

**AGENDA ITEM #5
AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE CONTRACT WITH
THE TOWN ACCOUNTANT**

Attached for the Board's review is the proposed contract with the Town Accountant and a copy of his previous contract.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE TOWN OF LAKEVILLE
AND
HASSETT FINANCIAL SERVICES, LLC**

THIS AGREEMENT, made on the 30th of June 2023 by and between the Town of Lakeville, having a place of business at 346 Bedford Street, Lakeville, Massachusetts 02347, acting by and through its Board of Selectmen, hereinafter referred to as the Town, and Hassett Financial Services, LLC, having a place of business at 82 Cottonwood Street, Fairhaven, Massachusetts 02719, hereinafter referred to as the Consultant.

WITNESSETH THAT:

WHEREAS, the Town has a need to discharge the duties contained in Massachusetts General Laws, Chapter 41, Sections 55 through 61, et al, for the proper and prudent management of the financial affairs of the municipality of the Town of Lakeville; and

WHEREAS, the Town has determined that it needs professional financial management services for the prudent and proper supervision of the financial affairs of the municipality; and

WHEREAS, the Consultant and its professional associates are experienced, competent and learned in public sector financial and legal matters, and well qualified to advise and assist the Town in the provision of town accountant and financial management services; and

WHEREAS, the Town has determined that it wishes to establish a relationship with the Consultant for the provision of town accountant and financial management to the Town; and

WHEREAS, the Consultant has expressed an interest in providing town accountant and financial management services for the Town; and

WHEREAS, the Town is interested in retaining the services of the Consultant:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. ENGAGEMENT OF THE CONSULTANT

The Town hereby agrees to engage the services of the Consultant for the purposes of providing town accountant and financial management services for the Town as delineated in Section II SCOPE OF SERVICES herein for a period commencing on July 1, 2023 and continuing until June 30, 2026, subject to appropriation by the Town.

The Consultant acknowledges that the Town retains complete discretion as to any successor agreement and shall hold the Town harmless from any and all liability should the Town elect not to retain the services of the Consultant under a successor agreement.

The relationship between the parties at all times shall be based on the Consultant being an independent contractor.

The Consultant hereby agrees to hold the Town free and harmless from any and all liability and claims for damages by reason of any injury to any person or persons including, but not limited to, the Consultant and its employees, or property of any kind whatsoever and to whomsoever belonging, including, but not limited to, the Consultant and its employees and agents from any cause or causes whatsoever arising from the performance by the Consultant, and its employees and agents of its obligations under the provisions of this agreement; provided, however, that Consultant shall not be liable to the Town for any injury to persons or property which may result solely or primarily from the action or non-action of the Town, its officers or employees.

II. SCOPE OF SERVICES

At a minimum, the scope of services will include on-site professional services to be delivered on a scheduled, weekly basis. The Consultant will provide professional support towards the continuation of the day-to-day operations and internal control systems of the Accounting Department including, but not limited to:

- Assist with Massachusetts DOR Tax Rate Setting Process
- Finalize Massachusetts DOR End Of Year Reporting
- Certify Free Cash as of June 30th
- Assist with annual financial Audit preparation and responses
- Review of weekly warrants
- Recording of commitments and abatements
- Review and posting of treasurer's receipts
- Maintenance of the General Ledger
- Account reconciliations
- Financial reporting, as requested
- Work with Department Heads, key staff, and public officials
- Budget support, as required by the Town Administrator

III. TERM

The term of this Agreement shall commence on July 1, 2023 and expire on June 30, 2026.

IV. COMPENSATION

The Town and the Consultant hereby agree that for all services rendered, the Consultant will be compensated as follows.

- A. The Consultant shall receive monetary compensation for authorized services rendered on an hourly rate basis as follows: \$160.00/hr for FY2024; \$162.50/hr for FY2025; and \$165.00/hr for FY2026.
- B. The Consultant shall send the Town an invoice for services rendered as set forth in Section II. SCOPE OF SERVICES herein on a calendar month basis. The Town shall remit payment within fifteen (15) days of receipt of the Consultant's invoice, subject to available funds.
- C. The Consultant shall be responsible for all out-of-pocket expenses, including professional liability insurance, and shall be responsible for all direct and indirect costs.
- D. The Consultant shall be responsible for all state and federal income tax, and Social Security Administration reporting, payments, and liabilities incurred under this Agreement.

V. HOURS OF ENGAGEMENT

The Town shall require the Consultant to perform work in a diligent and dedicated manner, and the Consultant will be available to provide services under this Agreement.

The Consultant hereby acknowledges that in order to successfully render services, as agreed upon herein in Section II. SCOPE OF SERVICES, he shall be available for evening work, with notice.

Todd Hassett will serve as the primary consultant for this engagement. Mr. Hassett will serve as the Town Accountant and he will direct the day-to-day operations of that office. Todd will supervise and direct the Town's accounting office staff. During the contract period Todd will provide the Town with on-site coverage that averages one to two days per week.

VI. SUBCONTRACTS

No subcontract may be awarded by the Consultant, the purpose of which is to fulfill in whole or in part the services required by the Consultant, with the exception of typing, clerical, editing or printing services, without prior written approval by the Town.

VII. INSURANCE AND INDEMNIFICATION

The Consultant agrees to indemnify and hold the Town harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by Consultant (including all its employees, agents and independent contractors) in performing the services required under Section II herein, or any breach of the terms of this agreement by such Consultant and shall reimburse the Town for any and all costs, damages and expenses, including reasonable attorney's fees, which the Town pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this section shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the Town with respect to the Consultant, in connection with this Agreement.

Before commencing work, the Consultant shall obtain and maintain, at its expense and from insurance companies of a Best Rate of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below.

- (a) Workers' Compensation, covering the obligations of the Consultant in accordance with applicable Workers' Compensation or Benefits law.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Such additional insurances may be required to be carried by the Consultant by law.

Consultant shall maintain such insurance during the term of Agreement and give the Town twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the Town. The Town will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the Town upon the execution of this Agreement and at such times thereafter as the Town may reasonably request.

VIII. TERMINATION OF AGREEMENT

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon, have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If this Agreement is terminated under this clause, the Town shall remunerate the Consultant based upon fee schedule contained in Section III for services performed. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Agreement shall, at the option of the Town, become its property.

The Consultant hereby agrees to give the Town written notice should the Consultant desire to terminate this Agreement, and he shall provide the Town with written notice of such termination at least thirty (30) days before the effective date of such termination. In addition, the Town may terminate this contract at any time for its convenience upon thirty (30) days notice. This Agreement is also subject to an available appropriation. In the event the town fails to appropriate or make available sufficient funds to support the continuation of this Agreement in subsequent fiscal years, the Town shall cancel the Agreement.

IX. ACCESS TO RECORDS

The Consultant shall make all books, accounts, records, reports, files, and other papers, things or property that relate to his activities under this AGREEMENT available at all reasonable times for inspection, review and audit by the Town, the Commonwealth of Massachusetts or its authorized agents, et al. The Consultant shall provide related data and documents to the Commonwealth of Massachusetts for examination after reasonable notice and at reasonable times as required under Executive Order Number 195.

X. NON-DISCRIMINATION

The Consultant shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964, and related regulations issued pursuant thereto; Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Housing and Community Development Act of 1974, as amended, and regulations issued pursuant thereto; the Age Discrimination Act of 1975; Section 402 of the Veterans of the Vietnam Era Act; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws, Chapter 151B, Section 1 et seq.; State Executive Order 71; as amended and revised by Executive Order 116, 143 and 227; and all other related federal and state non-discrimination rules and regulations.

The Consultant shall not discriminate in any activity related to the Town or against any employee or applicant for employment because of race, color, religion, sex, handicap, sexual preference, or national origin.

XI. CONFLICT OF INTEREST

The Consultant shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, Massachusetts General Laws, Chapter 268A, and the federal Hatch Act.

XIII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, PROCEDURES AND GUIDELINES

All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of all applicable federal, state, and local laws, regulations, rulings, and procedures.

XII. CONFIDENTIALITY

For the purposes of the Agreement, "Confidential Information" shall mean all information and data disclosed to the Consultant in furtherance of its performance of Consulting Services hereunder, in any format, including without limitation, financial information concerning the Town, operating information, information or material whether in electronic, written, or graphic form. The Consultant shall not disclose such Confidential Information to any third party without the prior written consent of the Town.

XIII. INTEREST OF THE CONSULTANT

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed.

XIV. FORCE MAJEURE

No failure or delay in performance shall be deemed a breach of this agreement when such failure or delay is occasioned by or due to any act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, the binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not within the control of the party against whom a breach is alleged.

XV. AMENDMENTS & SEVERABILITY

No amendment to this Agreement shall be effective unless it is in writing and is executed by authorized representatives of both Parties. If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected thereby, and all other parts of this AGREEMENT shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the Town and the Consultant have executed this AGREEMENT in triplicate as of the date above written.

CONSULTANT:

TOWN:

Todd K. Hassett, Owner
Hassett Financial Services, LLC

Ari J. Sky, Town Administrator
Town of Lakeville

Date

Date

**PROFESSIONAL SERVICES AGREEMENT
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event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Agreement shall, at the option of the Town, become its property.

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The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed.

XIV. FORCE MAJEURE

No failure or delay in performance shall be deemed a breach of this agreement when such failure or delay is occasioned by or due to any act of God, strike, lockout, war, riot, epidemic, explosion, sabotage, the binding order of any court or governmental authority, or any other cause whether of the kind herein enumerated or otherwise not within the control of the party against whom a breach is alleged.

XV. AMENDMENTS & SEVERABILITY

No amendment to this Agreement shall be effective unless it is in writing and is executed by authorized representatives of both Parties. If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected thereby, and all other parts of this AGREEMENT shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the Town and the Consultant have executed this AGREEMENT in triplicate as of the date above written.

CONSULTANT:

TOWN:

Todd K. Hassett, Owner
Hassett Financial Services, LLC

Maureen Candito, Town Administrator
Town of Lakeville

Date

Date

**AGENDA ITEM #6
AUGUST 21, 2023**

**UPDATE OF ASSAWOMPSET ELEMENTARY SCHOOL WINDOWS
AND DOORS PROJECT**

Project staff will provide an update to the Select Board.

**AGENDA ITEM #7
AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE TOWN
ADMINISTRATOR FY24 GOALS**

Attached are the Town Administrator FY24 Goals with the revisions requested by the Board.

FY 2024 Town Administrator Goals

1. Infrastructure Projects
 - a. DPW Administration Building
 - b. Fire Station Project
 - c. Outdoor Stage Cover
 - d. Assawompset ES MSBA Renovation Project
 - e. Gamache Playground
 - f. New Fields
 - g. Betty's Neck
 - h. Cybersecurity/IT infrastructure

2. Acquire Grants and Implement Grant-Funded Projects
 - a. Existing Projects:
 - i. Old Town Hall Roof
 - ii. Ambulance Replacement
 - iii. Extension of Water Services at Parks & Facilities
 - iv. Senior Center Addition Study
 - b. Other ARPA-Funded Projects
 - c. ADA Grant (Old Library entrance)
 - d. Community Compact (continue records retention project)
 - e. EV chargers (MG&E)

3. Personnel System Priorities
 - a. Classification & Compensation Study
 - b. Oversight Structure (inc. Wage & Personnel Board)
 - c. Updated Employee Handbook
 - d. Identify training programs and opportunities for employees and recommend resources to support.

4. Continue to Strengthen Internal Operations
 - a. Maintain sustainable fiscal profile.
 - i. Refine CIP.
 - ii. Long-range forecasting.
 - b. Continue emphasis on effective communications and transparency.
 - c. Identify and implement measures to support 5 member Select Board:
 - i. Physical Improvements
 - ii. Resource requirements
 - iii. Policy updates

5. Expand Community Outreach
 - a. Continue informative videos
 - b. Examine "citizens academy" concept
 - c. Identify ways to expand community access to information.

6. Economic Development Priorities
 - a. Work with Select Board and other bodies to clarify development/preservation priorities.
 - b. Problem Properties Group
 - i. Implement abutters' program.

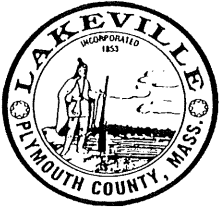
7. Professional Development
 - a. Maintain ICMA Credentialed Manager status.
 - b. Enroll in MCPPO classes.

DRAFT

**AGENDA ITEM #8
AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE TO ISSUE COMMONWEALTH OF
MASSACHUETTS WARRANT TO ANIMAL CONTROL OFFICERS**

This is the annual notice to the Animal Control Officers under MGL Chapter 140.



COMMONWEALTH OF MASSACHUSETTS WARRANT TO THE ANIMAL CONTROL OFFICERS

Plymouth County, ss

To David Frates of the Town of Lakeville, Cathy Seeley of the Town of Middleborough, Darcy Lee of the Town of Berkley, Lisa Podielsky of the Town of Lakeville and Ronnie Frates of the Town of Rochester:

In the name of the Commonwealth of Massachusetts, you are hereby required to proceed forthwith to seek out, catch and confine all dogs within the Town of Lakeville not duly licensed, collared or harnessed, and tagged, according to the provisions of chapter one hundred and forty of the General Laws, and you are further required to make and enter complaint against the owner or keeper of every such dog, and to kill or cause to be killed only by the administration of barbiturates in a manner deemed acceptable by the American Veterinary Medical Association Guidelines on Euthanasia, except by gunshot in case of emergency, each such dog which, after being detained for a period of seven days, shall not then have been duly licensed, collared or harnessed, and tagged, except that any dog not found to be diseased may be made available for adoption for not less than \$3.00, and you shall keep an account of any such adoption and forthwith pay over the money to the Town Treasurer. Before delivery of any dog so adopted, you shall require the purchaser to show identification and to register and procure a license and tag for such dog from the Town Clerk of the town where the dog is to be kept, in accordance with the provisions of section one hundred and thirty-seven of chapter one hundred and forty of the General Laws.

Hereof fail not, and make due return of this warrant with your doings therein, on or before the first day of October next, on or before the first day of January next, and on or before the first day of April next, and at the expiration of your term of office, stating the number of dogs caught, confined and/or killed or adopted and the name of the owners or keepers thereof, and whether all unlicensed dogs and cats in the Town of Lakeville have been caught, confined and/or killed, or adopted, and the names of persons against whom complaints have been made under the provisions of said chapter one hundred and forty, and whether complaints have been made and entered against all the persons who have failed to comply with the provisions of said chapter one hundred and forty.

Given under my hand and seal at Lakeville aforesaid the 21st day of August in the year two thousand and twenty-three.

Brian Day, Chairman
Lakeville Select Board

**AGENDA ITEM #9
AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE TO AWARD SERSG BIDS FOR
DEPARTMENT OF PUBLIC WORKS SUPPLIES; PAPER AND
OFFICE SUPPLIES**

Attached are the bid award letters with the winning bids for the above items that are bid out by SERSG.

If in favor, the motion would be:

To award the following contracts with pricing as noted on bid award sheets all commencing on July 1, 2023:

W.B. Mason Co., Inc. for Office Supplies for a 2-year period

W.B. Mason Co., Inc. for Paper Items for a 1-year period

Dennis K. Burke for Mid-Grade Unleaded Gasoline and Ultra Low Sulfur Diesel for a 1-year period

John Hoadley and Sons, Inc. for Catch Basin Frames and Square Grates for a 1-year period

Lorusso Corp. for Dense Graded Crushed Stone and ¾" Stone for a 1-year period

Ferguson Waterworks for Catch Basin Extension Rings for a 1-year period

T.L. Edwards for Hot Mix (FOB) for Zone E for a 1-year period



Southeastern Regional Services Group

Award of OFFICE SUPPLIES contract for 7/1/2023 - 6/30/2025

The Select Board for the Town of Lakeville voted at its meeting held on August 21, 2023 to award a contract to W.B. Mason Co., Inc. of Brockton, MA for Office Supplies for a two-year period commencing on July 1, 2023.

W.B. Mason submitted a responsive bid with the largest discount of 56.1% off the prices of office supplies and with a 31.1% discount off of ink and toner cartirdges contained in the print or electronic-file catalog from 2021 Essendant, Inc. (formerly United Stationer's Supply), subject to specific exclusions, in response to the SERSG Cooperative Invitation for Bids for Office Supplies for Fiscal Years 2024 and 2025.

This award is conditioned upon receipt of the appropriate documents specified in the above Invitation for Bid. The SERSG Regional Administrator will collect these documents and present them for final approval and signature.

Chairman, Select Board

Member, Select Board

Member, Select Board

APPENDIX A: BID QUOTATION FORM

Bidder W.B. Mason Co., Inc. offers a discount of 56.1 percent off of all supplies
 (Name of Company) (numerical amount)

contained in the print or electronic-file Catalog from (check one):

2021 Essendant, Inc. (formerly United Stationer's Supply)

Or 2021 S.P. Richards

with the exception of ink and toner cartridges and typewriter ribbons to be discounted at 25% less

31.1 % for the two-year period commencing July 1, 2023,
 (general discount minus 25%)

The discounted prices shall include delivery to the destination points specified in Appendix F as well as any departments or locations formally added by the municipalities during the contract period. There is no minimum order required under this Invitation for Bids and delivery must be completed within 24 hours of the order. Qualification of the discount will result in the bid being declared non-responsive.

The following categories of supplies are EXCLUDED from the discount and are described in the 2021 Essendant, Inc. Catalog or 2021 SP Richards Catalog. The same categories of exclusion will apply to the 2024 and 2025 Catalogs.

- A. Office Furniture (bulletin boards and easels smaller than 6 feet in area are not excluded, small hooks that are not considered permanently installed are not excluded)
- B. Art and Drafting Supplies (glue, glue stick, glue pens, tape, and scissors are not excluded)
- C. Audio Visual Equipment
- D. Computer Hardware (storage disks, disk holders, flash drives, mousepads, wrist pads, copyholders, cleaning supplies are not considered to be hardware are are not excluded)
- E. Dictation Equipment
- F. Leather Cases, Organizers and Pad Holders as are constructed primarily of natural leather. (No other cases, organizers, or pad holders are excluded)
- G. Plug-In Electrical Machines consisting of machines, lighting fixtures or lamps wherever depicted in the Catalog which either plug directly into a 110 volt AC power source or utilize at all times power derived from a transformer included as part of the listed item and which is plugged into a 110 volt AC power source. (Although Electrical equipment is excluded, supplies for such equipment are not excluded e.g. laminating supplies, money counting supplies, label-maker supplies, shredder supplies)
- H. Customized Products

ALL CATALOG ITEMS NOT SPECIFICALLY EXCLUDED HEREIN ARE SUBJECT TO THE DISCOUNT. New items added to subsequent versions of the Catalog that are not specifically excluded herein are also subject to the contracted discount.

Acknowledgement of Amendments (if any) _____

 Signature of Authorized Agent

W.B. Mason Co., Inc.
 Name of Company



Southeastern Regional Services Group

Award of PAPER contract for 7/1/2023 - 6/30/2024

The Select Board for the Town of Lakeville voted at its meeting held on August 21, 2023 to award a contract to **W. B. Mason Co., Inc.** of Brockton, MA for Paper items listed below for the one-year period commencing on July 1, 2023. This award is conditioned upon receipt of the appropriate documents specified in the IFB. The SERSG Regional Administrator will collect documents on behalf of the municipality and present them for final approval and signature.

Chairman, Select Board

Member, Select Board

Member, Select Board

MULTIPURPOSE PRINTER PAPER - 92 BRIGHTNESS 0

20 lb. White, 8 1/2" x 11" (Carton- 5000 sheets) LETTER

<u><i>W.B. Mason Co., Inc.</i></u>	<u><i>\$ 44.80</i></u>	per carton	60 cartons	<u><i>\$2,688.00</i></u>
Bidder's Name	Bid Price			Sub-Total

**20 lb. White, 8 1/2" x 11" (Carton- 5000 sheets) LETTER
Same paper as above WITH 3- HOLE PUNCHES**

<u><i>W.B. Mason Co., Inc.</i></u>	<u><i>\$ 46.80</i></u>	per carton	0 cartons	<u><i>\$0.00</i></u>
Bidder's Name	Bid Price			Sub-Total

**20 lb. White, 8 1/2" x 11" (Carton- 5000 sheets) LETTER
Same as above in RECYCLED PAPER**

<u><i>W.B. Mason Co., Inc.</i></u>	<u><i>\$ 47.30</i></u>	per carton	0 cartons	<u><i>\$0.00</i></u>
Bidder's Name	Bid Price			Sub-Total

20 lb. White, 8 1/2" x 14" (Carton- 5000 Sheets) LEGAL

<u><i>W.B. Mason Co., Inc.</i></u>	<u><i>\$ 52.80</i></u>	per carton	5 cartons	<u><i>\$264.00</i></u>
Bidder's Name	Bid Price			Sub-Total

**20 lb. White, 8 1/2" x 14" (Carton- 5000 Sheets) LEGAL
Same as above in RECYCLED PAPER**

<u><i>W.B. Mason Co., Inc.</i></u>	<u><i>\$ 55.30</i></u>	per carton	0 cartons	<u><i>\$0.00</i></u>
Bidder's Name	Bid Price			Sub-Total

20 lb. White, 11" x 17" (Carton- 2500 Sheets) LEDGER

<u><i>W.B. Mason Co., Inc.</i></u>	<u><i>\$ 46.80</i></u>	per carton	0 cartons	<u><i>\$0.00</i></u>
Bidder's Name	Bid Price			Sub-Total

**20 lb. White, 11" x 17" (Carton- 2500 Sheets) LEDGER
Same as above in RECYCLED PAPER**

<u><i>W.B. Mason Co., Inc.</i></u>	<u><i>\$ 49.30</i></u>	per carton	0 cartons	<u><i>\$0.00</i></u>
Bidder's Name	Bid Price			Sub-Total

60 lb., 8 1/2" x 11" (Carton-5000 sheets) LIGHT CARDSTOCK

<u><i>W.B. Mason Co., Inc.</i></u>	<u><i>\$ 64.80</i></u>	per carton	0 cartons	<u><i>\$0.00</i></u>
Bidder's Name	Bid Price			Sub-Total

MULTIPURPOSE PRINTER PAPER - 96 BRIGHTNESS

20 lb. White, 8 1/2" x 11" (Carton-5000 sheets)

<u>W.B. Mason Co., Inc.</u>	<u>\$ 49.80</u>	per carton	0 cartons	<u>\$0.00</u>
Bidder's Name	Bid Price			Sub-Total

24 lb. White, 8 1/2" x 14" (Carton-5000 sheets)

<u>W.B. Mason Co., Inc.</u>	<u>\$ 69.80</u>	per carton	0 cartons	<u>\$0.00</u>
Bidder's Name	Bid Price			Sub-Total

24 lb, White, 11" x 17" (Carton - 5000 sheets)

<u>W.B. Mason Co., Inc.</u>	<u>\$ 64.80</u>	per carton	0 cartons	<u>\$0.00</u>
Bidder's Name	Bid Price			Sub-Total

MULTIPURPOSE PRINTER PAPER - 98 BRIGHTNESS

20 lb. White, 8 1/2" x 11" (Carton-5000 sheets)

<u>W.B. Mason Co., Inc.</u>	<u>\$ 49.80</u>	per carton	0 cartons	<u>\$0.00</u>
Bidder's Name	Bid Price			Sub-Total

20 Lb. - Bond Paper

25% Cotton or Similar, 8 1/2" x 11" (Carton-5000 sheets)

<u>W.B. Mason Co., Inc.</u>	<u>\$ 98.80</u>	per carton	0 cartons	<u>\$0.00</u>
Bidder's Name	Bid Price			Sub-Total

COLORED PAPER

20 lb.-One Color- 8 1/2" x 11" (Carton- 5000 sheets)

<u>W.B. Mason Co., Inc.</u>	<u>\$ 56.80</u>	per carton	0 cartons	<u>\$0.00</u>
Bidder's Name	Bid Price			Sub-Total

20 lb.- Assorted colors- 8 1/2" x 11" (Carton- 5000 sheets)

<u>W.B. Mason Co., Inc.</u>	<u>\$ 57.80</u>	per carton	0 cartons	<u>\$0.00</u>
Bidder's Name	Bid Price			Sub-Total

GRAND TOTALS

<u>W.B. Mason Co., Inc.</u>	<u>\$2,952.00</u>
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Southeastern Regional Services Group

DPW SUPPLY Award for 7/1/2023-6/30/2024

The Select Board of the Town of Lakeville voted at its meeting held on _____ to award contracts to the bidders listed below under the SERSG DPW Supply IFB for the one-year period commencing on July 1, 2023. This award is conditioned upon receipt of the appropriate documents specified in the IFB. The SERSG Regional Administrator will collect documents on behalf of the municipality and present them for final approval and signature.

Chair, Board of Selectmen _____

Board Member _____

Board Member _____

40. Mid-Grade Unleaded Gasoline (89 Octane)		45,000
Dennis K. Burke	0.0722 gallon	Bid Increment
	<i>results in:</i>	Boston Low 2.4660
		Bid Increment 0.0722
		Comm. of MA Tax 0.2400
		Total per gal Price 2.7782
		Bid x est. gals 125,019.00

42. Ultra Low Sulfur Diesel		17,000
Dennis K. Burke	0.0722 gallon	Bid Increment
	<i>results in:</i>	Boston Low 2.7080
		Bid Increment 0.0722
		Comm. of MA Tax 0.2400
		Total per gal Price 3.0202
		Bid x est. gals 51,343.40

TOTAL - \$ 176,362.40

	<u>Quant. Est</u>	<u>Bid Price</u>	<u>Unit</u>	<u>Est. Value</u>
21 Catch Basin Frames (4 flange) includes grates				
	10	347.03	per each	\$3,470.30
22 Catch Basin Square Grates				
	5	130.20	per each	\$651.00
			Grand Total	\$4,121.30

TOTAL - \$ 4,121.30

21. Catch Basin Frames (4 flange) includes grates			
John Hoadley and Sons, Inc.	\$ 426.00	each	10 frames
			4,260.00
22. Catch Basin Square Grates			
John Hoadley and Sons, Inc.	\$ 174.00	each	10 grates
			1,740.00

TOTAL - \$ 6,000.00

1. Dense Graded Crushed Stone			
Lorusso Corp.	\$ 18.88	per ton	50 tons
			944.00
4. 3/4" Stone			
Lorusso Corp.	\$ 21.85	per ton	50 tons
			1,092.50

TOTAL - \$ 2,036.50

23. Catch Basin Extension Rings				
Ferguson Waterworks	\$ 173.19	1"	5 1" rings	865.95
	\$ 184.02	1 1/2"	3 1.5" rings	552.06
	\$ 198.31	2"	3 2" rings	594.93
			Total Bid Price	2,012.94

TOTAL - \$ 2,102.94

34. Hot Mix (FOB), ZONED				
Zone E: Lakeville, Middleboro, Raynham, Taunton				
T L Edwards	\$ 76.00	per ton	175 tons	13,300.00

TOTAL - \$ 13,300.00

GRAND TOTAL - \$ 203,923.14

**AGENDA ITEM #10
AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE ON TIME FOR SPECIAL TOWN
MEETING ON NOVEMBER 13, 2023**

When the Special Town Meeting was scheduled, the Board did not designate a time. Chairman Day has suggested a start time of 6:30 PM.

**AGENDA ITEM #11
AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE ON JOB DESCRIPTION FOR
SEALER OF WEIGHTS AND MEASURES**

The Town's Sealer of Weights and Measures has resigned and the Building Commissioner is requesting that the Board review and approve a job description for the position.

Attached is the memo from the Building Commissioner and the proposed job description.



Office of
Building Commissioner

TOWN OF LAKEVILLE
346 BEDFORD STREET
LAKEVILLE, MA 02347
508-946-8804

RECEIVED
AUG 17 2023
SELECTMEN'S OFFICE

To: John Viarella, Human Resources Director
From: Nathan P. Darling, Building Commissioner
Date: August 16, 2023
Subject: Sealer of Weights and Measures

The Town's Sealer of Weights and Measures, David Enos, has informed me that he can no longer continue working for the Town of Lakeville. The Town has been very fortunate to have Dave serve as our Sealer of Weights and Measures for the past 21 years, but he recently became Chief of Police for the Town of Seekonk. We are grateful for the many years of service Dave provided to the Town, and we wish him all the best in his exciting new role.

Because of the number of years that Dave held this position, we were unable to find a job description that was used previously. Basically, a Sealer of Weights and Measures is responsible for inspecting all weighing and measuring devices used to sell products and certifies (seals) the integrity of these devices including: gasoline meters, scales, and scanners. This specialized position is mandated by the Massachusetts Division of Standards.

We have drafted a job description for the Select Board's review and respectfully request that this matter be considered on the next Select Board meeting. M.G.L. Chapter 98 requires annual inspections of measuring devices, so it is important to hire a certified inspector as soon as possible.

If you need anything further, please let me know.

cc: Ari Sky, Town Administrator



Job Title: Sealer of Weights and Measures
Department: Department of Inspectional Services
Location: 241 Main Street Lakeville, MA 02347
Hours: As needed
Salary: \$6,300 per year divided into two payments. This is a Non-Union position.
FLSA Status: Non-Exempt

Description:

The Sealer of Weights and Measures is responsible for verifying the accuracy of weighing and measuring devices and other related work as mandated by State Law (M.G.L. c. 98) and the Town's By-Laws.

Essential Functions:

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

Responsible for inspecting all weighing and measuring devices used to sell products or goods by weight or measure and ensures the integrity of these devices including but not limited to: gasoline meters, scales, and scanners.

Submits a report twice per year indicating which businesses were inspected and the fees assessed.

Supervision Received:

Works under the general supervision of the Director of Inspectional Services and Permitting.

Supervision Given:

None

Job Environment:

- Works under limited supervision using standardized practices and/or methods.
- Work is performed primarily indoors in various locations. May require some work outdoors, during all seasons and weather conditions.
- Makes frequent contact with the general public.

Working Conditions:

Frequent moderate physical effort demanded when making inspections.

Frequently required to climb and reach.

Regularly required to use hands and fingers to handle, feel, or operate tools or controls.

May lift or carry objects up to 50 pounds.

Requirements:

- High school diploma or equivalent.
- Must be certified by the Commonwealth as a Sealer of Weights and Measures.
- Working knowledge of the proper methods, procedures, and techniques of inspecting, testing and verifying the accuracy of weighing and measuring devices.
- Must have a valid Massachusetts driver's license.

Disclaimer

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of the person so classified. All personnel may be required to perform duties outside of their normal responsibilities from time to time as needed.

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

**AGENDA ITEM #12
AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPOINT OPEN SPACE
COMMITTEE REPRESENTATIVE TO THE COMMUNITY
PRESERVATION COMMITTEE**

Attached is an email from Amy Knox regarding being designated as the Open Space Committee's representative to the Community Preservation Committee.

If appointed, her term would expire July 31, 2026.

Tracie Craig-McGee

From: Amy Knox <amyknox95@gmail.com>
Sent: Monday, August 14, 2023 2:28 PM
To: Tracie Craig-McGee
Subject: Re: Open Space representative to CPC

Yes, I was appointed by the group to represent CPC.

Amy

On Mon, Aug 14, 2023 at 2:21 PM Tracie Craig-McGee <tcraig-mcgee@lakevillema.org> wrote:

Hi Amy,

Did Open Space appoint their representative to the CPC? If so, could you please send an email requesting appointment of that individual.

If you could send it prior to August 16th that would be helpful as we have it on our agenda for August 21st. Thanks!

Tracie Craig-McGee

Executive Assistant - Select Board

& Town Administrator

Town of Lakeville

346 Bedford Street

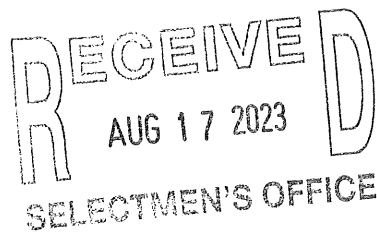
Lakeville, MA 02347

508 946-8803

**AGENDA ITEM #13
AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE TO DESIGNATE A SELECT
BOARD REPRESENTATIVE TO THE LIBRARY DIRECTOR SEARCH
COMMITTEE**

Attached please find a letter from the Library Board of Trustees requesting that the Select Board designate a representative to serve on the Library Director Search Committee.



Lakeville Public Library
4 Precinct Street
Lakeville, Massachusetts 02347

August 17, 2023

Dear Select Board,

The following individuals have agreed to serve on the
Lakeville Public Library Director Search Committee:

Friends of the Lakeville Library: Maria Martin

Citizens at Large: Paul Meleedy

Randal Swann

Trustees: Ruth Gross

Patrick Marshal

Nancy LaFave

We will be filling the Staff position at our next meeting on August
23, 2023.

We respectfully request that the Select Board select one of their
members or designate a representative to serve on the committee.

Sincerely,

Nancy A. Johnson LaFave
Trustee Chairman

**AGENDA ITEM #14
AUGUST 21, 2023**

**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**

Attached is a letter from the Lakeville Arts Council 2023 Festival Committee requesting permission for signage and a banner for the 2023 Arts & Music Festival.

Proposed motion:

To approve the request to place a sign at the intersection of Route 79 and Precinct Street and a banner at Dickran Diran Square advertising the 2023 Arts & Music Festival.

RECEIVED
AUG 14 2023
SELECTMEN'S OFFICE



August 7, 2023

Mr. Ari Sky, Town Administrator
Lakeville Town Offices
346 Bedford Street
Lakeville, MA 02347

Dear Ari,

I am writing as a member of the 2023 Festival Committee to request permission from the selectmen for signs to announce the annual Arts & Music Festival one and/or two weeks before the event takes place on Saturday, September 30.

Our request has been sent to the Lion's Club Board members to place a 3'x5' A-frame sign on their Main Street property one week prior to October 1 and has been approved.

We would like permission from the Select Board to place a 3'x5' A-frame sign on the island at the intersection of Precinct Street and Route 79 one week prior to September 30. I will contact Chief Perkins to review and approve the "sight-line" once it has been placed.

The Festival Committee is also requesting permission to place up to 25 wired lawn signs around town on private property only, to announce the Festival one week before the event which takes place on September 30.

We are requesting permission to again place a 3ft x 10ft banner with Frank Moniz assistance, on the corner diagonally from the Historic Library at the top of the Dickran Diran Square with the sign facing the street one week before the event on September 30.

All signs and the banner will be removed by Monday, October 2 or sooner.

The final request is for the Festival to be announced on the Community Board for two weeks before the event takes place on September 30. I did send Tracie Craig-McGee this request via email today, August 7.

Please let me know if anything else required.

Thank you,

Joanne

Joanne Corrieri-Upham
Lakeville Arts Council & 2022 Festival Committee member

**AGENDA ITEM #15
AUGUST 21, 2023**

**DISCUSS RECENT MEETING BETWEEN RHINO CAPITAL AND
TOWN OF LAKEVILLE REGARDING THE FORMER LAKEVILLE
HOSPITAL SITE**

Staff will give an update to the Select Board.

**AGENDA ITEM #16
AUGUST 21, 2023**

**DISCUSS AND POSSIBLE VOTE ON REVISIONS TO ANNUAL
TOWN MEETING ARTICLE 14 (RECALL OF AN ELECTED
OFFICIAL) AS REQUESTED BY HOUSE COUNSEL**

Town Counsel will provide an overview of revisions to Article 14 as requested by the House of Representatives' Counsel.

Attached are copies of the article as approved by Town Meeting and a marked-up version that incorporates Counsels' edits.

ARTICLE 14: To see if the town will vote to authorize the Select Board to petition the General Court for special legislation to provide for recall of officials elected solely by the voters of Lakeville, and, further, to authorize the General Court to make changes of form only to such legislation unless approved by Select Board prior to enactment, and, further to authorize the Board to approve such changes as are within the public purposes of this petition or take any other action relative thereto. Subject to the above-stated rights of the General Court and the Select Board to make certain changes, the proposed special legislation shall include the following provisions relative to the recall of elected Town officials:

Recall of an Elected Official

A. RECALL DESCRIPTION

1. Any holder of an elected office in the Town of Lakeville may be recalled therefrom by registered voters of the Town as hereinafter provided.
2. The recall of an elected official will consist of a 3-step process.
3. An initial recall affidavit shall not be filed against an officer within 6 months after the officer takes office or within the last 6 months of the term.

B. INITIATION OF THE RECALL AFFADAVIT - (Step one) The Affidavit

1. Any 300 registered voters of the Town of Lakeville may initiate a recall petition by filing an affidavit with the Town Clerk.
2. The Select Board may appoint a Temporary/ Interim Town Clerk to handle the recall process and Election should the Town Clerk be the Elected official subjected to the recall.

C. THE PETITION - (Step two) The Petition

1. If the affidavit process has been completed in compliance with the requirements of Section B of this Chapter, the Town Clerk shall provide a sufficient number of copies of petition blanks demanding such recall (printed forms of which shall be kept on hand) to the voters who made the affidavit. The blanks shall be issued by the Town Clerk and bear the Clerk's signature and Official Seal; they shall be dated and addressed to the Select Board and shall contain the names of all persons to whom issued, the number of blanks so issued, the name of the person sought to be recalled, and shall demand the election of a successor to such office.
2. Such blanks must be provided within five Town hall business days during regular business hours.
3. Said recall petition shall be returned and filed with the Town Clerk on the 28th day after the requesting voter receives the blank petitions from the Town Clerk.
4. In the event that the Town hall is not open on the 28th day, the petition may be filed during normal business hours on the next Town hall business day.
5. The petition, before being returned and filed, shall be signed by 1000 qualified voters of the Town. Every signature must be accompanied by the signer's place of residence, giving the street and number.
6. Within 5 working days of receipt of the recall petition sheets, the town clerk shall submit the recall petition sheets to the board of registrars of voters and the board of registrars of voters shall verify the number of signatures which are names of registered voters of the town.

D. THE RECALL ELECTION - (Step three) The Recall Election

1. If the petition shall be found and certified by the Registrars of Voters to be sufficient, the Town Clerk shall forthwith submit it with the certificate to the Select Board. The Select Board shall forthwith give written notice to said official of the receipt of said certificate and, if the official sought to be removed does not resign within seven calendar days, shall order an election to be held on a day fixed by them not less than 45 days nor more than 60 days after the date of the Town Clerk's certificate that a sufficient petition is filed. However, if any other Town election is to occur within 90 days after the date of said certificate the Select Board may, at their discretion, postpone the holding of the recall election to the date of such other election. If a vacancy occurs in said office after a recall election has been so ordered, the election shall nevertheless proceed as in this section provided.

2. The nomination of other candidates, the publication of the warrant for the recall election and the conduct of the nomination and publication, shall all be in accordance with the law relating to elections, unless otherwise provided in this act.

3. Ballots used in a recall election shall contain the following propositions:

FOR THE RECALL OF THE
[NAME OF OFFICER] ()
AGAINST THE RECALL OF THE
[NAME OF OFFICER] ()

Adjacent to each proposition, there shall be a place to mark a vote. Following the propositions shall appear the word "Candidates" with directions to voters as required by section 42 of chapter 54 of the General Laws. Beneath the word "Candidates" shall appear the names of candidates nominated as provided in this act. Adjacent to the name of each candidate shall be a place to mark a vote.

E. DUTIES OF THE INCUMBENT

1. The incumbent shall continue to perform the duties of his/her office until the recall election.

2. If the official is not recalled, he/she shall continue in the office for the remainder of his/her unexpired term, subject to recall as before, as provided in this act.

F. VOTING RESULTS

1. If a majority of the votes cast upon the question of recall are in favor of recall, the officer shall be recalled and the votes for the candidates shall be counted.

2. In that instance, the candidate receiving the highest number of votes shall be declared elected for the open office.

3. If less than a majority of the votes cast are in favor of recall, the votes for candidates shall not be counted.

4. If the official is recalled in the recall election, he/she shall be deemed removed upon the election of his/her successor, who shall hold office during the unexpired term.

5. If the successor fails to take office within five days after receiving notification of his/her election, the incumbent shall thereupon be deemed removed and the office vacant.

G. CANDIDATES TO SUCCEED THE ELECTED OFFICIAL

1. Any elected official sought to be recalled may not be a candidate to succeed himself/herself.
2. The nomination of candidates, the publication of the warrant for the recall election, and the conduct of the same shall all be in accordance with the provisions of law relating to elections unless otherwise provided by this act.

H. APPOINTMENT OF RECALLED OR RESIGNED OFFICIAL

1. Any person who has been removed from an office or who has resigned from office while recall proceedings were pending against him/her shall not be appointed to any Town office within 2 years after such removal or such resignation.
2. In the case of an officer subjected to a recall election and not recalled, a new recall affidavit shall not be filed against that officer until at least 1 year has elapsed after the election at which the previous recall was submitted to the voters of the town.

I. EFFECTIVE DATE

This act shall take effect upon its passage.

Petition Article

An Act to establish recall methods for elected officials in the town of Lakeville.

A. RECALL DESCRIPTION

SECTION 1. (a) Any holder of an elected office in the ~~t~~Town of Lakeville may be recalled therefrom by registered voters of the ~~t~~Town as hereinafter provided; ~~provided, however, that-- members of the Freetown-Lakeville Regional School District committee shall not be considered elected officials for purposes of this act.~~

~~2.~~The recall of an elected official ~~shall~~will consist of a 3-step process ~~as set forth in subsections (b) through (d), inclusive.~~

~~3.~~An initial recall affidavit shall not be filed against an officer within 6 months after the officer takes office or within the last 6 months of their ~~ir~~ term.

B. INITIATION OF THE RECALL AFFADAVIT -- (Step one) The Affidavit

~~(b)1.~~ An initial recall affidavit signed by at least ~~any 5% per cent of the~~ registered voters of the ~~T~~Town of Lakeville ~~containing their names and addresses may be filed with the Town Clerk. That initial recall affidavit shall contain may initiate a recall petition by filing an affidavit containing the name of the official to be recalled and a statement of the grounds for recall. The town clerk shall immediately forward the recall affidavit to the board of registrars for verification of signatures; with the tTown cClerk; provided, however, that if a recall affidavit is filed to recall the town clerk, the select board may appoint a temporary or interim town clerk to carry out the recall process.~~

~~2.~~The Select Board ~~may appoint a Temporary/ Interim Town Clerk to handle the recall process and Election should the Town Clerk be the Elected official subjected to the recall.~~

C. THE PETITION -- (Step two) The Petition

~~(c)1.~~ Within 14 calendar days of receipt of the initial recall affidavit, the board of registrars of voters shall (1) verify the signatures on the initial recall affidavit and if found to contain a sufficient number of signatures, (2) the town clerk shall thereupon deliver to the first 10 signers of the affidavit a formal numbered printed recall petition sheet with the town clerk's official seal, and addressed to the select board demanding the recall. The town clerk shall fill out the top portion of each recall petition sheet naming the elected official, the grounds for recall stated in the petition, the names of the first 10 voters signing the affidavit, and shall demand the election of a successor to the office. A copy of the recall petition shall be entered in a record book to be kept in the office of the town clerk.

~~If the affidavit process has been completed in compliance with the requirements of subSection (b)B of this Chapter, the tTown cClerk shall provide a sufficient number of copies of recall petition blanks demanding such recall (printed forms of which shall be kept on hand) to the voters who made the affidavit; provided, that the town clerk shall keep printed copies of the recall petition blanks on hand. The blanks shall be issued by the tTown cClerk and bear the cClerk's signature and oOfficial sSeal of the town; they The blanks shall be dated and addressed to the sSelect bBoard and shall contain the names of all persons to whom issued, the number of blanks so issued, the name of the person sought to be recalled, and shall demand the election of a successor to such office.~~

~~2.~~ SuchThe blanks must ~~shall~~ be provided within five ~~5~~ tTown hall business days during regular business hours.

The Town's registered voters making the initial recall affidavit shall then have twenty-eight days from the date of delivery of the blank recall petition sheets in which to file their signed recall petition sheets with the town clerk; provided, however, that if the town clerk's office is not open on the twenty-eighth day, the signed recall petition sheets may be filed during normal business hours on the next town clerk business day.

~~3.~~ Said rThe recall petition shall be returned and filed with the ~~t~~Town cClerk on the 28th day after the requesting voter receives the blank petitions from the ~~t~~Town cClerk; provided, however,

Commented [GJC1]: I recommend that this language be added because members of the RSD committee are not elected solely by the voters in Lakeville.

Commented [MB(2)]: This wording is confusing. It is not clear here what the 5% of registered voters need to do to initiate a recall petition. Most similar bills require a certain amount of signatures on an affidavit of this type to initiate a recall. If the intent here is to have the 5% of registered voters sign the affidavit we should explicitly say that.

Commented [MB(3)]: Correct? We refer to the recall petition in the next paragraph, so we should establish that the blanks provided to voters are the same thing.

Commented [MB(4)]: It's not clear who this is referring to. Do registered voters need to sign the affidavit? Or do the blanks just need to be sent to the voter who files the affidavit?

4. In the event that if the town hall is not open on the 28th day, the petition may be filed during normal business hours on the next town hall business day.

5. The petition, before being returned and filed, shall be signed by 1,000 ~~qualified-registered~~ voters of the Town. Every signature must be accompanied by the signer's place of residence, ~~including giving~~ the street and number.

Commented [MB(5)]: We've changed this to "registered voters" since that is the term used above. If "qualified voters" means something different than "registered voters" we may want to define "qualified voters".

6. Within 5 working days of receipt of the recall petition sheets, the town clerk shall submit the signed recall petition sheets to the board of registrars of voters and the board of registrars of voters shall ~~verify~~ certify thereon the number of signatures which are names of registered voters of the town.

D. THE RECALL ELECTION – (Step three) The Recall Election

(d) 1. If the recall petition filed pursuant to subsection (c) shall be found and certified by the Registrars of Voters to be sufficient, the Town Clerk shall forthwith submit the petition with the certificate to the Select Board. The Select Board shall forthwith give written notice of the receipt of the certificate to said official of the receipt of said certificate and, if the official sought to be removed does not resign within seven (7) calendar days, then the select board shall order an election to be held on a day fixed by the select board not less than 64 (45) days nor more than 90 (60) days after the date of the Town Clerk's issuance of a certificate to the select board showing that a sufficient petition has been filed; provided, however, if any other town election is to occur within 90 (90) days after the date of issuance of said certificate, the Select Board may, at their discretion, postpone the holding of the recall election to the date of such other election. If a vacancy occurs in said office after a recall election has been so ordered, the election shall nevertheless proceed as provided in this section provided.

Commented [GJC6]: Please note that 64 days' notice is the minimum amount of time needed under the General laws for the Town Clerk to prepare for an election.

Commented [MB(7)]: Is this correct based on the intent here? The earlier language in this paragraph says that the registrars of voters certify the petition, not the town clerk. Does the town clerk have to issue some kind of certificate to the select board? If that is the case, we should mention that before this.

An official sought to be removed may not be a candidate to succeed himself/herself in an election to be held to fill the vacancy. 2. The nomination of other candidates, the publication of the warrant for the recall election and the conduct of the nomination and publication, shall all be in accordance with the law relating to elections, unless otherwise provided in this act.

3. Ballots used in a recall election shall contain the following propositions:

FOR THE RECALL OF THE
[NAME OF OFFICER] ()
AGAINST THE RECALL OF THE
[NAME OF OFFICER] ()

Adjacent to each proposition, there shall be a place to mark a vote. Following the propositions shall appear the word "Candidates" with directions to voters as required by section 42 of chapter 54 of the General Laws. Beneath the word "Candidates" shall appear the names of candidates nominated as provided in this act. Adjacent to the name of each candidate shall be a place to mark a vote.

E. DUTIES OF THE INCUMBENT

1. (e) The incumbent shall continue to perform the duties of his/her/their office until the recall election.
2. If the official is not recalled, he/she shall continue in the office for the remainder of his/her unexpired term, subject to recall as before, as provided in this act.

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F. VOTING RESULTS

1. (f) If a majority of the votes cast upon the question of recall are in favor of recall, the officer shall be recalled and the votes for the candidates shall be counted.
2. In that instance event that a majority of the votes cast are in favor of recall, the candidate receiving the highest number of votes shall be declared elected for the open office.

3. If less than a majority of the votes cast are in favor of recall, the votes for candidates shall not be counted.

4. If the official is recalled in the recall election, ~~they~~he/she shall be deemed removed upon the election of ~~their~~his/her successor, who shall hold office during the unexpired term.

5. If the successor fails to take office within five days after receiving notification of ~~their~~his/her election, the incumbent shall thereupon be deemed removed and the office shall be deemed vacant.

~~G. CANDIDATES TO SUCCEED THE ELECTED OFFICIAL~~

~~(g)1. Any elected official sought to be recalled may not be a candidate to succeed themselves/himself/herself.~~

~~2. The nomination of candidates, the publication of the warrant for the recall election, and the conduct of the same shall all be in accordance with the provisions of law relating to elections unless otherwise provided by this act.~~

~~H. APPOINTMENT OF RECALLED OR RESIGNED OFFICIAL~~

~~(h)1. Any person who has been removed from an office or who has resigned from office while recall proceedings were pending against him/her shall not be appointed to any ~~T~~Town office within 2 years after such removal or ~~such~~ resignation.~~

~~2. In the case of an officer subjected to a recall election and not recalled, a new recall affidavit shall not be filed against that officer until at least 1 years ~~has~~ve elapsed after the election at which the previous recall was submitted to the voters of the town.~~

~~I. EFFECTIVE DATE~~

SECTION 2. This act shall take effect upon its passage.

Ari Sky

From: Ari Sky
Sent: Monday, July 10, 2023 1:31 PM
To: Brian Day; Lorraine Carboni; Lia Fabian
Cc: Lillian Drane, Town Clerk & Chief Elections Officer, CMC, Commissioner to Qualify & Burial Agent; Gregg J. Corbo
Subject: Recall Petition - Edits by House Counsel
Attachments: RE: Certified Vote - Article 14 (Recall of Elected Officials); RE: Certified Vote - Article 14 (Recall of Elected Officials)

All –

I received the attached email on Friday describing a number of revisions to the recall article that was approved at the Annual Town Meeting. Given that the article was submitted by petition, I reached out to Town Counsel to request guidance on the discretion afforded to the Select Board in revising the article. Gregg Corbo's response, which states that the Select Board has the authority to approve changes requested by the Legislature, is also attached.

My intention at this point is to meet with Gregg later this week to determine whether the proposed edits and requests for clarification fall within the scope of the petition and, if so, to prepare a version for the Select Board's consideration. I'm aiming to have a product ready for the July 31 meeting. Thanks.

Ari J. Sky, ICMA-CM

Town Administrator
Town of Lakeville
346 Bedford Street
Lakeville, Massachusetts 02347
asky@lakevillema.org
(508) 946-8803



Ari Sky

From: Gregg J. Corbo <GCorbo@k-plaw.com>
Sent: Monday, July 10, 2023 1:19 PM
To: Ari Sky
Cc: Mark R. Reich
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)

Hi Ari. Because the vote taken included the language quoted below, it is my opinion that the Select Board has the authority to approve changes requested by the Legislature. Please let me know if you want me to review and advise as to the specific changes being requested.

further, to authorize the General Court to make changes of form only to such legislation unless approved by Select Board prior to enactment, and, further to authorize the Board to approve such changes as are within the public purposes of this petition or take any other action relative thereto. Subject to the above-stated rights of the General Court and the Select Board to make certain changes, the proposed special legislation shall include the following provisions relative to the recall of elected Town officials:

From: Ari Sky <asky@lakevillema.org>
Sent: Monday, July 10, 2023 11:31 AM
To: Gregg J. Corbo <GCorbo@k-plaw.com>
Cc: Mark R. Reich <MReich@k-plaw.com>
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)

Gregg –

Just checking in on this issue. I could use some guidance regarding the Select Board's ability to amend this document given that the article was submitted by petition. Can you advise? Thanks.

Ari J. Sky, ICMA-CM
Town Administrator
Town of Lakeville
346 Bedford Street
Lakeville, Massachusetts 02347
asky@lakevillema.org
(508) 946-8803



From: Ari Sky <asky@lakevillema.org>
Sent: Friday, July 7, 2023 2:15 PM
To: Gregg J. Corbo <GCorbo@k-plaw.com>
Cc: Lillian Drane, Town Clerk & Chief Elections Officer, CMC, Commissioner to Qualify & Burial Agent <ldrane@lakevillema.org>
Subject: Fw: Certified Vote - Article 14 (Recall of Elected Officials)

Gregg -

House Counsel has provided a number of comments on the home rule recall petition, which was approved by Town Meeting in May. I'm not certain about how to proceed at this point, given that the article was submitted by petition. Can you advise? Thanks.

Ari J. Sky, ICMA-CM

Town Administrator

Town of Lakeville

346 Bedford Street

Lakeville, Massachusetts 02347

asky@lakevillema.org

(508) 946-8803



From: Newhall, Joshua (HOU) <Joshua.Newhall@mahouse.gov>
Sent: Friday, July 7, 2023 12:50 PM
To: Ari Sky <asky@lakevillema.org>
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)

Hey Ari,

I hope you and your family had a nice Fourth of July! I am sorry it took a bit, but I finally have some updates on the home rule legislation to establish recall methods for elected officials.

House Counsel took a bit reviewing because they had several recommendations. Attached are two copies of the redraft that House Counsel provided, along with comments on why each correction is needed. House Counsel sent a marked-up version and clean redraft for the town's review.

There were several clerical edits and a few sections where the town must provide additional details for clarity. The sections which require clarification must be amended and approved by the Select Board, along with the other clerical edits. Once that's done, I will send it in for another quick review and, if all the changes the town submits looks good, our office can file.

Please let me know if the town has any questions which need to be forwarded to House Counsel. I am sure they would be happy to explain any of their comments in more detail.

Regards,
-Josh

From: Ari Sky <asky@lakevillema.org>
Sent: Wednesday, May 10, 2023 11:02 AM
To: Rodrigues, Michael (SEN) <Michael.Rodrigues@masenate.gov>; Orrall, Norman - Rep. (HOU) <Norman.Orrall@mahouse.gov>
Cc: Flanagan, Maureen (SEN) <Maureen.Flanagan@masenate.gov>; Newhall, Joshua (HOU) <Joshua.Newhall@mahouse.gov>; Lillian Drane, Town Clerk & Chief Elections Officer, CMC, Commissioner to Qualify & Burial Agent <ldrane@lakevillema.org>
Subject: Certified Vote - Article 14 (Recall of Elected Officials)
Importance: High

All –

On May 8, the Lakeville Town Meeting voted to petition the Legislature for Special Legislation to provide for the recall of officials elected solely by the voters of Lakeville. A copy of the certified text is attached. Thank you for your consideration, and please let me know if you need anything else.

Ari J. Sky, ICMA-CM
Town Administrator
Town of Lakeville
346 Bedford Street
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asky@lakevillema.org
(508) 946-8803



Ari Sky

From: Gregg J. Corbo <GCorbo@k-plaw.com>
Sent: Thursday, July 13, 2023 2:27 PM
To: Newhall, Joshua (HOU)
Cc: Ari Sky
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)
Attachments: KP-#872297-v1-
An_Act_to_establish_recall_methods_for_elected_officials_in_the_town_of_Lakeville-_Counsel_Redraft.DOCX

Dear Josh:

As you may be aware, I am Town Counsel for the Town of Lakeville. I have reviewed the changes suggested by Attorney Martin relative to the Town's petitioned recall act and I am suggesting additional changes to address some of her comments.

Please forward this revised draft to Attorney Martin and inform her that she may contact me directly if there are any questions or concerns.

Please note that none of the amendments have been approved by the Select Board yet, but it is planning to address the matter at its next meeting on July 31, 2023. If we can reach agreement on potential revisions before then I can present it to the Board for approval at that meeting.

Thank you for your attention to this matter.

Very truly yours,

Gregg J. Corbo, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 654-1764
F: (617) 654 1735
gcorbo@k-plaw.com
www.k-plaw.com

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From: Newhall, Joshua (HOU) <Joshua.Newhall@mahouse.gov>
Sent: Friday, July 7, 2023 12:51 PM
To: Ari Sky <asky@lakevillema.org>
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)

Hey Ari,

I hope you and your family had a nice Fourth of July! I am sorry it took a bit, but I finally have some updates on the home rule legislation to establish recall methods for elected officials.

House Counsel took a bit reviewing because they had several recommendations. Attached are two copies of the redraft that House Counsel provided, along with comments on why each correction is needed. House Counsel sent a marked-up version and clean redraft for the town's review.

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Regards,
-Josh

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Sent: Wednesday, May 10, 2023 11:02 AM
To: Rodrigues, Michael (SEN) <Michael.Rodrigues@masenate.gov>; Orrall, Norman - Rep. (HOU) <Norman.Orrall@mahouse.gov>
Cc: Flanagan, Maureen (SEN) <Maureen.Flanagan@masenate.gov>; Newhall, Joshua (HOU) <Joshua.Newhall@mahouse.gov>; Lillian Drane, Town Clerk & Chief Elections Officer, CMC, Commissioner to Qualify & Burial Agent <ldrane@lakevillema.org>
Subject: Certified Vote - Article 14 (Recall of Elected Officials)
Importance: High

All –

On May 8, the Lakeville Town Meeting voted to petition the Legislature for Special Legislation to provide for the recall of officials elected solely by the voters of Lakeville. A copy of the certified text is attached. Thank you for your consideration, and please let me know if you need anything else.

Ari J. Sky, ICMA-CM
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**AGENDA ITEM #17
AUGUST 21, 2023**

BUILDING COMMITTEE UPDATES:

- a. **SENIOR CENTER FEASIBILITY STUDY**
- b. **FIRE STATION BUILDING COMMITTEE**
- c. **OLD COLONY FEASIBILITY STUDY**

**AGENDA ITEM #18
AUGUST 21, 2023**

NEW BUSINESS

**AGENDA ITEM #19
AUGUST 21, 2023**

OLD BUSINESS

**AGENDA ITEM #20
AUGUST 21, 2023**

CORRESPONDENCE

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

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