letter Agreement with American Tower Corporation and the License Agreement with the City of Taunton for use of cell tower space and authorize the Town Administrator to sign both Agreements.  
Unanimous in favor.

### **Discuss request from Cannabis Control Commission letter for Munro Associates LLC**

Chairman Fabian said the Selectmen have received a Municipal Notification of a Marijuana Establishment for Munro Associates, LLC from the Cannabis Control Commission. The request is to confirm that the location is or is not in compliance with municipal bylaws or ordinances. Selectman LaCamera said this is for an existing Host Community Agreement.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: Pursuant to 935 CR 500.102 () (d), the Lakeville Board of Selectmen affirms that Munro Associates, LLC proposed Marijuana Retail License at 310 Kenneth Welch

Drive is in compliance with municipal bylaws or ordinances and authorized the Chairman to sign the Municipal Response.  
Unanimous in favor.

**Request from Alan Swanson for renewal of Temporary Storage Trailer Permit – 135 Precinct Street**

Chairman Fabian said the Board has received an application for renewal of a Temporary Storage Trailer Permit for 135 Precinct Street. The Building Commissioner has submitted information regarding the storage trailer permit.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To approve the renewal of the Temporary Storage Trailer Permit at 135 Precinct Street to expire March 30, 2021.  
Unanimous in favor.

**Request from Lakeville Litter Lifters to hold Great Massachusetts Clean Up of Lakeville – April 25, 2020**

Chairman Fabian said the Lakeville Litter Lifters have requested to hold the Great Massachusetts Clean Up of Lakeville on April 25, 2020. They are requesting the use of a Highway Truck and Tamarack Park. This event will be subject to any rules regarding Covid 19.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To approve the request from the Lakeville Litter Lifters to use a Highway Department Dump Truck and Tamarack Park on April 25, 2020 for the Great Massachusetts Clean Up of Lakeville Event.  
Unanimous in favor.

**Ratify vote taken on March 4, 2020 meeting regarding Amendment #2 to BETA Group contract**

Chairman Fabian said on March 4, 2020, the Selectmen voted under New Business to authorize the Town Administrator to sign Amendment #2 to the BETA Group Contract. The Board needs to ratify this vote.

Upon a motion made by Chairman Fabian and seconded by Selectman LaCamera, it was:

VOTED: To ratify the vote taken on March 4, 2020 to allow the Town Administrator to sign Amendment #2 to the BETA Group Contract.  
Unanimous in favor.

**Review and vote to approve Selectmen Meeting Minutes of February 27, 2020**

Upon a motion made by Chairman Fabian and seconded by Selectman LaCamera, it was:

VOTED: To approve the February 27, 2020 Board of Selectmen Meeting Minutes.  
Unanimous in favor.

**Meet with Fire Chief to discuss SAFER Grant and two (2) firefighters**

*Fire Chief Michael O'Brien was present for the discussion.* Chief O'Brien said a decision should be received by late July of 2020 on the SAFER Grant with funding to follow shortly after. Approximately 30% of Departments that apply are successful. It would be a great opportunity to apply for the two (2) positions.

A motion was made by Selectman LaCamera and seconded by Chairman Fabian to support the Fire Chief applying for the SAFER Grant.

Discussion: Selectman LaCamera said are you saying that we would wait until we get a decision on the SAFER Grant to hire two (2) additional firefighters. Chief O'Brien said yes. Discussion occurred regarding the funding timing and the amount needed in the budget for the two (2) firefighters if the SAFER Grant was received. Ms. Candito asked do we have to structure your budget a certain way or do we have to say we have the flexibility in the budget. Chief O'Brien said we have to have the 25% in the budget. Selectman LaCamera we will have a better idea on funding in the fall. Chief O'Brien felt the 25% could be funded through savings in his budget.

The vote on the previous motion was unanimous in favor.

**Discuss Remote Participation for Boards, Committees & Commission Members**

*Jose Invencio from LakeCAM was present for the discussion.* Chairman Fabian said the Board wanted to revisit remote participate for Boards, Committees and Commission Members. Discussion occurred with Mr. Invencio on the way to meet remotely and allow for public participation. Mr. Invencio said to allow for public participation, he would need additional software. We could go live and have people's question to go up on the video monitor. Chairman Fabian said due to this crisis, some of this may be addressed by the State. She would prefer to use what the Governor has allowed in this emergency and then work on an official Town Policy later. Mr. Invencio asked if the Town wants remote participation with a quorum present in a physical space. Does the State require a physical quorum in the space? We can see if the State will allow for a virtual quorum. Chairman Fabian said the most important thing is to do this flawlessly. Selectman LaCamera said we would need a procedure and process for all the Boards, Committees and Commissions.

Upon a motion by Chairman Fabian and seconded by Selectman LaCamera, it was:

VOTED: To adopt the Remote Participation Policy in 940 CMR 29.10 (2) (a).  
Unanimous in favor.

## **New Business**

Chairman Fabian discussed the meeting today between the Selectmen and Department Heads regarding changing municipal business. Ms. Candito said we will be shutting down Town Hall for the public. The Council on Aging will be shut down with Meals on Wheels and GATRA bus service available for now. The Library is closed to the public and staff will be working on projects. The Highway Department is closed to the public and the Transfer Station is only taking bagged trash. Chairman Fabian said we are setting up collection boxes and forms in the lobby of the Board of Health. A lot of information is available on the Town's website. Phone numbers and email addresses will be posted in the lobby. Selectman LaCamera said if it is necessary to have any meetings they will be in the Police Station so we don't have to keep cleaning the Library or Senior Center. Chairman Fabian said so far the Town Election is going forward on April 6, 2020. If anyone would like an absentee ballot, you can request it on line or call the Town Clerk's Office. Absentee ballots are available now. Selectman LaCamera said it is very complicated to try to change the election by Court Order. Since we have joint School Committee Members the elections have to be done together.

## **Old Business**

### **Discuss FY21 Budget**

Chairman Fabian said we still have parts of the budget to discuss. Selectman LaCamera said it will be the first part of April until we pull everything together.

### **Update on Park Department Restructuring on Ted Williams Camp drainage projects**

Selectman LaCamera said he and Ms. Candito have met with the Chairman of the Park Commission and another member to discuss issues that need to be addressed. We are in the process of putting out an Invitation to Quote for the parking lot projects. They are due on April 2, 2020. We will address the main parking lot at Loon Pond Lodge after July 1, 2020.

### **Update on Park Department Restructuring**

Selectman LaCamera said discussions have been held with members of the Park Commission to discuss better utilization of the staff. A Highway Department Employee that has been maintaining the Ted Williams Camp grounds for a while is retiring. We will hire a foreman responsible for all the parks, TWC, Clear Pond and Jon Paun Park and a laborer. The staff will report to the Superintendent of Streets. Mr. Moniz will meet with the Park Commission to discuss a plan for the park grounds. Selectman LaCamera said we also discussed the need to fix some things at the various park grounds and some capital improvements. We will work on this through the spring and summer.

### **Route 79 Improvement Project (refer residents to Town's Webpage)**

Chairman Fabian said the forum on March 11<sup>th</sup> was a great informational night with specific questions being answered. Selectman LaCamera said the forum can be viewed on LakeCAM and the information is all on the Town's website. The Town's share of the project would be \$2.3 million.

**Any other business that may properly come before the Board of Selectmen**

There was no other business.

**Adjournment**

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To adjourn the Board of Selectmen's Meeting at 8:11 PM.  
Unanimous in favor.

## **Other Items**

1. Letter from Planning Board regarding Hearing to Amend Zoning By-Law for Temporary Licenses
2. Letter from Planning Board regarding Hearing to Establish a Marijuana Overlay District
3. Letter from Sun Multi Sports regarding donations from Patriot Triathlon  
Selectman LaCamera said Sun Multi Sports has made a donation of \$1,500 split in thirds to the Park Department, Senior Center and the DECA Program at the High School.
4. Letter from Columbia Gas regarding Merrimack Valley Incident
5. Letter from Comcast regarding Xfinity TV Services
6. Notice from Keolis Commuter Services regarding 2020 Yearly Operational Plan
7. Verizon Annual Submittal of Channel Guide; Rate Card; Sample Customer Bill and Terms of Service (stored electronically)
8. Comcast Annual Submittal of Policies and Procedures; Sample Subscriber Bill; Work Order; and Rate and Channel Line-Up (stored electronically)

## **List of documents provided at the Board of Selectmen Meeting of March 16, 2020**

1. Agenda cover sheet
2. Agenda cover sheet; copy of legal ad ; application form; letter from Sha-Nic Autobody & Repair; letter from Secretary of State; Massachusetts Used Car Dealer Bond;
3. Agenda cover sheet; notice of hearing to abutters; site plan; notice from Middleborough Gas & Electric and associated paperwork
4. List of announcements
5. Agenda cover sheet
6. Agenda cover sheet; draft of agreement
7. Agenda cover sheet; emails from Cannabis Control Commission and Town Counsel; Municipal Notification of a Marijuana Establishment
8. Agenda cover sheet; application for renewal of Temporary Storage Permit; emails from Building Commissioner; aerial photo of property; memo from Building Commissioner; plot plan of subject property
9. Agenda cover sheet; letter from Lakeville Litter Lifters
10. Agenda cover sheet
11. Agenda cover sheet; Selectmen's Meeting Minutes of February 27, 2020
12. Agenda cover sheet; data from Fire Chief regarding Fire Department statistics
13. Agenda cover sheet; excerpt from Open Meeting Law regarding remote participation; email from Town Administrator
14. Agenda cover sheet
15. Agenda cover sheet

**TOWN OF LAKEVILLE  
Board of Selectmen  
Meeting Minutes  
March 25, 2020 – 11:00 AM  
REMOTE LOCATION**

On March 25, 2020, the Board of Selectmen held a meeting at 11:00 AM remotely from various locations. The meeting was called to order at 11:00 AM by Chairman Fabian. Selectmen present were: Chairman Fabian and Selectman LaCamera. Also present were Maureen Candito, Town Administrator, Michael O'Brien, Fire Chief, Matthew Perkins, Police Chief, Tracie Craig-McGee, Executive Assistant and Lorraine Carboni, Town Coordinator. LakeCAM was recording the meeting for broadcast.

Chairman Fabian read an introduction regarding the need for a remote meeting and how a remote meeting will be conducted.

**Discuss postponing the April 6, 2020 Annual Town Election**

Chairman Fabian said the Board needed to discuss postponing the Annual Town Election now scheduled for April 6, 2020.

A motion was made by Selectman LaCamera and seconded by Chairman Fabian to 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 a date uncertain in June of 2020.

Discussion: Selectman LaCamera said we need to make sure that we have a joint election day with Freetown due to the Regional School Committee members elected in each Town. He felt the election should be held prior to Town Meeting, which is scheduled for June 1, 2020. He suggested postponing the Annual Town Meeting to hold the election on June 1, 2020 and move the Annual Town Meeting to June 15<sup>th</sup>. This will be discussed at another meeting.

Roll call vote on the previous motion is: Chairman Fabian – aye and Selectman LaCamera – aye.

**Review In-House Public Safety License Agreement with New Cingular Wireless PCS LLC and vote to authorize Town Administrator to sign the Agreement**

Chairman Fabian said the Board needs to approve the In-House Public Safety License Agreement with New Cingular Wireless PCS LLC and authorize the Town Administrator to sign it.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: 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.  
Roll call vote: Chairman Fabian – aye and Selectmen LaCamera – aye.

**Review and vote to approve Job Descriptions for Part Time Park Maintenance and Park Department Supervisor**

Chairman Fabian said the Board has been presented with job descriptions for the Part Time Park Maintenance and Park Department Supervisor.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To approve the job description for the Part Time Park Maintenance (seasonal) at Ted Williams Camp.

Roll call vote: Chairman Fabian – aye and Selectman LaCamera – aye.

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To approve the job description for the Park Department Supervisor at Ted Williams Camp.

Roll call vote: Chairman Fabian – aye and Selectman LaCamera – aye.

**New Business**

Chairman Fabian opened the discussion on the current Covid 19 situation up to the Police Chief, Fire Chief and Town Administrator for updates on their Departments. Chief Perkins said the Police are still on patrol, answering calls and enforcing the law. We are working to enforce the Governor's order, especially in the parks. Chief O'Brien said the Fire Department is 100% operational. We are trying to be proactive in social media communication and battle misinformation. A public information line that has been established to take questions or concerns. Ms. Candito said the phone # for the hotline is 508 946-0044. Chief O'Brien said if the Fire Department is in need, we put it on the social media site. Right now they are in need of thermal infrared thermometers.

Selectman LaCamera said the hotline number is to help Town residents as best we can. We cannot give out the addresses of the people that have been diagnosed with the virus, so please do not call the hotline asking that. Ms. Candito said there is a skeleton crew at Town Hall and most of our buildings. The public is still not allowed in to limit exposure to our employees. Chairman Fabian thanked the Town employees for keeping the Town going. Selectman LaCamera said it is difficult for our Health Agent and Building Commissioner to do inspections, especially on existing houses. He asked for people to please delay inspections if possible.

**Old Business**

Chairman Fabian said we are in the middle of budget season, but we are not having meetings on the budget now.

**Adjournment**

Upon a motion made by Selectman LaCamera and seconded by Chairman Fabian, it was:

VOTED: To adjourn the Board of Selectmen's Meeting at 11:31 AM.

Roll call vote: Selectman LaCamera – aye and Chairman Fabian – aye.



## **OTHER ITEMS**

1. Letter from Petco Foundation announcing \$1,500.00 Grant for the Lakeville Animal Shelter
2. Public Notification Requirement – Notice of Application for special Project Designation Permit Extension/Modification
3. Notice from SRPEDD regarding Call for At-Large Commissioners
4. Letter from Comcast regarding postponement of Cartoon Network Moving to Digital Preferred Tier
5. Letter from Division of Capital Asset Management & Maintenance regarding search for lease space



March 18, 2020

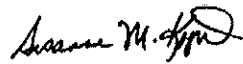
Dear Petco Foundation partner,

On behalf of everyone at the Petco Foundation, we are pleased to provide you with the enclosed grant award to be used towards the purpose outlined in your grant application for our Animal Sheltering & Adoptions grant cycle. Please see your approval email for instructions on how to properly acknowledge the Petco Foundation as well as the link to our press kit and logo.

We're honored to partner with your organization and invest in your lifesaving efforts. We celebrate your commitment to animals and thank you for all that you do on behalf of pets and the people who love and need them. After all, it takes all of us to create a lifesaving nation and a better world for animals.

So together, let's do this!

ALL FOR LOVE 



Susanne Kogut  
Executive Director  
Petco Foundation

P.S. The Petco Foundation desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to the Petco Foundation and that any thank you letters be sent by email only to [foundationpartners@petcofoundation.org](mailto:foundationpartners@petcofoundation.org). We welcome and appreciate recognition on social media (@petcofoundation), on your website, or in other print and digital communications. We ask that this recognition thank the Petco Foundation, Petco and/or our Petco store partners collectively rather than individual employees of Petco or the Petco Foundation. *The Petco Foundation is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930*



e-mailed Planning Board  
Conservation Fire  
3/19/20

RECEIVED

MAR 19 2020

SELECTMEN'S OFFICE

March 6, 2020

Ms. Maureen Candito, Town Administrator  
Town of Lakeville  
346 Bedford St.  
Lakeville, MA 02347

Re: **Public Notification Requirement**  
**Notice of Application for Special Project Designation Permit Extension/Modification**  
**South Coast Rail Improvements Project, Release Tracking Number 4-25663**

Dear Ms. Candito:

The Massachusetts Bay Transportation Authority (MBTA) is continuing the process of planning, design and construction to restore public transportation service from South Station in Boston to the South Coast region of the Commonwealth, known as the South Coast Rail Project (the Project). The MBTA has engaged the VHB/HNTB Joint Venture to conduct environmental assessments and prepare for the coordinated management of documented and potential releases of oil and/or hazardous materials (OHM) identified within Project area, which includes the existing railroad right-of-way and private properties that have been and will be acquired to construct the Project elements.

This letter is being sent to you to fulfill the public involvement provisions of the Massachusetts Contingency Plan (MCP) for the above-referenced Project. On or about March 12, 2020, the MBTA intends to file an Application for Special Project Designation (SPD) Modification and Extension (BWSC 50) with the Massachusetts Department of Environmental Protection (MassDEP). The public involvement provisions [310 CMR 40.0062(5)(b)] require that the Chief Municipal Officer and the Board of Health, in the community in which a SPD application is filed, be notified of the availability of the application for review and public comment. Per 310 CMR 40.0062(5)(2), a public notice is being published in newspapers that circulate in the affected communities, a copy of which is attached.

Interested persons may submit written comments related to the Application within 20 days of the date that the Application is available at MassDEP for review and comment. Such written comments can be submitted to the MassDEP southeast Regional Office, 20 Riverside Drive, Lakeville MA 02347 (Attn: John Handrahan) by mail or hand delivery during normal business hours. Comments may also be submitted to the Applicant: MBTA Environmental Department, Attn: Holly Palmgren, 10 Park Plaza, Suite 6720, Boston MA 02116, telephone: (617)222-1580. The disposal site file can be viewed at the MassDEP website using RTV 4-27838 at [http://eeaonline.eea.state.ma.us/DEP/wsc\\_viewer/main.aspx](http://eeaonline.eea.state.ma.us/DEP/wsc_viewer/main.aspx) or at the MassDEP Southeast Regional Office, 20 Riverside Drive, Lakeville, MA 02347.

If you have any questions regarding the application, or the South Coast Rail Project please contact me at (617) 283-6284 or [michael.stiller@aecom.com](mailto:michael.stiller@aecom.com). In addition, general South Coast Rail Project information can be found at [www.mass.gov/southcoastrail](http://www.mass.gov/southcoastrail).

Sincerely,

Michael Stiller, PE, LSP  
AECOM  
South Coast Rail Program  
1 Lakeshore Center, Bridgewater Ma. 02324

Attachment: Copy of Public Notice  
CC: Kimberly Dobosz, Project Manager, MBTA  
Holly Palmgren, MBTA Environmental  
Jean Fox, Project Manager, MassDOT

2

**RECEIVED**

**MAR 19 2020**

**NOTICE OF APPLICATION FOR  
SPECIAL PROJECT DESIGNATION**

**SELECTMEN'S OFFICE**

**SOUTH COAST RAIL PROJECT  
VARIOUS MUNICIPALITIES, MASSACHUSETTS  
RELEASE TRACKING NUMBER (RTN) 4-27838**

A release of oil and/or hazardous materials has occurred at this location within the railroad right-of-way, which is a disposal site as defined by M.G.L. c. 21E, § 2 and the Massachusetts Contingency Plan, 310 CMR 40.0000. The South Coast Rail Project will restore commuter rail service to southeastern Massachusetts and will potentially include work in the following Massachusetts municipalities: Canton, Stoughton, Easton, Raynham, Taunton, New Bedford, Fall River, Freetown, Berkley, Middleborough, and Lakeville. On or about March 12, 2020, the Massachusetts Bay Transportation Authority (MBTA) intends to file an Application for Special Project Designation (SPD) Extension and Modification with the Massachusetts Department of Environmental Protection (MassDEP). An extension of two years is requested for the Tier Classification Submittal. Per 310 CMR 40.0062(5)(c), interested persons may submit written comments related to the Application within 20 days of the date that the Application is available at MassDEP for review and comment. Such written comments can be submitted to the MassDEP Southeast Regional Office, 20 Riverside Drive, Lakeville, MA 02347 (Attn: John Handrahan) by mail or hand delivery during normal business hours. Comments may also be submitted to the Applicant: MBTA Environmental Department, Attn: Holly Palmgren, 10 Park Plaza, Suite 6720, Boston, MA 02116, telephone: (617) 222-1580. The disposal site file can be viewed at the MassDEP website using RTN 4-27838 at [http://eeaonline.eea.state.ma.us/DEP/wsc\\_viewer/main.aspx](http://eeaonline.eea.state.ma.us/DEP/wsc_viewer/main.aspx) or at the MassDEP Southeast Regional Office, 20 Riverside Drive, Lakeville, MA 02347.

SOUTHEASTERN REGIONAL PLANNING & ECONOMIC DEVELOPMENT DISTRICT

88 Broadway, Taunton, MA 02780

Tel: 508-824-1367/FAX: 823-1803 email: [info@srpedd.org](mailto:info@srpedd.org)

## CALL for AT-LARGE COMMISSIONERS (2020-21)

TO: Mayors; Community Groups in the SRPEDD Region;  
At-Large SRPEDD Delegates; SRPEDD Commissioners  
FROM: Alan Slavin, SRPEDD Chair  
DATE: March 23, 2020

RE: NOMINATIONS FOR SRPEDD AT-LARGE COMMISSIONER(S)

We are seeking representatives of minority and low-income community groups to serve on the Commission of the Southeastern Regional Planning and Economic Development District (SRPEDD). These appointments will take effect on May 22, 2020 at SRPEDD's Annual Meeting and continue through May 22, 2021. SRPEDD (pronounced sir-ped) is a regional planning agency established by the Legislature to provide regional planning and related planning technical assistance in transportation, land use, economic development, housing, and environmental concerns to the 27 municipalities (4 cities and 23 towns) that SRPEDD serves.

The Commission is SRPEDD's governing body and consists of municipal and community representatives who oversee the activities of the agency and address regional issues. The Commission meets approximately eight to ten times per year on the fourth Wednesday of the month. Meetings are held at SRPEDD's office in Taunton and begin at 6:30 pm.

The position of At-Large Commissioner, per the agency's bylaws, is a unique opportunity for individuals who represent and speak for traditionally disenfranchised minority and/or low-income populations in housing and economic development planning processes, as well as area transportation investments, among other important areas. The opportunity is all the more significant because At-Large Commissioners are also official voting members of the Joint Transportation Planning Group (JTPG), the advisory group to the Southeastern Massachusetts Metropolitan Planning Organization (SMMPO) for all transportation related issues. The JTPG is the forum for citizen involvement in transportation planning, and usually meets the second Wednesday of each month, likewise at SRPEDD, beginning at 2:00 pm.

Commission bylaws provide for up to six At-Large delegates representing low income and minority group interests: **2 for the New Bedford area; 2 for the Fall River area; 1 for the Taunton area; and 1 for the Attleboro area.**

The attached sheet outlines the eligibility criteria for At-Large Commissioner Appointees and the communities included in each subarea.

You or your organization may propose a person to sit on the Commission, who will be nominated by a member of the Commission and confirmed by the body as a whole.

**If interested, kindly fill out the attached Qualification Statement, and forward your completed form to: Stacy Royer at [ssousa@srpedd.org](mailto:ssousa@srpedd.org) or 88 Broadway, Taunton, MA 02780. Questions? Please call Stacy at (508) 824-1367**

We hope to see a full complement of six At-Large Commissioners serving for the 2020-21 term so that low-income and minority community groups are well represented on the board. If you are aware of other qualified or interested community groups who may not have received this mailing, please notify us so we may contact them or pass along a copy on to the appropriate party. Thank you!

## Page 2

The **NOMINEE** must be a resident within one of the following subareas, as appropriate:

<u>Attleboro Subarea</u>	<u>Fall River Subarea (2)</u>	<u>New Bedford Subarea (2)</u>	<u>Taunton Subarea</u>
Attleboro	Fall River	New Bedford	Taunton
Mansfield	Freetown	Acushnet	Berkley
North Attleborough	Seekonk	Dartmouth	Carver
Norton	Somerset	Fairhaven	Dighton
Plainville	Swansea	Marion	Lakeville
Rehoboth	Westport	Mattapoissett	Middleborough
		Rochester	Raynham
		Wareham	

### **CURRENTLY SERVING AT-LARGE COMMISSIONERS (2019-2020)**

Attleboro Subarea: No appointment  
Fall River Subarea: No appointment  
New Bedford Subarea: Patrick Sullivan, Community Development Director  
Taunton Subarea: Janine Peccini, (OECD) Off of Econ & Community Development

**The NOMINEE must be certified as a representative of a qualified low-income or minority community group in writing.**

**COMMUNITY GROUPS** are defined as one of the following:

- a legal non-profit corporation or association whose members are minority and/or low income; or
- the governing body or advisory board of a public agency whose goals are reflective of the needs of minority and low-income people.

**MINORITIES** are those defined by the Economic Development Administration as:

- Black or African American – American Indian and Alaska Native
- Hispanic - Mexican, Puerto Rican, Other Hispanic or Latino
- Native American - persons known by virtue of tribal associations
- Asian - Japanese, Chinese, Korean, Filipino, Indian, Thai, Cambodian, Vietnamese
- Other Races including Native Hawaiian & Other Pacific Islanders

**LOW-INCOME** is defined according to the Bureau of Labor Statistics' minimum standard of living.

**QUALIFIED COMMUNITY GROUPS** are those organizations, associations, or bodies which were formally established on or before July 1, 2013.

SOUTHEASTERN REGIONAL PLANNING AND ECONOMIC DEVELOPMENT DISTRICT

88 Broadway, MA 02780

Tel: 508-824-1367 FAX: 508-823-1803 email: [info@srpedd.org](mailto:info@srpedd.org)

**QUALIFICATION STATEMENT\***

**TITLE OF ORGANIZATION** (Community Group): \_\_\_\_\_

\_\_\_\_\_ Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Agency email: \_\_\_\_\_

Date Organized or Incorporated: \_\_\_\_\_ Approx. # of Members: \_\_\_\_\_

Purpose (Brief Description): \_\_\_\_\_

\_\_\_\_\_

Minority or Low-Income Groups Represented: \_\_\_\_\_

\_\_\_\_\_

Our organization would like to nominate the following individual(s) to sit on the SRPEDD Commission:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Submitted by:

Name: \_\_\_\_\_ Title \_\_\_\_\_

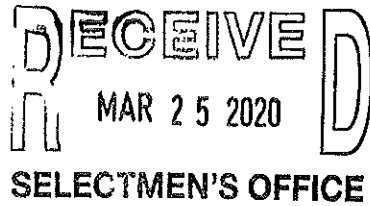
E-mail: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\*Mass. General Laws: "The Commission may increase its membership by not more than six in order to provide representation to low income and minority groups."

**PLEASE RETURN BY APRIL 29, 2020**

Email or fax the completed form to [mailto:ssousa@srpedd.org](mailto:mailto:ssousa@srpedd.org) or 508-823-1803 fax  
Or forward via U.S. Mail to SRPEDD, 88 Broadway, Taunton, 02780



March 19, 2020

Board of Selectmen  
Town of Lakeville  
346 Bedford Street  
Lakeville, MA 02347

***Re: Xfinity TV - Postponement of Cartoon Network Moving to Digital Preferred Tier***

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Given recent events impacting our customers and our community, the scheduled move of Cartoon Network to the Digital Preferred Tier on May 5, 2020 has been deferred. We will notify you and our customers further before making any changes to Cartoon Network.

If you have any questions, please feel free to contact me at [Michael\\_Galla@cable.comcast.com](mailto:Michael_Galla@cable.comcast.com) or 508.732.1536.

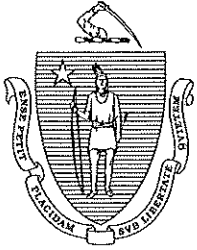
Very truly yours,

*Michael Galla*

Michael Galla, Sr. Manager  
Government Affairs

④





CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

*The Commonwealth of Massachusetts*  
*Executive Office for Administration and Finance*  
*Division of Capital Asset Management and Maintenance*  
*One Ashburton Place*

*Boston, Massachusetts 02108*

*Tel: (617) 727-4050*

*Fax: (617) 727-5363*

MICHAEL J. HEFFERNAN  
SECRETARY  
ADMINISTRATION & FINANCE

CAROL W. GLADSTONE  
COMMISSIONER

RECEIVED  
APR - 3 2020  
SELECTMEN'S OFFICE

March 31, 2020

Chair  
Board of Selectmen  
Town of Lakeville  
346 Bedford Street  
Lakeville, Massachusetts 02347

RE: **Commonwealth's Search for Lease Space**

Dear Sir or Madam:

We wish to notify you that the Division of Capital Asset Management and Maintenance has issued a Request for Proposals (RFP) seeking to lease space in your community as summarized below:

<b>Location:</b>	Attleboro, Dighton, Easton, Lakeville, Mansfield, Norton, Raynham, or Taunton
<b>Type of Space:</b>	Office
<b>Amount of Space:</b>	Approximately 10,400 square feet of Usable Area
<b>For Use By:</b>	Department of Early Education and Care
<b>Project Number:</b>	202011000.1

The deadline for submission of proposals is May 20, 2020 at 2:00 p.m. The RFP can be viewed and downloaded from COMMBUYS using the link at <http://www.mass.gov/dcamm/leasing>. You may also email [leasing.dcamm@mass.gov](mailto:leasing.dcamm@mass.gov) or call 857-204-1355 to request a copy of the RFP, referencing the agency name and project number in your request.

Sincerely,

Martha Goldsmith  
Director, Office of Leasing and State Office Planning

cc: Matthew Cocciardi, DCAMM  
John Prudente, DCAMM

