



# TOWN OF LAKEVILLE MEETING POSTING & AGENDA

Town Clerk's Time Stamp  
received & posted:

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:	<u>Select Board</u>
Date & Time of Meeting:	<u>Monday, August 21, 2023 @ 6:00 PM</u>
Location of Meeting:	<u>Lakeville Police Station</u> <u>323 Bedford Street</u>
Clerk/Board Member posting notice:	<u>Tracie Craig-McGee</u>

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

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

## A G E N D A

1. Select Board announcements
2. Town Administrator announcements
3. 6:15 PM Public hearing for transfer of Off Premises Wine & Malt Package Store license for 33 Bedford Street – Joe's Gas
4. Discuss and possible vote to approve Select Board Minutes of July 10, 2023 and July 31, 2023
5. Discuss and possible vote to approve contract with Town Accountant
6. Update on Assawompset Elementary School Windows and Doors Project
7. Discuss and possible vote to approve Town Administrator FY24 goals
8. Discuss and possible vote to issue Commonwealth of Massachusetts Warrant to Animal Control Officers
9. Discuss and possible vote to award SERSG bids for Department of Public Works Supplies; Paper and Office Supplies
10. Discuss and possible vote on time for Special Town Meeting on November 13, 2023
11. Discuss and possible vote on job description for Sealer of Weights and Measures
12. Discuss and possible vote to appoint Open Space Committee representative to the Community Preservation Committee
13. Discuss and possible vote to designate a Select Board representative to the Library Director Search Committee
14. Discuss and possible vote on request from the Lakeville Arts Council 2023 Festival Committee to place a sign at the intersection of Rte 79 and Precinct Street and a banner at Dickran Diran Square
15. Discuss recent meeting between Rhino Capital and Town of Lakeville regarding the former Lakeville Hospital site
16. Discuss and possible vote on revisions to Annual Town Meeting Article 14 (Recall of an Elected Official) as requested by House Counsel
17. Building Committee Updates:
  - a. Senior Center Feasibility Study
  - b. Fire Station Building Committee
  - c. Old Colony Feasibility Study

18. New Business
19. Old Business
20. Correspondence
21. Possible Executive Session pursuant to M.G.L. c.30A, §21(a) (3) to discuss strategy with respect to litigation (Bountiful Farms, Inc. vs. Town of Lakeville), votes may be taken, if an open meeting may have a detrimental effect on the litigating position of the public body, and the Chairman so declares and not to return to Open Session.

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

**AGENDA ITEM # 1**  
**AUGUST 21, 2023**

**SELECT BOARD ANNOUNCEMENTS**

The Select Board would like to congratulate the 8 and under FreeLake baseball team for making it to the Cal Ripken World Series. Team members include Ben Sass; Lex Muse; Liam Souza; Maverick Chu; Tyrus Again and Zach Amaral from Lakeville; Al Vega; Brady DeTerra; and Jeremiah Mcsheffrey from Freetown; Cay Rasar from East Taunton; and Raleigh Lewis and Silas Rezendes from Assonet.

If you have ever wanted to volunteer on a Commission or Committee, the Town has vacancies on the Conservation Commission; Cable Advisory Committee, Capital Expenditures Committee, Zoning Board of Appeals, Energy Advisory Committee and Open Space Committee. To apply, please visit the Town's website on the Town Clerk's page – Volunteer Form.

**AGENDA ITEM #2**  
**AUGUST 21, 2023**

**TOWN ADMINISTRATOR ANNOUNCEMENTS**

**AGENDA ITEM #3  
AUGUST 21, 2023**

**PUBLIC HEARING FOR TRANSFER OF OFF PREMISES WINE &  
MALT PACKAGE STORE LICENSE FOR 33 BEDFORD STREET –  
JOE’S GAS**

**NOTES:**

Joe & Chloe Gas, Inc., dba Joe’s Gas is applying for a transfer of the Wine and Malt Beverages Package Storage license for the property located at 33 Bedford Street. Attached is their transfer license application. Abutter notifications were sent out and Mr. Issa will bring the return cards and receipts to the hearing.

**Procedure for the transfer of stock hearing is as follows:**

Read legal notice published in the paper;

Motion to open the hearing;

Ask if anyone will be testifying and swear them in;

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

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

## **CLOSE THE HEARING**

SELECT BOARD MEMBERS TO HOLD DISCUSSION

SELECT BOARD MEMBERS TO MAKE A MOTION ON THEIR DECISION

IF THE BOARD APPROVES OF THE TRANSFER, THE MOTION WOULD BE:

*TO APPROVE THE TRANSFER OF THE WINE AND MALT BEVERAGES PACKAGE STORE LICENSE FROM GULF RESOURCES, INC., DBA JOE'S GAS TO JOE & CHLOE GAS, INC., DBA JOE'S GAS.*



#### **TOWN OF LAKEVILLE**

Pursuant to Chapter 138 of the General Laws, the Lakeville Select Board, acting as the Licensing Board, will conduct a public hearing at 6:15 PM on Monday, August 21, 2023 on the application of Joe & Chloe Gas, Inc., dba Joe's Gas, for a transfer of the wine and malt package store license for the property located at 33 Bedford Street, Lakeville, Massachusetts.

Said hearing will be held in the Rita A. Garbitt Community Meeting Room at the Lakeville Police Station located at 323 Bedford Street, Lakeville, Massachusetts.

Brian Day, Chairman  
Evagelia Fabian  
Lorraine Carboni  
Lakeville Select Board



# TOWN OF LAKEVILLE

## SELECT BOARD OFFICE

346 Bedford Street  
Lakeville, Massachusetts 02347  
Telephone 508-946-8803

August 4, 2023

Gilbert Issa  
Joe & Chloe Gas, Inc.  
33 Bedford Street  
Lakeville, MA 02347

RE: Application for Transfer - Wine & Malt Package Store  
33 Bedford Street, Lakeville, MA

Dear Mr. Issa:

The Select Board has scheduled a public hearing on the above petition for 6:15 PM on Monday, August 21, 2023 in the Rita A. Garbitt Community Room in the Lakeville Police Station at 323 Bedford Street, Lakeville, MA. Please ensure that either yourself or your designee is present to answer any questions that may arise.

A legal advertisement of the hearing will be published in the August 10, 2023 edition of the Nemasket Week. *The cost of the advertisement is \$75.00. Please bring a check payable to the Town of Lakeville for \$75.00 to the hearing for payment of the advertisement.*

Within three days (3) after publication of the legal advertisement, the petitioner is required to send a copy of the published notice by registered mail, return receipt requested, to each of the persons appearing on the Assessors' most recent valuation list as the owners of the property abutting 33 Bedford Street, Lakeville, Massachusetts, which is enclosed. Please bring the green return receipts from the mailings to the abutters to the hearing as proof that abutters have been notified.

Sincerely,


Tracie Craig-McGee  
Executive Assistant to the  
Select Board & Town Administrator

Enclosure

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

 <b>Transaction Processed Successfully.</b> <b>INVOICE #: 7e1dc469-7cd2-43a1-9a51-d0cf1e86f908.</b>		
Description	Applicant License or Registration Number	Amount
FILING FEES-RETAIL	00020-PK-0584	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$0.35

Date Paid: 7/24/2023 7:39:56 PM EDT

Total Amount Paid: \$200.35

#### Payment On Behalf Of

**License Number or Business Name:**

00020-PK-0584

**Fee Type:**

FILING FEES-RETAIL

#### Billing Information

**First Name:**

Gilbert

**Last Name:**

Issa

**Address:**

33 Bedford st

**City:**

Lakeville

**State:**

MA

**Zip Code:**

02347

**Email Address:**

Gilbertissa@yahoo.com



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

**APPLICATION FOR A TRANSFER OF LICENSE**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS  
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

**Alcoholic Beverages Control Commission**  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

**1. TRANSACTION INFORMATION**

- ☒ Transfer of License  
☐ Alteration of Premises  
☐ Change of Location  
☐ Management/Operating Agreement  
☐ Pledge of Inventory  
☐ Pledge of License  
☐ Pledge of Stock  
☐ Other   
☐ Change of Class  
☐ Change of Category  
☐ Change of License Type  
(\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

I am Gilbert issa the owner of joe & chloe gas inc purchasing the property and the business including the licenses of 33 bedford street in lakeville .

**2. LICENSE CLASSIFICATION INFORMATION**

**ON/OFF-PREMISES**

Off-Premises-15

**TYPE**

\$15 Package Store

**CATEGORY**

Wines and Malt Beverages

**CLASS**

Annual

**3. BUSINESS ENTITY INFORMATION**

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

Current or Seller's License Number

FEIN

Entity Name

DBA

Manager of Record

Street Address

Phone

Email

Add'l Phone

Website

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

40' X 60' ONE STORY WOOD FRAME BUILDING ON THE WESTERLY SIDE OF BEDFORD STREET(ROUTE 18) APPROXIMATELY ONE MILE SOUTH OF MIDDLEBORO ROTARY. CEMENT FLOOR, NO BASEMENT ONE EXIT ENTRY DOOR FACING BEDFORD STREET. ALCOHOLIC BEVERAGES STORED IN 6' X 20' COOLER ON NORTH SIDE OF BUILDING

Total Sq. Footage

Seating Capacity

Occupancy Number


Number of Entrances

Number of Exits

Number of Floors

## APPLICATION FOR A TRANSFER OF LICENSE

### 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name  By what means is the license being transferred?  

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
RICHARD CARRIGG	MANAGER	100
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

### 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
GILBERT ISSA	3 CHARLESGATE ROAD WALPOLE MA 02081		08/16/1977
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
OWNER	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

## APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

#### CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

#### 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

#### 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

### 7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

### 8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ☐ Yes ☒ No

### 9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	3800000
B. Purchase Price for Business Assets	1700000
C. Other* (Please specify)	
D. Total Cost	5500000

\*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

#### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
GILBERT ISSA	1250000
Total:	1250000

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
ROCKLAND TRUST BANK	4295000	LOAN	<input checked="" type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

I PUT DOWN 20% OF THE COST OF THE OPERATION THAT MONEY CAME FROM MY PERSONEL SAVINGS

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

## 12. MANAGER APPLICATION

### A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name	GILBERT ISSA	Date of Birth	08/16/1977	SSN	
Residential Address	3 CHARLESGATE ROAD WALPOLE MA 02081				
Email	GILBERTISSA@YAHOO.COM	Phone	7805043207		
Please indicate how many hours per week you intend to be on the licensed premises		45			

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*

☒ Yes ☐ No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
01/05/2007	CURRENT	OWNER	QUICK EXPRESS INC	GILBERT ISSA

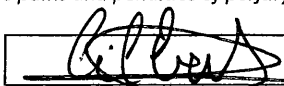
### D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

7/28/23

### 13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

#### 13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

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

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

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

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

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

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

#### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

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

### 13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

#### LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### 13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### 13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

### 13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

### 13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

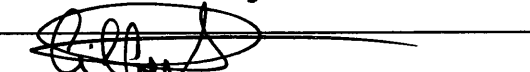
☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:



Title:

Owner

Date:

7/28/23

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

### **ADDITIONAL INFORMATION**

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

## APPLICANT'S STATEMENT

I, GILBERT ISSA the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager  
Authorized Signatory  
of JOE & CHLOE GAS INC  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Gilbert Issa

Date: 07/25/2023

Title: OWNER

## CORPORATE VOTE

The Board of Directors or LLC Managers of

JOE & CHLOE GAS INC

Entity Name

duly voted to apply to the Licensing Authority of

LAKEVILLE

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

GILBERT ISSA

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

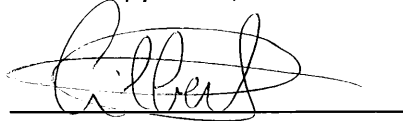
"VOTED: To appoint

GILBERT ISSA

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



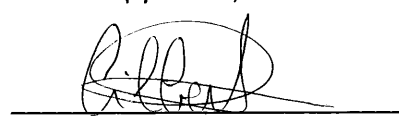
Corporate Officer /LLC Manager Signature

Gilbert Issa

(Print Name)

For Corporations ONLY

A true copy attest,

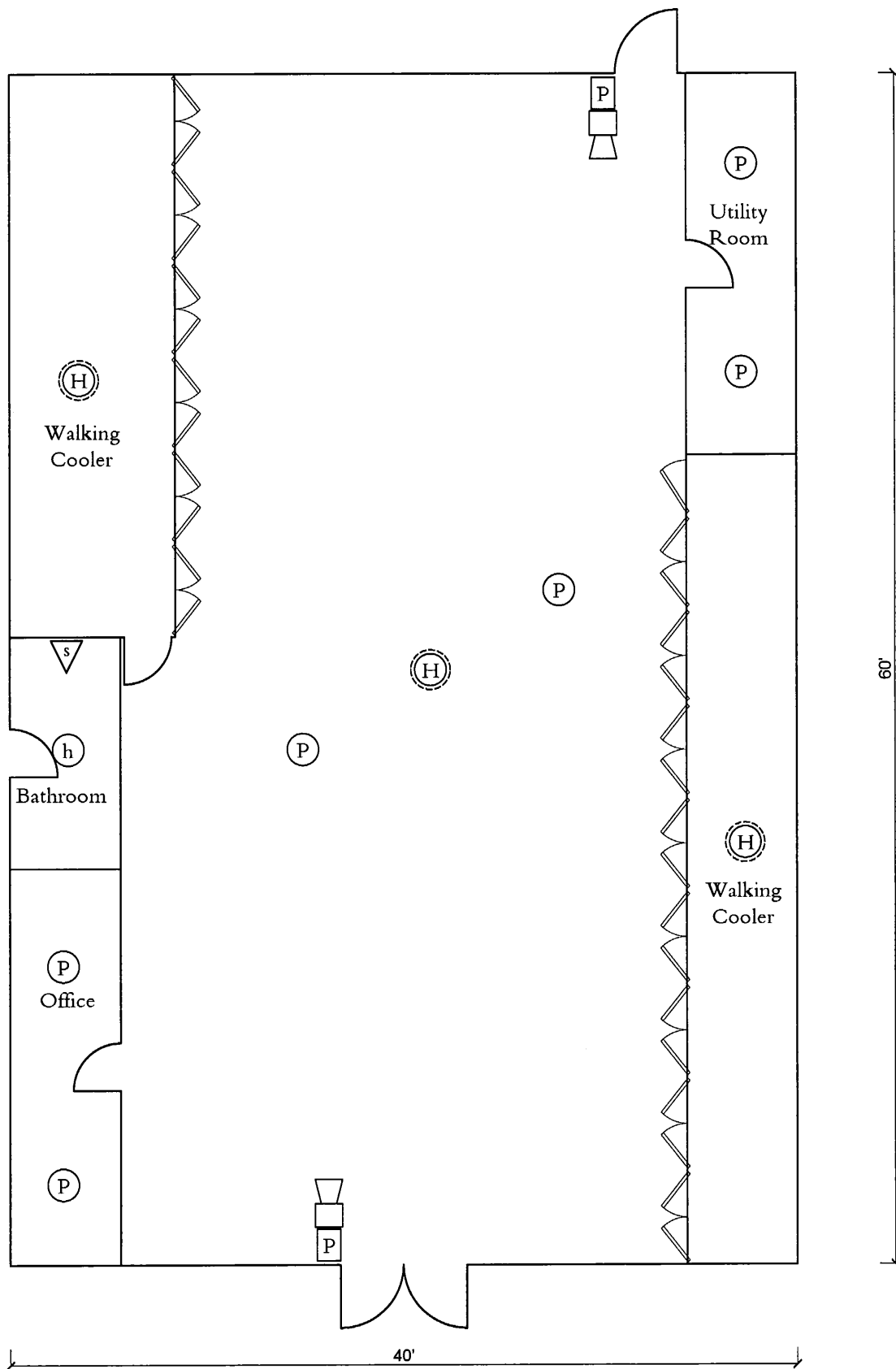


Corporation Clerk's Signature

Gilbert Issa

(Print Name)

JOE'S Gas RT18  
33 Bedford Street  
Lake ville -MA-02347





Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1982770464  
Notice Date: July 5, 2023  
Case ID: 0-002-096-410



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GULF RESOURCES INC LD SVS  
275 MARTINE ST  
FALL RIVER MA 02723-1516

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, GULF RESOURCES INC LD SVS is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Maura Healey  
GOVERNOR  
Kim Driscoll  
LT. GOVERNOR



429944780

Lauren E. Jones  
SECRETARY  
Katie Dishnica  
DIRECTOR

GULF RESOURCES INC LD SVC  
275 MARTINE STREET  
FALL RIVER, MA 02723

EAN: 82554100  
July 05, 2023

Certificate Id:72070

The Department of Unemployment Assistance certifies that as of 7/5/2023 ,GULF RESOURCES INC LD SVC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Katie Dishnica, Director

Department of Unemployment Assistance



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**Articles of Organization**

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001660519

**ARTICLE I**

The exact name of the corporation is:

JOE & CHLOE GAS, INC.

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

1-TO CONDUCT THE BUSINESS OF FILING AND SERVICE STATION WHICH BUSINESS SHALL INCLUDE THE DEALING OF GASOLINE AND ALL OTHER PETROLEUM PRODUCTS; ALL KINDS OF OILS AND PRODUCTS USED FOR MOTOR FUEL OR LUBRICATION; ALL MANNER OF ACCESSORIES AND APPLIANCES TO BE USED ON MOTOR VEHICLES OF EVERY DESCRIPTION; AND STORING OF MOTOR VEHICLES, AND IN THE FURTHERANCE OF SUCH BUSINESS TO ESTABLISH OFFICES IN ANY CITY, COUNTY, TOWN, STATE OR COUNTRY, AND ALL SUCH LAWFUL THINGS IN AND ABOUT THE CONDUCT OF SUCH BUSINESS AS ARE USUAL AND NECESSARY IN SUCH ENTERPRISE. 2- TO PURCHASE, SELL, LEASE, MAKE REPAIRS TO AND STORE AUTOMOBILES, THEIR PARTS AND ACCESSORIES, AND BUY, SELL, OWN LEASE AND OPERATE GARAGES, SERVICE STATIONS 3-TO OWN AND OPERATE CONVENIENCE STORE AND SELL FOOD, MILK PRODUCTS TO DO ALL THINGS INCIDENTAL THERETO. 4- TO CARRY ON ANY OTHER BUSINESS OR ACTIVITY WHICH MAY BE LAWFULLY CARRIED ON BY A CORPORATION ORGANIZED UNDER THE BUSINESS CORPORATION LAW OF THE COMMONWEALTH OF MASSACHUSETTS, WHETHER OR NOT RELATED TO THESE REFERRED TO IN THE FOREGOING PARAGRA

**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	20,000	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

#### ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NONE

#### ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

#### ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

1-TO CONDUCT THE BUSINESS OF FILING AND SERVICE STATION WHICH BUSINESS SHALL INCLUDE THE DEALING OF GASOLINE AND ALL OTHER PETROLEUM PRODUCTS; ALL KINDS OF OILS AND PRODUCTS USED FOR MOTOR FUEL OR LUBRICATION; ALL MANNER OF ACCESSORIES AND APPLIANCES TO BE USED ON MOTOR VEHICLES OF EVERY DESCRIPTION; AND STORING OF MOTOR VEHICLES, AND IN THE FURTHERANCE OF SUCH BUSINESS TO ESTABLISH OFFICES IN ANY CITY, COUNTY, TOWN, STATE OR COUNTRY, AND ALL SUCH LAWFUL THINGS IN AND ABOUT THE CONDUCT OF SUCH BUSINESS AS ARE USUAL AND NECESSARY IN SUCH ENTERPRISE

**Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.**

#### ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

**Later Effective Date: Time:**

#### ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

**a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:**

Name: GILBERT J ISSA  
No. and Street: 3 CHGARLESGATE ROAD  
City or Town: WALPOLE State: MA Zip: 02081 Country: USA

**c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	GILBERT J ISSA MA	3 CHGARLESGATE ROAD

		WALPOLE, MA 02081 USA
TREASURER	GILBERT J ISSA MA	3 CHGARLES GATE ROAD WALPOLE, MA 02081 USA
SECRETARY	GILBERT J ISSA MA	3 CHGARLES GATE ROAD WALPOLE, MA 02081 USA
DIRECTOR	GILBERT J ISSA MA	3 CHGARLES GATE ROAD WALPOLE, MA 02081 USA

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

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

GASOLINE STATION & CONVENIENCE STORE

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

No. and Street: 33 BEDFORD ST  
City or Town: LAKEVILLE State: MA Zip: 02347 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 3 CHGARLES GATE ROAD  
3 CHGARLES GATE ROAD  
City or Town: WALPOLE State: MA Zip: 02081 Country: USA  
which is

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

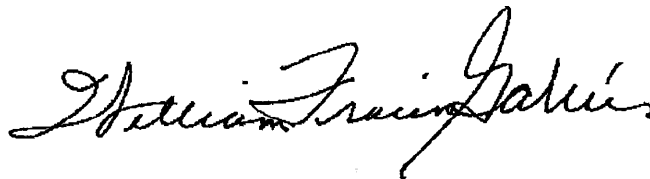
Signed this 28 Day of May, 2023 at 1:47:08 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

GILBERT J ISSA

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

May 28, 2023 01:39 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**COMMERCIAL REAL ESTATE  
PURCHASE AND SALE AGREEMENT**

Re: 33 Bedford Street Lakeville MA

Agreement made this 16 day of May, 2023

1.) **PARTIES AND MAILING ADDRESSES:** Bedford Holdings, LLC, a Massachusetts limited liability company with principal offices at 275 Martine Street, Suite 110, Fall River MA 02723 ("Seller"), agrees to sell and Alpha Realty Holdings, LLC of 280 Ayer Road, Harvard, MA 01451 or nominee (hereinafter collectively the "BUYER"), agrees to BUY, upon the terms hereinafter set forth, the following described premises, business, and equipment.

2.) **REAL ESTATE DESCRIPTION:**  
The land with the buildings thereon located at 33 Bedford Street Lakeville MA Massachusetts as described in that certain Deed into Seller recorded with the Plymouth County Registry of Deeds in Book 37741, Page 198 (hereinafter "33 Bedford" or the "Property").

All property to be conveyed hereunder, and under that certain 33 Bedford Asset Sale Agreement by and between Buyer and Gulf Resources, Inc., under a Purchase and Sale agreement by and between Buyer and Hathaway Holdings, LLC regarding the sale of 380 Hathaway Road New Bedford MA and under that certain 380 Hathaway Asset Sale Agreement (each related to 380 Hathaway Road New Bedford ("New Bedford Property")) shall convey contemporaneously and together. Any breach, default or termination of any such Agreement shall be deemed to each of the 4 agreements. Sellers and Gulf Resources, Inc. are not obligated to convey any such property separately.

Inventory: The sale price does not include the value of gasoline inventory or convenience store inventory at the time of conveyance which is the subject of an Asset Purchase Agreement of even date herewith.

Seller shall not enter into any new leases or operational contracts for the Property and will not modify or terminate any of said leases or contracts without Buyer's prior written approval. This provision will terminate at Closing or when this Agreement is duly terminated as set forth herein. At closing, Seller and Gulf Resources, Inc. shall terminate their lease and provide and record a Notice of Termination of Lease.

All property conveyed hereunder shall be conveyed in "as is" and "as seen" condition without Seller representation or warranty. Buyer is an experienced commercial investor and operator of gasoline stations and convenience stores, is familiar with the properties, and has examined the properties to Buyer's satisfaction.

3.) **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES:** Included in the sale as part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith unless expressly excluded herein (including without limitation the fuel dispensers, canopy, tanks and installed equipment ancillary thereto).

4.) TITLE DEED: Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except the following "Permitted Exceptions."

- a) Provisions of existing building and zoning laws;
- b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- c) Any liens for municipal betterments assessed after the date of this agreement;
- d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises as a gasoline service station/convenience store

5.) As a condition of Closing, Buyer shall complete its Title examination and shall notify Seller in writing of any objections or issues regarding title ("Buyer's Objections") to the Properties on or before 5:00 p.m. on the thirtieth (30<sup>th</sup>) day following the date hereof or the next business day following said 30-day period. In the event Buyer's title examination reveals matters which are not permitted exceptions, Buyer shall notify Seller in writing on or before the 30<sup>th</sup> day after the date hereof and Seller shall use diligent efforts to cure same as provided in Section 10 hereunder.

6.) PURCHASE PRICE: The agreed purchase price for said premises is FIVE MILLION And No/100 (\$5,000,000.00) Dollars, of which

\$ 250,000.00	have been paid as a deposit this day and
<u>\$ 4,750,000.00</u>	are to be paid at the time of delivery of the deed by wire transfer
	to be duly verified by the parties.
\$ 5,000,000.00	TOTAL

7.) 1031 EXCHANGE: Seller or Buyer may structure the sale as a so-called "IRC Sec. 1031" exchange or by use of a deferred sales trust or other structure. Each party agrees to and shall cooperate with such method of sale, including by executing notices, assignments and the like, provided that neither party shall incur any expense with regard to same or that any such expense is reimbursed by Seller or Buyer, as the case may be.

8.) TIME FOR PERFORMANCE: DELIVERY OF DEED: Such deed is to be delivered on/before 12:00 o'clock P.M. on or before the date 60 calendar days after this Agreement is signed by both parties and if said date is not a business day, then the next business day thereafter (said date of signing the "Effective Date") at the office of Buyer's attorney. It is agreed that time is of the essence of this agreement. Seller need not attend the closing in person provided that Seller shall deliver a deed and other closing documents to the Settlement Agent prior to closing, to be held in escrow pending closing.

9.) POSSESSION AND CONDITION OF PREMISES: Full possession of said premises, free of tenants and occupants as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are,

reasonable use and wear thereof excepted; (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof.

10.) EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM: If the SELLER shall be unable to give title or to make conveyance; or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Seller shall not be required to expend more than \$25,000 hereunder, inclusive of attorney's fees.

11.) FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM: If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12.) BUYER'S ELECTION TO ACCEPT TITLE: The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title

13.) ACCEPTANCE OF DEED: The acceptance and recording of a deed and bill of sale by the BUYER or their nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14.) USE OF MONEY TO CLEAR TITLE: To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, in accordance with the usual and customary conveyancing practices.

15.) INSURANCE: Until the delivery of the deed, the SELLER shall maintain insurance coverage on the premises as follows:

*Type of Insurance*

*Amount of Coverage*

(a) Fire and Extended Coverage

\$ As presently insured

Risk of loss to remain with SELLER until the recording of the deed.

16.) ADJUSTMENTS: Collected rents, applicable water and sewer use charges and taxes for the then current fiscal year shall be apportioned as of the day of performance of this agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Inventory,

including without limitation gasoline, diesel, fuel, and store inventory, shall be appraised as of the day of closing and the purchaser under the Asset Purchase Agreement as of the date hereof shall pay separately and in addition to the Purchase Price for said inventory.

17.) ADJUSTMENT OF UNASSESSED AND ABATED TAXES: If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18.) BROKER'S FEE: Buyer and Seller represent to one another that neither has retained the services of a broker of finder to whom a fee would be payable in connection with this transaction, which representation shall survive the closing.

19.) RESERVED.

20.) DEPOSIT: All deposits made hereunder shall be held in escrow by Jeffrey M. Lovely, Esq. as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and the BUYER or by a court of competent jurisdiction. The deposits shall be held in a non-interest bearing "IOLTA" account.

21.) BUYER'S DEFAULT; DAMAGES: If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the SELLER'S sole remedy at law or in equity.

22.) LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.: If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER nor BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

23.) REPRESENTATIONS: Seller makes only the representations to Buyer which are set forth below, which may be repeated in the Closing Documents. Buyer acknowledges (a) that Buyer has entered into this Agreement with the intention and obligation of making and relying upon its own investigation of the physical, environmental, economic and legal condition of the Property, and (b) that, other than as specifically set forth below in this Section 23, Seller is not making and has not at any time made any representation or warranty of any kind or nature, either oral or written, directly or indirectly, expressed, implied, statutory or otherwise, with respect to the Property, including, without limitation, representations or warranties as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, latent or patent physical or environmental condition, health or safety matters, utilities, operating

history or projections, valuation, projections, the applicability of any laws, rules or regulations or compliance therewith.

Seller shall not be obligated to make any new or amended representation or warranty in any Closing Document, but if asked shall certify that there have been no material changes to the representations made herein.

~~DPH~~      ~~SUBJECT TO PZB DPH~~

~~Based upon Buyer's familiarity with the Property,~~ Buyer's due diligence relating to the Property and Buyer's experience and knowledge as to the market in which the Property is situated and as to investment in and operation of real estate in the nature of the Property and commercial real estate in general, Buyer shall purchase the Property on the Closing Date in its "AS IS, WHERE IS AND WITH ALL FAULTS" condition, without any representation or warranty whatsoever, as aforesaid, except as set forth in this Section 4.1 and the Closing Documents, and Buyer fully assumes the risk that adverse latent or patent physical, structural, environmental, economic or legal conditions may not have been revealed by Buyer's investigations. Seller and Buyer acknowledge that the Purchase Price to be paid to Seller for the Property has taken into account that the Property is being sold subject to the foregoing provisions of this Section 4.1.

Subject to the foregoing, Seller hereby represents to the best of Seller's information and belief to Buyer as of the Effective Date, and as of the Closing Date, as follows:

Organization and Authority. This Agreement has, and as of Closing, all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller have or shall have, been duly authorized, executed and delivered by Seller and all consents required under Seller's organizational documents or by law have been obtained. All documents that are to be executed by Seller and delivered to Buyer on the Closing Date have been, or on the Closing Date will be, duly executed, authorized and delivered by Seller. This Agreement and all such documents are, and on the Closing Date will be, legal, valid and binding obligations of Seller, enforceable in accordance with their terms and do not, and, at the time of the Closing Date will not, violate any provisions of any agreement or judicial or administrative order to which Seller is a party or to which Seller or the Property (or any portion thereof) is subject. Seller is duly formed, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

Litigation. There are no existing legal actions, suits or similar proceedings filed against, served upon or pending against Seller or the Property, or to Seller's knowledge, threatened against Seller or the Property, which if adversely determined, would adversely affect Seller's ability to consummate the transactions contemplated by this Agreement or are not otherwise covered by Seller's insurance.

Bankruptcy. No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or, to Seller's knowledge, threatened, against Seller.

Service Contracts. Except for fuel supply contract referenced on the list of Contracts attached hereto as Exhibit C, there are no Contracts in effect entered into by Seller which will affect the Property or operations of the Property after Closing, whether by their terms or through Seller terminating them as of or prior to the Closing. Seller has provided Buyer with

true, correct and complete copies of all of the Contracts listed on Exhibit C, including all amendments and modifications thereto, prior to the execution of this Agreement by Buyer and Seller. To Seller's knowledge, Seller has not given to any party under the Contracts nor to its knowledge received from any such party any written notice of default that remains uncured under any of the Contracts on the Effective Date.

Leases. There are no leases or other occupancy agreements with tenants in effect which will affect the Property after Closing.

No Condemnation Violations. There are no pending or, to Seller's knowledge, threatened condemnation proceedings affecting the Property. Seller has received no written notice (that remains uncured) from any government agency having jurisdiction over the Property of a material violation of any building, fire, health or other law, including without limitation any Environmental Law, applicable to the Property, or any part thereof, during Seller's ownership of the Property.

Non-Foreign Person. Seller is not a "foreign person," "foreign trust" or "foreign corporation" within the meaning of the United States Foreign Investment in Real Property Tax Act of 1980 and the Internal Revenue Code of 1986, as subsequently amended.

ERISA. Seller is not an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), and, to Seller's knowledge, Seller's assets do not constitute "plan assets" within the meaning of the "plan asset regulations" (29 C.F.R. Section 2510.3-101), and Seller's disposition of the Property will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

OFAC. Neither Seller nor, to Seller's knowledge any of its equity owners or any of its or their respective employees, officers or directors, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury ("OFAC") (including those named on OFAC's Specially Designated and Blocked Persons List) or under any similar statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.

Collective Bargaining Agreements. Seller is not a party to or bound by any Collective Bargaining Agreement or Neutrality Agreement.

Employees. Seller has no employees.

Assessments. Seller has not received written notice from and is not aware of any existing or contemplated special assessments or betterments affecting the Property.

Options. Seller has not granted any option, right of first refusal or similar right in favor of any person or entity (other than Buyer) to purchase or otherwise acquire the Property or any portion thereof or interest therein.

Environmental. The gasoline station operation of Seller's tenant, Gulf Resources, Inc. involves the storage and sale of gasoline and diesel fuel products. To the best of Seller's knowledge and belief, there have no releases of oil or hazardous waste on or about the Premises. The Seller has previously provided to Buyer all environmental reports, studies and audits of the Property or any portion thereof in Seller's possession. Seller is not aware of any environmental issue not referenced in the materials provided.

Governmental Obligations. Seller has not entered into any commitments or other agreements with any governmental authorities or agencies affecting the Property that are not recorded in the applicable Registry of Deeds.

No Tax Appeal. There are no tax appeal proceedings pending with respect to the Property or any portion thereof.

The representations of Seller set forth in this Section 23 and any Closing Documents, as updated as of the Closing in accordance with the terms of this Agreement, shall survive Closing for a period of two (2) months. Seller shall have no liability to Buyer for a breach of any representation unless written notice containing a description of such breach shall have been given by Buyer to Seller prior to the expiration of said two (2) month period, provided, however, that in no event shall Seller have any liability in excess of the lesser of (a) actual damages incurred by Buyer, exclusive of attorney's fees, or (b) One Hundred Thousand and No/100 Dollars (\$100,000.00) with respect to any such claims. The reference to "Seller's knowledge" as used in this Section 23 shall be deemed to mean the knowledge of Paul Carrigg, the manager of Seller, and Richard Carrigg, and the persons associated with Seller who are most knowledgeable about the Property and Seller's affairs (the "**Designated Individuals**"). Notwithstanding anything to the contrary contained herein, the designation of the Designated Individuals shall in no event expose any Designated Individual to personal liability hereunder on account of a breach by Seller of any representation or warranty contained herein, all such liability residing only with Seller.

24.) MORTGAGE CONTINGENCY CLAUSE: Intentionally Omitted. Buyers' obligations hereunder are not conditioned on Buyers' ability to obtain financing.

25.) ADDITIONAL DOCUMENTS: The SELLER shall furnish to the BUYER, upon the delivery of the deed such affidavits and certifications as may be customarily required by buyer's counsel or title insurance company including (i) a non-foreign affidavit in the compliance with the applicable provisions of the Deficit Reduction Act of 1984; (ii) an affidavit to any company providing title insurance to the BUYER, which affidavit shall state that there is no person to whom a debt is due for labor performed or materials furnished to the premises in connection with the performance of any work thereon, and that no parties other than those specified in said affidavit are in occupancy of any portion of the premises; and (iii) such additional affidavits and certificates, including certificates from the local fire department stating that said premises have been equipped with approved smoke and carbon monoxide alarms in conformity with applicable law, as the BUYER or the BUYER's mortgage lender may reasonably request. With the exception of a customary form of Mechanic Lien/Parties in Possession Affidavit, Seller shall not be required to sign a so-called survey affidavit or any document that makes any representation as to boundaries, title, encroachments, or compliance

with zoning, building or other laws, nor shall Seller sign any document which creates a post-closing liability for attorney fees or requires Seller to indemnify, hold harmless or defend any lender loaning funds to Buyer, except, subject to the provisions of Par. 23, for documents customarily signed at closing. Seller shall not be required to edit any document presented that does not conform to the foregoing. Furthermore, the parties acknowledge and agree that the Seller's refusal to sign any document that does not comply with the foregoing shall not be considered a breach of this Agreement.

26.) NOTICES: All notices under this Purchase and Sale Agreement shall be given by certified mail, with a simultaneous copy by email to

To Buyer: Philip Lombardo, Esq.  
41 North Road, Suite 203  
Bedford, MA 01730  
Tel: 781-538-6894  
Cell: 508-769-3958  
plombardo@pclombardolaw.com

To Seller: Jeffrey M. Lovely, Counselor At Law  
Post Office Box 510  
6 Railroad Ave.  
Foxboro MA 02035  
Tel: 508 698 3000  
cell: 508 243 3983  
lovelylaw3000@gmail.com and  
pcarrigg@bristolpacific.com

27. CONSTRUCTION OF AGREEMENT: This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, set forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

## **28. Access, Inspection, Due Diligence and Property Materials**

**Access and Inspections.** Buyer and any representative of Buyer (a "Buyer Representative"), shall have the right, at all mutually agreeable times, and from time to time, subject to rights of the existing tenants under the Leases, to enter the Property prior to the Due Diligence Expiration Date to inspect the Property collecting information for permitting purposes, site planning, making general inspections, and conducting other due diligence on the Property that Buyer deems necessary or desirable to determine whether the Property is suitable for Buyer's purposes including, if required, subsurface testing.

Provided, however, subsurface testing on the Property shall be permitted only if the environmental consultant retained by Buyer recommends such testing after conducting a phase one environmental site assessment, subject to Seller's approval of the scope and locations of such testing, such approval not to be unreasonably withheld, conditioned, or delayed, and the Due Diligence Expiration Date, as defined below, shall be extended only with respect to Buyer's environmental review for such period of time as shall be necessary for Buyer's environmental consultant to undertake such testing and for Buyer to receive and analyze the results thereof, but in no event shall the closing date be extended for any such additional time without Seller's consent, which it may withhold in its discretion.

Seller will reasonably cooperate with Buyer to assist Buyer in gaining such access, and Seller shall be entitled to have a representative present during any such visits or investigations. Buyer's right of access herein granted is subject to the rights of tenants under the Leases. All work shall be at Buyer's sole expense and sole risk. In the event that any Property is damaged or disturbed as a result of Buyer's inspections or studies, Buyer shall be responsible for immediate restoration of the Property substantially to its condition prior to making such inspections and studies. Buyer agrees to indemnify, defend and hold Seller harmless with respect to any Buyer and/or third-party claims for losses, claims, damages or injuries resulting from any actions hereunder of Buyer, or its employees, agents, contractors or invitees during its or their entry onto the Premises pursuant to this paragraph.

**Reports.** Buyer will, promptly upon Seller's written request—and not otherwise--provide Seller with a copy of any study, report or evaluation ("**Reports**") relating to the presence or non-presence of Hazardous Material on or about the Property. In the event Buyer terminates this Agreement for any reason other than a Seller Default, Buyer shall, upon the written request of Seller—and not otherwise--, promptly deliver to Seller copies of any third- party reports prepared for Buyer in connection with Buyer's investigation of the Property.

**Due Diligence Materials.** Within three (3) Business Days after the Effective Date, Seller will make available to Buyer non-proprietary materials, data and other information, if any, as listed on Schedule A, attached hereto (the "**Due Diligence Materials**").

**Due Diligence Period.** Buyer shall have the right, at any time on or before 5:00 p.m. Eastern Time on the thirtieth (30<sup>th</sup>) day following the Effective Date (or, the next business day thereafter if said date is non-business day) (the "**Due Diligence Expiration Date**"), , to review materials provided by Seller (previously and to be provided hereunder) and complete its title examination and complete its investigations and notify Seller whether or not Buyer elects to proceed with the transaction described herein, whether for any reason or no reason. If Buyer

delivers written notice terminating this Agreement (a "Notice to Terminate") prior to the Due Diligence Expiration Date, the Escrow Agent shall remit the Deposit to Buyer, and this Agreement shall be null and void without recourse to either party hereto and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Buyer does not timely deliver a Notice of Termination prior to the Due Diligence Expiration Date, Buyer shall be deemed to have waived such election.

29: Title 5 Compliance: Prior to the Closing, the Seller shall repair or replace the subsurface disposal system according to all State and local requirements, having obtained all required permits and licenses (including final inspection and sign-offs). Buyer shall have the right to approve the design plans for said repair, such approval not to be unreasonably withheld or delayed.

Should said system repair not be completed by the Closing Date, so long as all approvals have been obtained and work is scheduled or ongoing, a portion of the sale proceeds shall be placed in escrow in accordance with a mutually acceptable escrow agreement. The amount to be set aside shall equal 150% of the estimated costs remaining with respect to said repair.

Signature page follows:

Executed as of May 16, 2023.

Seller:

Bedford Holdings, LLC

By: 

PAUL C. C. 2, Jr. Manager

Buyer:

Alpha Realty Holdings, LLC

By: 

D.P. Higgins, Jr. Manager

## Schedule A

**Due Diligence Materials—Applicable to materials and information within Seller's possession, custody and control only and without the obligation to create or prepare new documentation:**

1. Fuel supply contract
2. Copies of real estate tax bills (including special assessments) for the Property for the period for the prior three (3) years, including evidence of payment.
3. All third-party reports, if any, relating to the physical and structural condition of the Property, including as applicable, without limitation, engineer, mechanical, roof, environmental, seismographic and concerning compliance with the Americans with Disabilities Act.
4. Copies of all plans, permits, licenses and approvals relating to the Property. (already provided to Buyer)
5. Most recent boundary and title survey of the Property, including a legal description and copies of any title exceptions noted thereon.
6. Copies of any outstanding and/or uncured notices of violations of any federal, state, municipal or other health, fire, building, zoning, safety, environmental protection or other applicable codes, laws, rules, regulations or ordinances relating or applying to the Property, if any.
7. List of all litigation pending against the Property or Owner which relates to the Property, if any
8. Copies of all unrecorded covenants, easements, conditions agreements, and restrictions relating to the Property if binding on Buyer after the closing.
9. Most current title policy, including copies of all exceptions listed thereon.
10. Plans and information regarding any utilities that exist at the Property and/or located in the roadways that abut the Property.

**Exhibit A**

**List of Contracts**

1. Fuel supply contract Global

**Exhibit B**

**Form of Bill of Sale**

**BILL OF SALE**

Bedford Holdings, LLC, a Massachusetts limited liability company ("**Seller**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to Alpha Realty Holdings, LLC of 280 Ayer Road, Harvard, MA 01451 (or nominee) ("**Buyer**"), all of Seller's right, title and interest in and to the following (specifically excluding any property owned by tenants under any leases (the "**Personal Property**"): (i) mechanical systems, fixtures and equipment comprising a part of 33 Bedford Street Lakeville MA (the "**Property**"); (ii) maintenance supplies, equipment and tools, if any, but only to the extent owned by Seller and used exclusively in connection with, and located in or on, the Property; and (iii) signs situated on or at the Property, but specifically excluding from the Personal Property all property leased by Seller, as described on Exhibit A attached hereto, to have and to hold the Personal Property unto Buyer, its successors and assigns, forever.

Except as set forth above and in the Purchase and Sale Agreement by and between Seller and [Buyer] dated as of May \_\_\_\_\_, 2023 (the "**Purchase Agreement**"), Seller grants, bargains, sells, transfers and delivers the Personal Property in its "AS IS" condition, WITH ALL FAULTS, IF ANY, and makes no representations or warranties, direct or indirect, oral or written, express or implied, as to title, encumbrances and liens, merchantability, condition or fitness for a particular purpose or any other warranty of any kind, all of which representations and warranties are expressly hereby disclaimed and denied.

Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

*[Remainder of Page Intentionally Blank]*

Exhibit C

**Form of Assignment and Assumption of Contracts**

**ASSIGNMENT AND ASSUMPTION OF INTEREST IN CONTRACTS**

**DATE:** May 16<sup>th</sup>, 2023

**ASSIGNOR:** Hathaway Holdings LLC

**ASSIGNEE:**

**RECITALS:**

WHEREAS, Assignor and [Assignee] have entered into that certain Purchase and Sale Agreement dated as of May 16, 2023 (the "**Purchase Agreement**"), wherein Assignor agreed to sell and [Assignee] agreed to buy that certain real property commonly known as 33 Bedford Street, Lakeville MA and the improvements located thereon (the "**Property**");

WHEREAS, Assignee desires to assume and Assignor desires to assign to Assignee certain contracts related to the Property, which contracts are more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Contracts**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title, and interest in, to and under the Contracts, to the extent they affect the Property from and after the date hereof.
2. **Assumption.** Assignee hereby accepts the foregoing assignment by Assignor and the Assignee assumes all of the Assignor's obligations under the Contracts from and after the date hereof.
3. **Assignor's Indemnity.** Assignor hereby agrees to indemnify, defend, and hold Assignee harmless from and against any and all loss, cost, expense, damage or liability (including, but not limited to, reasonable attorneys' fees and expenses) arising from or occasioned by the failure of Assignor to perform any obligations under any of the Leases prior to the date of this Assignment.
4. **Assignee's Indemnity.** Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against all loss, cost, expense, damage or liability (including, but not limited to, reasonable attorneys' fees and costs) arising from or occasioned by Assignee's failure to perform any obligations undertaken by Assignee hereunder arising from and after the date of this Assignment.

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5. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
6. Construction: Definitions. This Assignment shall be construed according to the laws of the Commonwealth of Massachusetts. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.
7. Counterparts. This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.

[Remainder of Page Intentionally Blank]

**ASSET PURCHASE AND SALE AGREEMENT**  
**33 Bedford Street Lakeville MA**

Agreement made as of this 16 day of May, 2023, by and between Gulf Resources, Inc., a Massachusetts corporation with a principal place of business at 275 Martine Street, Suite 10, Fall River MA 02723 ("Seller") and Alpha Realty Holdings, LLC of 280 Ayer Road, Harvard, MA 01451 or nominee ("Buyer").

WHEREAS, the Seller represents and warrants that it is the owner and by its agents, servants or employees the operator of a gasoline and convenience store business located at 33 Bedford Street, Lakeville MA (the "Business"), and

WHEREAS, the Seller desires to sell and the Buyer desires to purchase and acquire certain assets of the Business as set forth in Exhibit A-1, subject to the Exclusions listed in Exhibit A-2, excluding any and all inventory (hereinafter collectively called the "Assets").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree:

ARTICLE 1  
SELLER'S COVENANTS

The Seller covenants and agrees:

1.1 To assign, transfer and deliver the Assets to the Buyer, at the time set for the passing of all papers and the consummation of the transaction contemplated hereby (hereinafter the "Closing"). Title to the Assets to be transferred hereunder shall be a good clear and marketable title, free and clear of all liens, security interests, debts, claims, and other encumbrances unless otherwise set forth herein. The transfer shall be evidenced by a Bill of Sale as set forth in Exhibit B hereto. The Assets shall, at the Closing, be delivered "as is" and "where is".

1.2 To deliver to the Buyer at the Closing a Certificate executed by the Secretary of the Seller certifying that (i) Seller is a corporation duly organized and validly existing under the laws of the Commonwealth of Massachusetts; (ii) meetings of the stockholders and directors of the Seller have been duly called and held, at which meetings authorization was voted for the sale contemplated in this Agreement; and (iii) the President and/or Treasurer of the Seller or other signatory was duly authorized to execute and deliver this Agreement, the Bill of Sale, Assignments, and any and all other documents and instruments reasonably required by the Buyer or its attorney to effectuate and carry out the intent of this Agreement.

1.3 To furnish the Buyer at the time of the Closing, a Certificate of Good Standing issued by the Massachusetts Secretary of State and an Excise Tax Lien Waiver from the Massachusetts Department of Revenue as to the Assets.

1.4 That at the Closing, the Seller will deliver to the Buyer, assignments of all warranties, leases, and service agreements and any and all other agreements, to the extent assignable, if any, relating to the Assets.

1.5 At the Closing, the Seller shall deliver to the Buyer the following:

- a. The Bill of Sale, Assignments and all other documents, instruments, and agreements referred to in this Agreement.
- b. An assignment of the Seller's beer and wine sales license.
- c. Secretary's certificates and such certificates from public officials relating to legal existence and corporate good standing, charter or organizational documents of the Seller.
- d. Such discharges, termination statements, releases and the like with respect to the Assets as the Buyer may reasonably request in conformity with local conveyancing practice.

## ARTICLE 2 SELLER'S REPRESENTATIONS

Seller hereby states, to the best of Seller's information and belief, the following representations:

2.1 It is the owner of and has good clear and marketable title to all of the Assets, free from all encumbrances, except for such liens, debts, security interests, and other encumbrances which will be released in connection with the Closing (individually and collectively the "Liens").

2.2 It has paid or will pay in full to the time of Closing all withholding, sales, social security, unemployment insurance and all other taxes, assessments and charges due and owing to the city, state and federal governments and all appropriate governmental authorities.

2.3. Seller is a corporation duly organized, validly existing and in good standing under the laws of Commonwealth of Massachusetts and has all requisite corporate power and authority to own and operate its properties and to carry on its businesses as was formerly being conducted. Seller has duly filed any and all corporate certificates and reports required to be filed to date under the laws of the jurisdiction of its incorporation. This Agreement and all instruments and agreements delivered in connection herewith now and at Closing and therewith are the valid and binding obligations of the Seller, enforceable against each of them in accordance with their respective terms.

2.4 Bankruptcy. Neither Seller nor its owners, (i) is in receivership or dissolution, (ii) has made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature, (iii) has been adjudicated a bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the Federal bankruptcy law or any other similar law or statute of the United States or any jurisdiction and no such petition has been filed against Seller or any of its general partner(s), if any, or (iv) to the best of its knowledge, none of the foregoing are pending or threatened.

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**2.5 Liens.** No lien, other than a lien for excise taxes not yet due and payable, encumbers or affects title to the Property. There is no claim, action, litigation, arbitration or other proceeding pending or, to the best of Seller's knowledge, threatened against Seller which relates to the Property or the transactions contemplated hereby or which could result in the imposition of a lien against the Property or an action against Purchaser. If Seller receives notice of any such claim, litigation or proceeding prior to the Closing, Seller shall promptly notify Purchaser of the same in writing.

**2.6 Binding Commitments.** Seller has not made and will not make any commitments or representations to the applicable governmental authorities, any adjoining or surrounding property owners, any civic association, any utility, or any other person or entity that would in any manner be binding upon Purchaser or the Property. To the best of Seller's knowledge, no such commitments or representations were made by any of Seller's predecessors-in-interest.

**2.7 Pending Actions.** There is no action, proceeding (zoning, environmental or otherwise), governmental investigation or litigation pending or, to the best of Seller's knowledge, threatened against the Property or Seller, which could, in any manner, adversely affect the transactions contemplated in this Agreement or adversely affect the Property after Closing, nor, to the best of Seller's knowledge, is there any basis for any such action, proceeding, investigation or litigation.

**2.8 Condemnation.** There are no existing, pending, or, to the best of Seller's knowledge, threatened condemnation, incorporation, annexation or moratorium proceedings affecting the Property (or any portion thereof).

**2.9 Notice or Knowledge of Violation.** Seller has not received any written notices from any federal, state, county or municipal agency or authority claiming a material violation or breach of any laws, ordinances, orders, regulations or guidelines affecting the Property, which breach or violation has not been cured by Seller and Seller is not aware of any such violations.

**2.10 Insurance.** Seller has not received any written notices from any insurance company claiming any violation of the terms of any insurance policy, or requiring any changes or alterations to the Property as a condition to continuing coverage under any insurance policy or denying insurance coverage for any reason.

**2.11 Payment of Taxes and Utilities.** Seller is not delinquent in the payment of any tax (sales or otherwise) bills, utility bills or bills or invoices actually received from any vendor or contractor providing goods or services to the Property, or otherwise arising out of the ownership, operation and/or maintenance of the Property. Seller has timely filed all tax returns and paid all withholdings to the MA Department of Revenue and IRS.

**2.12 Contracts; Leases.** There are no leases, commitments, contracts, licenses, options or other agreements of any kind affecting or relating to the Property except as set forth below and there are no defaults by either party under any of said contracts

Fuel Supply Contract

2.14 True and Complete Copies. To the best of Seller's knowledge, (a) unless expressly stated otherwise, all documents delivered by Seller or its agents to the Purchaser pursuant to or in connection with this Agreement are true, complete and correct copies or originals; and (b) to the best of Seller's knowledge, none of the information contained therein is materially inaccurate.

2.15 FIRPTA. Seller is not a "foreign person" as that term is used in Section 1445(f)(3) of the United States Internal Revenue Code of 1986, as amended.

2.16 There are no judgments, litigation, actions, liens, hearings, claims (including without limitation workmen's compensation and employee claims) or proceedings outstanding, ongoing, pending or threatened against the Seller, the Business or the Assets or instituted by the Seller in any court, venue or jurisdiction now or at the time of the Closing.

### ARTICLE 3 BUYER'S COVENANTS

The Buyer covenants and agrees:

3.1 To pay as consideration to the Seller for the Assets a total purchase price of \$250,000 in the following manner:

\$	0	As a deposit upon the execution of this Agreement
\$	250,000	Additionally at the time of Closing in cash or by bank or certified check(s) or wire (subject to mutual verification of the parties).

Allocation of purchase price: The parties agree that \$5,000 shall be allocated to FFE and \$245,000 shall be allocated to goodwill of the business.

3.2. That Buyer is an experienced owner and operator of gasoline and convenience store businesses, has inspected the assets and the property to Buyer's satisfaction and the Buyer agrees to and shall accept the assets at closing in "as is" and "where is" condition.

### ARTICLE 4 THE CLOSING

4.1 The Closing shall take place on or before noon the business day 60 calendar days after this agreement is signed by both parties (or the next business day thereafter), at the offices of Buyer's attorney. Time is of the essence of this Agreement. Buyer may waive any condition to the Closing in writing.

4.2 Any deposit made hereunder shall be held in escrow by Seller's attorney, Jeffrey M. Lovely in an IOLTA account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement.

4.3 In the event that (i) the Buyer fails to close as herein required and (ii) the Buyer is not otherwise excused by the provisions of this Agreement, the Buyer shall forfeit its deposit to the Seller as liquidated damages, which shall constitute the Seller's sole remedy at law and equity.

## ARTICLE 5 OTHER MATTERS

5.1 The Seller and Buyer agree that they and each of them will do all things, execute and deliver to the other all other papers and documents and do all acts which may now or hereafter be necessary, as reasonably determined by Buyer or Buyer's counsel, to effectuate the intent and purpose of this entire Agreement. Each party shall bear its own cost of professional services.

5.2 Buyer does not assume and is not hereby deemed to assume any liabilities, employee obligations, taxes, contracts, expenses, claims, accounts payable or indebtedness of the Seller of any nature whatsoever, whether absolute, contingent, accrued or otherwise.

5.3 All notices required or to be given hereunder shall be in writing and deemed duly given when placed in the US Mail, postage prepaid, or sent via facsimile, or e-mail, or delivered addressed as follows:

If to BUYER: Philip Lombardo, Esq.  
41 North Road, Suite 203  
Bedford, MA 01730  
Fax: 781-538-6831  
Email: [plombardo@pclombardolaw.com](mailto:plombardo@pclombardolaw.com)

and

If to SELLER: Jeffrey M. Lovely, Esquire  
6 Railroad Ave.  
P.O. Box 510  
Foxborough, MA 02035  
Telephone: 508-698-3000  
Fax: 508-543-0798  
E-mail: [lovelylaw3000@gmail.com](mailto:lovelylaw3000@gmail.com) and [pcarrigg@bristolpacific.com](mailto:pcarrigg@bristolpacific.com)

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

5.4 Any form of gender includes all genders, and forms of the singular or the plural include the other, when and where applicable. This Agreement and all other provisions hereof shall be

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binding upon and inure to the benefit of all the parties hereto, their heirs, executors, legal representatives, successors and assigns.

5.5 This Agreement executed in duplicate, is to take effect as a Massachusetts contract, and as a sealed instrument and sets forth the entire contract between the parties and may be modified only by a written agreement executed by the parties hereto. No provision hereof shall be deemed waived unless waived in writing by the party affected. Nothing contained herein shall confer any rights or benefits to any entity or persons who are not expressly a party hereto. Captions are for convenience only and do not affect the intent of the provisions hereof. This Agreement is the result of a combined effort of the parties and shall not be construed more severely against one of the parties than the other. The invalidity of any provision hereof shall not affect the remaining portions of such provisions hereof or of this Agreement.

5.6 Except as expressly set forth herein, Seller makes no warranty or representation that the Premises comply with current municipal, county, state or federal codes, ordinances, statutes, laws, regulations or the like, relating to zoning, buildings, environmental, health or fire or any involving the maintenance, operation or condition of the Premises. Buyer has assumed the responsibility and holds Seller harmless as to the suitability of the Premises for Buyer's occupancy.

5.7 Buyer and Seller mutually warrant and represent to each other that neither has dealt with a broker or salesperson in connection with this transaction, and that neither was directed to the other by any such agent or broker, and each agrees to indemnify and hold the other harmless against all costs, damages, expenses or liability, including attorneys fees, incurred by the other arising out of or resulting from breach of this warranty or failure of this representation. The provisions of this paragraph shall survive delivery of the deed.

5.8 In order to facilitate the execution and delivery of certain documents contemplated hereby, the parties grant to their respective attorneys the actual authority to execute and deliver on each party's behalf any (a) agreement modifying the time for the performance of any event hereunder, or (b) any notice that may be given under this Agreement, and the parties may rely upon the signature of such attorneys (including faxed and/or emailed and/or electronic and/or original signatures) unless they have actual knowledge that a party has disclaimed the authority granted herein.

5.9 This Agreement supersedes any other prior agreement of the parties concerning the transaction contemplated hereby with any such prior agreements becoming null and void upon the execution of this Agreement. This Agreement henceforth represents the complete and full agreement of the parties hereto, except as the agreement may be modified or altered by a written agreement signed by all the parties hereto.

5.10 In addition to the purchase price set forth in Section 3.1 of this Agreement, the Buyer shall pay all of the gasoline and convenience store inventory at the Seller's cost. The purchase price of gasoline inventory shall be the in-ground cost per gallon for each product multiplied by the number of gallons thereon. The value of the convenience store inventory shall be based on

Seller's cost. The gasoline and convenience store inventory shall be paid by the Buyer by bank or certified check on the date of closing or South Coast Development LLC check.

5.11 Adjustments shall be made at the time of the closing for the following: license fees, rent, security deposits, utility deposits, and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business.

5.12 The parties agree that the purchase price to be paid by the Buyer pursuant to the terms of this Agreement shall be allocated to equipment and goodwill as set forth in Paragraph 3.1 .

5.13 All information and materials provided by Seller to Buyer shall be kept confidential by Buyer, except Buyer may disclose such information to its accountants, attorneys, appraisers, representatives, and prospective lenders.

5.14 Conditions of Closing In addition to other conditions identified in this Agreement, Buyer's obligations to complete the transactions contemplated by this Agreement are subject to the following conditions:

(a) that Buyer has received all approvals necessary to operate the business as a gasoline station and convenience store, including without limitation the transfer of Seller's tobacco license (provided however, if the beer/wine license has not transferred, the closing shall take place nonetheless, with the Buyer not to sell beer and wine until the licenses are transferred and Seller shall continue to cooperate with Buyer following the closing as to said transfer). If buyer, having exercised reasonable due diligence to obtain a transfer of Seller's tobacco license or a new tobacco license prior to the Closing Date, Buyer may extend the closing date for up to 14 calendar days as necessary to obtain said permit. If Buyer has not obtained the tobacco permit within such extended period, Buyer shall proceed to Closing.

(b) The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate, on and as of the date hereof and the Date of Closing as if the same were made on and as of such date.

(c) There shall not have been filed by or against Seller at any time prior to or on the Date of Closing any bankruptcy, reorganization, assignment for the benefit of creditors or receiver petition.

(d) Seller shall have performed each and every obligation and covenant of Seller to be performed hereunder.

(e) The Property shall be in the same condition that it was in on the day the Agreement was signed, normal wear and tear excepted, and Seller shall have operated and maintained the Property in accordance with commercially reasonable standards, made all repairs and/or replacements in connection therewith, and all costs and expenses related thereto shall have been paid in full.

(f) Seller shall not have entered into any new Contracts or Leases or amended, modified, supplemented or terminated any of the Assumed Contracts, without the prior written consent of Purchaser.

(g) Seller shall have complied with all laws, rules, regulations, ordinances, judgments, statutes or orders relating to the ownership, operation and maintenance of the Property, and Seller shall not have taken any action, or omitted to take any required action, which could give rise to a violation of any of same and shall have kept all requisite Approvals in full force and effect and shall have taken all requisite action necessary to transfer or assign the Approvals to Purchaser upon Closing.

(h) Seller and Buyer and/or their related parties shall have simultaneously closed on the Purchase and Sale Agreement for 33 Bedford executed of even date herewith between Hathaway Holdings, LLC as Seller and Alpha Realty Holdings, LLC of 280 Ayer Road, Harvard, MA 01451 or nominee as Buyer.

Without limiting the applicability of any other provisions of this Agreement, in the event the condition in the foregoing paragraph is not fulfilled on or before the date set for closing, Buyer may terminate this Agreement, and all sums deposited hereunder shall be retained by Buyer in accordance with the provisions of this Agreement.

5.15 The Closing pursuant to this Agreement is expressly conditioned on simultaneously closing on the Purchase and Sale Agreement for the Premises and on the closing of the business and real estate located at 380 Hathaway Road, New Bedford MA pursuant to a purchase and sale and an asset purchase agreement by and between the parties and/or related parties executed of even date.

5.15 Attached hereto and incorporated herein this Agreement is: Exhibit "A-1" - List of Assets. Exhibit A-2, List of Excluded Assets and Exhibit B Bill of Sale.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Seller:

Gulf Resources, Inc.

By: David C. Taylor

Buyer:

By: D.P. Hyatt

EXHIBIT "A-1"  
LIST OF ASSETS

33 Bedford

1. All business equipment, fixtures, and supplies at 380 Hathaway (except Excluded Property) and all right, title and interest in and to all such property of Seller including coolers, freezers, ovens, shelving, gondolas, cash registers, dispensers, tanks and associated piping, ice machines.
2. Seller's goodwill with regard to the operation of the business at the 33 Bedford location only.
3. Warranties. All rights and remedies, if any, under express or implied warranties from the providers of goods or services to the extent conveyable or assignable under applicable law (the "Warranty Rights");
4. Certain Other Intangibles. All telephone, facsimile and cell phone equipment, hardware and existing telephone, toll-free, facsimile and cell phone numbers, e-mail addresses (if any), internet domain names (if any) and all other rights and remedies, including rights of recovery.
5. Transfer of contract for ATM
6. Beer and wine license transfer
7. Transfer of operating permits (tobacco, common victualer, etc.)
8. Fuel Inventory and convenience store inventory (to be paid separately)

DPIH

EXHIBIT A-2 LIST OF EXCLUDED ASSETS  
33 Bedford

Excluded Assets. Notwithstanding anything in this Agreement to the contrary, but without limiting or intending to limit in any way the Buyer's rights and remedies under this Agreement or otherwise, and subject to the other terms, provisions and conditions of this Agreement, the Assets shall exclude, and the Buyer shall not acquire, the following assets, properties and rights of the Seller (collectively, the "Excluded Assets"):

1. This Agreement. All interest in and rights of the Seller under this Agreement;
2. Office computer and peripherals.
3. All personal information, passwords and the like used by Seller.
4. Books and Records: All plans, studies, reports, books, records, files, ledgers, documents, correspondence and other written, illustrated, graphic, audio/visual, computerized or other materials with respect or related to the other Assets or the Business,
5. Remaining Cash. Those funds held as of the Closing in cash on hand and in the checking and other depository accounts in the name of the Seller;
6. Funds held in corporate accounts;
7. Accounts receivable for services provided on or before the Closing Date;
8. Personal items such as pictures, decorations, desk knickknacks, and the like;
9. Vehicles, if any, owned by the Seller;
10. Shares of stock or membership interest in the Seller and/or in Bedford Holdings, LLC;
11. Goodwill, assets, shares of stock or membership interest in Gulf Resources, Inc.'s other locations and other businesses.
12. Deli fryolator
13. Convenience Store Inventory and gasoline inventory to be paid separately at time of closing.

DPK

## EXHIBIT B – FORM OF BILL OF SALE

### BILL OF SALE

Gulf Resources, Inc. a Massachusetts corporation ("**Seller**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to \_\_\_\_\_ ("**Buyer**"), all of Seller's right, title and interest in and to the personal property owned and used by Seller in connection with Seller's business operation at the of 33 Bedford Street, Lakeville MA (the "Real Estate") including the equipment and items referred to in Exhibit A-1 attached hereto (the "**Personal Property**") which includes the following: (i) mechanical systems, fixtures and equipment owned by Seller and comprising a part; (ii) maintenance supplies, equipment and tools, if any, and used exclusively in connection with, and located in or on, the Property; and (iii) signs situated on or at the Real Estate; (iii) the Seller's beer and wine license in connection with its operation at the Real Estate; (iv) any leases, contracts, and agreements related to Seller's operation at the Real Estate..

Seller grants, bargains, sells, transfers and delivers the Personal Property in its "AS IS" condition, WITH ALL FAULTS, IF ANY, and makes no representations or warranties, direct or indirect, oral or written, express or implied, as to title, encumbrances and liens, merchantability, condition or fitness for a particular purpose or any other warranty of any kind, all of which representations and warranties are expressly hereby disclaimed and denied.

Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

*[Remainder of Page Intentionally Blank]*

DPH

## AGREEMENT OF ASSIGNMENT AND ASSUMPTION

### Definitions:

ASSIGNOR: Alpha Realty Holdings, LLC ("Assignor") of 280 Ayer Road, Harvard, MA 01451

SELLER: Bedford Holdings, LLC (as to the PSA defined below) and Gulf Resources, Inc. (as to the Asset Agreement defined below) (collectively, "Seller")

PROPERTY: The land and buildings located at 33 Bedford Street, Lakeville, MA (the "Property")

BUSINESS: The gasoline station and convenience store business currently operating on the Property (the "Business")

ASSIGNEE: GRUBERT ISA of 33 BEDFORD, LLC

RE: 1. Commercial Real Estate Purchase and Sale Agreement between Original Buyer and Bedford Holdings, LLC dated as of May 16, 2023 ("PSA")

2. Asset Purchase Agreement between Original Buyer and Gulf Resources, Inc. dated May 16, 2023 ("Asset Agreement")

The PSA and the Asset Agreement are sometimes collectively referred to as the "Agreements".

### Agreement:

In consideration of the promises and payments made hereunder and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereby agree as follows with respect to the Property and Business, as defined above:

1. The Assignor hereby agrees to assign, sell, convey, and set over and transfers all its right, title and interest in the above referenced PSA and Asset Agreement to the above referenced Assignee, and Assignee hereby agrees to accept such assignment and assume and agree to perform all of Assignor's duties and obligations arising under the said Agreements, under the terms and conditions of this Agreement.
2. Upon execution of this Agreement, the Assignee shall pay to the Assignor the sum of \$250,000 as a deposit toward the purchase price of the Property and the Business

Assignor Initials: DPH

ASSIGNMENT AGREEMENT

Assignee Initials: [Signature]

Should Assignee fail to perform its obligations hereunder or under either of the Agreements, the Assignor shall retain the \$250,000 deposit as liquidated damages.

If and when the closing under the Agreements occurs, the Assignee shall be permitted to apply the deposits under the Agreements paid by Assignor to the purchase price and Assignor shall retain the \$250,000 deposit paid hereunder and promptly thereafter, the

Assignor shall return to Assignee any portion of the due diligence deposit remaining. In the event that Assignor has expended more than \$20,000, Assignee shall reimburse Assignor for same following the closing. Assignor shall provide invoices to Assignee as to said expenditures.

3. The Assignee shall use diligent efforts to close under the Agreements. Should the Assignee not be able to perform its obligations under the Agreements, this Assignment shall be null and void and the Agreements shall immediately be deemed re-assigned to the Assignor. The Assignee shall demonstrate to the Assignor, not less than seven (7) days prior to the closing under the Agreements that it has the funds available to close the transaction.
4. Upon execution of this Agreement, the Assignee shall pay to Assignor the sum of \$20,000 as a down-payment on Assignor's due diligence costs related to investigations of the Property and Business, including title search, records searches, engineering, 21E investigation and the like (including attorney's fees, engineers and other professionals) and, if applicable, costs related to permitting. Assignor will share any due diligence material receive from the Seller and shall share the results of such investigations with Assignee upon receipt of same. Any sums remaining from said deposit shall be remitted to Assignee at the closing. In the event the Assignor incurs costs in excess of said deposit, Assignee shall remit the same to Assignor promptly following any request therefore.

The Assignee shall have until 25 days from the date of the Agreements to raise any objections to title, environmental or other due diligence matters, failing which, the Assignee shall be deemed to be satisfied with the Property and the Business and this contingency shall be deemed waived.

The Assignee shall not share or disclose any information provided to it with or to anyone other than those persons necessary to facilitate a closing, including attorneys and bank personnel. The Assignee shall have no communications with Seller; all communications, questions, and requests for information to the Seller shall be through the Assignor.

Assignor Initials: DPV

ASSIGNMENT AGREEMENT

Assignee Initials: AB

5. In connection with the assignment of the Asset Agreement, the Assignee shall immediately apply for a transfer of all permits and licenses related to the Business, including a beer and wine license. The consummation of the Agreement is dependent upon such licenses being transferred, except as to the beer and wine license which may occur following the closing. The Assignee will exercise all due diligence in pursuing said license transfers. If, after receiving said license and permit transfers, the Assignee defaults hereunder, the Assignee shall immediately assign said permits to the Assignor and Assignee hereby appoints Assignor as its attorney-in-fact to execute and deliver in its name all applications, documents and instruments required to effectuate the same.
6. Assignee shall not record this Agreement, the Agreements or any notice of any of them with any Registry of Deeds or governmental agency nor shall Assignee disclose to any parties the terms of this Agreement.
7. This Agreement is executed under seal as of the date set forth below and may be signed in counterpart originals or electronic, pdf or other format.

Assignor Initials: DPH

ASSIGNMENT AGREEMENT

Assignee Initials: R

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement of Assignment and Assumption as of the \_\_\_\_ day of May, 2023

ASSIGNOR:

Alpha Realty Holdings, LLC

By: \_\_\_\_\_

D.P. Higgins, Jr., Manager

ASSIGNEE:

By: \_\_\_\_\_

Assignor Initials: DPH

ASSIGNMENT AGREEMENT

Assignee Initials: h

# COMMERCIAL LEASE AGREEMENT

This Lease Agreement made the 27 day of July, 2023, by and between:

**Lessor:** 33 Bedford Rd. LLC [name of lessor], of 33 Bedford St. Lakeville [mailing address] hereinafter referred to as "Lessor", and MA-02347

**Lessee:** Jocelyn Gruzic [name of lessee], of 33 Bedford St. Lakeville MA [mailing address] hereinafter referred to as "Lessee", and collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee the following described 2400 square feet (SF) of C-Store [type of space] located at 33 Bedford St. Lakeville MA 02347 [street address], State of MASS.

Additional Description: \_\_\_\_\_

Hereinafter known as the "Premises".

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: Gas Station / C-Store /

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be for a period of 15 year(s) — month(s) commencing on the 1st day of August, 2023 and expiring at Midnight on the 31 day of July, 2038. ("Initial Term")

4. **BASE RENT:** The net monthly payment shall be \$15,000.00 dollars (\$ 15,000.00), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 1st day of each month. Said net monthly payment is-hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

5. **OPTION TO RENEW:** (check one)

☐ - Lessee may not renew the Lease.

☐ - Lessee may have the right to renew the Lease with a total of 2 renewal period(s) with each term being 5 year(s) — month(s) which may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of the Lease or renewal period.

Rent for each option period shall: (check one)

☒ - Not increase.

☐ - Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

☐ - Increase by \_\_\_\_\_%

☐ - Increase by \_\_\_\_\_ dollars (\$\_\_\_\_\_)

6. **EXPENSES:** [Check and Initial next to selection]

☐ - **GROSS.** Tenant's Initials \_\_\_\_\_ Landlord's Initials \_\_\_\_\_

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Lessee is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Lessee's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Lessor including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Lessee will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Lessor as an "also named insured", and shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease.

☒ - **MODIFIED GROSS.** Tenant's Initials GA Landlord's Initials Go

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Lessee shall be obligated to pay the following monthly expenses:

utilitie / R.I. TAX / Insurance / Ect.

Lessor shall pay the following monthly expenses:

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☐ - **TRIPLE NET (NNN)**. Tenant's Initials \_\_\_\_\_ Landlord's Initials \_\_\_\_\_

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

- I. **Operating Expenses**. The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Lessee hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- II. **Taxes**. Lessee shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Lessee, at Lessor's option, shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Lessee does not make any tax payment required hereunder, Lessee shall be in default of this Lease.
- III. **Insurance**. Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for injury to or \_\_\_\_\_ dollars (\$ \_\_\_\_\_) death of persons and \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for property damage. During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.



7. **SECURITY DEPOSIT:** In addition to the above, a deposit in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

8. **LEASEHOLD IMPROVEMENTS:** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment, except the following \_\_\_\_\_.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

9. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

10. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly



remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

11. **INSURANCE:** In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

12. **SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

13. **DAMAGE TO LEASED PREMISES:** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the

event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

14. **DEFAULT AND POSSESSION:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than \_\_\_\_\_ days after due date shall accrue a payment penalty of one of the following: (check one)

☐ - Interest at a rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum on a daily basis until the amount is paid in full.

☐ - Late fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per day until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

15. **INDEMNIFICATION:** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control

of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

16. **BANKRUPTCY - INSOLVENCY:** The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

17. **SUBORDINATION AND ATTORNMENT:** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

18. **MISCELLANEOUS TERMS:**

- I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

- II. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the \_\_\_\_\_ [Municipality]. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- IV. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- V. Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.
19. **ESTOPPEL CERTIFICATE:** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.
20. **HOLDOVER:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.
21. **WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

22. **GOVERNING LAW:** This Lease shall be governed by the laws of the State of Massachusetts.

23. **NOTICES:** Payments and notices shall be addressed to the following:

Lessor

33 Bedford Realty LLC  
33 Bedford St.  
Lakeville - MA - 02347

Lessee

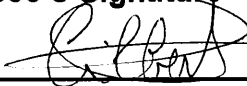
Joe Cheloe GM Inc.  
33 Bedford St.  
Lakeville - MA - 02347

24. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

25. **BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 27 day of July, 2022.

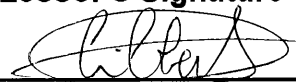
Lessee's Signature



Printed Name

Gilbert IMA

Lessor's Signature



Printed Name

Gilbert IMA

**LESSOR'S ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF Massachusetts  
Bristol County, ss.

On this 27<sup>th</sup> day of July, 2023, before me appeared Gilbert Issa, as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Teresa Figueira  
Notary Public

My commission expires: 12-06-2024

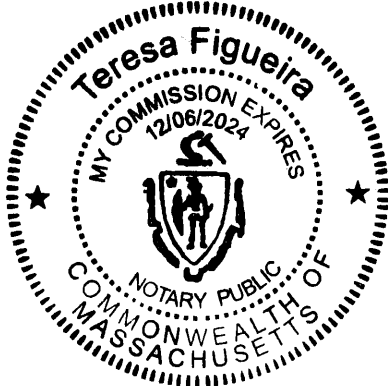
**LESSEE'S ACKNOWLEDGMENT OF NOTARY PUBLIC**

STATE OF Massachusetts  
Bristol County, ss.

On this 27<sup>th</sup> day of July, 2023, before me appeared \_\_\_\_\_, as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Teresa Figueira  
Notary Public

My commission expires: 12-06-2024



**AGENDA ITEM #4**  
**AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE SELECT BOARD  
MINUTES OF JULY 10, 2023 AND JULY 31, 2023**

**TOWN OF LAKEVILLE  
Select Board Meeting Minutes  
July 10, 2023 – 6:00 PM**

**Lakeville Police Station Meeting Room  
323 Bedford Street, Lakeville, MA**

On July 10, 2023, the Select Board held a meeting at 6:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 6:00 PM by Chairman Day. Members present were Chairman Day, Member Fabian and Member Carboni. Also present were Ari Sky, Town Administrator. LakeCAM was recording the meeting for broadcast.

**Select Board Announcements**

Chairman Day read the Select Board announcements.

**Town Administrator Announcements**

Mr. Sky read the Town Administrator Announcements.

**Discuss and possible vote to approve gift agreement with TAC Vega MA LLC for installation of a guardrail on Town property located opposite 310 Kenneth Welch Drive**

Mr. Sky said we have been working on this for a few months now. The long-term solution for on-site parking is under consideration by the Conservation Commission. The ownership of 310 Kenneth Welch Drive has agreed to install a guard rail on Town owned property across the street to prevent employee parking. This agreement has been reviewed by Town Counsel. Member Fabian asked is there a time limit for them to do this. Mr. Sky said six (6) months. The grass seeding cannot take place prior to September 1<sup>st</sup>.

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

VOTED: To approve the gift agreement for TAC Vega MA LLC for installation of a guard rail on Town Property located opposite from 310 Kenneth Welch Drive.  
Unanimous in favor.

**Meet with the Finance Committee to discuss end of the year Departmental transfer requests (MGL Ch. 44, Sec. 33B)**

*Present for the discussion was Todd Hassett, Town Accountant. Also present were members of the Finance Committee: Christopher Plonka, Chairman; Katherine Desrosiers and Darren Beals, attending remotely. Finance Chairman Plonka opened the Finance Committee Meeting at 6:20 PM.*

Mr. Hassett said there are no requests to further access the Finance Committee Reserve Fund that has a balance of \$51,500. We have three (3) Departmental transfers to consider. There is a request to transfer \$1,268 from Select Board Salaries; \$237 from Planning Board Salaries and \$1,298 from Park Department Salaries. These transfers will come from the individual Department Expense lines.

There were two (2) reasons for the overage for Select Board and Planning Department Salaries as these were based on a 52-week basis. However, there was an extra day not accounted for in the budgets. We had this happen in prior years. The Park Department had a successful season and their Lifeguard Salaries did exceed what was planned for. Mr. Sky said the Board had increased the Lifeguard Salaries.

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

VOTED: To approve the salary transfers as presented.  
Finance Chairman Plonka – aye; Ms. Desrosiers – aye; Mr. Beals – aye; Member Fabian – aye; Member Carboni – aye and Chairman Day- aye.

Mr. Hassett said the next request is from the Fire Department to transfer \$10,725 to cover overtime coverage associated with holiday and vacation pay. This will be funded from two (2) Fire Department expense lines. Member Fabian asked Mr. Hassett if the Board needs to take a closer look at the Fire Department budget and do a comparison of adding an employee versus overtime. Mr. Hassett said we have begun discussions with the Fire Chief about looking at staffing going forward provided we can support that level of an increase. This is the third year in a row that we needed a transfer for overtime. Member Fabian said at some point, it may be beneficial to pay benefits and hire full time than pay overtime. Perhaps we can discuss this ahead of the budget season. Mr. Sky said we are planning on that. Mr. Hassett said we had some preliminary discussion about this with the FY24 budget, but with the growth being off, we were not in a position to support something that we were not sure we could sustain. Chairman Day said you don't want have to transfer for overtime, but we don't want to burn out our staff on callbacks.

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

VOTED: To approve the transfer appropriations within the Fire Department as presented.  
Finance Chairman Plonka – aye; Ms. Desrosiers – aye; Mr. Beals – aye; Member Fabian – aye; Member Carboni – aye and Chairman Day- aye.

Mr. Hassett said the last transfer is for \$460 to cover automobile liability insurance. We received an end of year invoice relating to changes in the fleet that occurred during the year. This will be funded from the Group Insurance Program Line.

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

VOTED: To approve the transfer appropriations for the Group Insurance Program to the Property and Liability Insurance Line as presented.  
Finance Chairman Plonka – aye; Ms. Desrosiers – aye; Mr. Beals – aye; Member Fabian – aye; Member Carboni – aye and Chairman Day- aye.

Prior to adjourning, Finance Chairman Plonka noted that the Finance Committee needed to approve their June 12, 2023 meeting minutes.

Upon a motion made by Finance Chairman Plonka and seconded by Ms. Desrosiers, it was:

VOTED: To approve the June 12, 2023 meeting minutes as presented.  
Mr. Beals – aye; Ms. Desrosiers – aye and Finance Chairman Plonka – aye.

Upon a motion made by Finance Chairman Plonka and seconded by Ms. Desrosiers, it was:

VOTED: To adjourn the Finance Committee Meeting at 6:43 PM.  
Mr. Beals – aye; Ms. Desrosiers – aye and Finance Chairman Plonka – aye.

**Meet with the Lakeville members of the F/L Regional School Committee to appoint a member to fill the vacant position**

*Present for the discussion were Lakeville Members of the Freetown/Lakeville Regional School Committee: Steven Owen; John Burke and Steven Silvia. Also present was Crystal Ng and Brynna Donahue, candidates for the vacant Regional School Committee seat. Chairman Day said that the Freetown/Lakeville Regional School District Agreement requires that any vacancies on the Committee be filled within 30 days by the Select Board and remaining Lakeville Members of the Regional School Committee jointly. According to Town Counsel, we are acting as a Super-Committee. Any member of the Super-Committee can make a motion and second. We will all vote tonight. We have two (2) candidates that submitted letters of interest that are here tonight. We can ask the candidates to make a short statement why they feel they are a worthy candidate and then ask some short questions to both candidates. There could be a motion on a particular name or a ballot vote, which we can do according to Robert's Rules. Member Fabian thanked Sherry Barron for her commitment to Lakeville's kids and parents. She was an amazing teacher and she is sad to see her go.*

Ms. Ng said she has been a resident for 20 years and has a lot of experience with Individualized Education Plans. She has had some frustration with the District pre-pandemic. She went before the School Committee and they could not help. She had to file with the Department of Elementary and Secondary Education and go all the way to the Board of Education. She does not think a parent needs to do that. She has become a para-legal to take care of her son's case. He went out of district until he passed away. She works as a family partner for Bay State Community Services working for children that need mental health services and their families. She doesn't think the School Committee are focusing on kids and the issues affecting them. She is Cape Verdean, but does not want to be taken as a token. She has been working with parents in the district for a long time. During the pandemic, she was very frustrated with the past Director of Student Services and that is the main reason she stepped down as the PAC Chair. She has met with the new Superintendent and thinks he can take the district in a new direction.

Ms. Donahue said this is an 8-month appointment until April of 2024, and she has no interest in running for the School Committee. Because this issue is so contentious and there is so much misinformation on both sides and will be occurring during the 8-month period, it is important to have someone who is transgender on the Committee to offer a point of view that no one else on the Committee has. She has no problem being a token, because she has an experience that the Committee will be discussing that effect students. She will not just be focusing on the policy regarding students that are transgender, but also on students that are not because they are the ones

that need the most help. They need a set of guidance built into this policy if they decide to transition. The policy will not consider every angle it needs to if someone who does not know the situation is not on the Committee. In this situation, everyone was caught off guard with how sudden this hit, especially after the pandemic. If we continue doing what everyone else did, it is going to be a constant back and forth. The parents don't feel heard because their needs aren't being met, but the School Committee thinks they are doing best for the kids. Everyone thinks they are doing what's best, but nobody knows the actual situation like someone that is transgender. She was raised by her grandmother, so she doesn't have new age thinking. She does not have the degrees and experience with children, but she grew up in Lakeville and went through the School System and remembers her experience. Ms. Donahue said she thinks that she can help the parents and the School Committee during the 8-month term.

Chairman Day thanked the candidates and confirmed that this is an 8-month term, after which the seat can be run for. Member Carboni asked what type of experience do the candidates have with budget development? Ms. Donahue said she has none, except for her personal budget and learning the Park Department budget. Ms. Ng said she has some experience regarding budgets for her clients and working with their finances. Member Carboni asked do you see any chance of conflict if appointed. Ms. Ng said she would not be able to help anyone in the District with their IEPs. Ms. Donahue said not that she is aware of. Mr. Owen said the last time there was an appointment was for Mr. Burke and Mr. Silvia. Both candidates have the qualifications to sit on the Committee.

A motion was made by Mr. Owen and seconded by Mr. Burke to hold a ballot vote to determine the candidate to be appointed.

*Discussion:* Chairman Day explained the process of a ballot vote. A resident asked what are the duties of the School Committee member. Are there any financial duties? Mr. Owen said there are subcommittees that a member may serve on and experience would be important there. Every member votes on the budget. There is a Finance Committee for the Region. Ms. Barron was a member of Health and Wellness, but it doesn't have to stay with that position. When the Committee reorganizes, they can volunteer for those positions. There is a Warrant Committee where every member signs the warrant to pay the bills. The resident said she doesn't want a candidate discounted due to lack of budget experience. The School Committee already said that they are not moving forward with a Transgender Policy. Chairman Day said that any Committee can change their minds. The resident said she didn't want a decision made solely on the transgender issue. Mr. Owen said any policy has to go through several drafts. This is not going to be determined at the next Committee Meeting. From an education perspective, for any member that comes on the Committee there is an education that they go through.

The vote on the previous motion was Mr. Owen – aye; Mr. Silvia – aye; Mr. Burke – aye; Member Carboni – aye; Member Fabian – nay and Chairman Day – aye.

Chairman Day summarized how the vote would take place. The Super-Committee Members vote for the candidate they wanted for appointment. Mr. Sky collected and tallied the votes. There were four (4) votes for Ms. Donahue and two (2) for Ms. Ng. Chairman Day said that Ms. Donahue would be appointed for the term to expire April 1, 2024.

### **Discuss and possible vote on request from Director of Inspectional Services to appoint Todd McNeill as Wiring Inspector**

Chairman Day said a request had been received from the Director of Inspectional Services to appoint Todd McNeill as Wiring Inspector. Member Fabian thanked Robert Canessa for his 32 years of service to the Town. Chairman Day said he had spoken to Mr. Darling about inspections needed for Mr. McNeill's business, and Mr. Darling said there are other inspectors that would do that.

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

VOTED: To appoint Todd McNeill as Wiring Inspector for a term to expire July 31, 2024.  
Unanimous in favor.

### **Update from Town Planner on MBTA Communities**

*Marc Resnick, Town Planner was present for the discussion.* Mr. Resnick said SRPEDD has completed a technical assistance report to help the Town comply with Section 3A (MBTA Multi-family Zoning Requirements). They did an analysis of our current 40R district, which allows multi-family development by right, which is a requirement of Section 3A with 15 units per acre. We would have to allow for 231 housing units to meet 5% of our housing stock. SRPEDD's analysis shows our zoning allows for 24.1 units per acre, which would mean we could have 770 possible units if built out to the maximum.

Mr. Resnick said the second part of the report is a suitability analysis which looks at the Town and a series of factors such as climate resilience, existing infrastructure, etc. to help determine if we had to zone another area for multi-family housing, where it could be. Now that this is completed, SRPEDD will prepare the application, which will be submitted to the Executive Office of Housing and Livable Communities (EOHLC). Member Carboni said the Town did this on our own to take a look at our current inventory. This submittal is an initiative on our part because communities don't have to respond beyond their initial plan until December of 2025. Mr. Resnick said there was a grant opportunity to do this evaluation, so we saw it as an opportunity to get ahead of the 2025 deadline. EOHLC will review the language of our zoning to determine if it meets their standards. Should they determine that it is not sufficient, we now know well ahead of the 2025 deadline and can work towards figuring out where we might locate or expand the existing zoning area. Chairman Day asked if SRPEDD did this for other Towns and have they heard back from EOHLC. Mr. Resnick said the State has just begun accepting applications from the smaller communities. Member Fabian asked if Freetown applied for the same grant? Mr. Resnick said he does not know, but they are working towards compliance. Mr. Sky said their situation is different from Lakeville's.

### **Discuss and possible vote to approve ambulance billing rates**

*Michael O'Brien, Fire Chief, is present for the discussion.* Chief O'Brien summarized how the ambulance rates are charged. The recommended rates tonight are average to comparable communities. The intention is to offset the cost of providing EMS services to the taxpayers. Nearly 20% of patients are not residents of Lakeville, so this is a way of transferring the cost of the services to those that use them. Chairman Day asked if 2/3 years is the normal time to reevaluate fees. Chief O'Brien said we discussed it a year ago, but it was put off a year. Chief O'Brien said the revenue, while going to the Town, he likes to think of it as offsetting the cost. Member Carboni asked about

collection rates. Chief O'Brien said he guesses 82-83% which is historically low for the provider. They are coming off of a data breach, which caused our billing company to close down for a few months. Member Fabian said when we increased rates in 2020, it hadn't been done for five (5) years, which we know is too long. Mr. Sky said he would like to look at this in two (2) years.

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

VOTED: To adopt the new ambulance rates as presented.  
Unanimous in favor.

### **Discuss and possible vote on annual Board, Committee and Commission reappointments**

Chairman Day noted that the appointments have been bundled into one (1) year appointments and three (3) year appointments. Member Fabian said she would remain on Capital Expenditures Committee. Member Carboni would like to stay on the Economic Development Committee, Emergency Planning Committee and Energy Advisory Committee. She said that she has had some scheduling conflicts with the Middleborough Gas & Electric Commission. Chairman Day will take over that appointment. Member Fabian will stay on as MBTA Advisory Board and Senior Center Feasibility Study Committee.

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

VOTED: To make the following reappointments that expire on July 31, 2024:

Joseph Cowing	Police Officer & Constable
Alexander Malo	Police Officer & Constable
Daryl Mackiewicz	Police Officer & Constable
Harold Marshall	Police Officer & Constable
Jared Taje	Police Officer & Constable
Zachary Mosher	Police Officer & Constable
Lance Reed	Reserve Police Officer & Constable
Raymond Meleski	Reserve Police Officer & Constable
Antonio Amaral	Special Police Officer
Patrick Curneen	Special Police Officer
Paul Hunt	Special Police Officer
John Vickery	Special Police Officer
Robert Stephanian	Special Police Officer
Jesse Drane	Special Police Officer
James Bowles	Special Police Officer
Juanna Adesso	Matron
Kristen J. Campbell	Matron
Robin Bellows	Matron
Karen Conway	Matron
Amanda Correia	Matron
Matthew Perkins	Keeper of the Lockup

Steven Leanues

Surveyor of Wood, Bark & Lumber, Fence Viewer &  
Field Driver

175<sup>th</sup> Anniversary Committee

Brian Reynolds

Joan Gladu Morton

Geraldine Taylor

Delia Murphy

Nancy LaFave

Felicia Carter

Robert Barrack

Kathleen Barrack

ADA Coordinator

Ari Sky

Alternate Building Inspector

Robert Whalen, Jr.

Assistant Building Inspector

Brandon Maroney

Agricultural Commission

Tracie Treleavan

Associate Member

Assistant Board of Health Agents

John Ashley

Gail Joseph

Assawompset Pond Complex Representative

Nancy Yeatts

Board of Appeals

Christopher Sheedy

Associate Member

Anthony Zucco

Associate Member

Cable Television Committee

Walter Healey, Jr.

Thomas Cirignano

Capital Expenditures Committee

Evagelia Fabian  
Ari Sky  
Maureen Candito

Economic Development Committee

Timothy Fletcher  
James F. Rogers, II  
Laurie Driscoll  
John Olivieri, Jr.  
Lorraine Carboni

Emergency Planning Committee

Michael O'Brien  
Matthew Perkins  
Franklin Moniz  
Ari Sky  
Gregg Goodwin  
Nathan Darling  
Lori Fahey  
Alan Strauss  
Jose Invencio  
Thomas Parenteau  
Lorraine Carboni  
Pamela Garrant

Emergency Response Coordinator

Michael O'Brien

Energy Advisory Committee

Donald Foster  
Nathan Darling  
Richard Velez  
Joseph Chamberlain, II  
Lorraine Carboni

Fire Station Building Committee

Michael O'Brien  
Lorraine Carboni  
Ari Sky  
Nathan Darling

Larry Kostant  
Peter Conroy  
Michael McCullough  
Matthew Simon  
Kate Shing

Middleborough Gas & Electric Commission Ad Hoc Representative

Brian Day

GATRA Delegate

Lori Fahey

Hazardous Waste Coordinator

Michael O'Brien

Historical Commission

Felicia Carter                      Associate Member

Inspector of Milk

Edward Cullen

Inspector of Wires

Mellio Gazza                      Assistant Inspection of Wires per M.G.L.  
Ch. 166, Sec. 32A

LakeCAM

Jonathan Watkins

Lakeville Emergency Management Agency

Michael O'Brien                      Director  
Pamela Garratt                      Deputy Director

Master Plan Implementation Committee

Rita Garbitt  
Rodney Dixon

John Lynch  
Ari Sky  
Patrick Marshall  
Joseph Chamberlain, II  
Denise Barbuto

MBTA Advisory Board

Evagelia Fabian

Municipal Coordinator Right to Know

Michael O'Brien

Municipal Hearings Officer

Matthew Perkins

NIMS Coordinator

Michael O'Brien

Old Colony Planning Council Area Agency on Aging Advisory Committee

Lori Fahey                      Representative

Open Space Committee

Amy Knox  
Brian Reynolds  
Elizabeth Nash  
Joan Gladu Morton  
Gary Flaherty

Plumbing and Gas Inspector

Jon Catalano  
Dennis Driscoll                      Alternate Plumbing & Gas Inspector

Public Health Nurse

Lori Desmarais

Rent Control Board

Evagelia Fabian  
Brian Day  
Lorraine Carboni

Sealer of Weights & Measures

David Enos

Senior Center Addition Feasibility Study Committee

Nathan Darling  
Evagelia Fabian  
Ari Sky  
Lori Fahey  
Paul Nee  
Katie Desrosiers  
Deveney Reis-Boyadjian

Smart Growth Reporting Officer

Ari Sky

Special Assistant Health Agents

James Romano  
Nathan Darling

Storm Water Management Coordinator

Franklin Moniz

Temporary Part Time Nurse

Jennifer Pombo

Town Counsel

KP Law

Tree Warden

Franklin Moniz

The vote on the previous motion was unanimous in favor.

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

VOTED: To approve the following reappointments for a term to expire July 31, 2026:

Sean Joyce	Police Captain & Constable
Steve Leanues	Police Lieutenant & Constable
Ryan Maltais	Police Lieutenant & Constable
Emiliann Melo	Police Officer & Constable
Andrew Sederquist	Police Officer & Constable
Robert Schiffer	Police Officer & Constable

Agricultural Commission

David Thomas  
Cindy Barber  
Crystal Ng

Board of Appeals

Jeffrey Youngquist  
Christopher Campeau

Community Preservation Committee

Kathleen Barrack

Council on Aging

Hilary Wood  
Nancy Richmond

Historical Commission

Nancy LaFave  
Joan Gladu Morton

Lakeville Arts Council

Jacqueline Kennedy

Town Forest Committee

Nathan Darling

The vote on the previous motion was unanimous in favor.

### **Discuss draft calendar for Fall Special Town Meeting**

Chairman Day said the Town Administrator had prepared a calendar for the Fall Special Town Meeting. Mr. Sky reviewed some of the potential articles for the Special Town Meeting. Discussion occurred about the date of the Special Town Meeting.

### **Discuss scheduling August, September and October Select Board Meeting Dates**

Chairman Day said the proposed dates for Select Board Meetings are August 21<sup>st</sup>, September 5<sup>th</sup> and 18<sup>th</sup> and October 10<sup>th</sup> and October 23<sup>rd</sup>. Member Fabian noted that she will have to attend remotely for the August 21<sup>st</sup> meeting.

### **Building Committee Updates:**

#### **a. Senior Center Feasibility Study**

Member Fabian said they were supposed to meet on July 12<sup>th</sup>, but the Project Manager could not attend the meeting. He has provided the Committee with some information, but they are asking him for some additional information. Mr. Sky said the next meeting is on July 19<sup>th</sup> before the Fire Station Building Committee Meeting.

#### **b. Fire Station Building Committee**

Member Carboni said their next meeting is on July 19<sup>th</sup>. Mr. Sky has been working with the project manager on the scope and the possibility of putting together the contract. After that, the first task will be going out for an architect.

### **Discuss and possible vote to designate Select Board Member to conduct contract negotiations with the Town Administrator**

Chairman Day said that Mr. Sky is now into his third year of his three (3) year contract. Once we complete the review process, the next step is to appoint a Board Member to conduct contract negotiations. According to Town Counsel, as he is a non-union employee, we can meet in Executive Session for strategy discussion. A few meetings ago, we said we would like to wrap that up in September or October.

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

VOTED: To designate Brian Day as the Select Board Member to conduct contract negotiations with the Town Administrator.  
Unanimous in favor.

### **New Business**

There was no New Business discussed.

## **Old Business**

Chairman Day said that Old Colony Regional Vocational Technical School had a Building Committee Meeting on June 29<sup>th</sup>. All the Towns passed the Feasibility Study at their Town Meetings. They had to put together a budget allocation to go to MSBA. The Building Committee did vote to authorize him to send the budget to MSBA. If everything continues to move forward, they said it would be 3.5 to 5 years, but probably further. Mr. Sky said once MSBA lets you in for a feasibility study, you are in the queue. Once the study is done, it goes into the queue for funding. It is usually funded within a couple of meetings. Member Fabian asked about the funding process. Mr. Sky said they fund the whole thing. They will only fund a certain amount of \$ per square foot. It doesn't matter to them what the project costs. Chairman Day said they have not decided if they are just going status quo or if they are going to add programs. Member Fabian said this is the time to advocate for our kids and giving them programs, but it will cost a lot more money. We do need programs like HVAC. Mr. Sky said it would have to be an override for all the Towns involved.

Member Fabian asked about the doors and windows for Assawompset School. Mr. Sky said they are supposed to be on site this week. There was a delay in delivery, but they are on target. It will be finished prior to bad weather. He will get an update tomorrow.

Chairman Day asked about any progress with the DPW addition. Mr. Sky said the rain really messed things up. The ledge fell apart and it needed to be rebuilt. They have sealed the foundation off and waterproofed it. The foundation is nearly done.

## **Correspondence**

1. Letters from Comcast regarding rate and channel changes

## **Adjournment**

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

VOTED: To adjourn the Select Board Meeting at 7:46 PM.  
Unanimous in favor.

**List of documents provided at the Select Board Meeting of July 10, 2023**

1. Agenda page
2. Agenda page
3. Agenda page; memo from Town Administrator; draft Gift Agreement
4. Agenda page; Departmental Transfer Sheets
5. Agenda page; information from F/L Regional School District Agreement; letters of interest from Brynna Donahue and Crystal Ng
6. Agenda page; memo from Building Commissioner
7. Agenda page; memo from Town Planner; SRPEDD Final Technical Assistance Report
8. Agenda page; memo from Fire Chief; Comstar 2023 Rate Change Form
9. Agenda page; list of annual appointments
10. Agenda page; draft schedule for Special Town Meeting
11. Agenda page
12. Agenda page
13. Agenda page
14. Agenda page
15. Agenda page
16. Agenda page; two (2) letters from Comcast regarding channel changes

**TOWN OF LAKEVILLE  
Select Board Meeting Minutes  
July 31, 2023 – 6:00 PM**

**Lakeville Police Station Meeting Room  
323 Bedford Street, Lakeville, MA**

On July 31, 2023, the Select Board held a meeting at 6:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 6:00 PM by Chairman Day. Members present were Chairman Day, Member Fabian and Member Carboni. Also present were Ari Sky, Town Administrator and Tracie Craig-McGee, Executive Assistant to the Select Board and Town Administrator. LakeCAM was recording the meeting for broadcast.

**Select Board Announcements**

Chairman Day read the Select Board announcements.

**Town Administrator Announcements**

Mr. Sky read the Town Administrator Announcements. Member Fabian had questions regarding the Assawompset School window and door project. Mr. Sky gave a summary of where the project stands and the anticipated construction deadlines. Mr. Sky will bring the Board's concerns regarding the School opening to the project meeting tomorrow.

**Discuss and possible vote to approve Select Board Minutes of June 26, 2023**

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

VOTED: To approve the Select Board Meeting Minutes of June 26, 2023.  
Unanimous in favor.

**Presentation by Town Planner on the Abutter Lot program and possible vote to approve**

*Marc Resnick, Town Planner, was present for the discussion.* Mr. Resnick said this program was presented in concept about a year ago when we talked about submitting an article to move some properties from the Tax Collector's control to the Select Board. We then drafted the actual program, which outlines how we would sell land of low value, under \$35,000, to abutters. This identified who is eligible, what the properties can be used for, the review process of submittals and then what happens to put it under contract, combine with the abutting lot and costs to transfer. Member Carboni said on page 2, what can an abutting lot be used for? Under public health improvements, what are they? Mr. Resnick said public health improvements means septic system and well locations. The last item will be removed and the definition improved. Member Carboni said on page 5, when more than one (1) abutter applies for the same lot, preference will be given to the abutter who maintains their property in excellent condition. That is subjective. Who decides that? Mr. Resnick said we have some examples of abutters to the properties that their properties are not in excellent condition. You need something in here to exclude properties strewn with trash and car parts. Member Carboni said it is not spelled out here. She is cautious about a liability to the Town by not having very clean

guidelines for disqualification. Mr. Resnick said we can try to clarify that and add some additional language to define it better. Chairman Day said there could be a case for public health improvement though. Member Fabian said she would rather it come out. Member Carboni asked about the Town Administrator making the recommendation to the Board. Chairman Day said part of the recommendation from the Town Administrator could detail the reasoning. Member Fabian asked what does an excellent tax payment history mean. Mr. Sky said excellent means current. It will be changed to current tax standing. Chairman Day said there is no priority or weight to the preferences. Member Fabian said the next one is preference is given to someone that has assisted and performed maintenance on the lot. This section needs more definition. Mr. Sky said most likely there would be four (4) or five (5) eligible abutters. If all were bidding on it, then we would have to decide on that. If there are two (2), we can divide the lot.

Member Fabian said aside from the obvious, why are we creating this? Is there no other way to sell these properties? Mr. Resnick said doing it this way, we can control the sale of the properties to the direct abutters. It could be a party lot if someone that doesn't live there buys it. Mr. Sky said the policy is designed for the property not to be developed. Mr. Sky said it can be used for a septic system. Mr. Resnick said people can make their homes larger, but that is not really the intent to allow them to build larger homes. Mr. Sky said they cannot increase the bedrooms in the home. Chairman Day said the people purchasing the lot would have to merge their lots. Mr. Resnick said they would have to do a Form A. Member Carboni said she would not want to restrict someone from increasing their septic system and making it better. If it gave them a change to enhance their home, she doesn't want to restrict that. Mr. Sky said this would create a policy not overly bureaucratic. Chairman Day said wouldn't the Town's By-Laws control that. Member Fabian asked what is the harm in the Town keeping these properties. Mr. Sky said there is nothing wrong with keeping the properties, but the Town is responsible for maintaining them. Chairman Day said is there any reason why an abutter can't come to us about a lot. Mr. Sky said we would have to go out to bid, but with this they can fill out an application. Member Fabian said on page 5, upon approval of the application, the applicant will be required to survey their lot and the new lot for the purpose of creating a new lot. Do they have to? Mr. Resnick said yes. Member Fabian said so we should say "they must". Mr. Sky said we need to put some language in for a curb cut. Member Carboni said on page 5, last sentence, "the Town reserves the right not to recommend". Should that say Select Board? Mr. Sky said yes.

Member Fabian said this is the first time we have seen this document. In the first sentence, it says the Select Board adopts this policy. Is there any reason why we didn't appoint a Select Board Member to work on this? Mr. Sky said he went to the Board last August talking about the problem properties and an abutters program. Chairman Day said given the length of the document, this might have been one that we should have gotten earlier. Mr. Sky said we didn't get it back from Town Counsel until last week, but we didn't think this would be a surprise. Chairman Day said it is inevitable that the Board would have questions. Member Carboni said on page 6, "who do I contact with questions" should read "abutter lot program". She said it is helpful to have these discussions as a Board. When questions are sent in ahead of time, she isn't sure what they are. Chairman Day reviewed his list of questions that were sent in to Mr. Sky and Mr. Resnick. Member Fabian asked are we asking for a criminal background check? Mr. Sky said the Fire Chief can obtain that information. Some of these may be FHA requirements; he will get back to the Board. Member Fabian said on page 6, some of these items are subjective. She doesn't want complaints about people's grass not being 6" or less. Under future conveyances: she is concerned about what would

happen in the future. Mr. Sky said we can focus on the conveyance item. Member Carboni said the buyer must begin maintenance immediately upon purchase. We currently own the property. If they want to leave it in the condition they are buying it in, how can we tell someone that they need to improve the maintenance of the property when we are responsible for its condition. We have by-laws and building regulations in place that guide the development of parcels. She wants to rely on that.

Mr. Sky said it is up to the Board on their policy objective. We have this group and have developed a list of properties and are looking at ways to do a lien and how that would work. This was just approved in April. Member Carboni said a checklist might be helpful here. Member Fabian said there needs to be a process. Mr. Sky said the Town Administrator can't just say that a property can be sold. Chairman Day said this is the kind of proactive thing that he would like to see happen. This might be a working session in the future on programs like this. Mr. Sky asked the Board about the covenant. Chairman Day and Member Carboni said they were not huge fans of it. Mr. Sky said we could make conditions of sale. Chairman Day said he will incorporate the Board's feedback with redline and then have another session. This can go on a meeting after August 21<sup>st</sup>. Chairman Day asked Mr. Sky to come back with the procedure list.

**Discuss and possible vote to sign Memorandum of Agreement between the Town of Lakeville and Massachusetts Laborer's District Council of Laborers International Union of North America, AFL-CIO**

*John Viarella, Human Resources Director, was present for the discussion.* Mr. Sky said the Board discussed this at a prior Executive Session. Mr. Viarella said he was approached by a few members of the unions regarding the disparity of pay rates between part time and full time Union employees, as well as, previously discussed changes in the DPW Director's Assistant and a request to review some of the higher level administrative positions.

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

VOTED: To vote to sign the Memorandum of Agreement between the Town of Lakeville and Massachusetts Laborer's District Council of Laborers International Union of North America, AFL-CIO.  
Unanimous in favor.

**Discuss and possible vote to sign extension of the Intermunicipal Agreement for the School Resource Officer for F/L Regional School District**

Mr. Sky said there was an agreement in 2020 and it was supposed to be renewed annually and it was not. The Police Chief is okay with the agreement. Member Carboni said it would be nice to have a letter of recommendation for any appointment. It doesn't specifically say who the School Resource Officer is. Member Fabian said on page 2 of 12 it says up to the discretion of the Police Chief. Member Carboni said this needs to be done every year. She would like to have this signed in June with an effective date of July 1<sup>st</sup>. Chairman Day said there is supposed to be yearly performance metrics with the Police Chief and Superintendent. He asked that the last page be changed to the Select Board and that the Board receive a more legible copy please.

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

VOTED: To vote to sign the extension of the Intermunicipal Agreement for the School Resource Officer for F/L Regional School District dated July 31, 2023 to include the year ending in 2024.  
Unanimous in favor.

**Update on Possible Revisions to Annual Town Meeting Article 14 (Recall of an Elected Official), as requested by House Counsel**

Mr. Sky said he received an email on July 7<sup>th</sup> about changes to the recall article. There are a lot of changes, but not necessarily to the structure. Town Counsel responded to the proposed revisions. This morning we received an email from Representative Orrall's office saying that House Counsel is okay with the revisions. We will have this back on August 21<sup>st</sup>. Chairman Day said without these changes, the House was not going to submit this. Mr. Sky said we should wait for Town Counsel's overview. Member Fabian said if we can do it August 21<sup>st</sup> the warrant will still be open in case we need to go to Town Meeting.

**Discuss and possible vote on scheduling the Schedule Special Town Meeting for November 13, 2023, approve calendar and open the warrant**

Mr. Sky said he reached out to the School District and we are penciled in for November 13<sup>th</sup>. He reviewed the schedule. Chairman Day asked if any of the Boards that may be submitting articles need more time. Mr. Sky said no. There may be one (1) article by the Town Clerk and the Open Space Residential District from Planning.

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

VOTED: To approve the Special Town Meeting schedule for November 13, 2023.  
Unanimous in favor.

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

VOTED: To open the warrant for a Special Town Meeting for November 13, 2023 and close the warrant on August 31, 2023 at 3:00 PM.  
Unanimous in favor.

**Discuss and possible vote to re-appoint the following constables for civil purposes only: Richard Coletti, Ian Daley and Matthew Pauliks**

Member Fabian asked why is the appointment for civil purposes only. Mr. Sky said Police Reform requires criminal constables to have the same certificates as Police Officers. They are not paid by the Town; they are paid by the people who hire them to serve the documents.

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

VOTED: To reappoint the following Constables for Civil Service only: Richard Coletti for a term to expire August 12, 2024, Ian Daley for a term to expire July 25, 2024 and Matthew Pauliks for a term to expire June 25, 2025.  
Unanimous in favor.

**Discuss and possible vote on request from Town Clerk to appoint Election Workers**

Chairman Day said noted that this is an annual appointment for Election Workers.

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

VOTED: To appoint the following Election Workers with terms to expire August 15, 2024: Joseph A. Chamberlain, II; Joan Morton Gladu; Jean Douillette; Beverly Ingraham; Kristen Main; Gary Mansfield, Joanne Corrieri-Upham; Stephanie Annichiarico; Francis B. Kenney, IV; Judy Roberts; Karen Keohane; JoAnn Chiuppi; Mary Fronzaglia; Robert Marshall; Mary Sylvia; Maria Perrone-Martin; Peter Chiuppi; Cynthia Sousa; Karen Regas; Melissa Fitzgerald; Cindy Barber; Richard Velez; Karen Donnelly; Robin Marques; Elizabeth Nash; Debra Kenney; Susan Dunn; Dale Horton; Ryan Jenkins; Paul McMeekin; Janet Plonka; Bonnie Tucker; Jessie Berry; Beth Kilanowich; Margaret Riendeau; Martha Panigua-Mendex; Eulalia Curley; Leanne Cataldo; Steven Monty and Margaret Bethune.  
Unanimous in favor.

**Discuss and possible vote to accept the resignation of Chris Carmichael from the Zoning Board of Appeals and appoint Christopher Sheedy to fill the vacant term**

Chairman Day said the Board has received a resignation from Chris Carmichael from the Zoning Board of Appeals. The Appeals Board has requested that Christopher Sheedy be appointed to fill the vacancy.

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

VOTED: To accept the resignation of Chris Carmichael from the Zoning Board of Appeals.  
Unanimous in favor.

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

VOTED: To appoint Christopher Sheedy to fill the vacant term until July 31, 2025.  
Unanimous in favor.

**Discuss and possible vote on appointment of Paula Houle as Park Commission representative to the Community Preservation Committee**

Chairman Day said we received an email from the Park Commission recommending Paula Houle be appointed as their representative to the Community Preservation Committee.

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

VOTED: To appoint Paula Houle as the Park Commission representative to the Community Preservation Committee for a term to expire July 31, 2026.  
Unanimous in favor.

**Discuss and possible vote on request from Lakeville Lions Club for one day beer and wine special license for September 16, 2023 (rain date September 17, 2023)\**

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

VOTED: To approve the request for a one-day beer and wine special license for the Lakeville Lions Club on September 16, 2023 with a rain date of September 17, 2023, contingent upon submission of required insurance certificate.  
Unanimous in favor.

**Discuss follow up on July 25 planning session and possible future meeting(s)**

Chairman Day said we discussed planning some working sessions and potentially moving from a Monday meeting date. The working sessions would be about Land Acquisition, Economic Development and the five (5) member Board. Mr. Sky said he will give an analysis on the five (5) member board. Chairman Day said when would you like to discuss that. Probably sometime after August 17<sup>th</sup>. There may be some funding considerations. He has spoken to Marc Resnick about a checklist for land acquisitions. Chairman Day suggested a working session after August 21<sup>st</sup>? We could do an evening remote session. Member Carboni said if we did an in-person around 4:30 to 5:00 PM that would work. It was decided to meet August 29<sup>th</sup> if the room is available at 5:00 PM.

**Discuss and possible vote to approve Town Administrator's goals for FY2024**

Chairman Day said we have a list of the Town Administrator's goals for FY24. Member Fabian said would like to see an increase in the Town's use of social media. As a Board, we should choose what we want for a social media setting. Older people are on Facebook, but younger people use other media. You can work with the Department Heads so that someone is posting every day. Mr. Sky said we do put a lot on Facebook and the Town's website. Member Carboni said if we are going to look to expand our social media presence, we need to be sure that everyone that posts is clear on the Town's policy. Member Fabian said the Board should decide if this is a goal? How do people get their information? Chairman Day said to add identifying expanded community interaction. Mr. Sky said it is a resource issue too. There are limits on what we can do. Chairman Day said a lot of the time you hear people don't know about what is going on. Member Fabian said do we want to utilize the groups. Its about putting information out there leading them to the Town's website. Member Carboni said we are doing our outreach through our Facebook page. Mr. Sky said we post a lot of that information on Facebook all the time. Chairman Day said it can be an accessibility issue. Mr. Sky said we should look at the website for design improvements. Member Fabian said things are different on the app. Chairman Day asked is this another area like community access. Member Carboni said #4 can be expanded to add it in. Chairman Day asked do we expand it or simplify community access.

Member Fabian said for #1 instead of advance, she would like to say complete. Member Carboni said it can just say Infrastructure projects. We need to be a little more rigid on Town projects. Mr. Sky said you have projects that were added in the CIP for a place to park free cash. You can look at a project that has been sitting there for years, but it was never funded to be done. The DPW building was an example of that; it was never properly funded. Member Fabian asked what is cybersecurity/IT infrastructure. Mr. Sky said updating servers, computers, and other equipment. It is on-going and routine. Chairman Day said the cost of that puts it on capital plan anyways. We spoke about doing the budget and forecasting further out. Mr. Sky said is working on a facilities survey. This will be added to #4 – continue to strengthen internal operations – long range planning and further forecasting capital plan. Chairman Day said that can include looking backwards at budget performance previously. Mr. Sky said when the audit is completed, the auditor comes to the Board to discuss it.

Chairman Day asked if we have a tally on the grant monies received? Mr. Sky said yes. Member Fabian said she would like to see it. Chairman Day said put it can be placed on the Town's website. Chairman Day said D under 3 is not really a goal. It is a task. Under 3e, what professional certificates can we empower our employees with. Member Fabian said the Assessors 101 training is great. Mr. Sky said we have done Town wide training for open meetings. We have sent some employees to MMA financial seminars and have done workforce training for DPW workers. Member Carboni said the Inspector General's Office was offering free training for one (1) municipal employee. Mr. Sky said we are in the process of expanding MCPPO trained employees. Chairman Day said we could ask Mr. Sky to go to the free MCPPO training. Member Carboni said we had talked about utilizing Town Counsel for procurement, but having the Town Administrator get certified is good. Member Fabian said why didn't we make it a requirement? Chairman Day said it was originally. Member Carboni said it was in there for the previous search to be a MCPPO within a year of hire. Chairman Day thought it would be a useful thing to have the Town Administrator do. Member Fabian said she didn't think it is necessary since we are sending other people. Mr. Sky said the DPW Administrative Assistant is going to MCPPO classes. Member Fabian said when Mr. Sky applied for the job that was not part of the job description. Chairman Day said we can progress towards it. Mr. Sky said if the Board wants him to do it, he will.

Chairman Day asked for the new budget cycle, is there any value on asking Mr. Sky about not doing a 2.5% increase for a level service budget. Member Fabian said we have considerations with personnel funding at the School District. Our Fire Department is going to need an expansion. There is potential to look at the Conservation Agent being a full-time position. Mr. Sky said if we can do it with a 2.5% increase we will be lucky. Member Carboni said level services is maintaining the same services that you provided the previous year, but no new personnel. Level funded is what was funded the last fiscal year. That would be a cut in services. Mr. Sky said summarized the changes: change #1 to infrastructure projects. Chairman Day said we aren't always in charge of these projects. Mr. Sky said any other projects you would like to see? Member Fabian said we have until the end of 2024 to decide what to do with the ARPA money. Mr. Sky said he would add additional ARPA funded projects. Cross off d under #3, #4 is now longer forecasting. Creating #5 under 4D – expand community access through social media. #5 is now #6. Chairman Day said to add professional development – MCPPO and maintain professional manager status. Is there anything else for professional development? Mr. Sky said conferences, webinars etc.

Member Carboni said she would like to see a final draft for a vote. Mr. Sky said this can be on August 21<sup>st</sup>.

## **Building Committee Updates:**

### **Senior Center Feasibility Study**

Member Fabian said she asked the Council on Aging Director to put together some people from the Board and Friends Group to assess what they feel the needs are moving forward. We received some basic documents from the Owner's Project Manager and our next meeting is in September. Chairman Day asked are they looking at the projections on what the ages coming up versus what they are right now. Member Fabian said they have some good data on that. They are looking at potential growth and programming, which they are already out of space. They may have to give up some programming for others. That is why we need an addition.

### **Fire Station Building Committee**

Member Carboni said the Committee met with the Owner's Project Manager Pomroy Associates. They spoke about the process and the next step is the Request for Qualifications for the architect. That will be advertised on August 2<sup>nd</sup>. We will meet and recommend finalists, schedule interviews and then make a recommendation to the Select Board. She read a letter into the record from the Board of Health regarding the septic system for the Town Hall/Fire Station at 346 Bedford Street. Chairman Day said so there is some expansion with the current septic system in place. With a newer system, there may be additional capacity. Member Fabian said she is satisfied with what Pomroy said about potential sites. She looks forward to what they say about the site. Member Carboni said we talked about this; there were three (3) locations identified on Park land. We should get on the Park Commission Agenda to speak to them about this. Mr. Sky said he has reached out to the Chair of the Park Commission. We should probably wait until we have the designer on board.

### **Old Colony Feasibility Study**

Chairman Day said there are no major updates. Old Colony expects to go into a Feasibility Study with the State in late August. He has spoken to Superintendent Polansky about as they get further along, perhaps they can meet with each member Town. Member Fabian asked if Chairman Day is an at large member? Chairman Day said he will ask Mr. Polansky.

## **New Business**

There was no New Business discussed.

## **Old Business**

There was no Old Business discussed.

## **Correspondence**

1. Thank you letter from Friends of the Lakeville Council on Aging
2. Thank you letter from The Tuesday Club

## **Adjournment**

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

VOTED: To adjourn the Select Board Meeting at 8:45 PM.  
Unanimous in favor.

## **List of documents provided at the Select Board Meeting of July 31, 2023**

1. Agenda page
2. Agenda page
3. Agenda page; Select Board Meeting Minutes of June 26, 2023
4. Agenda page; memo from Town Administrator; draft Abutter Program Policy
5. Agenda page; Memorandum of Agreement
6. Agenda page; Agreement for School Resource Officer; Memorandum of Understanding
7. Agenda page; emails from Town Counsel and Town Administrator; suggested edits by MA House Counsel to petition article
8. Agenda page; Special Town Meeting Schedule
9. Agenda page; letters from Richard Coletti; Matthew Pauliks and Ian Daley; email from Police Chief
10. Agenda page; memo from Town Clerk
11. Agenda page; email from Chris Carmichael and Appeals Board Clerk
12. Agenda page; email from Park Commission
13. Agenda page; application from Lakeville Lions Club for special beer and wine license
14. Agenda page
15. Agenda page; draft Town Administrator FY24 goals
16. Agenda page; letter from Board of Health;
17. Agenda page
18. Agenda page
19. Agenda page; letter from Friends of the Lakeville Council on Aging; letter from the Tuesday Club of Assonet