



# TOWN OF LAKEVILLE MEETING POSTING & AGENDA

Town Clerk's Time Stamp  
received & posted:  
*K. DeGuzia*  
LAKEVILLE TOWN CLERK  
RCUD 2023 AUG 14 AM 10:01

48-hr notice effective  
when time stamped

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

Name of Board or Committee:	BOARD OF HEALTH
Date & Time of Meeting:	Wednesday, August 16, 2023 @ 6:00p.m.
Location of Meeting:	Lakeville Police Station 323 Bedford Street, Lakeville, MA
Clerk/Board Member posting notice:	Fran Lawrence

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

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

## A G E N D A

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

1. 10 Deneise Street – Meet with Zenith Consulting Engineers, LLC to discuss requested Local Upgrade Approvals
2. *Continued discussion from August 2, 2023* regarding changes to the Lakeville Board of Health Regulations pertaining to subsurface disposal systems and water
3. *Continued discussion from August 2, 2023* regarding Open Space Residential Development By-Law with Town Planner
4. Approval of Betterment Loan
  - 3 Apple House Rd. in the amount of \$42,600.00
  - 425 Bedford St. in the amount of \$47,239.50
5. Review and approve meeting minutes
  - June 7, 2023
6. Discuss the recent BOH Agent's pending items

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

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



3 Main Street Lakeville, MA 02347  
(508) 947-4208 - [www.zcellc.com](http://www.zcellc.com)

- Civil Engineering
- Septic Design (Title 5)
- Septic Inspections (Title 5)
- Commercial and Industrial Site Plans
- Chapter 91 Permitting

July 31, 2023

RE: Subsurface Sewage Disposal System Local Upgrade Approval Requests  
10 Deneise Street Lakeville, Massachusetts 02347

Dear Abutter:

The owner of 10 Deneise Street, Lakeville, MA, has requested local upgrades from certain provisions of 310 CMR 15.00 (Title V). In accordance with 310 CMR 15.411(1)(b), as an affected abutter to the property, you are required to be notified of the specific provisions of 310 CMR 15.000 from which a local upgrade is sought and the date, time and place where the application will be discussed.

LOCAL UPGRADE APPROVAL(S) REQUESTED:

1. Reduction of the required number of deep holes per disposal area from 2 to 1 per 310 CMR 15.405(1)(k).
2. Reduction of the required setback between the proposed sas and a private water supply well from 100' to 68' per 310 CMR 15.405(1)(g). (N/F Veary)
3. Reduction of the required setback between the proposed sas and a private water supply well from 100' to 68' per 310 CMR 15.405(1)(g). (locus property)

The Meeting will be held at Lakeville Police Department 323 Bedford Street, Lakeville, MA 02347 on August 16th at 6:00pm. If you have any questions or require additional information, please do not hesitate to contact our office at 508-947-4208 or email [nyles@zcellc.com](mailto:nyles@zcellc.com).

Sincerely,  
Zenith Consulting Engineers, LLC

A handwritten signature in blue ink, appearing to read 'Nyles Zager', is written over a horizontal line.

Nyles Zager, PE  
Manager/Senior Engineer

9569 0710 5270 0148 8362 65

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)

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Certified Mail Fee	
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
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Postage

\$

Total Post

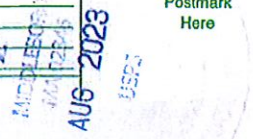
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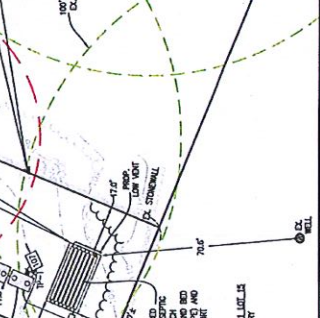
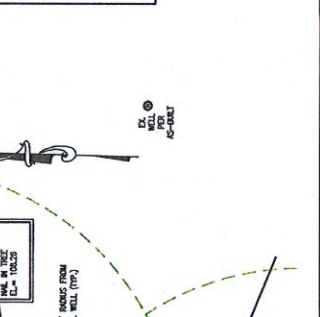
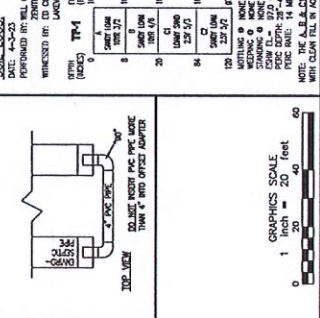
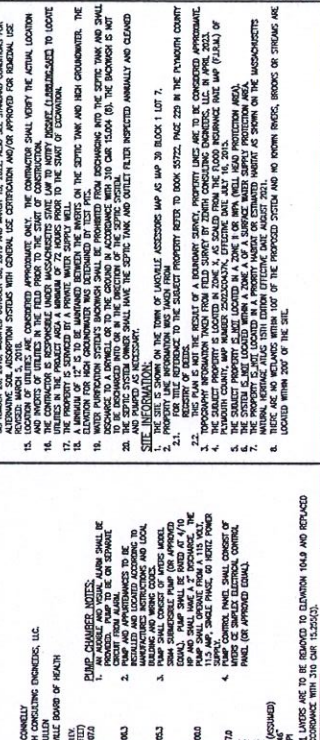
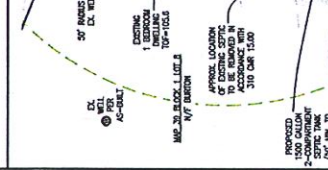
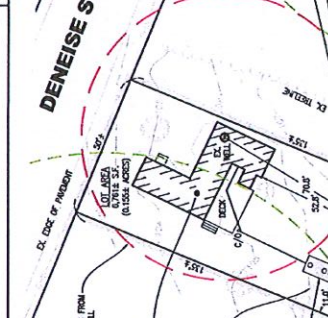
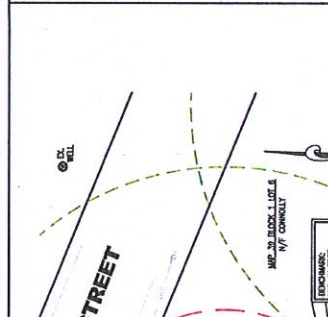
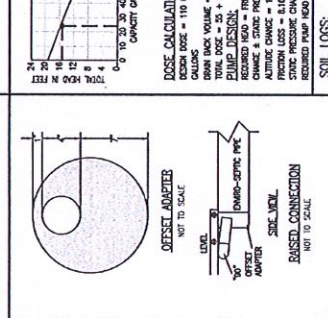
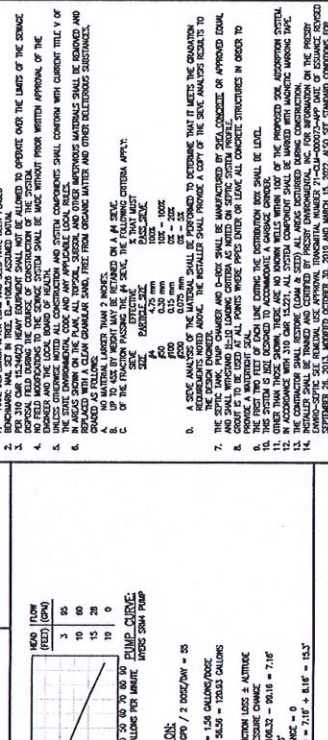
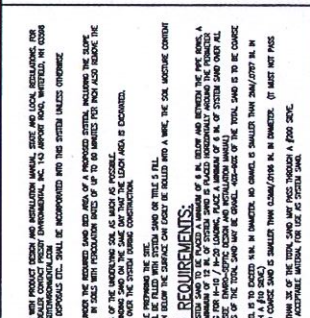
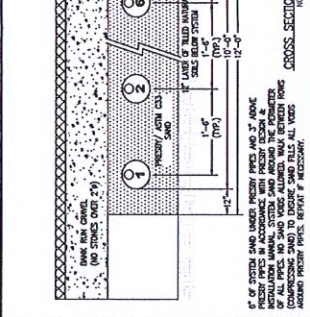
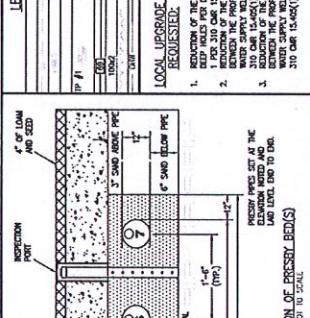
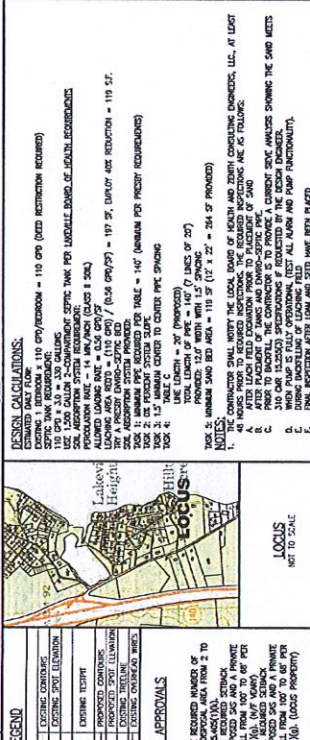
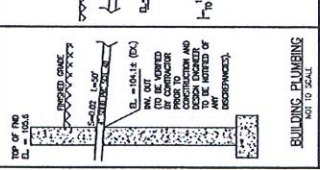
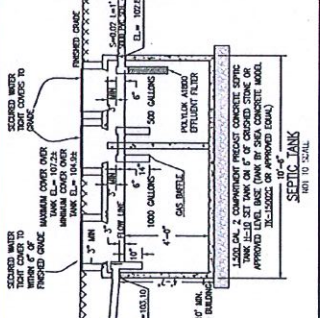
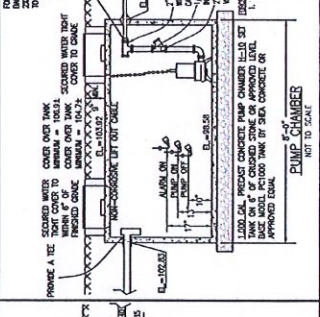
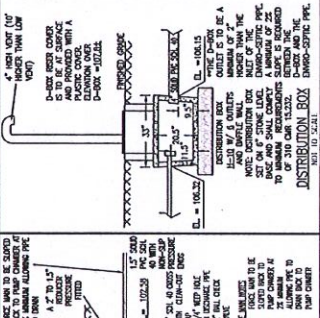
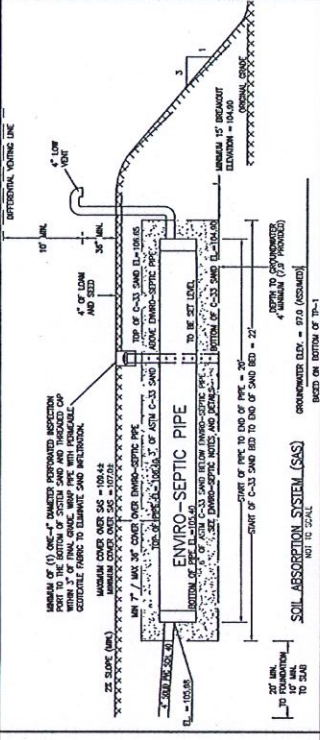
City, State

Veary Deborah & John  
3 Hilltop Acres Dr  
Lakeville, MA 02347



PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

10 Denise St  
Lakeville





Town of Lakeville  
Initial Septic Repair Costs

Homeowner:	Allyson G. Girard
Address:	3 Apple House Rd.
Loan Number:	23-103

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

Engineering	..
General Construction	\$35,500.00
Recording Fees (KP Law, P.C. Betterment Recording)	470.00
Contingency 20% (any unexpected costs)	7,194.00
Total Initial Loan	\$43,164.00

For the Town:

Signed: \_\_\_\_\_  
Christopher Spratt- Chairman

Signed: \_\_\_\_\_  
Homeowner

Signed: \_\_\_\_\_  
Derek Maxim - Member

Signed: \_\_\_\_\_  
Homeowner

Signed: \_\_\_\_\_  
Robert Poillucci -Member

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

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

Note: Attach to Betterment Agreement

## Betterment Agreement "B"

This Agreement is entered into by and between Lakeville (the "Town"), by its Board of Health and Treasurer, and Allyson G. Girard (the "Owners") this 16th day of August, 2023.

WHEREAS, the Owner owns residential property, including improvements thereon, known as and numbered 3 Apple House Rd., Lakeville, Massachusetts, 02347 (Assessors' Map 033, Block 006, Lot 003) and described in a deed dated November 6, 2020 and recorded with the Plymouth County Registry of Deeds in Book 53814, Page 333, [filed as Document No. n/a with the Plymouth County Registry District of the Land Court] (the "Property"); and

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

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

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

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

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

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

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

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

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

### 1. The Agreement

The Town hereby agrees to provide financial assistance in an amount up to \$ 43,164.00 to be advanced from time to time by the Town to the Owner pursuant to the terms of this Agreement. The Owner promises to repay, with interest as set forth herein, all sums provided to Owner by the Town. Following notice to the Owner by the Town collector of taxes of the amount of the betterment assessment, an amortization schedule shall be developed and incorporated as an attachment to this Agreement\*.

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

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

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

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

## 2. Installment Payments

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

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

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

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

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

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

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

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

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

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

### 3. Conditions for Payment

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

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

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

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

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

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

### 4. Scope of Work for Project

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

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



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

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

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

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

#### 6. Covenant Not To Sue

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

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

The Owner represents and warrants to the Town that:

(A) Financial Information: The Borrower's Affidavitt furnished to Town by the Owner is accurate and complete;

(B) Title: The Owner has good record title to the Property, subject only to the Encumbrances of Record;

(C) Permits and Compliance With Law: The Owner has obtained or will obtain all necessary governmental permits for the Project. The On-Site Sewage Disposal System for the dwelling on the Property, after completion of the Project, will comply with all applicable laws, regulations, codes and ordinances, including but not limited to Title 5; and

(D) Insurance: The Owner and Contractor have procured or will procure insurance in such forms and in such amounts as shall be satisfactory to the Town. Certificates of Insurance shall be attached as Exhibits to this Agreement.

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

#### 8. Owner's Obligations

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

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

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

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

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

#### 9. Events of Default

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

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

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

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

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

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

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

#### 11. Notice of Betterment Agreement

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

#### 12. Improvements to the Property

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

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

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

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

14. Personal Obligation of the Owner

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

15. Notice

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

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

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

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

16. Funding for the Agreement

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

17. Enforcement of Laws

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

18. Severability

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

19. Governing Law

This Agreement shall be governed by Massachusetts law.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement as an instrument under seal this 16th day of August, 2023.

Town of Lakeville  
By its Board of Health:

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
Derek Maxim – Member

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

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

Approved as to form:

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

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

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

TOWN OF LAKEVILLE  
OFFICE OF BOARD OF HEALTH

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY August 16, 2023

NOTICE is hereby provided that the BOARD OF HEALTH of LAKEVILLE on August 2, 2023, made findings pursuant to c. 111 s. 127B 1/2 and on August 2, 2023, adopted an order for improvements to be made to the on-site wastewater system serving the property described herein.

The property to be benefited is owned by Allyson G. Girard, has an address of 3 Apple House Rd., Lakeville, MA, and is described in a deed recorded with the Plymouth Registry of Deeds in Book 53814, Page 333. Pursuant to said G.L. c. 111 s. 127B 1/2, a Betterment is to be assessed on the Property in an amount to be determined pursuant to the Betterment Agreement of the Owner of the Property and the Board of Health dated August 16, 2023.

BOARD OF HEALTH  
TOWN OF LAKEVILLE

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

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

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

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

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

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

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

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

\_\_\_\_\_ to be the person(s) whose name(s) was/were

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

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

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



Town of Lakeville  
Initial Septic Repair Costs

Homeowner:	<i>Betty Ann Green + Donna J. Caine, Trustees of Bedford St. Nominee Trust.</i>
Address:	<i>425 Bedford St.</i>
Loan Number:	<i>WPA 23-102</i>

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

Engineering	<i>2,896.25</i>
General Construction	<i>36,000.00</i>
Recording Fees (KP Law, P.C. Betterment Recording)	<i>4.70.00</i>
Contingency 20% (any unexpected costs)	<i>7,878.25</i>
Total Initial Loan	<i>47,239.50</i>

For the Town:

Signed: \_\_\_\_\_  
Christopher Spratt- Chairman

Signed: \_\_\_\_\_  
Derek Maxim - Member

Signed: \_\_\_\_\_  
Robert Poillucci -Member

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

Signed: *Betty Green*  
Homeowner

Signed: *Donna Caine*  
Homeowner

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

Note: Attach to Betterment Agreement

## **Betterment Agreement "B"**

This Agreement is entered into by and between Lakeville (the "Town"), by its Board of Health and Treasurer, and Betty Ann Green & Donna J. Caine, Trustees of the Bedford Street Nominee Trust (the "Owners) this 16th day of August, 2023.

WHEREAS, the Owner owns residential property, including improvements thereon, known as and numbered 425 Bedford Street, Lakeville, Massachusetts, 02347 (Assessors' Map 065, Block 004, Lot 041) and described in a deed dated March 21, 2018 and recorded with the Plymouth County Registry of Deeds in Book 49911, Page 1-3, [filed as Document No. n/a with the Plymouth County Registry District of the Land Court] (the "Property"); and

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

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

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

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

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

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

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

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

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

### 1. The Agreement

The Town hereby agrees to provide financial assistance in an amount up to \$47,239.50 to be advanced from time to time by the Town to the Owner pursuant to the terms of this Agreement. The Owner promises to repay, with interest as set forth herein, all sums provided to Owner by the Town. Following notice to the Owner by the Town collector of taxes of the amount of the betterment assessment, an amortization schedule shall be developed and incorporated as an attachment to this Agreement\*.

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

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

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

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

## 2. Installment Payments

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

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

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

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

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

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

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



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

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

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

### 3. Conditions for Payment

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

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

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

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

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

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

### 4. Scope of Work for Project

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

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

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

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

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

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

#### 6. Covenant Not To Sue

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

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

The Owner represents and warrants to the Town that:

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

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

#### 8. Owner's Obligations

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

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

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

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

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

#### 9. Events of Default

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

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

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

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

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

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

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

#### 11. Notice of Betterment Agreement

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

#### 12. Improvements to the Property

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

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

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

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

14. Personal Obligation of the Owner

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

15. Notice

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

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

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

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

16. Funding for the Agreement

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

17. Enforcement of Laws

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

18. Severability

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

19. Governing Law

This Agreement shall be governed by Massachusetts law.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement as an instrument under seal this 16th day of August, 2023.

Town of Lakeville  
By its Board of Health:

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

\_\_\_\_\_  
Derek Maxim – Member

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

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

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

Owner:

*Betty Green*  
\_\_\_\_\_  
*Donna Caine*  
\_\_\_\_\_

Approved as to form:

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

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

TOWN OF LAKEVILLE  
OFFICE OF BOARD OF HEALTH

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY August 16, 2023

NOTICE is hereby provided that the BOARD OF HEALTH of LAKEVILLE on August 9, 2023, made findings pursuant to c. 111 s. 127B ½ and on August 9, 2023, adopted an order for improvements to be made to the on-site wastewater system serving the property described herein.

The property to be benefited is owned by Betty Ann Green & Donna J. Caine, Trustees of the Bedford Street Nominee Trust, has an address of 425 Bedford St., Lakeville, MA, and is described in a deed recorded with the Plymouth Registry of Deeds in Book 49911, Page 1-3. Pursuant to said G.L. c. 111 s. 127B 1/2, a Betterment is to be assessed on the Property in an amount to be determined pursuant to the Betterment Agreement of the Owner of the Property and the Board of Health dated August 16, 2023.

BOARD OF HEALTH  
TOWN OF LAKEVILLE

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

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

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

COMMONWEALTH OF MASSACHUSETTS

County of Plymouth, ss.

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

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

appeared \_\_\_\_\_

Name(s) of Signer(s)

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

\_\_\_\_\_ to be the person(s) whose name(s) was/were

Description of Evidence of Identity

signed on the preceeding document and acknowledged to me that he/she/they signed it voluntarily for its stated

purpose as members of the Lakeville Board of Health.

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

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

Town of Lakeville  
Board of Health  
June 7, 2023 6:00pm

Members present: Chairman Spratt, Member Maxim, Member Poillucci, and Health Agent Ed Cullen. Chairman Spratt called the meeting to order at 6:00pm. LakeCam was present to record.

**311 Pond Lane** - Meet with Foresight Engineering, Inc. to discuss requested local upgrades. Darren Michaelis from Foresight was present for discussion. Mr. Michaelis said this property currently has a cesspool. The new system will be outside the 100' buffer zone and will go where the current system is located. They are proposing a Fast system with a ground water variance. This property has a steep slope so the variance will be for about 10% of the system with the remainder of the system meeting the ground water set back. The owners are proposing an addition with no additional bedrooms, a sunroom and garage on the first floor with an expanded master suite on the second floor. Agent Cullen said the Fast system was great for that area, and they would get the 50% reduction which is great too. There was a discussion about a ground water variance. Mr. Michaelis said if he had to raise the system, he would probably have to tier the wall instead of having a single wall. The system that's there has been in the water table for 40-50 years within 100' of the pond. He didn't feel the Board would be setting a precedent, and the Board could do a deed restriction. He didn't think the system would prematurely fail because its only 2' from the water table for only 10% of the system. Agent Cullen asked if Mr. Michaelis had thought about going parallel to the contour. Mr. Michaelis said he couldn't get the driveway in. Member Maxim said he agreed with Agent Cullen on the 2' variance, even with the treatment system. There was a discussion about the soils on the site. Mr. Michaelis explained that at the bottom of the wall he was at contour 65 and at the top he was at 69. It's already a 4' wall. Member Maxim said his other concern was that he called 48" water table from the 69 contour, which is one corner. But it should be called from where the contour of the over dig is. Up in that corner it's definitely 69 ½. So, it's 1 ½' to the water table, where that water is coming in at the top of the slope and flows into the sand. Mr. Michaelis said they had a liner on all sides so it won't flow into the sand, it will be pushed down underneath it. He didn't want to go any higher than 4' with the wall, so he will terrace it. Member Maxim said the water elevation at the tank shows 54.5, but the pond elevation is 55 and flood is 57. That's probably the elevation of the inlet of the septic tank. The outlet of the pump tank is at 59 ½, 4' from that. Mr. Michaelis said they can put in a stipulation that it be rubber booted. Member Maxim said it was H-20 so it would be rubber booted anyway. Mr. Michaelis said he would revise the plan and change the variance to 3' on the plan, and add rubber boots, then figure out the wall situation.

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

Voted: to approve the septic repair at 311 Pond Lane with the nine local upgrade requests and allow the reduction of separation to leaching field from high ground water from 4' to 3' and submit a new plan, adding a 10<sup>th</sup> variance requesting ground water elevation to the pump tank. Unanimous approval.

**24 Beechwood Avenue** - Meet with SFG Associates, Inc. to discuss requested local upgrades. Brad Fitzgerald from SFG was present for discussion. The proposed plan is for a Presby system which would reduce the footprint. They are requesting five local upgrades. The requests are: to allow the septic tank

to be 3' from the crawlspace instead of 10; to allow the SAS to be 5' from the crawlspace instead of 20; to allow the SAS to be 53' from the northly abutting well instead of the 100'; to allow the SAS to be 386' from a public water supply instead of the required 400'; to allow for one deep hole instead of two. This lot is 50x100 and by using this system they are able to keep the system as a gravity feed system. Chairman Spratt asked if the Certified mail cards came back. The cards for New Bedford and Taunton Water were returned, but not the abutter. There was a discussion regarding the abutting well. Member Maxim said the only thing in the Board of Health files for this well is an inspection in 1999. On November 23, the inspector wrote, it appears to be a dug well. So that means it's probably only 30' deep. There was a discussion about nitrates. Agent Cullen said only about a third of Clark Shores are hooking into the water line. Member Maxim said he would like to see the two-compartment tank on the drawing. It is mentioned on the notes that a two-compartment tank is to be installed, but it doesn't show it. Mr. Fitzgerald said if they go with a denitrification system like MicroFast, and they go to a pipe and stone field at 50%, he would only be picking up 3' more on that well. Member Maxim said if they go with the proposed plan, they should make it 5' to the property line and that would make it 57' from the abutting well. That would be the furthest you could ask for on that variance. Chairman Spratt said he would want to move it the 5'. There was more discussion about denitrification.

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

Voted: to approve 24 Beechwood Ave with the 5 variances requested, adding a sixth variance to the property line from 11' down to 5'. A new plan will be drawn showing the two-compartment tank, remove the valve on the plan, and show the correct length from the tank to d-box for the added length.

Unanimous approval.

ECCO, Inc d/b/a Muckey's Liquors - new ownership. Tobacco Permit and Food Service (retail pre-packaged only). Agent Cullen explained that the ownership is going from father to son, but really no other changes.

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

Voted: to approve the tobacco permit and food service, retail pre-packaged food only permit and transfer them to ECCO Inc. d/b/a Muckey's Liquors.

Unanimous approval.

Re-Appointments of Assistant Board of Health Agents - for the period of July 1, 2023 through June 30, 2024.

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

Voted: to appoint Chris Spratt as Assistant Board of Health Agent from July 1, 2023 through June 30, 2024.

Two in favor, one abstains (Spratt).

Chairman Spratt stepped down to make a motion, seconded by Member Poillucci, it was:



Voted: to appoint Derek Maxim as Assistant Board of Health Agent from July 1, 2023 through June 30, 2024.

Two in favor, one abstains (Maxim).

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

Voted: to appoint Robert Poillucci as Assistant Board of Health Agent from July 1, 2023 through June 30, 2024.

Two in favor, one abstains (Poillucci).

Recommend to the Select Board to appoint Edward Cullen as the Inspector of Milk - for the period of July 1, 2023 through June 30, 2024.

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

Voted: to recommend to the Select Board to appoint Ed Cullen as the Inspector of Milk from July 1, 2023 through June 30, 2024.

Unanimous approval.

Approve meeting minutes - April 5, 2023, and April 19, 2023 -

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

Voted to approve the April 5, 2023 meeting minutes as typed.

Unanimous approval.

Chairman Spratt stepped down to make a motion, seconded by Member Poillucci, it was:

Voted: to approve the Board of Health meeting minutes dated April 19, 2023 as typed.

Two in favor, one abstains (Maxim).

Discuss recent Board of Health Agent pending items: Agent Cullen wanted to discuss the noise regulations. He said there was an issue on whether or not the Board would be issuing them for private parties. The current regulations were mainly used for construction purposes, but the Board would have the right not to approve a private party. If they did, it could cause some problems since they would be unable to enforce the regulations. Chairman Spratt said the police would have a more efficient and effective way of handling it than the Board would.

Member Maxim said if they wanted to discuss treatment systems for nitrogen loading, should they reach out to town council or just research it more. Agent Cullen said there are a number of towns that have regulations. Small lot size is where we have problems. Member Maxim added that the small lot sizes and a well within 100' go hand in hand. There was continued discussion.

Covid 19 - Agent Cullen said no one is really reporting it now and hospitalizations are low.

Adjournment - (6:47pm)

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

Voted: to adjourn

Unanimous approval.



FEE: \$50  
Ck# 15319  
Date: 8-11-23

BOARD OF HEALTH  
Town of Lakeville

TITLE V INSPECTION APPLICATION

RECEIVED

- Fee for witnessing \$50.00 to be paid at time of filing application.

AUG 11 2023

*Please print clearly or type in the following:*

BOARD OF HEALTH

OWNER'S NAME Stephen Hudson

PROPERTY ADDRESS 60 Sherwood Lane  
Assessors Map 9 Block 4 Lot 3A

TELEPHONE NUMBER 336-715-7937

INSPECTOR'S NAME Thomas Bastarache

COMPANY'S NAME Bay State Sewage Disposal

TELEPHONE NUMBER 508-947-2636

REASON FOR INSPECTION:  Property Transfer  Additon/Construction  Other  
(new well, garage, etc.)

NOTE TO INSPECTOR:

The Board of Health requires the following:

- ✓ Dwelling Inspection
- ✓ Site Plans/As-Built drawings available at time of inspection
- ✓ All system components openings will be uncovered and open for inspection
- ✓ Field/Trench observation holes, tank(s) may be required depending on site conditions

Date Scheduled: 8/14/2023

Time: \_\_\_\_\_