

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, September 18, 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: _____

**PLEASE ASK IF ANYONE IS RECORDING THE MEETING AND ANNOUNCE THAT
LAKECAM IS RECORDING**

A G E N D A

1. Select Board announcements
2. Town Administrator announcements
3. Meet with Plymouth County Treasurer for presentation of ARPA payment for ambulance and associated equipment
4. Discuss and possible vote to approve Select Board Minutes of September 5, 2023
5. 6:15 PM Public hearing for transfer of Common Victualler All Alcoholic Beverages License for The Back Nine Club – 17 Heritage Hill Drive
6. Discuss and possible vote to approve articles to be placed on the November 13, 2023 Special Town Meeting Warrant:
 - A. Prior Year Bills
 - B. Supplemental Appropriations
 - C. Capital Items
 - D. Transfer to Capital Stabilization
 - E. Community Preservation Act Projects
 - F. Move Town Meeting to Second Monday in June
 - G. Nuisance Fire Alarm By-Law
 - H. Open Space Residential District By-Law
 - I. Illuminated Sign By-Law Amendment (revision 1)
 - J. Illuminated Sign By-Law Amendment (revision 2)
7. Discuss and possible vote to approve House of Representatives' proposed change to the 5-member Board petition
8. Discuss and possible vote to appoint Kevin Duquette as Sealer of Weights and Measures
9. Discuss and possible vote to approve DPW Heavy Motor Equipment Operator hire at Level 2, Step 4
10. Schedule meetings for November, December and January
11. Building Committee Updates:

- a. Senior Center Feasibility Study
 - b. Fire Station Building Committee
 - c. Old Colony Feasibility Study
12. Discuss Town Administrator's annual review
 13. New Business
 14. Old Business
 15. Correspondence

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
SEPTEMBER 18, 2023**

SELECT BOARD ANNOUNCEMENTS

There will be a Recycling and Energy Drive on Sunday, September 24, 2023 at Apponequet Regional High School from 10:00 AM to 2:00 PM. This is open to Freetown, Lakeville and Rochester residents only. There is a fee of \$20.00 per vehicle, plus individual fees for electronic and other items. Please visit the Town's website under News for a flyer for the event with a list of fees.

Just a reminder to mark your calendars for the annual Lakeville Arts & Music Festival which will take place on September 30th from 10 AM to 4 PM at the Lakeville Town House grounds and Dickran Diran Square. For additional information on the Festival, you can visit the Lakeville Arts Council Facebook page.

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
SEPTEMBER 18, 2023**

TOWN ADMINISTRATOR ANNOUNCEMENTS

**AGENDA ITEM #3
SEPTEMBER 18, 2023**

**MEET WITH PLYMOUTH COUNTY TREASURER FOR
PRESENTATION OF ARPA PAYMENT FOR AMBULANCE AND
ASSOCIATED EQUIPMENT**

Tom O'Brien, Treasurer of Plymouth County, will be present to present the payment.

**AGENDA ITEM #4
SEPTEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE SELECT BOARD
MINUTES OF SEPTEMBER 5, 2023**

**TOWN OF LAKEVILLE
Select Board Meeting Minutes
September 5, 2023 – 6:00 PM**

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

On September 5, 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.

Discuss and possible vote to approve Select Board Minutes of August 21, 2023 and August 29, 2023

Member Carboni noted two corrections to the August 21, 2023 minutes: 1st page last paragraph, 3rd to last sentence, add “work” and on page 11, last paragraph, add at the end that “there was consensus to add the positions into the study that were excluded” . Chairman Day said on page 2, sentence 8 – asked to revise the sentence to include “he forgot that we were not including the positions outside of”. Member Carboni said she had one revision to the August 29, 2023 minutes: page 2, third paragraph 6th line – add in that filing has not been done in the office for two (2) years.

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

VOTED: To approve the Select Board Meeting Minutes of August 21, 2023 and August 29, 2023 as amended.
Unanimous in favor.

Meet with Middleborough Gas & Electric representative to discuss and possible vote to enter into a License Agreement with Middleborough Gas & Electric Department regarding installation/operation of Electric Vehicle Supply Equipment in Lakeville

Kevin Boyle from Middleborough Gas & Electric and Melissa Turcotte and Paula Houle from the Park Commission were present for the discussion. Mr. Sky said he has been working with Middleborough Gas & Electric (G&E) for a while about installing Electric Vehicle (EV) chargers in Town. We have come up with a license that does not cost the Town anything and will allow residents to charge their cars. Mr. Boyle said the G&E will incur all the costs. Member Carboni asked about the EV chargers’ usage at Middleborough Town Hall. Mr. Boyle said typically it is the same users.

EV users are apt to charge at home due to the rates. Member Carboni asked about the typical length of use time. Mr. Boyle said it is 3 to 10 hours to charge an empty battery. Our pricing structure is \$1.00 an hour, but at hour 5, it jumps up to \$6 per hour. Mr. Sky said all the rules of Town facilities will apply with no overnight parking. Member Carboni said the Police will have to enforce that. She asked if there was a reason why the locations were chosen. Mr. Boyle said there are transformers that will support the use, so minimal digging will occur. Member Carboni asked about not using the spaces identified at the Ted Williams Camp due to the functions and elections held at the Loon Pond Lodge. Mr. Boyle said those spaces were identified due to the traffic of sports activities. Chairman Day asked if the chargers could be disabled remotely. Mr. Boyle said we could disable them, but they would still be identified as EV chargers. That would fall to the licensor to say we don't want them functionable during certain times. If someone wants to park there, we will deal with the person saying they were unable to access it. Member Carboni asked about moving the spots to the gravel side of the parking lot. Mr. Boyle said Lakeville would have to pave those spaces.

Mr. Boyle said the intent of the program is to make people less fearful of going on a road trip with an EV. There is a private EV charging station being built on Route 44. Middleborough has secured Level 3 chargers for Jackson Street, Pearl Street and Town Hall. John Gregory asked how many EVs are in Lakeville. Mr. Boyle said in the hundreds, but it is hard to know because people charge at home. Chairman Day asked if there is a reason not to do Level 3 chargers. Mr. Boyle said that Lakeville is not an Environmental Justice Community, so they could only apply for a Level 2 Grant. Mr. Sky said the license allows for upgrades to Level 3's. Mr. Boyle said it would be easy to put a Level 3 charger at the Bedford Street location. Discussion occurred about current and future adaptors for EVs.

Ms. Turcotte said that the Park Commission wants to save the end parking spot as a handicapped spot for the playground and push the EV chargers down two (2) spaces. Chairman Day asked if the DPW has weighed in on whether it can be a handicapped spot. Ms. Turcotte said yes. Mr. Boyle said that is not a huge deal. Chairman Day asked about signage for user problems. Mr. Boyle said it is the responsibility of the EV charger installer. Ms. Drane expressed her concern about parking being taken away for elections and asked about the location. Chairman Day said it is the lined spots where it says no polling beyond this spot. Mr. Sky said we can make adjustments during election time. Member Carboni asked if the Park Commission voted to approve this. Ms. Turcotte said they did not vote; we were asked for any concerns. Mr. Boyle reviewed the construction timeline.

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

VOTED: That the Town of Lakeville enter into a license agreement with Middleborough Gas & Electric regarding the installation and operation of electric vehicle supply equipment in Lakeville.
Unanimous in favor.

Discuss and vote to sign SERSG Contracts for Paper and Office Supplies and Department of Public Works Supplies

Chairman Day said this is the second step of a two (2) step process.

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

VOTED: To award the following SERSG contracts as follows: Paper – WB Mason to expire June 20, 2024; Office Supplies – WB Mason to expire June 30, 2025; DPW Supplies to expire June 30, 2024: TL Edwards – hot mix; Lorusso Corp – dense grade crushed stone and ¾” stone; Dennis K. Burke – mid-grade unleaded gasoline and ultra low sulfur diesel; Ferguson Waterworks – catch basin extension rings and John Hoadley and Sons, Inc. – catch basin frames including grates and catch basin square grates. Unanimous in favor.

Discuss and possible vote to approve one-day beer and wine license for Decanted, Inc. on September 23, 2023 for Angers Conway Farm Festival

Chairman Day said we have a request for a one-day beer and wine license.

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

VOTED: To approve the one-day Beer and Wine license for Decanted, Inc. for the Angers Conway Farm Festival on September 23, 2023 from 11:00 AM to 4:00 PM. Unanimous in favor.

Discuss and possible vote to appoint John Lucey to the Community Preservation Committee

John Lucey of 43 Stetson Street was present for the discussion. Mr. Lucey said he has lived in Town approximately 20 years, but has not been active in Town matters. He was approached by a member of the Community Preservation Committee (CPC) to see if he was interested in serving as a member. Mr. Lucey summarized his background, which included municipal and real estate law and residential and commercial real estate financing and development. Member Carboni said the position at large has a housing component. Where Mr. Lucey has some background in real estate, that checks that box. Chairman Day said the CPC is a trustee of the Community Preservation Act funding. It doesn't specifically define policy on land use and development.

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

VOTED: To appoint John Lucey to the Community Preservation Committee for a term to expire July 31, 2025. Unanimous in favor.

Discuss and possible vote to accept the resignation letter of David Kraemer from the Lakeville Arts Council

Chairman Day said the Board had received a letter of resignation from David Kraemer from the Lakeville Arts Council. Member Carboni said Mr. Kraemer has been on the Council for quite a long time.

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

VOTED: To regretfully accept David Kraemer's resignation letter from the Lakeville Arts Council.
Unanimous in favor.

Discuss and possible vote on request from Daughters of the American Revolution to issue Constitution Week Proclamation

Chairman Day said the Daughters of the American Revolution have requested the Board to issue a proclamation for Constitution Week. Member Fabian read the proclamation into the record.

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

VOTED: To issue the Constitution Week Proclamation for the week of September 17-September 23, 2023.
Unanimous in favor.

Discuss operating hours for Town Hall

Lillian Drane, Town Clerk and Erika Correia, Treasurer/Tax Collector, were present for the discussion. Member Carboni said she wanted to take a look at the current hours in each of our Departments available for our residents for service. She thought maybe there was an opportunity to align hours so it is the same across the board. She put together a spread sheet of each Department and tallied the hours available for each day and week. We have 9:00 AM, 8:00 AM and 7:00 AM start times. There are some Departments, like the Senior Center, DPW, Transfer Station and the Library that are specialty Departments. The Administrative Departments are all over the place. Our Town Clerk and Treasurer's Offices used to have extended hours for residents to come in. We have had conversations before about safety, which she understands. COVID came along and we realigned our hours. She brought this forward for the Board to look at how can we better service our residents and have the Town Administrator take a look at it. Chairman Day asked when were we open late pre-pandemic? We have moved a lot of functions on-line. Member Fabian said she understands where Member Carboni is coming from as far as the hours. The Assessors have their own hours, but we can suggest that they try to be in line with us. As far as Monday nights, we had a conversation in 2019 about having late hours. There is so much more being done online now. She has never heard anyone ask about Town Hall being open late. We found that there was like one (1) person that came in. Ms. Drane would make appointments with residents at night if needed. Member Carboni said other municipalities work on the schedule where everyone works one (1) day late. She doesn't want to say just the Town Clerk and Treasurer would have extended hours.

Chairman Day said there was a good amount of alignment except for Assessors, who are their own Board. Human Resources and Accounting don't see much public traffic. Member Carboni said we should create consistency across the Departments to make life easier for the residents. Looking at the chart, the Board of Health, Town Clerk and Treasurer work from 8:00 AM to 4:30 PM.

Ms. Drane said the Town Clerk and Treasurer's Offices were working late because we didn't have the online services as we do now. Now with online payment, we don't have demand for late night hours. Since COVID she has not had anyone complain about not being open late. Member

Fabian asked how long has someone been able to register to vote when you get your license. Ms. Drane said since 2022, it is automatic voter registration when you get your license. You can also register through the Secretary of State. Member Carboni said we don't need to extend evening hours if there is not a call for it. She would like to have consistency across all the Departments. Chairman Day said the Library has to have a certain number of hours. Mr. Sky said it is the number of hours that frontline employees work a week. Member Carboni said it is trying to align the hours to support the residents and have the hours consistent. Chairman Day asked Mr. Sky if there is a way to add two (2) hours to our office, but if there is a number of hours that employees work, there may not be a way to squeeze that out. Assessors is the real outlier, but they are in the field a lot and that may be the reason they are available as much. Ms. Drane said if you are changing the hours, be consistent. Everyone should be there at 8:00 AM and close at 4:30 PM. If you want evening hours, everyone should stay open. Her office does not need late night hours. The services are there and we have improved services. If late night hours happen, it should be all. Chairman Day said he would be curious about what residents would like. He is not ready to ask for late nights yet based on the data. Ms. Drane said late night would affect her budget in regards to early voting as those hours have to reflect office hours and that would affect her budget. Ms. Correia said we have the online services and drop box. She has never heard anyone needing to come in after 4:30 PM. If someone was in a traffic jam, she would stay. Member Fabian said in the past people wanted to go to the Treasurer's office to get the paid stamp. Ms. Correia said payments have shifted to more credit card payments.

Chairman Day asked if accounting interacts with the public. Mr. Sky said usually staff people or vendors. Chairman Day said Human Resources sees mainly employees. Member Fabian said the first excise tax commitment is usually huge. In that case, the Department Heads would note if more hours are needed. Ms. Correia said they have not had a problem with people getting their bills paid. She has told people to bring their bills in if they want them stamped paid. Member Carboni said there are contracts or positions with hours worked, the hours that we would be open to public don't support the hours that people would be working. This is hours open to the public versus staffing for the Department. Chairman Day said Select Board and Assessors are the two (2) Departments that hours could be aligned. Mr. Sky said Planning Department's hours are 9:00 AM to 5:00 PM as they support a lot of boards and sometimes come in late due to night meetings. Chairman Day asked Mr. Sky to see what it would take to align our Department and ask the Assessors about their hours. Member Fabian said our office does not have a lot of foot traffic. Member Carboni said she would like to see all Departments with the same hours. Chairman Day said it may have a budget impact. Member Carboni said we can ask the Town Administrator to show the implications for that. Chairman Day said we need two (2) more hours in the Select Board and the Assessors need eight (8) hours. Mr. Sky said they only have 1.5 employees. Member Carboni said we do have a contractor. Mr. Sky said he does not come in every day. Member Fabian said the assessing specialist usually works until 4:00 PM on Fridays. Mr. Sky said that is because he is in the field a lot. Member Fabian said he needs that time to catch up. Chairman Day asked Mr. Sky if this is feasible. Mr. Sky said with enough money. Would this be all offices? Member Carboni said all offices 8:00 AM to 4:30 PM. Mr. Sky said Accounting only has one (1) full time person.

Discuss and possible vote on revisions to Annual Town Meeting Article 14 (Recall of an Elected Official) as requested by Senate Counsel

Mr. Sky said there was just one (1) change. Chairman Day read the change. Mr. Sky said there is a provision requiring that the Select Board set the recall election within 90 days of the date the Board met to schedule the election.

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

VOTED: To accept the Senate Counsel's change.
Unanimous in favor.

Building Committee Updates:

Senior Center Feasibility Study

Mr. Sky said the next meeting is September 13, 2023. The subcommittee has met and discussed the needs and wants with the Owner's Project Manager. Lori Fahey invited them to attend the next Feasibility Study Committee meeting.

Fire Station Building Committee

Member Carboni said four (4) responses to the Request for Qualifications for Design Services were received. We will meet on September 20, 2023 and discuss how to set up the interviews and whether each candidate will be interviewed or if they will be cut down.

Old Colony Feasibility Study

Chairman Day said he learned today that on August 30th the MSBA did formally invite Old Colony into the feasibility process. They will be focusing on what their needs are. He will reach out to Mr. Polansky to see what the next step is.

New Business

There was no New Business discussed.

Old Business

There was no Old Business discussed.

Correspondence

There was no Correspondence received.

Adjourn

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

VOTED: To adjourn the Select Board Meeting at 7:13 PM.
Unanimous in favor.

List of documents provided at the Select Board Meeting of September 5, 2023

1. Agenda page
2. Agenda page
3. Agenda page; Select Board Meeting Minutes of August 21, 2023 and August 29, 2023
4. Agenda page; memo from Town Administrator; proposed License Agreements
5. Agenda page
6. Agenda page; application; insurance certificate; SERV Safe certification; ABCC Caterers License and Transportation Certificate
7. Agenda page; letter of interest from John Lucey; application form
8. Agenda page; email from Joanne Corrieri-Upham
9. Agenda page; letter from Daughters of the Revolution; proposed proclamation
10. Agenda page
11. Agenda page; revised Recall Article and associated emails

**AGENDA ITEM #5
SEPTEMBER 18, 2023**

**PUBLIC HEARING FOR TRANSFER OF COMMON VICTUALLER
ALL ALCOHOLIC BEVERAGES LICENSE FOR THE BACK NINE
CLUB – 17 HERITAGE HILL DRIVE**

NOTES:

B9 Club is applying for a transfer of the Common Victualler All Alcoholic Beverages License for the Back Nine Club located at 17 Heritage Hill Drive. Attached is their transfer license application. Abutter notifications were sent out and the applicant 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 COMMON VICTUALLER LICENSE FOR ALL ALCOHOLIC BEVERAGES FROM THE BACK NINE CLUB, LLC, DBA THE BACK NINE CLUB TO B9 CLUB, INC., DBA THE BACK NINE CLUB



**TOWN OF LAKEVILLE
SELECT BOARD**

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, September 18, 2023 on the application of B9 Club, Inc. for a transfer of the Common Victualler All Alcoholic Beverages License for the property located at 17 Heritage Hill Drive, 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

cmedeiroslaw@gmail.com

From: customerservice@nCourt.com
Sent: Sunday, August 27, 2023 10:04 AM
To: cmedeiroslaw@gmail.com
Subject: Receipt from nCourt

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To
Name: Massachusetts Alcoholic Beverages Control Commission - Retail Address 1: 95 Fourth Street, Suite 3 City: Chelsea State: Massachusetts Zip: 02150

Payment On Behalf Of	
First Name: Robert Address 1: 1 Lakeville Business Park Drive, Suite 2A City: Lakeville Phone: (774) 766-7129	Last Name: Poillucci, II State/Territory: MA Zip: 02347

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	0024-RS-0584	\$4.70	\$200.00

Receipt Date: 8/27/2023 10:03:41 AM EDT

Invoice Number: fea20835-cc7c-456f-810e-06bb8ba67132

Total Amount Paid: \$204.70

Billing Information	Credit / Debit Card Information
First Name Craig Last Name Medeiros Address 1 98 E. Grove St., Ste. 201 City Middleboro State/Territory MA Zip 02346 Email cmedeiroslaw@gmail.com	Card Type Visa Card Number *****1815

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.

Please verify the information shown above. Your payment has been submitted to the location listed above.



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BACK NINE CLUB LLC THE
17 HERITAGE HILL DR
LAKEVILLE MA 02347-1917

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BACK NINE CLUB LLC THE 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 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



433831832

Lauren E. Jones
SECRETARY

Katie Dishnica
DIRECTOR

THE BACK NINE CLUB LLC
17 HERITAGE HILL DRIVE
LAKEVILLE, MA 02347

EAN: 84240630
August 22, 2023

Certificate Id:73739

The Department of Unemployment Assistance certifies that as of 8/22/2023 ,THE BACK NINE CLUB LLC 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.

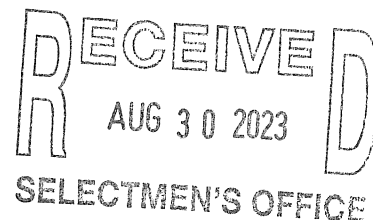
This certificate expires in 30 days from the date of issuance.

Katie Dishnica, Director

Department of Unemployment Assistance



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 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):

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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | |

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.

This application is for the transfer of the existing license servicing the premises. The manager of record and premises shall remain the same.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	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.

Holes 1-12 consisting of approximately 41 acres of land (Parcel A) of the 18 hole golf course with a one-story wood frame building with deck and basement. Kitchen, bar area and dining room on first floor; function room and restrooms downstairs. Alcoholic beverages stored in bar area and cooler on main floor and in locked bulk storage in basement.

Total Sq. Footage	<input type="text" value="5,543"/>	Seating Capacity	<input type="text" value="215"/>	Occupancy Number	<input type="text" value="225"/>
Number of Entrances	<input type="text" value="5"/>	Number of Exits	<input type="text" value="5"/>	Number of Floors	<input type="text" value="2"/>

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
<input type="text" value="Mark White"/>	<input type="text" value="Member"/>	<input type="text" value="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.

<input type="text" value="Robert J. Poillucci, II"/>	<input type="text" value="8 Priscilla Drive, Lakeville, MA 02347"/>	<input type="text"/>	<input type="text" value="9/25/1963"/>
<input type="text" value="Stockholder/Officer/Director"/>	<input type="text" value="100"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
<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"/>
<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"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

APPLICATION FOR A TRANSFER OF LICENSE

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

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	<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	<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	<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	1,450,000.00
B. Purchase Price for Business Assets	450,000.00
C. Other* (Please specify)	
D. Total Cost	1,900,000.00

*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
Robert J. Poillucci, III	\$1,000,000.00
Total:	\$1,000,000.00

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.
CLN Investments, LLC	\$900,000.00	Conventional Private Lender Financing	<input type="radio"/> Yes <input checked="" 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.

The Buyer has already tendered a deposit of \$200,000.00. Attached hereto see bank account statements showing an available line of credit of \$70,000.00 and bank account balances in the amount of \$864,854.97. For proof of lender financing see bank account statement and proposed loan documents attached hereto.

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 Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

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
8-1-22	Current	General Manager	The Back Nine Club	Mark White
9-1-19	8-1-22	Asst General Manager	Barrels and Boards	David LaGhetto
1-1-10	9-1-19	Admin	Pepsi	Shannon Rhobiland
9-1-84	9-1-12	GM	RTGP	George Carney

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

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 style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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 style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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 style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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 style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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:
Date:

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, Robert Poillucci, II the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory
of B9 Club, 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: 

Date: 8/15/2023

Title: President - Robert J. Poillucci, II

CORPORATE VOTE

The Board of Directors or LLC Managers of
Entity Name

duly voted to apply to the Licensing Authority of
City/Town and the
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on
Date of Meeting

For the following transactions (Check all that apply):

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

“VOTED: To authorize
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
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,

For Corporations ONLY

A true copy attest,



Corporate Officer /LLC Manager Signature

Robert J. Poillucci, President
(Print Name)



Corporation Clerk's Signature

Robert J. Poillucci, Clerk/Secretary
(Print Name)

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 001691673

[Request certificate](#)

[New search](#)

Summary for: B9 CLUB, INC.

The exact name of the Domestic Profit Corporation: B9 CLUB, INC.		
Entity type: Domestic Profit Corporation		
Identification Number: 001691673		
Date of Organization in Massachusetts: 08-25-2023		Date of Revival:
Last date certain:		
Current Fiscal Month/Day: 12/31		
The location of the Principal Office:		
Address: 1 LAKEVILLE BUSINESS PARK DRIVE, SUITE 2A		
City or town, State, Zip code, LAKEVILLE, MA 02347 USA		
Country:		
The name and address of the Registered Agent:		
Name: ROBERT J. POILLUCCI, II		
Address: 1 LAKEVILLE BUSINESS PARK DRIVE, SUITE 2A		
City or town, State, Zip code, LAKEVILLE, MA 02347 USA		
Country:		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
PRESIDENT	ROBERT J POILLUCCI II	1 LAKEVILLE BUSINESS PARK DRIVE SUITE 2A LAKEVILLE, MA 02347 USA
TREASURER	ROBERT J POILLUCCI II	1 LAKEVILLE BUSINESS PARK DRIVE SUITE 2A LAKEVILLE, MA 02347 USA
SECRETARY	ROBERT J POILLUCCI II	1 LAKEVILLE BUSINESS PARK DRIVE SUITE 2A LAKEVILLE, MA 02347 USA
DIRECTOR	ROBERT J POILLUCCI II	1 LAKEVILLE BUSINESS PARK DRIVE SUITE 2A LAKEVILLE, MA 02347 USA
Business entity stock is publicly traded: <input type="checkbox"/>		
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:		

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
STK	\$0	1,000	\$0	100

Consent
 Confidential Data
 Merger Allowed
 Manufacturing

View filings for this business entity:

- ALL FILINGS
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Charter Surrender
- Articles of Consolidation, Domestication, or

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

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

Minimum Filing Fee:
\$250.00

Identification Number: 001691673 (number will be assigned)

ARTICLE I

The exact name of the corporation is:

B9 CLUB, 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. Specify if you want a more limited purpose:

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 number of shares	Total authorized par value	Total issued and outstanding number of shares
STK	0	1,000	0	100

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 corporation 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.

ARTICLE V

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

NONE

ARTICLE VI

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

ARTICLE VII

The effective date of organization shall be the date 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 ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

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:

Agent name: ROBERT J. POILLUCCI, II

Number and street: 1 LAKEVILLE BUSINESS PARK DRIVE, SUITE 2A

Address 2:

City or town: LAKEVILLE

State: MA

Zip code: 02347

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	Address
PRESIDENT	ROBERT J POILLUCCI II	1 LAKEVILLE BUSINESS PARK DRIVE SUITE 2A LAKEVILLE, MA 02347 USA
TREASURER	ROBERT J POILLUCCI II	1 LAKEVILLE BUSINESS PARK DRIVE SUITE 2A LAKEVILLE, MA 02347 USA
SECRETARY	ROBERT J POILLUCCI II	1 LAKEVILLE BUSINESS PARK DRIVE SUITE 2A LAKEVILLE, MA 02347 USA
DIRECTOR	ROBERT J POILLUCCI II	1 LAKEVILLE BUSINESS PARK DRIVE SUITE 2A LAKEVILLE, MA 02347 USA

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

December 31

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

OWNERSHIP AND OPERATION OF A GOLF COURSE, RESTAURANT AND BAR AND ANY AND ALL RELATED BUSINESS THERETO.

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

Number and street: 1 LAKEVILLE BUSINESS PARK DRIVE, SUITE 2A

Address 2:

City or town: LAKEVILLE State: MA Zip code: 02347
Country: UNITED STATES

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

Number and street: 1 LAKEVILLE BUSINESS PARK DRIVE, SUITE 2A

Address 2:

City or town: LAKEVILLE State: MA Zip code: 02347

Country: UNITED STATES

Which is:

- its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 25 Day of August, 2023 at 10:08 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.)

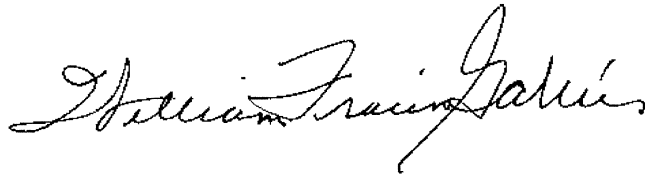
ROBERT J. POILLUCCI, II

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:

August 25, 2023 10:08 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

PURCHASE AND SALE AGREEMENT
PERSONAL PROPERTY

AGREEMENT entered into this 28th day of August 2023, by and between **The Back Nine Club, LLC**, a Massachusetts limited liability company, having an address of 17 Heritage Hill Drive, Lakeville, Massachusetts 02347 (hereinafter referred to as the (“**SELLER**”)), and **B9 Club, Inc.**, a Massachusetts corporation, and/or its designee/nominee, having an address of 1 Lakeville Business Park Drive, Unit 2A, Lakeville, Massachusetts 02347 (hereinafter referred to as “**BUYER**”).

1. **Business Assets.**

SELLER hereby agrees to sell, and **BUYER** hereby agrees to buy, upon the terms and conditions hereinafter set forth, the business assets, including trade fixtures, furniture equipment, licenses (including Sellers’ Retail Alcoholic On Premises Liquor License), furnishings, inventory, goodwill and all of the items listed and shown on Schedule “A” attached hereto and made a part hereof, and which are located at 17 Heritage Hill Drive, Lakeville, Massachusetts 02347, and which are used in connection with the operation the golf course and restaurant known as “**The Back Nine Club**”, but excluding the following items:

- i. Cash or equivalent funds in the Bank in the name of the **SELLER** or on the premises at the time of the closing;
- ii. Accounts receivable;
- iii. Loans to shareholders, employees or owners;
- iv. Corporate records, minute books, income or corporate excise tax

returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the closing date. Notwithstanding the foregoing, the **SELLER** shall provide to the **BUYER** copies of all contracts, vendor and supplier lists, and payroll information at least fourteen (14) days prior to the Time for Performance.

2. **Quality of Title.**

Said personal property is to be conveyed by a good and sufficient Personal Property Bill of Sale of **SELLER**, conveying a good and clear record and marketable title to the same, and free and clear of all encumbrances.

3. **Purchase Price**

For such Bill of Sale and transfer, **BUYER** shall pay the agreed purchase price for said business assets of Four Hundred Fifty Thousand and 00/100 (\$450,000.00) Dollars, of which Forty-Five Thousand and 00/100 (\$45,000.00) Dollars is paid herewith as a deposit and Four Hundred Five Thousand and 00/100 (\$405,000.00) Dollars is to be paid at the time of the delivery of the Bill of Sale by Bank or Certified check.

4. **Purchase Money**

To enable **SELLER** to make the sale as herein provided, **SELLER** may, if **SELLER** so desires, at the time of the delivery of the Bill of Sale, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of the Bill of Sale.

5. **Additional Provisions**

This Agreement is also made subject to the following additional provisions:

- (a) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing from the Commonwealth of Massachusetts, Office of the Secretary of State, at the time of closing.
- (b) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing for the corporation from the Commonwealth of Massachusetts, Department of Revenue, at the time of closing.
- (c) The **SELLER** agrees to provide the **BUYER** with a Corporate Excise Tax Waiver, at the time of closing, if applicable.

6. **Allocation of Purchase Price**

As between **SELLER** and **BUYER**, the allocation of the purchase price between real and personal property shall be as follows:

EQUIPMENT/RELATED FIXTURES \$335,000.00

BUSINESS/GOODWILL	\$50,000.00
LICENSE	\$50,000.00
INVENTORY	\$15,000.00
TOTAL	\$450,000.00

7. **Deposit/Buyer Default**

The deposit paid hereunder shall be held in escrow by the Law Offices of Mathieu & Mathieu, the Escrow Agent, in a non-interest bearing IOLTA Escrow Account, subject to the terms of this Agreement and shall be duly accounted for at the time of closing. .

If any dispute arises between the parties as to whether or not the Escrow Agent is obligated to deliver the deposit, the Escrow Agent is not obligated to make any delivery, but shall hold the funds until receipt of a written authorization signed by all persons having an interest in the dispute, directing the disposition of the funds. In the absence of a written authorization, the Escrow Agent shall hold the funds until the rights of the parties have been finally determined in an appropriate proceeding from a court of competent jurisdiction.

If the **BUYER** shall fail to fulfill the **BUYER'S** agreement herein, all deposits made hereunder by the **BUYER** shall be retained by the **SELLER** as liquidated damages, which shall be the **SELLERS'** sole and exclusive remedy in law and in equity.

8. **Condition of Business Assets**

Full possession of the said business assets shall be delivered to **BUYER** at the time of delivery of the Bill of Sale, the said assets to be then in the same condition in which they now are, reasonable use and wear and tear excepted.

9. **Covenants of Seller**

SELLER warrants and represents and covenants as follows:

(a) That the title to be conveyed to **BUYER** shall be free and clear of any and all liens and encumbrances.

(b) That there are no liens, encumbrances, security interests, civil actions, lawsuits (except a current suit by Greg Dennehy) or claims of creditors or any persons, firms or corporation against the **SELLER** or on any of the property to be sold to **BUYER** under this Agreement and that title to be conveyed to **BUYER** or nominee corporation shall be free and clear.

(c) That **SELLER** shall forthwith after the closing, and in any event, within twenty-four (24) hours after the closing, file a discontinuance or termination of any Business Certificates for the business known as "**The Back Nine Club**" at 17 Heritage Hill Drive, Lakeville, Massachusetts 02347, which may have been previously filed with the Town of Lakeville, Clerk's Office, and agrees to give notice to **BUYER** of such filing within seven (7) days after the discontinuance or termination has been recorded.

(d) That all of the fixtures, trade fixtures, furnishings and equipment and inventory and supplies to be sold to **BUYER** are in good working order and condition and free from defects, and that the said business assets shall continue to be maintained in such good order and condition by **SELLER** until



delivery of the Bill of Sale at the closing. At the request of **the BUYER**, **SELLER** shall assign maintenance and service agreement's heretofore covering such fixtures and equipment.

(e) That on the date of closing, there shall be no accounts payable in connection with the said business.

(f) That **SELLER** shall indemnify and hold **BUYER** harmless from any and all debts, claims, actions, causes of action, losses, damages and attorneys' fees demands and liabilities whatsoever arising out of the breach by **SELLER** of any of the warranties, representations and covenants made herein. That this indemnification and these warranties, representations and covenants mentioned in Paragraph 9 only of this Agreement shall survive the closing.

10. **Extension by Seller**

If **SELLER** shall be unable to give title or make conveyance, or to deliver the premises, or the business assets, all as herein stipulated, or if at the time of the delivery of the Bill of Sale, the business assets do not conform with the provisions hereof, then **SELLER** shall use diligent efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event, **SELLER** shall give notice to **BUYER** at or before the time for performance hereunder, and thereupon, the time for performance may be reasonably extended by agreement of the parties hereto, or **BUYER** shall have the option to obtain a refund of any deposits paid hereunder and thereafter, all obligations of either party to the other under this Agreement shall thereupon cease and this Agreement shall be null and void.



11. **Apportionment**

If any, all personal property taxes, liquor license fees, fuel, and utilities fees shall be apportioned as of the day of delivery of the Bill of Sale and the transfer herein. All apportionments and adjustments made at the closing shall be final.

12. **Closing**

The Bill of Sale is to be delivered and the consideration paid at the Law Offices of Craig Medeiros at 12:00 Noon on the tenth (10th) business day following the date of the approval of the transfer of the Liquor License by the Commonwealth of Massachusetts, Alcoholic Beverages Control Commission, unless some other place and time should be mutually agreed upon, but no sooner than September 15, 2023. **It is agreed that time is of the essence of this Agreement.**

13. **Default**

If at either the original or any extended time for performance, **the SELLER** shall be unable to give title or to make conveyance as above stipulated at said time, the **BUYER** shall have the right to seek specific performance.

14. **No Broker Clause/Brokerage Warranty**

The **SELLER** and the **BUYER** agree that NO REAL ESTATE BROKER or BUSINESS BROKER is involved in this transaction and both parties hereby agree to indemnify and save harmless the other party from and against all claims for commission, broker's fees and finder's fees made by any person actually retained by such party or with whom such party has dealt in connection with said property or this transaction.



15. **Notices**

Any notices required or permitted to be given by either party to the other shall be deemed duly given, if mailed by registered or certified mail, postage prepaid, or delivered to the **SELLER** or **BUYER** at their addresses hereinbefore referred to.

16. **Tradename and Signs**

SELLER acknowledges that **BUYER** is purchasing the tangible personal property as well as the Goodwill and other intangibles and **BUYER** or nominee corporation, therefore, shall be permitted full use of the tradename "**The Back Nine Club**" and all variations and extensions of such name, in any manner whatsoever and **SELLER** shall not remove from the premises any signs or other evidences of **SELLER'S** former business.

17. **Telephone Number/Social Media/Domain Name**

SELLER acknowledges also that **BUYER** shall have the right to continue to maintain the same telephone number as presently used by **SELLER** in connection with "**The Back Nine Club**", which is 508.947.9991, and agrees to cooperate with **BUYER** in effectuating a transfer of said telephone number by doing any acts and executing any instruments necessary to enable **BUYER** or nominee corporation to continue using said telephone number, as well as the domain name <https://www.thebacknineclub.com> and the equipment and information necessary to operate the POS systems servicing the premises.

18. **Liquor Inventory**

Both parties acknowledge that within twenty-four (24) hours prior to closing, the parties shall meet at the business for the purposes of taking an itemized physical inventory and to confirm the value of inventory that is being transferred to the **BUYER** hereunder. The **SELLER** shall make the inventory available for inspection by **BUYER** and its representatives. **SELLER** agrees to maintain the inventory in substantially the same amount and the same quality as of the date of the execution of this Agreement. **BUYER** agrees to purchase all sealed inventory dollar for dollar. The **BUYER** is not obligated to buy outdated or opened items. The inventory will be valued at cost and shall be paid first by the **BUYER** assuming **SELLERS'** accounts payable and the balance shall be paid at the time of the closing.

19. **Conduct of Business**

Until the closing, **SELLER** shall continue to diligently operate the business, which shall be conducted as it has been in the past.

20. **Accounts Payable/Receivable**

All accounts receivable and payable accruing up to the time of the closing shall remain the property of and the responsibility of the **SELLER** and are not included in this sale, except for accounts payable being assumed by the **BUYER** in payment for the inventory pursuant to Paragraph 18 herein. The **SELLER** represents and warrants that there are outstanding gift certificates in the amount of \$ _____ outstanding which the **BUYER** agrees to honor and assume. The value of any gift certificates issued after the date of this Agreement shall be adjusted and credited to the **BUYER**.

21. **Permits and Certificates**



SELLER hereby warrants that any and all its licenses and certificates necessary to continue the operation of the Company as in the past are current and valid as of the closing. The **BUYER** shall be responsible for obtaining his own permits to continue the business.

22. **Insurance/Risk of Loss**

Until the delivery of the Bill of Sale, the **SELLER** shall continue to maintain insurance on the business in such reasonable amounts and with such coverage as is in existence on the date hereof, and risk of loss, casualty, or other damage to the business or any personal property shall remain with the **SELLER** until the time of closing.

23. **Buyer's Inspection**

Waived-The **BUYER** agrees to take the personal property in its "AS IS" condition without warranty.

24. **Company Records**

At the closing, the **SELLER** shall deliver to the **BUYER** all customer accounts and records, and any other documents pertinent to the operation of the business, which are in the possession of the **SELLER**. Such records shall include copies of those documents necessary to conduct business with suppliers and customers of the **SELLER**.

25. **Entire Agreement**

The contracting parties agree that this Agreement contains all the terms and conditions of this sale, that any oral representations made by either party prior to the signing of this Agreement are null and void, and that this Agreement may be modified or amended only by a written instrument executed by both **SELLER** and **BUYER**.

26. **Construction of Agreement**

This instrument, executed in triplicate is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures 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 **BUYER**. 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.

27. **Additional Conditions**

- a. The obligations of the parties to this Agreement are subject to and contingent upon the simultaneous sale by **Olde Stone Lookout, LLC** of the property located at 17 Heritage Hill Drive, Lakeville, Massachusetts 02347 to **Lakeville Nursery Redevelopment, LLC**, and/or its designee/nominee, as outlined in a separate Purchase and Sale Agreement of even date, executed simultaneously herewith



b. The obligations of the **BUYER** hereunder shall be subject to **BUYER** obtaining the necessary approvals for the transfer of the Liquor License from the Town of Lakeville, Licensing Board (Board of Selectmen) and the Commonwealth of Massachusetts, Alcoholic Beverages Control Commission. Promptly after the execution of this agreement by both parties the **BUYER** shall apply for said necessary approvals and thereafter diligently prosecute his applications therefore, using his best efforts to obtain the same. The **SELLER** shall cooperate fully with the **BUYER** in connection with his efforts to obtain said necessary approvals. In the event that any of the conditions contained in paragraph 27 (a) or (b) are not satisfied, the **BUYER** shall be entitled to the immediate return of their deposit forthwith from the Escrow Agent without any further authorization from the **SELLER** and this Agreement shall be null and void.

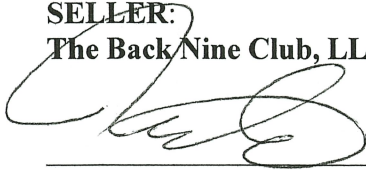
28. **CONFIDENTIALITY.** Until the time of filing of the Liquor License Transfer application for “**The Back Nine Club**”, with he Town of Lakeville, and unless required by law or Court order, the **BUYER** agrees to hold all information concerning the property in confidence and the **SELLER** and the **BUYER** agree to hold in confidence the terms and conditions of this Agreement, except that the parties may disclose such information as reasonably required to their attorneys, accountants, agents, insurance companies and other related parties to this transaction.

SEE NEXT PAGE FOR SIGNATURES



IN WITNESS WHEREOF, the said parties hereto, do hereunto set their hands and seals on the date and year first above written.

SELLER:
The Back Nine Club, LLC




Mark White, Manager

BUYER:
B9 Club, Inc.



Robert J. Poillucci, II, President
and Treasurer

ESCROW AGENT:
Mathieu & Mathieu

By:  _____

**PURCHASE AND SALE AGREEMENT
(COMMERCIAL PROPERTY)**

This Agreement is dated as of the 15 day of August 2023.

1. **PARTIES.** **Olde Stone Lookout, LLC**, a Massachusetts limited liability company, having an address of 867 Middle Road, Acushnet, Massachusetts 02743, (hereinafter called the **SELLER**), agrees to sell, and **Lakeville Nursery Redevelopment, LLC**, a Massachusetts limited liability company, and/or its designee/nominee, having an address of 1 Lakeville Business Park Drive, Unit 2A, Lakeville, Massachusetts 02347 (hereinafter called the **BUYER**), agrees to buy, upon the terms hereinafter set forth, the Premises as defined below.
2. **DESCRIPTION.** The land, with all buildings, structures and improvements thereon being the golf course, clubhouse and related buildings, known as "The Back Nine Club" located at **17 Heritage Hill Drive, Lakeville, Massachusetts 02347** (Being shown as (i) Lakeville Assessors Map 30 Block 2 Lot 29; Map 31 Block 3 Lot 1; and (iii) Map 30 Block 4 Lot 12), as more particularly described in a deed dated January 30, 2008 and recorded on February 13, 2008 in the Plymouth County Registry of Deeds in Book 35595, Page 59. (hereinafter called the "Premises").
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of the Premises are the buildings, structures, and improvements thereon and used in connection therewith. The premises and all such fixtures shall be sold "AS IS" and the **SELLER** makes no representation or warranty, express or implied, as to the condition of the same.
4. **TITLE DEED.** The 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 **SELLER** at least seven (7) days before the deed is to be delivered as herein provided, which deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
 - (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) All easements, restrictions and reservations of record to the extent the same do not interfere with the current use of the Premises as a golf course with restaurant; and
 - (e) Subject to a Recreational Land Tax Lien by the Town of Lakeville, Assessors Office dated October 23, 2008 and recorded on November 14, 2008 in the Plymouth County Registry of Deeds in Book 36530, Page 179.
5. **PLANS.** If the deed refers to a plan necessary to be recorded therewith, the **SELLER** shall deliver such plan with the deed in form adequate for recording or registration. The **SELLER** agrees to provide copies of its plans of the property and the percolation tests it has performed.
6. **PURCHASE PRICE.** The agreed purchase price for the Premises is One Million Four Hundred Fifty Thousand and 00/100 (\$1,450,000.00) Dollars, payable as follows:

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\$ 145,000.00 is paid herewith as a deposit;
\$1,305,000.00 is to be paid at the time of the delivery of the Deed by
certified,
cashier's or Attorney's IOLTA check.
\$1,450,000.00 TOTAL

7. **TIME FOR PERFORMANCE/DELIVERY OF DEED.** The deed is to be delivered and the closing is to take place at 12:00 Noon on the tenth (10th) business day following the date of the approval of the transfer of the Liquor License for The Back Nine Club by the Commonwealth of Massachusetts, Alcoholic Beverages Control Commission, pursuant to the terms of the Purchase and Sale Agreement-Personal Property by and between The Back Nine Club, LLC and the **BUYER**, or its designee/nominee, of even date, (the "Closing Date"), but no earlier than September 15, 2023, at the Law Office of Craig Medeiros, or at such other location as shall be mutually agreeable to the parties. IT IS AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT.

8. **POSSESSION AND CONDITION OF THE PREMISES.** Full possession of the Premises, is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted; (b) in compliance with the provisions of any instrument referred to in Section 4 hereof; and (c) not in violation of any building or zoning laws. **BUYER** shall be entitled to an inspection of the premises prior to the delivery of the deed in order to determine whether their condition complies with the terms hereof.

9. **EXTENSION TO PERFECT TITLE OR MAKE THE PREMISES CONFORM.** If **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, then, **SELLER** shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days to allow the **SELLER** to undertake such efforts. In no event will the **SELLER** be required to spend more than one-half of one percent (0.5%) of the purchase price to clear title to the property other than the payment of any mortgages or liens on the property.

10. **FAILURE TO PERFECT TITLE OR MAKE THE PREMISES CONFORM.** If at any point during such extended time **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, except as provided for herein, and all other obligations of all parties hereto shall cease, and this Agreement shall be void without recourse to the parties hereto.

11. **BUYER'S ELECTION TO ACCEPT TITLE.** **BUYER** shall have the election, at either the original or during any extended time for performance, to accept such title as **SELLER** can deliver to the Premises in their then condition and to pay the purchase price without deduction (except as otherwise provided herein), in which case **SELLER** shall convey such title.

12. **ACCEPTANCE OF DEED.** The acceptance of a deed by **BUYER** or its 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 the deed.

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13. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable **SELLER** to make conveyance as herein provided or to cause the condition of the Premises to conform to the provisions hereof, **SELLER** shall, 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 or to cause the condition of the Premises to conform to the provisions hereof, provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or within a reasonable time thereafter in accordance with local customs.
14. **INSURANCE.** Until the delivery of the deed, **SELLER** shall continue to maintain the insurance that is currently in effect with respect to the Premises.
15. **RISK OF LOSS.** Notwithstanding anything to the contrary contained within this Agreement, in the event of a fire or other casualty (occurring any time after the date of this Agreement) causing damage to the premises, then, at the sole and absolute option of the **BUYER**, he may cancel this Agreement, without recourse to the parties, at which time the same shall become null and void, and, all deposits held hereunder shall be returned to the **BUYER**.
16. **ADJUSTMENTS.** Real estate taxes, rents and fuel costs 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 **BUYER** at the time of delivery of the deed.
17. **BROKERAGE WARRANTY.** The parties hereby agree that no real estate brokers or business brokers are involved in this transaction and both parties hereby agree to indemnify and save harmless the other party from and against all claims for commissions, broker's fees and finder's fees made by any person actually retained by such party or with whom such party has dealt in connection with said property or this transaction.
18. **DEPOSIT.** The Deposit hereunder shall be held in escrow by the Law Offices of Mathieu & Mathieu (the "Escrow Agent"), in its non-interest bearing IOLTA Escrow Account, subject to the terms and conditions of this Agreement and shall be duly accounted for at the time of Closing. If any dispute arises between the parties as to whether or not the Escrow Agent is obligated to deliver the deposit, the Escrow Agent is not obligated to make any delivery, but may hold the funds until receipt of a written authorization signed by all persons having an interest in the dispute, directing the disposition of the funds. In the absence of a written authorization, the Escrow Agent shall hold the funds until the rights of the parties have been finally determined in an appropriate proceeding from a court of competent jurisdiction.
19. **WARRANTIES.** The **BUYER** acknowledges and confirms that he is not relying upon any representation, warranty, guarantee, promise, statement or inducement, oral or written, expressed or implied, which may have been made by the **SELLER** or others acting or purporting to act on behalf of the **SELLER** or any agent with respect to the past, present or future condition of the Premises, its actual or projected income and expenses, operation, value, uses, maintenance or any other aspect of this transaction or the Premises.
20. **FLOOD HAZARD INSURANCE.** If the property is determined to be in a flood hazard zone, a lender may require flood hazard insurance before it will grant a mortgage. Providing such insurance is the sole responsibility of the **BUYER**.
21. **TITLE STANDARDS.** Any matter of practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent possible. Any title matter which is the subject of a title standard of the Real Estate Bar Association for

Massachusetts at the time of the delivery of the deed shall be governed by said title standard to the extent applicable.

22. **BUYER DEFAULT, DAMAGES** The parties have agreed that in the event of default by **BUYER** hereunder, the precise amount of damages suffered by **SELLER** will not be readily ascertained and, accordingly, that if **BUYER** shall fail to fulfill **BUYERS'** agreements hereunder, the **SELLER** shall be entitled to retain all deposits as liquidated damages, and this Agreement shall be null and void.
23. **AFFIDAVITS/CERTIFICATES**. At closing, **BUYER** and **SELLER** shall execute such documents and affidavits as are customary to close, including documents necessary to secure first mortgage financing and/or owner's title insurance policy from a recognized title insurance company at normal premium rates using standard ALTA forms.
24. **BUYER INSPECTIONS**. **BUYER** waives all rights of inspection and agrees to take the property in its "AS IS" condition without warranty. The **BUYER** will be allowed a walk through within 48 hours of the closing to confirm equipment and inventory.
25. **SELLER WARRANTIES**. In order to induce **BUYER** to enter into this Agreement, **SELLER** warrants and represents that, to the best of its knowledge and belief without further investigation:
- (a) There are no lawsuits, actions or proceedings pending or threatened in writing against or affecting the Premises;
 - (b) There are no outstanding violations of any environmental, building, health or other applicable local, state or federal laws, rules, ordinances, regulations, permits and requirements of public authorities having jurisdiction over the Premises, or any state of facts that with notice or the passage of time could ripen into any such violations;
 - (c) No work has been performed on the Premises which would give rise to the filing of a mechanic's lien, nor will there be any such lien filed against the Premises for work performed or goods or services provided to, on behalf of or with the consent of **SELLER** between the date hereof and the closing date;
 - (d) There are no outstanding contracts or agreements with any person that would be binding upon **BUYER** in connection with the Premises, and no entity or person, other than **BUYER**, has any rights in or right to acquire the Premises or any part thereof, including but not limited to, a right of first refusal to acquire the Premises or any part thereof;
 - (e) **SELLER** is not aware of any pending or threatened condemnation proceedings in connections with the Premises or any part thereof;
 - (f) **SELLER** has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery hereof the performance of such obligations will not conflict with or result in any breach of any of the terms, conditions, covenants or provisions of any agreement or instrument to which **SELLER** is a party or to which **SELLER** is bound;
26. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY**. If **SELLER** or **BUYER** execute this Agreement in a representative or fiduciary capacity, only the

principal or the estate represented shall be bound, and neither **SELLER** nor **BUYER** so executing, nor any trustee, shareholder or beneficiary of any trust, partner of any partnership or member of any limited liability corporation shall be personally liable for any obligation, expressed or implied, hereunder.

27. **OTHER WARRANTIES AND REPRESENTATIONS.** **BUYER** and **SELLER** agree that they have incorporated in this Agreement their entire understanding and that no oral statement or prior written statement made by either of them or by any other person extrinsic to this Agreement shall have any force or effect. **BUYER** agrees that **BUYER** is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the Premises or any part thereof for any purposes made by any person, other than those representations expressly set forth in this Agreement or in other documents expressly made a part hereof.

28. **CONSTRUCTION OF AGREEMENT.** This instrument, executed in triplicate is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures 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 **SELLER** and **BUYER**. 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.

29. **NOTICES.** All notices and other communications or deliveries that are required or permitted to be given hereunder shall be given in writing, by facsimile transmission with a copy following in the United States mail, or be registered or certified mail, return receipt requested, or by generally recognized overnight delivery, or by hand and

(a) If intended for **SELLER**, addressed to them at the address set forth above, with a copy to:

Thomas J. Mathieu, Esq.
Mathieu & Mathieu
168 Eighth Street
New Bedford, Massachusetts 02740
Telephone: 508.996.8283
Fax: 508.994.0155
Email: TJM@mathieu-law.com

(b) If intended for **BUYER**, addressed to it at the address set forth above, with a copy to:

Craig Medeiros, Esq.
Law Office of Craig Medeiros
98 E. Grove St., Ste. 201
Middleboro, MA 02346
Phone: (508) 947-3555
Fax: (508) 256-8196
Email: cmedeiroslaw@gmail.com

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or to such other address established by like notice. All such notices and communications shall be effective when so deposited in the United States mail or with such overnight delivery carrier, provided that the same are received in the ordinary course at the address to which the same are mailed or sent pursuant to the foregoing.

30. **TITLE.** It is understood and agreed by the parties that the premises shall not be in conformity with title provisions of the Agreement unless:
- i. All buildings, structures and improvements including but not limited to any driveways, garages and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entities.
 - ii. No building, structures or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
 - iii. The premises shall abut or have access to a public way which public way is duly laid out or accepted as such by the city or town in which said premises are located; and
31. **ESCROW FUNDS.** In the event of a disagreement relative to the disbursal of escrow funds as referenced in this Purchase and Sale Agreement, the escrow agent may retain all deposits made under this Agreement and distribute same upon instructions mutually agreed upon and given by the **SELLER** and **BUYER** or upon issuance of a final and binding judgment entered by a court of competent jurisdiction. A disagreement shall be defined as the lack of instructions mutually given by all parties.
32. **PRIOR MEMORANDUM OF THE PARTIES.** This Agreement supersedes any and all other agreements made prior hereto, including any memorandums or letters of intent dated prior by and between the **BUYER** and **SELLER** with respect to the transaction contemplated hereby which is hereby superseded and made void and without recourse to the parties hereto.
33. **LEGAL COUNSEL.** **BUYER** and **SELLER** acknowledge that they have each been advised of the importance of seeking legal advice prior to signing this Agreement, and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their choice prior to signing this Purchase and Sale Agreement.
34. **FOREIGN PERSON.** **SELLER** hereby warrants and represents to **BUYER** that **SELLER** is not a "foreign person" as defined by the Internal Revenue Code, Section 1445, and agrees to execute and deliver to **BUYER** at closing, an affidavit or certificate in compliance with Section 1445 (b) (2) and the applicable regulations thereunder.
34. **ACCESS.** The **BUYER** shall have continuing access to the premises at reasonable times and upon reasonable notice in the presence of the **SELLER**, or its agents, for inspections, arranging financing, measurements and other reasonable purposes. Said right to access shall not be exercised more than three (3) times, upon 48 hour prior reasonable notice.
35. **FINANCING CONTINGENCY.** NONE-CASH PURCHASE.
36. **UNDERGROUND STORAGE TANKS:** The **SELLER** hereby warrants and covenants, to the best of its knowledge and belief, that there are no underground storage

tank (UST) located on the property except for an underground Propane Tank, and agrees to hold the **BUYER** harmless from the existence of same.

37. **CONFIDENTIALITY.** Until the time of filing of the Liquor License Transfer application for "**The Back Nine Club**", with the Town of Lakeville, and unless required by law or Court order, the **BUYER** agrees to hold all information concerning the property in confidence and the **SELLER** and the **BUYER** agree to hold in confidence the terms and conditions of this Agreement, except that the parties may disclose such information as reasonably required to their attorneys, accountants, agents, insurance companies and other related parties to this transaction.

37. **TITLE V:** The parties acknowledge that the premises are serviced by an on-site sewage disposal system. Pursuant to Title V of the State Environmental Code (310 CMR 15.301) the on-site waste-water system (the "Septic System") which serves the property shall be inspected in connection with the transfer of the property as provided for herein. The **SELLER** agree to provide a Certificate of Compliance from the Town of Lakeville, Board of Health, indicating that the system passes the requirements of Title V, within twenty (20) days from the date this Agreement is fully executed.

Should the Inspection indicate that the Septic System is a "failed system" or a "non-conforming system" as defined by said Title V, at **BUYERS'** option within seven (7) days of receiving a copy of the Inspection Form, this Agreement shall be null and void and without recourse to either party and all deposits shall be forthwith returned to **BUYER**, provided, however, that the **BUYER** notifies the **SELLER** in writing within seven (7) days of receipt of the Inspection Form.

38. **SIMULTANEOUS CLOSING CONTINGENCY.** The obligations of the parties to this Agreement are subject to and contingent upon the simultaneous sale by **The Back Nine Club, LLC** of the business assets/Liquor License/personal property of "**The Back Nine Club**" said assets located at 17 Heritage Hill Drive, Lakeville, Massachusetts 02347 to **Lakeville Nursery Redevelopment, LLC**, and/or its designee/nominee as outlined in a separate Purchase and Sale Agreement-Personal Property, of even date, executed simultaneously herewith.

39. **ADDITIONAL PROVISIONS.**

- a. The **BUYER** shall have the right to perform a Phase I 21E examination performed by an engineer duly licensed to perform the same in the Commonwealth of Massachusetts, at its sole cost and expense, within twenty-one (21) days of the execution of this Agreement. If the examination reveals any risk reduction measures or notification requirements then the **BUYER** may terminate this Agreement and the **BUYER'S** deposit shall be refunded.

SEE NEXT PAGE FOR SIGNATURES

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

THIS AGREEMENT IS EXECUTED AS A SEALED INSTRUMENT AS OF THE DAY AND DATE SET FORTH ABOVE.

SELLER:

Olde Stone Lookout, LLC



Mark White, Manager
Manager

BUYER:

**Lakeville Nursery Redevelopment,
LLC, and/or its designee/nominee**



Robert J. Poillucci, II,

ESCROW AGENT:

Law Offices of Mathieu & Mathieu

86

License #00024-RS-0584

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF

The..... TOWN of..... LAKEVILLE

MASSACHUSETTS

HEREBY GRANTS A

COMMON VICTUALER

License to Expose, Keep for Sale, and to Sell

All Kinds of Alcoholic Beverages

To Be Drunk On the Premises

To The Back Nine Club, LLC, dba The Back Nine Club, Karen Donahue, Manager

..... 17 Heritage Hill Drive, Lakeville, MA
on the following described premises
Holes 1-12 consisting of approximately 41 acres of land (Parcel A) of the 18-hole golf course with one-story wood frame building with deck and basement. Kitchen, bar area and dining room on first floor; function room and restrooms downstairs. Alcoholic beverages stored in bar area and cooler on main floor and in locked bulk storage area in basement.

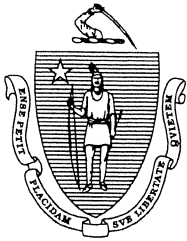
This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31st, 20....., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their official signatures this 5th day of December 20 22

The Hours during which Alcoholic Beverages may be sold are
8 AM-10 PM Monday-Wednesday;
8 AM-11:45 PM Thursday-Saturday;
11 AM to 11 PM on Sundays;
LAST CALL: 15 minutes prior to closing
BAR & TABLES CLEARED BY CLOSING
ALL PATRONS OUT 15 MINUTES AFTER CLOSE
Beverage Cart sales end 30 minutes prior to sunset-allowed on Holes 1-12 only

Magdalena Fabian
Sharon J. Carlson
LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

August 15, 2023

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

BACK NINE CLUB, LLC., THE

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 27, 2008.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **MARK WHITE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MARK WHITE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MARK WHITE**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Manager's Certificate

THE BACK NINE CLUB, LLC

The undersigned, being the Manager of The Back Nine Club, LLC, a Massachusetts limited liability company, having an address of 17 Heritage Hill Drive, Lakeville, Massachusetts 02347 (the "Company"), hereby certify as follows:

1. The following resolutions were duly passed by the Members of the Company as of August 28, 2023, have not been revoked, modified, amended or rescinded and remain in full force and effect:

RESOLVED: That the Company is hereby authorized to transfer ownership of all assets of the Corporation including the All Alcoholic Beverage On Premises License, pertaining to "The Back Nine Club" located at 17 Heritage Hill Drive, Lakeville, Massachusetts 02347, to B9 Club, Inc. for the sum of \$450,000.00; and it is further

RESOLVED: That the Company execute all documents necessary to effectuate the sale of the Assets and Liquor License, including but not limited to a Bill of Sale and any closing documents required to effectuate the transfer; and it is further

FURTHER RESOLVED, that:

(a) the Manager of the Company, Mark White (the "Authorized Signatory"), hereby is authorized and directed to execute, acknowledge and deliver, on behalf of the Company the Bill of Sale and any and all other documents, instruments, agreements or certificates and to pay any sums and take any other action on behalf of the Company as the Authorized Signatory determines to be necessary, appropriate or desirable to consummate the transactions authorized by these resolutions; and

(b) each document, instrument, agreement or certificate executed by the Authorized Signatory to consummate the transactions authorized by these resolutions may be on such terms and conditions as are determined by the Authorized Signatory to be necessary, appropriate, or desirable, and the Authorized Signatory's determination will be conclusively established by the Authorized Signatory's execution and delivery of the document, instrument, agreement or certificate; and

FINALLY RESOLVED, that every action taken by the Company prior to the date of these resolutions that would have been authorized by these resolutions but for the fact that the action was taken prior to that date, be, and each hereby is, ratified and confirmed.

2. Mark White, of 867 Middle Road, Acushnet, Massachusetts 02743, is the Manager of the Company, and his true signature appears below:

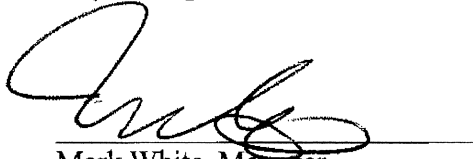
SEE NEXT PAGE FOR SIGNATURES

Mark White, Manager:



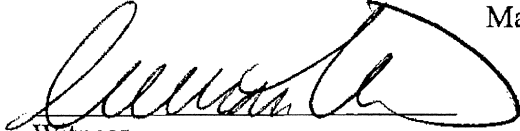
A handwritten signature in black ink, appearing to be 'Mark White', written over a horizontal line.

EXECUTED under seal as of the 28th day of August 2023.



A handwritten signature in black ink, appearing to be 'Mark White', written over a horizontal line.

Mark White, Manager



A handwritten signature in black ink, appearing to be 'L. White', written over a horizontal line.

Witness

**AGENDA ITEM #6
SEPTEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE ARTICLES TO BE
PLACED ON THE NOVEMBER 13, 2023 SPECIAL TOWN MEETING
WARRANT**

There are 10 articles for the Special Town Meeting Warrant. I have attached the draft warrant. I have also attached the schedule for the Special Town Meeting (attached).

Each article should be voted on separately to add to the Special Town Meeting Warrant.

**SPECIAL TOWN MEETING SCHEDULE
NOVEMBER 13, 2023**

<u>ACTION</u>	<u>MEETING DATE</u>
Schedule Special Town Meeting	July 31, 2023
Open Warrant	July 31, 2023
Warrant Closes	August 31, 2023 at 3:00 PM
Vote on Articles	September 18, 2023
Send Articles to Town Counsel for review	September 18, 2023
Vote on Final Warrant	October 10, 2023
Legal ad in Paper	October 19, 2023
Warrant Posting	October 19, 2023
Warrant Review	October 23, 2023

COMMONWEALTH OF MASSACHUSETTS

Town of Lakeville

Special Town Meeting

Monday, November 13, 2023

To any of the Constables of the **TOWN OF LAKEVILLE,**

Greetings:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in Town affairs to meet in the

**APPONEQUET REGIONAL HIGH SCHOOL AUDITORIUM
100 HOWLAND ROAD, LAKEVILLE, MA**

On Monday, November 13, 2023 at 6:30 PM, then and there to act on the following articles:

ARTICLE 1: To see if the Town will vote to transfer the sum of \$452.46 from Park Retained Earnings to pay for the following unpaid bill from the prior fiscal year; or take any other action in relation thereto.

Unpaid Bill No.	Department	Vendor	Amount	Purpose
1	Parks	Hi-Viz & Workgear	\$452.46	Staff T-Shirts
	Total		\$452.46	

Proposed by Select Board

ARTICLE 2: To see if the Town will vote to raise and appropriate from taxation the sum of \$69,770 to supplement the appropriations stated below that were previously voted in Article 1 of the May 8, 2023 Annual Town Meeting for the Fiscal Year beginning July 1, 2023 for various Town Departments; or take any other action in relation thereto.

Line No.	Department	Budget Line Item	Amount	Purpose
1	Select Board	Salaries	\$2,250	Compensation (4 th , 5th member)
2	Select Board	Expenses	6,220	Expanded Board Startup Costs
7	Assessors	Salaries	13,800	Increased Staff Hours

34	Fire	Salaries	40,000	Emergency Overtime
72	Risk Management	Expenses	7,500	Premium Increases
		TOTAL	\$69,770	

Proposed by Select Board

ARTICLE 3: To see if the Town will vote to transfer from Free Cash the sum of \$171,500.00 and \$30,000 from Solid Waste Retained Earnings for the capital projects stated below; or take any other action in relation thereto.

Line	Department	Item	Amount
1	Facilities	Betty's Neck improvements	\$70,000.00
2	Facilities	Town Hall Security	30,000.00
3	Police	Boat Motor replacement	19,000.00
4	Public Works	MS-4 Permit engineering	52,500.00
5	Transfer Station	Brush/Tree Removal	30,000.00
		TOTAL	\$201,500.00

Proposed by Select Board

ARTICLE 4: To see if the Town will vote to transfer from Free Cash the sum of \$2,150,000 for the purpose of adding to the Debt Service/Capital Projects Stabilization Fund pursuant to the provisions of M.G.L. Chapter 40, Section 5B, or take any action relative thereto.

Proposed by Select Board

ARTICLE 5: To see if the Town will vote to transfer from available funds in the Community Preservation Fund the following amounts for projects as recommended by the Community Preservation Committee, with each item to be considered a separate appropriation:

Line	Department	Project	Amount	Funding Source
1	Cemetery Commission	Gravestone Repairs	\$ 10,000	Reserve for Historic Resources
2	Historic Commission	Historic Town House Roof Replacement	30,000	\$12,106.62 Reserve for Historic Resources \$17,893.38 Undesignated Fund Balance
3	Park Commission	Jon Paun Park - Engineering and Architectural Plans for Improvements	25,000	\$22,106.62 Reserve for Open Space \$2,893.38 Undesignated Fund Balance
		TOTAL	\$ 65,000	

or take any other action relative thereto.

Proposed by Community Preservation Committee

ARTICLE 6: To see if the Town will vote to amend Chapter 74, Section 74-1 (B) and 74-1 (C) Town's General Bylaws, Town Meetings, to schedule the annual Town Meeting on the second Monday in June as shown below, with additions in **bold** and deletions in ~~strike through~~, said change to take effect for the 2024 Annual Town Meeting, and further that nonsubstantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of Lakeville, or take any other action relative thereto.

TOWN MEETINGS

Section 2: All business of the *Annual Town Meeting*, except the election of said officers and determination of such matters as are required by law to be elected or determined by ballot, shall be considered at an adjournment of such meeting, to be held on the second Monday of ~~May~~ **June** at 7:00 p.m.

Section 4: Any article shall be received for insertion in the annual warrant by the Select Board up to 4:00 p.m. on the second Monday of ~~March~~ **April**.

Proposed by Select Board

ARTICLE 7: To see if the Town will vote to amend the Lakeville General By-Laws Chapter 102 by adding the following new section Fire Alarm System By-Law, to provide as follows and further that nonsubstantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of Lakeville:

§ 102-10. Definitions.

When used in this bylaw, unless a contrary intention clearly appears, the following words and phrases shall have the following meanings:

FIRE ALARM SYSTEM — A system or portion of a combination system that consists of components and circuits arranged to monitor and annunciate the status of fire alarm or supervisory signal-initiating devices and to initiate the appropriate response to those signals, capable of transmitting a fire alarm signal to the emergency response officials via telephone or radio.

FIRE ALARM SYSTEM MALFUNCTION — The transmittal of a fire alarm to the Lakeville Fire Department via the telephone or radio, which alarm is caused by a malfunction. For the purposes of this bylaw, a "malfunction" is defined as the failure of a fire alarm system to operate in the normal or usual manner due to improper installation or maintenance and/or mechanical defect(s) in the system, resulting in the transmittal of a needless alarm signal to the Lakeville Fire Department.

FIRE ALARM SYSTEM OWNER — An individual or entity who or which owns the title to and/or has on their property or its business a fire alarm system equipped to send a fire alarm signal to the Lakeville Fire Department. Excluded from this definition are single-family residential properties, two-family residential properties, municipal, county, state and federal properties.

HALF-YEAR PERIOD — January 1 through June 30 or July 1 through December 31, as the case may be, of any calendar year.

MALICIOUSLY INDUCED ALARM — An owner will not be assessed a fine for a maliciously induced alarm, but a criminal investigation may be conducted to determine the initiator of the alarm. It will be the determination of the authority having jurisdiction if the acts of the initiator of the alarm warrant the filing of a criminal complaint.

RADIO MASTER BOX OWNER — An individual or entity who or which has on their property or its business a fire alarm system equipped to send a fire alarm signal directly to Lakeville emergency response officials via a master box.

§ 102-11. Administrative rules.

The Fire Chief may promulgate such rules as may be necessary for the implementation of this bylaw.

§ 102-12. Connection of fire alarm systems to Fire Department via radio master box.

- A. Before the fire alarm system is connected to the Lakeville Fire Department, the master box owner shall provide the Fire Chief or their designee with the following information:
- (1) The name, address, and home and work telephone numbers of the master box owner;
 - (2) The street address where the radio master box is located;
 - (3) The names, addresses and telephone numbers of the persons or businesses protected by the fire alarm system connected to the radio master box; and
 - (4) The names, addresses and home and work telephone numbers of at least two persons other than the owner who can be contacted 24 hours a day, who are authorized by the master box owner to respond to an alarm signal and who have access to the premises in which the radio master is located.
- B. If at passage of this bylaw a fire alarm radio system has already been connected to the Lakeville Fire Department via a master box, the master box owner shall comply with the requirements of this section. Any master box owner found to be not in compliance with this section shall become compliant within 30 days of discovery. If a master box owner fails to comply with this section, they shall be punished by a fine of \$50 for each day of noncompliance.

§ 102-13. Connection of station operating companies to Fire Department.

- A. Before the central station operating company is connected with the Lakeville Fire Department, it shall provide the Fire Chief or their designee with the following information:
- (1) The name, address and telephone numbers of the central station operating company;
 - (2) The name, addresses and telephone numbers of the persons or businesses protected by the fire alarm system connected by the central station operating company;
 - (3) A copy of the central station operating company's certification from a nationally recognized listing company as a central station operating company;
 - (4) The names, addresses, and home and work telephone numbers of at least two persons who can be contacted 24 hours a day, who are authorized by the central station operating company to respond to an alarm signal and who have access to the premises from which the alarm signal is emitting to the central station operating company; and
 - (5) The name, address, home and work telephone numbers, and the location of the premises of each customer of the central station operating company who has a fire alarm system equipped to send a fire alarm signal to the central station operating company.

- B. If at the passage of this bylaw a central station operating company already has a direct connection to the Lakeville Fire Department, the operating company shall comply with the requirements of this section. Any operating company found to be not in compliance with this section shall become compliant within 30 days of discovery.
- C. If a central station operating company fails to comply with this section, the Fire Chief or their designee may assess a fine of \$50 for each day of noncompliance.

§ 102-14. Updating information.

Every radio master box owner and every central station operating company shall be responsible for updating the information herein required to be provided to the Fire Chief or their designee. If the information provided changes, the radio master box owner and the central station operating company shall provide the Fire Chief or their designee with the updated changes by the first day of the month following the changes. If a radio master box owner or a central station operating company fails to comply with this section, the Fire Chief or their designee shall assess a fine of \$50 for each day of noncompliance.

§ 102-15. Testing of equipment.

No alarm system designed to transmit emergency messages directly to the Fire Department via radio master box shall be worked on, tested or demonstrated without obtaining permission from the Fire Department. Permission is not required to test or demonstrate alarm devices not transmitting emergency messages directly to the Fire Department. An unauthorized test shall constitute a false alarm.

§ 102-16. Burn-in period.

A burn-in period of 30 days from final inspection will be granted, during which time no fines will be assessed.

§ 102-17. Violations and penalties.

- A. Upon receipt of three or more false alarms within a six-month period from multifamily residential or from commercial/industrial properties, the Fire Chief or their designee may assess a fine pursuant to MGL c. 40, § 21, against the fire alarm system owner.
- B. The following acts and omissions shall constitute violations of this bylaw punishable by the fines as herein provided:
 - (1) An alarm user whose alarm system transmits or otherwise causes more than three false alarms in a six-month period shall be assessed a fine according to the following schedule:
 - (a) Fourth false alarm: \$100.

- (b) Fifth false alarm: \$150.
 - (c) Sixth false alarm: \$200.
 - (d) Seventh false alarm: \$250.
 - (e) Eighth and any subsequent false alarms: \$300.
- (2) An alarm user who fails to comply with any of the requirements of § 102-15 of this bylaw relative to the testing of equipment shall be punished by a fine of \$300.

§ 102-18. Severability.

If any clause, sentence, paragraph, or part of this bylaw or the application thereof to any persons or circumstances shall for any reason be adjudged by a court to be invalid, such judgment shall not affect, impair or invalidate the remainder and the application thereof to other persons or circumstances, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall be rendered, and to the person or circumstances involved.

or take any other action relative thereto.

Proposed by the Fire Chief

ARTICLE 8: To see if the Town will vote to amend the Town of Lakeville Zoning By-Laws by adding the following new Section and further that nonsubstantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of Lakeville:

Section 270-7.9 Open Space Residential Development

A. Purpose

- (1). To permit maximum flexibility and creativity in design for the development of single-family subdivisions that will be superior to conventional plans,
- (2) To promote the most harmonious use of the land's natural features, resources and topography, which will promote the general health and safety of the public,
- (3) To discourage sprawled development, minimize environmental disruption, and provide a shorter network of streets and utilities which will promote a more efficient distribution of services; and

- (4) To encourage the permanent preservation of open space, agricultural land, forestry land, wildlife habitat, other natural resources including aquifers, water bodies and wetlands, and historical and archaeological resources.

B. Special Permit Required.

Open space residential development may be authorized, only by a special permit as granted by the Planning Board. The Board may approve, with conditions, or deny an application for an OSRD after assessing whether the OSRD better promotes the intent of this By-Law than a conventional subdivision.

C. Pre-Application Meeting.

A pre-application meeting is required to be held at any regular meeting of the Planning Board. Concept plans for the traditional subdivision and open space plan shall be submitted for discussion. The Board shall invite representatives from the Conservation Commission and the Board of Health to attend. The intent of such meeting is to allow the Town the opportunity to discuss with the applicant and review each proposal prior to the special permit process. After the pre-application review, an applicant may then proceed to the preliminary plan review process.

D. Development Requirements

- (1) The minimum lot size of the development parcel shall be 20 acres.
- (2) The minimum lot size of the OSRD parcel may be reduced to 10 acres if:
 - a. The proposed dedicated open space abuts an existing parcel of local, state, federal, or permanently restricted open space land. The Agency or organization must agree to accept the ownership or a Conservation Restriction on the parcel prior to final approval.
 - b. The property is located along a great pond and the open space land will be the land along the pond. Land located within the floodplain shall not be included in the open space calculations.
- (3). The development shall be served by at least one of the following types of utilities: a municipal water supply, a privately-owned public water supply, a Wastewater Treatment Plant or a shared septic system. Approval for the desired system shall

be obtained from the licensing/permitting authority prior to the issuance of the OSRD Special Permit.

- (4) Land area required for the Zone 1 of a public water supply and the land area required for the septic field and reserve area of a WWTP or shared septic system and the required buffer, as well as, any associated buildings shall be excluded from land area calculations. These areas shall be owned and maintained by a homeowners' association.

E. Dimensional and Design Requirements.

- (1) The number of building lots for the Open Space Residential Development may not exceed the number of building lots that may be approved on the property as permitted by Board of Health and Conservation Commission regulations, existing zoning, and a conventional subdivision per the Lakeville Subdivision Regulations ("subdivision regulations").
- (2) Lots may be reduced in size to a minimum of 30,000 square feet of contiguous upland area. The general location of septic systems and wells shall be shown on the plans to ensure proper distances can be maintained to protect public health. The Health Department shall provide guidance to the Board on the proper location of these utilities.
- (3) Lots approved under this section do not have to comply with the requirements of Article V Intensity Regulations and instead shall comply with the requirements found in this Section.
- (4) All lots and structures shall comply with the following dimensional requirements:

Frontage: 75 feet *
Front yard setback: 25 feet
Side yard setback: 20 feet
Rear yard setback: 25 feet

Maximum Height of buildings
Number of Stories 2.5
Height 35 Feet

Lot Coverage 40%

Towers are not permitted.

Lots with on-site septic systems shall be limited to one bedroom per 10,000 sq. ft. of land area.

* The Board may allow 20% of the lots to have the frontage reduced to 50 feet.

- (5) The width of each lot shall not be reduced to less than the required frontage from the street to building site on each lot.
- (6) All accessory structures and uses shall comply with the requirements of Section 5 of these bylaws unless otherwise provided for herein.
- (7) Strong emphasis shall be placed upon preserving and integrating the existing topography, natural features (such as rock outcrops, specimen trees and clumps of trees) and man-made features such as stonewalls into the plan.
- (8) Existing/proposed screening, distances between the OSRD and existing abutters, and topography shall all be considered. The intent is to minimize impacts on existing abutters.
- (9) When determined necessary by the Board, screening and buffering shall be required. It may consist of landscaped berms, evergreen plantings, solid walls or fences complemented by suitable plantings, "no cut" provisions (for existing vegetation), or a combination of these items. The location of the screening/buffering and species type(s) of vegetation shall be noted on the definitive plan.

F. Dedicated Open Space

- (1) A minimum of 50% of the upland area of the parcel shall become dedicated open space as described below. The Planning Board may reduce this figure to a minimum of 40% if it determines there are unique circumstances (re: shape of parcel, topography, wetlands, etc.) that would individually or together preclude the construction of the OSRD or that the open space to be provided is of exceptional value to the Townspeople. Roadway layouts shall be excluded from the open space land area calculations.
- (2) Uses for open space: The open space may be used for wildlife habitat and conservation and may also be used for the following additional purposes or a combination of these uses to the extent allowed by this By-Law: historic preservation, outdoor education, passive recreation, aquifer protection, stormwater management, agriculture, horticulture, forestry, and shall be served by suitable access for such purposes. Only 10% of the open space land may be used for new agriculture, horticulture, or community gardens provided that only organic

methods are employed. In subdivisions of 25 or more lots, the Board may require a portion of the site be developed for active recreation such as, but not limited to, playgrounds, sports fields, courts, etc. The Select Board must vote to accept this park prior to final approval, or the land shall remain as open space and be deeded to the Conservation Commission as open space.

- (3) Detention or retention basins may be located in the open space; however, this land area may not be counted towards the minimum open space required.
- (4) Dedicated open space may be utilized as natural courses for disposal for storm drainage from impervious surfaces. Other than minor berming (maximum 3-1 slopes which shall blend into the landscape) and riprap at pipe outflows, no significant disruptions of the land (contour changes greater than three feet) for drainage are permitted.
- (5) Dedicated open space may be in one or more parcels of a size and shape appropriate for its intended use. The parcels shall be laid out to promote convenient access by the homeowners within the OSRD and the general public. Wherever practical, parcels shall be accessible via upland areas. The adequacy of the open space land shall be determined by the Planning Board.
- (6) Public access to proposed preserved open space, including paths, shall be provided where appropriate. The plan shall show the location, construction details, and signage for pathways. Paths in OSRDs shall not be utilized for snowmobiles and other motorized travel, but may be used for cross-country skiing, snowshoeing, horseback riding, and other non-motorized modes of travel.
- (7) Parking for public access or facilities to serve the recreational uses shall be allowed on the open space land.

G. Ownership of Dedicated Open Space.

- (1) The open space shall, at the Planning Board's election be conveyed to:
 - a) The Town of Lakeville Conservation Commission or Select Board and accepted by it for open space, or a park, or
 - b) The Commonwealth of Massachusetts as part of a state forest, park or wildlife management area, or
 - c) A nonprofit organization, the principal purpose of which is the conservation of open space. In this case where the open space is not conveyed to the Town, a permanent conservation, agricultural or historical

preservation restriction approved by Town Counsel and enforceable by the Town, conforming to the standards of the Massachusetts Executive Office of Energy and Environmental Affairs, Division of Conservation Services shall be recorded to ensure that such land shall be kept in an open or natural state and not be built for residential use or developed for accessory uses such as parking or roadways except as permitted by this bylaw and approved by the Planning Board. Restrictions shall provide for periodic inspection of the open space by the Town. Such restriction shall be submitted to the Planning Board prior to approval of the project and at the Registry of Deeds/Land Court simultaneously with recording of the endorsed definitive subdivision plan. A management plan may be required by the Planning Board which describes how existing woods, fields, meadows, or other natural areas shall be maintained with good conservation practices.

- (2) Any land set aside as open space, or conserved as a condition of special permit, shall be permanently protected pursuant to Article 97 of the Articles of Amendment to the Constitution of the Commonwealth of Massachusetts or a perpetual restriction under G.L. Chapter 184 Section 31-33. Unless conveyed to the Conservation Commission, the required open space shall be subject to a permanent Conservation, Watershed, or Agricultural Preservation Restriction conforming to the standards of the Massachusetts Executive Office of Environmental Affairs, Division of Conservation Services or Department of Agricultural Resources in accordance with G.L. Chapter. 184 Section 31-33, approved by the Planning Board and Select Board and held by the Town of Lakeville, or a non-profit conservation organization qualified to hold conservation restrictions under G.L. Chapter 184, Section 31-33.
- (3) If necessary, such restrictions shall further provide for maintenance for the common land in a manner which will ensure its suitability for its function, appearance, cleanliness, and proper maintenance of drainage, utilities, and the like.
- (4) Where the boundaries of the open space are not readily observable in the field, the Planning Board shall require placement of surveyed bounds sufficient to identify the location of the open space.

H. Preliminary Subdivision and OSRD Concept Plan Application Process.

After the preapplication review, an applicant must file for preliminary subdivision approval and approval of the OSRD concept plan.

- (1) An application, a preliminary set of plans, illustrating a conventional subdivision plan and proposed OSRD shall be filed with the Lakeville Town Clerk and the Planning Board. The application shall be accompanied by 14 copies of the plans and any other supporting materials, which must be prepared and stamped by a professional civil engineer and landscape architect. This submittal shall comply with the Lakeville Subdivision Regulations. An electronic copy shall also be filed.
- (2) The preliminary subdivision plan shall be used by the Planning Board to determine the maximum number of lots which could be created via a conventional plan. The applicant must demonstrate to the satisfaction of the Board that all the lots shown on the preliminary plan comply with the applicable sections of the Lakeville Zoning By-Laws and Subdivision Regulations. This number will be the maximum allowed in an OSRD Special Permit and definitive subdivision plan submittal.
- (3) All lots shown on the preliminary conventional plan shall have at least one deep observation hole and percolation test dug according to 310 CMR 15.102 and 15.104 to determine the suitability of the lot for development. If necessary to determine whether a lot may be buildable, the Board of Health may require additional testing.
- (4) Prior to the submittal of the preliminary subdivision and OSRD concept plan, the applicant shall have the wetlands delineated on the site and a Resource Area Delineation approved by the Conservation Commission.
- (5) The burden of proof shall be upon the applicant to prove that all the proposed lot(s) are suitable for building. The Planning Board reserves the right to challenge the status of any lot and not allow such to be included in any definitive plan filing.
- (6) Formal percolation and depth to groundwater tests shall be conducted on a portion of the lots located on the OSRD development area. Depending on the results of these tests and after consultation with the Board of Health, the Board may require additional testing. The results of these tests shall be submitted with the application.
- (7) A preliminary sketch plan of the proposed OSRD shall be submitted. It shall contain the proposed location of the road(s), lots, drainage, and dedicated open space. General topography (with ten-foot contours maximum), major site features and adjacent streets shall also be shown.

- (8) The Planning Board shall hold a public hearing on the preliminary plan as required by the Town of Lakeville Rules and of the Planning Board Governing the Subdivision of Land.
- (9) The conceptual OSRD shall also be reviewed and discussed during the hearing process. Comments and recommendations shall be incorporated in plans included in any subsequent filings.
- (10) If the preliminary conventional and conceptual OSRD plans are approved, the Planning Board shall, insofar as practical under the law, allow the submittal of a combined special permit and definitive subdivision plan. A combined submission will not be authorized in those cases where either the conventional preliminary plan or proposed OSRD concept plan is not approved by the Planning Board.

I. Special Permit Application and Filings.

A special permit application for an OSRD shall include a definitive subdivision plan with 14 copies and an electronic copy. It shall be prepared in accordance with the Lakeville Subdivision Regulations. Administrative and consulting review fees required by the Board shall be paid by the applicant. In addition, the applicant shall provide the following information:

- (1) A detailed analysis of the site, including wetlands, soil conditions, areas within the 100-year floodplain, trees over eight inches in diameter in areas identified by the Planning Board, and natural, and/or man-made features and other items as the Planning Board may request;
- (2) A description of the proposed design characteristics of the site pursuant to these regulations;
- (3) Drainage calculations meeting the requirements of the subdivision regulation and zoning bylaws.
- (4) If a common septic system is proposed, then septic tanks shall be required for each house lot. Easements shall be granted to the homeowners' association to allow for regular cleaning.
- (5) A copy of any restrictive covenant(s) for the preserved open space, association rules and regulations and/or other documentation relating to the creation of a homeowners' association or similar entity, if necessary.
- (6) The Planning Board may require other plans, studies, or reports as may be necessary for the Board to understand the impact of the proposal and determine

compliance with the provisions of this By-Lay and the Lakeville Subdivision Regulations.

J. Special Permit Decision.

- (1) The Planning Board shall conduct a public hearing in accordance with the provisions of these bylaws.
- (2) If the Planning Board disagrees with any recommendations of another Town of Lakeville Board, it shall state its reasons therefor in writing.
- (3) The Planning Board shall consider the approval criteria in this section to determine if it approves the plan as submitted.
- (4) The Planning Board may impose conditions as a part of any approval that furthers the purposes of this Section 7.10 and these bylaws.
- (5) The Planning Board shall require a performance guarantee pursuant to G.L. Ch.41 Section 81U. to secure the proper completion of all infrastructure, as well as, the fulfillment of any conditions of approval.

K. Approval Criteria.

The Planning Board may grant a special permit under this Section only if it finds that:

- (1) The proposed plan is in harmony with the intent and requirements of this section and these bylaws.
- (2) Open space as required by this bylaw has been provided and generally conforms to the dedicated open space section of this bylaw.
- (3) Proposed uses of the open space comply with this bylaw.
- (4) Proposed open space will be dedicated in compliance with the Massachusetts General Laws and this bylaw and is suitably protected.
- (5) Approximate building sites have been identified and are not located closer than 100 feet to wetlands and waterbodies.
- (6) Proposed streets have been aligned to provide vehicular access to each house in a reasonable and economical manner. Lots and streets have been located to avoid or

minimize adverse impacts on open space areas and to provide views of and access to the open space for the lots.

- (7) All lots meet the applicable dimensional requirements of this Open Space Residential Development By-Law.
- (8) If required, all documents creating a homeowners' association has been submitted to the Board and approved by Town Counsel.
- (9) Any restriction or other legal documents (deeds, conservation restrictions, easements, etc.) necessary to permanently conserve the open space as required by the approval shall be recorded prior to the release of any lots in the subdivision and prior to the issuance of any building permits.
- (10) The development will not have a detrimental impact on the neighborhood or abutting properties; and
- (11) Other factors as determined appropriate by the Planning Board.

L. Revisions to Approved Special Permits. Subsequent to granting of a special permit, the Planning Board may permit the relocation of lot lines or changes to landscaping within the project, provided that any change in the number of lots, street layout, square footage or composition of dedicated open space, or disposition thereof, will require further review and a public hearing.

or take any other action relative thereto.

Proposed by the Planning Board

ARTICLE 9: To see if the Town will vote to amend the Lakeville Zoning By-Laws Section 270-6.6.F. Special Permits by adding the following text in bold and to renumber the remainder of the Section accordingly and further that nonsubstantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of Lakeville:

Section 270-6.6 F. Special Permits

(3) Changeable copy signs, electronic message board signs, and internally illuminated or the portion of a sign that is changeable copy, an electronic message board or internally illuminated shall require a special permit **by the Zoning Board of Appeals.**

or take any other action relative thereto.

Proposed by the Planning Board

ARTICLE 10: To see if the Town will vote to amend the Lakeville Zoning By-Laws Section 270-7.4 by adding the following text and to renumber the remainder of the Section accordingly and further that nonsubstantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of Lakeville:

(30) Signs - Changeable copy signs, electronic message board signs, and internally illuminated signs.

These signs must meet the following standards:

- (a) The parcel where the sign is proposed shall not abut properties on either side or across the street that are zoned Residential.
- (b) If the property cannot meet the above standard (a) a Special permit may still be issued only if the sign is for a use that identifies municipal or public safety buildings, medical facilities, or retail stores that sell medical supplies.
- (c) It must be determined that the sign is not detrimental to the character of the neighborhood.

or take any other action relative thereto.

Proposed by the Planning Board

You are directed to serve this warrant by posting an attested copy hereof fourteen (14) days at least before the day appointed for the Special Town Meeting at the following places: Town Office Building, Baldies Pizzeria, Fat Cousins, the Clark Shores Association Bulletin Board, Apponequet Regional High School, Lakeville Senior Center, and Assawompset Elementary School.

Hereof fail not and make return of the warrant with your doings hereon at the time and place of said meeting.

Given under our hands this 18th day of September, 2023.

Brian Day, Chairman

A true copy, Attest:

Evagelia Fabian

Constable

Lorraine Carboni

Lakeville, MA _____, 2023

LAKEVILLE SELECT BOARD

**AGENDA ITEM #7
SEPTEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE HOUSE OR
REPRESENTATIVES' PROPOSED CHANGE TO THE 5 MEMBER
BOARD PETITION**

Attached is information regarding the request for a proposed change from the floor of the House to the 5-Member Board petition article.

HOUSE No. 2093

The Commonwealth of Massachusetts

PRESENTED BY:

Norman J. Orrall

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:
An Act increasing the number of members for the select board of the town of Lakeville.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Norman J. Orrall</i>	<i>12th Bristol</i>	<i>1/12/2023</i>

HOUSE No. 2093

By Representative Orrall of Lakeville, a petition (accompanied by bill, House, No. 2093) of Norman J. Orrall (by vote of the town) relative to increasing the number of members for the select board of the town of Lakeville. Municipalities and Regional Government. [Local Approval Received.]

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Third General Court
(2023-2024)**

An Act increasing the number of members for the select board of the town of Lakeville.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Notwithstanding any general or special law to the contrary, the number of
2 members on the town of Lakeville select board shall be increased from 3 members to 5 members.
3 The select board shall annually elect a chairperson from among its members.

4 SECTION 2. At the first ballot election to occur following the effective date of this act, 3
5 select board members shall be elected. The candidate receiving the highest number of votes in
6 that election shall serve a 3-year term. The candidate receiving the second highest number of
7 votes shall serve a 2-year term. The candidate receiving the third highest number of votes shall
8 serve a 1 year term. Thereafter, as the terms of select board members expire, successors shall be
9 elected for terms of 3 years.

10 SECTION 3. This act shall take effect upon its passage.

H.2093 FLOOR AMENDMENT

Mr. Walsh of Peabody moves to amend House, No. 2093 by striking out the word "ballot", in line 4, and inserting in place thereof the following words:- "annual town".

Ari Sky

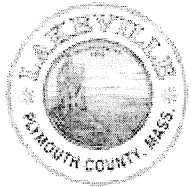
From: Ari Sky
Sent: Thursday, September 7, 2023 3:47 PM
To: Brian Day; Lorraine Carboni; Lia Fabian
Cc: Tracie Craig-McGee (tcraig-mcgee@lakevillema.org)
Subject: FW: 5 Member Board Legislation
Attachments: H2093[98].docx; H2093 Floor Amendment[69].docx

Boardmembers –

This afternoon I received the email below from Norm Orrall regarding a recommended edit to the 5 member Select Board petition and Town Counsel's comments follow. If you're amenable, we can include a discussion and possible vote on the change on the September 18 agenda. Thanks.

Ari J. Sky, ICMA-CM

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



From: Gregg J. Corbo <GCorbo@k-plaw.com>
Sent: Thursday, September 7, 2023 3:38 PM
To: Ari Sky <asky@lakevillema.org>; Michele Randazzo <MRandazzo@k-plaw.com>
Subject: RE: 5 Member Board Legislation

Hi Ari. The term "first ballot election" is a bit vague, in my opinion, and having this go into effect at the next annual election makes sense, unless the current board wanted to move forward with the expansion prior to that date. If that is the case, we can work on language that would allow the Board to call a special election for this purpose. If that is not the case, I recommend that the Board vote to approve the amendment at its next meeting. Please let me know if you would like to discuss.

-Gregg

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

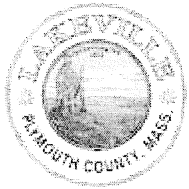
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From: Ari Sky <asky@lakevillema.org>
Sent: Thursday, September 7, 2023 2:40 PM
To: Gregg J. Corbo <GCorbo@k-plaw.com>; Michele Randazzo <MRandazzo@k-plaw.com>
Subject: FW: 5 Member Board Legislation

Gregg/Michele –

This proposed revision from the House pertains to the 5 member board petition, which was approved by Town Meeting last November. I'd appreciate your assessment on whether this is appropriate. Thanks.

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



From: Orrall, Norman - Rep. (HOU) <Norman.Orrall@mahouse.gov>
Sent: Thursday, September 7, 2023 2:35 PM
To: Ari Sky <asky@lakevillema.org>
Cc: Lillian Drane, Town Clerk & Chief Elections Officer, CMC, Commissioner to Qualify & Burial Agent <ldrane@lakevillema.org>
Subject: 5 Member Board Legislation

Ari,

This legislation is in the final step before a House vote. The committee on third reading has a clarification they would like to make via a floor amendment. The manner in which this citizen petition to Town Meeting was done, non-substantive changes may be made without local vote or approval. However, we would like to get an approval from the town to make the change, even though it does not need to be voted on.

The legislation as filed and the amendment are attached for your review and approval of the amendment. The amendment seeks to change the phrase "ballot election" to "annual town election". As originally written it could be interpreted to force the new select board positions to be filled on the Presidential Primary in March versus the annual Town election in April. I have spoken with the Town Clerk and she agrees that would not be possible or the intent.

Please let me know as soon as possible if the town agrees with the amendment.

Thank you,

Representative Norman Orrall

Get Outlook for iOS

**AGENDA ITEM #8
SEPTEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPOINT KEVEN DUQUETTE
AS SEALER OF WEIGHTS AND MEASURES**

Attached is a memo from the Director of Inspectional Services requesting the appointment of Kevin Duquette as the Town's Sealer of Weights and Measures.

If appointed the term would expire on July 31, 2024.



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

RECEIVED
SEP 14 2023
SELECTMEN'S OFFICE

*OFFICE OF
BUILDING COMMISSIONER*

TO: Ari Sky, Town Administrator
Brian Day, Chairman of Select Board

FROM: Nathan P. Darling, Director of Inspectional Services

DATE: September 14, 2023

SUBJECT: Appointment of Kevin M. Duquette as the Sealer of Weights and Measures

I respectfully request that the Select Board appoints Kevin M. Duquette as the Town's Sealer of Weights and Measures at the September 18, 2023 meeting. Kevin has successfully completed the pre-employment screening process and is ready to begin working.

He is a certified Sealer of Weights and Measures in Massachusetts and has 13 years of experience in this role. He currently works as a Sealer for a number of towns including Foxboro, Somerset and Attleboro.

You will recall that this request for appointment is due to the resignation of Dave Enos, who has efficiently served as Lakeville's Sealer of Weights and Measures for the past 21 years. As mentioned previously, we are so grateful for Dave's years of service to the Town and wish him all the best.

Thank you for your consideration.

cc: Tracie Craig McGee, Executive Assistant to the Select Board
Chris Holt, Human Resources Administrative Assistant

**AGENDA ITEM #9
SEPTEMBER 18, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE DPW HEAVY
MOTOR EQUIPMENT OPERATOR HIRE AT LEVEL 2, STEP 4**

Attached is a memo from the DPW Director requesting approval to rehire Seth Ferreira as Heavy Motor Equipment Operator at Level 2, Step 4.



Town of Lakeville

Town Office Building
346 Bedford Street
Lakeville, MA 02347

TO: Select Board
Ari Sky, Town Administrator

FROM: Franklin Moniz, DPW Director

DATE: September 30, 2021

SUBJECT: Hire HMEO-Seth Ferreira- Level 2 Step 4

This memo serves as a formal request for the Select Board to review and approve the rehire of Seth Ferreira at Level 2-Step 4. The Town has historically had difficulty in hiring Heavy Motor Equipment Operators when positions are vacant. Mr. Ferreira was a DPW employee who had left at the end of July 2023. In his time working for the DPW, Mr. Ferreira performed admirably and I would like to bring him back. He has a good working knowledge of all aspects related to our operation. Due to competitive pressures I am requesting authority to pay Mr. Ferreira at Level 2-Step 4(\$23.94 per hour).

Thank you in advance for your assistance.

**AGENDA ITEM #10
SEPTEMBER 18, 2023**

**SCHEDULE SELECT BOARD MEETINGS FOR NOVEMBER,
DECEMBER AND JANUARY**

Suggested dates for November, December and January:

November 6, 2023 and November 20 (*Member Fabian has indicated that she has a conflict on November 20*)

December 4, 2023 and December 18, 2023

January 8, 2024 and January 22, 2024

**AGENDA ITEM #11
SEPTEMBER 18, 2023**

BUILDING COMMITTEE UPDATES:

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

**AGENDA ITEM #12
SEPTEMBER 18, 2023**

DISCUSS TOWN ADMINISTRATOR'S ANNUAL REVIEW

**AGENDA ITEM #13
SEPTEMBER 18, 2023**

NEW BUSINESS

**AGENDA ITEM #14
SEPTEMBER 18, 2023**

OLD BUSINESS

**AGENDA ITEM #15
SEPTEMBER 18, 2023**

CORRESPONDENCE

There is no correspondence.