

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>Tuesday, September 5, 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. Discuss and possible vote to approve Select Board Minutes of August 21, 2023 and August 29, 2023
4. 6:15 PM 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
5. Discuss and vote to sign SERSG Contracts for Paper and Office Supplies and Department of Public Works Supplies
6. Discuss and possible vote to approve one-day beer and malt license for Decanted, Inc. on September 23, 2023 for Angers Conway Farm Festival
7. Discuss and possible vote to appoint John Lucey to the Community Preservation Committee
8. Discuss and possible vote to accept the resignation letter of David Kraemer from the Lakeville Arts Council
9. Discuss and possible vote on request from Daughters of the American Revolution to issue Constitution Week Proclamation
10. Discuss operating hours for Town Hall
11. Discuss and possible vote on revisions to Annual Town Meeting Article 14 (Recall of an Elected Official) as requested by Senate Counsel
12. Building Committee Updates:
 - a. Senior Center Feasibility Study
 - b. Fire Station Building Committee
 - c. Old Colony Feasibility Study

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 #3
SEPTEMBER 5, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE SELECT BOARD
MINUTES OF AUGUST 21, 2023 AND AUGUST 29, 2023**

**AGENDA ITEM # 1
SEPTEMBER 5, 2023**

SELECT BOARD ANNOUNCEMENTS

Welcome the students back to School!

There will be a September 11th observance held at 10:00 AM at the Lakeville Fire Station. The public is welcome to attend.

The Lakeville Lions Club Fall Family Festival will be happening on September 16th from 11 AM to 5 PM at their building on 170 Main Street. There is a rain date of September 17th. The event is free to attend and will have a free bounce house – kids games – live music – face painting – dunk tank and hayrides. Food and craft beer will be available.

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 5, 2023**

TOWN ADMINISTRATOR ANNOUNCEMENTS

**TOWN OF LAKEVILLE
Select Board Meeting Minutes
August 21, 2023 – 6:00 PM**

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

On August 21, 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.

Public hearing for transfer of Off Premises Wine & Malt Package Store license for 33 Bedford Street – Joe’s Gas

Present for the discussion was the applicant, Gilbert Issa. Chairman Day read the legal notice into the record, which was published on August 10, 2023.

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

VOTED: To open the public hearing for the transfer of the Off Premises Wine and Malt Beverages Package Store located at 33 Bedford Street.
Unanimous in favor.

Chairman Day swore Mr. Issa in. Mr. Issa summarized the application and his intentions. Ms. Craig-McGee noted that four (4) certified mail notices were sent out and two (2) were received back. Mr. Issa confirmed he will keep the same hours as the current license. Member Carboni asked about the annual license fee. With the transfer of the new owner and the fee was already paid by the previous owner, how does that. Ms. Craig-McGee said the fee will not be paid by Mr. Issa until the ABCC has approved the license. The Town does not refund the present owner for their license fee.

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

VOTED: To close the public hearing for the transfer of the Off Premises Wine and Malt Beverages Package Store located at 33 Bedford Street.
Unanimous in favor.

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

VOTED: To approve the transfer of the Off Premises Wine and Malt Beverages Package Store License from Gulf Resources, Inc., dba Joe’s Gas to Joe & Chloe Gas, Inc., dba Joe’s Gas.
Unanimous in favor.

Discuss and possible vote to approve Select Board Minutes of July 10, 2023 and July 31, 2023

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

VOTED: To approve the Select Board Meeting Minutes of July 10, 2023.
Unanimous in favor.

Chairman Day noted on Page 3 of the July 31st minutes, under the Abutter Lot program discussions, the third sentence from the bottom should read “Mr. Sky will incorporate” instead of Chairman Day.

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

VOTED: To approve the Select Board Meeting Minutes of July 31, 2023 as amended.
Unanimous in favor.

Discuss and possible vote to approve contract with Town Accountant

Mr. Sky said this a three (3) year contract for the Town Accountant Financial Services. The information is identical to the previous contract, except for the change in the billing rate.

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

VOTED: To approve the contract with the Town Accountant for a three (3) year period beginning July 1, 2023 and ending June 30, 2026.
Unanimous in favor.

Update on Assawompset Elementary School Windows and Doors Project

Joseph Spangenberger from Watermark; Nathan Darling, Building Commissioner; Michael O’Brien, Fire Chief and Deidre Farrell Welch, Interim Finance Director for the Regional School District, were present for the discussion. Mr. Spangenberger said the project is on schedule. By the time school opens, approximately 175 windows out of the 283 total and a portion of the doors will be installed. The completion date is October 20, 2023 and the contractor’s on track to meet that date or possibly improve on it. The classrooms in the priority area will have their windows installed. Any spaces that need natural light that are not finished will have temporary windows installed. The window delivery was delayed by four (4) to six (6) weeks. Progress is a bit ahead right now.

Chairman Day said we are all concerned about the safety of the students when they go back to school. Member Fabian asked for an update on the specifics of the air quality testing that will need to take place. Mr. Spangenberger said the testing is related to the asbestos work. That is completed

and reports were prepared by an asbestos monitor; the report found no release . They have done ambient air monitoring and found no releases in the air or environment. Member Fabian asked if the classrooms and furniture been cleaned according to AIA. Mr. Spangenberg said the abatement areas are contained by plastic. Each area is cleaned under the direction of an asbestos monitor. The monitor confirms that there is no asbestos and takes samples analyzed under a microscope to certify that there are no asbestos fibers in the work area. Ambient air monitoring is done in the hallways and spaces around and all tests have come back negative. As far as cleaning the rest of the building, there is a normal process that Greg Goodwin does prior to the kids coming back to school and they are coordinating with him. Mr. Goodwin said there is a normal state of cleaning at this time of the year. Prior to the project starting, they went through the priority areas and gave them a thorough cleaning so that way the majority of the heavy lifting will be done. All touch surfaces will be cleaned. We feel we are on target with that and transferred our crew to Assawompset.

Member Fabian said we knew that this was not going to be completed by the time school went back, but she doesn't remember hearing that we would have to put in temporary windows. She thought it was just the doors that would not be completed. Mr. Spangenberg said the approach the contractor took was to remove the windows to get the abatement done and put up plywood. Preliminary work was done so when the windows were delivered the crews could move faster. The priority areas are the classrooms on the first floor; cafeteria and all the outside windows will be done prior to school opening. At this point, the project team has identified that there may be other spaces occupied where natural light is required. If there are, the contractor will cut in temporary windows as needed. Member Fabian asked where does the second floor fall on the priority list. Mr. Spangenberg said they have the main priority list and then the rest of the project. Chairman Day asked if that will happen between school opening and October. Mr. Spangenberg said the work will be after hours after August 30th beginning at 4:00 PM to midnight. All areas have to be put back together and ready for occupancy the following day. The doors will be installed and operable the following day. There will never be a situation where a door is not operable. Chairman Day asked if the security system will be hooked up. Mr. Spangenberg said yes. Member Carboni asked as far as occupancy sign-off, will the Fire Chief and Building Commissioner be providing sign off prior to occupancy. Mr. Darling said he requested prioritizing from a building commissioner's perspective to make sure the students are healthy and safe. We have received the asbestos report today. Through SLAM Collaborative we requested a final affidavit that it is suitable from a core perspective for temporary occupancy. Once he receives it, we will be clear for temporary occupancy. The asbestos abatement is complete on the windows, but we have the doors. We have requested final clearance before the kids go in. Any abatements work after school starts is limited to doors and on weekends so they have time to do the abatement and clearance testing. Chairman Day asked have you figured out what the process will be if we don't receive the clearance. Mr. Darling said he would not allow school to go forward if he does not receive the clearance. He will establish a cut off time and notification list for Sundays.

Chairman Day said we have a few pictures from residents about gaps in the windows. Mr. Spangenberg said everything is within tolerance. The architect is inspecting the installation to be sure that all work is being done to manufacturer's specifications and that it meets plans and specifications. Work may not be completed on any given window so the spacing may look odd. Mr. Darling said he would like to take a site walk to see the work that has been done. If SLAM is able to verify that the gaps are within tolerance, that would be sufficient. With the plywood on the second floor, we need to make sure the fastenings are sufficient for a storm. Chairman Day said

there is an area that the flashing and trim do not match the windows. Mr. Spangenberg said all the color choices were made by the District.

Chief O'Brien said this is a unique situation, but the process is the same each year. He goes in prior to school opening every year and communicates his expectations for combustibles and egress. We practice egress within the first week of school. The variable is that the teachers start to decorate the space and that traditionally is what calls for him to take corrective action. Chairman Day asked if things are going in the right direction. Chief O'Brien said any obstructions or limitations on access will have to be corrected. He will be checking that. Member Fabian said right now there are materials on the basketball courts. Is that one of the places that the kids go out for a fire drill. Does the school need to update this? Chief O'Brien said they will have to update their egress plan. He will look at the plan and test it. We can compare the new data with previous data. Member Fabian asked if he has worked with the principal on this? Chief O'Brien said that is not something that he discusses with the principal, but he can verify at the meeting tomorrow. Member Fabian asked if the second floor not being finished was problematic for him. Chief O'Brien said if a portion is not occupied, it is not relieved from the fire code. The school is obligated to let him know if life safety changes. They will then go inspect the situation. If he is not satisfied with the times, the plan will change. Ms. Farrell Welch said she asked the Chief about the annual inspections. The Middle School's plan was not up to what we want to happen. Anytime there is a physical building change, the school must update all their plans. If it is temporary, we have to go back and redo the plan and re-drill the students. These are mandated by law.

Chairman Day said the Sunday before Labor Day was the target, but the week of August 28th is new teacher mentoring. Mr. Spangenberg said the goal for the priority areas was to have them done prior to children returning to school. It was not around the date that the teachers return, which is August 29th. Ms. Farrell Welch reviewed the District's school calendar for teachers and students. She said this is a phased occupied construction project and it was brought to Town Meeting that way. We are ahead of schedule. All the classrooms on the first floor are priority areas. We made a decision as a team not to educationally service students on the second floor by bringing art and music into the classrooms. The natural light in the classrooms is stunning. The commissioning agent is required by MSBA and oversees the project from the perspective of commissioning. MSBA pays 100% of this fee and windows are commissioned by running water all day long to make sure gaps are not there. If it fails, we come up with a punch list. Member Fabian asked if commissioning has been done yet. Mr. Spangenberg said the commissioning agent has been involved since the beginning. They are now involved in the progress meetings and they have a six (6) to eight (8) visit calendar for this project. They are ensuring that the project is meeting the plans and specifications.

Member Fabian asked why did the District not create a contingency plan in case we are not done in time? Ms. Farrell Welch said school starts September 5th and we are moving forward with a September 5th opening. Member Fabian asked if the school is not ready, what would the plan be. Ms. Farrell Welch said she is not prepared to discuss that without the School Committee having a conversation. There have been preliminary conversations that would have been increased had the new schedule not been submitted last Tuesday. Chairman Day said we cannot control everything, but was there any thought given to what might happen. Ms. Farrell Welch said she is the wrong person to ask, but conversations have occurred with the project team, and there was no cause for concern about elevating a delayed start. Member Fabian said according to the Regional Agreement, we are responsible for the school, but we are not responsible for a contingency plan if it does not

open. Ms. Farrell Welch said this is a phased occupied construction project that went to Town Meeting in 2022 and is ahead of schedule. Member Fabian said she wouldn't want to be a parent who finds out next week that their child will not be going to school September 5th.

Richard LaCamera of Old Powderhouse Road said he is a bit confused. It sounds like only 60% of the windows would be installed before school starts. Chairman Day said we have been told that the priority areas will be done before school opening. We were informed that doors will be after the fact. The upper floor needs to be redone after school opening. This is the first time we have received a work schedule. The priority plan will be completed before September 5th. Mr. LaCamera said the superintendent has said many times to the parents that the windows will be complete prior to school opening. Now we are hearing that is not the case. If you are putting windows in the plywood, what is going in there. Chairman Day said we have been told plexiglass. Mr. LaCamera said the students and the teachers in those classrooms will have no ventilation. Mr. Spangenberger said the windows open. Chairman Day said the District has said in numerous newsletters that the project would be complete. Mr. LaCamera asked if screens are available for the ones already installed. Mr. Spangenberger said yes. The shades will be installed on the south facing windows prior to the students return. We will try to get them all done prior to the kids returning. Mr. LaCamera asked what is included in the contract regarding the cleaning of the building. Mr. Sky said the contract requires them to mediate the space and clean it to make it usable. Chairman Day said Mr. Goodwin feels confident that all the tasks will be completed.

Member Fabian asked about substantial completion in the contract; it was supposed to be substantial completion before the kids go back to school. She reads the contract as all the windows to be in. In speaking to Mr. Darling, he said the architect determines substantial completion. Mr. Darling said for the purposes of closing a permit for him, everything is done. When he is requested for a final inspection, he receives all the documentation on all components on the project. Mr. Sky said according to the contract, substantial completion is October 20th. Sherry Barron of 6 Sassamon Circle said as a former teacher, she is concerned about the timing for the teachers to get in the building. Mr. Spangenberger said you can occupy the building before that date, but some windows may not be in. The teachers will get the time they need, as Ms. Farrell Welch confirmed. Chairman Day asked Ms. Barron how long do teachers need. Ms. Barron said usually three (3) weeks. The Freetown Elementary teachers are already in there. Ms. Farrell Welch said she has held August 28, 29th and 30th for the teachers to set up their classrooms. Chairman Day said so best case they have a week. Ms. Farrell Welch said it is a bit compressed.

Discuss and possible vote to approve Town Administrator FY24 goals

Chairman Day said this is a summary of the last discussion. He reviewed the goals and looks like everything we discussed is there.

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

VOTED: To approve the Town Administrator FY24 Goals.
Unanimous in favor.

Discuss and possible vote to issue Commonwealth of Massachusetts Warrant to Animal Control Officers

Chairman Day said this is a standardized warrant from the Commonwealth which defines what the Animal Control Officers are supposed to do in the line of duty. Member Carboni asked about the Towns that are listed for the Animal Control Officers. Ms. Craig-McGee said the Towns are where they live. Chairman Day asked about an expiration date. Ms. Craig-McGee replied there is not a required expiration date; she has placed this on the calendar for May of next year.

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

VOTED: To issue the Commonwealth of Massachusetts Warrant to the Lakeville Animal Control Officers.
Unanimous in favor.

Discuss and possible vote to award SERSG bids for Department of Public Works Supplies; Paper and Office Supplies

Member Carboni said this is an annual award.

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

VOTED: To award the following Southeast Regional Services Group (SERSG) contracts for Department of Public Works Supplies, Paper and Office Supplies with pricing as noted on bid award sheets all commencing on July 1, 2023
Unanimous in favor.

Discuss and possible vote on time for Special Town Meeting on November 13, 2023

Chairman Day noted that the Board needed to vote on a time for the November 13, 2023 Special Town Meeting.

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

VOTED: To approve the time for the Special Town Meeting to start at 6:30 PM.
Unanimous in favor.

Discuss and possible vote on job description for Sealer of Weights and Measures

Nathan Darling, Building Commissioner, is present for the discussion. Mr. Darling said David Enos has been with us for 21 years and he is looking to move on. He will stay on until the position is filled. We were unable to find a job description for this position, so a description was drafted. It is required to have a Sealer and Measures by the State. We will pro-rate the current pay throughout the year. Mr. Enos has reached out to other sealers who are interested in applying. Member Carboni

said on the last page, the last line, she would like to keep the contact general, using Human Resources Department with the phone number.

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

VOTED: To approve the job description as presented for the Sealer of Weights and Measures.
Unanimous in favor.

Discuss and possible vote to appoint Open Space Committee representative to the Community Preservation Committee

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

VOTED: To appoint Amy Knox to the Community Preservation Committee for a term to expire July 31, 2026
Unanimous in favor.

Susan Spieler asked about the Housing seat for the Community Preservation Committee, that was approved by the Attorney General in February, but we have not heard anything yet. Chairman Day asked if the Board had received any letters of interest for this position. Ms. Craig-McGee noted that we can add it to the list of vacancies. Ms. Spieler asked if a letter of interest had been submitted last week. Ms. Craig-McGee said she had not received a letter.

Discuss and possible vote to designate a Select Board representative to the Library Director Search Committee

Chairman Day asked if a member was interested in being on the Committee. Member Fabian said she could step in if Chairman Day could not attend due to his schedule. Chairman Day said he would like to serve, but if he was unable to, he would bring it back to the Board.

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

VOTED: To appoint Brian Day as the Select Board's Representative to the Library Director Search Committee.
Unanimous in favor.

Discuss and possible vote on request from the Lakeville Arts Council 2023 Festival Committee to place a sign at the intersection of Rte 79 and Precinct Street and a banner at Dickran Diran Square

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

VOTED: To approve the request from the Lakeville Arts Council 2023 Festival Committee to place a sign at the intersection of Route 79 and Precinct Street and a banner at Dickran Diran Square.
Unanimous in favor.

Discuss recent meeting between Rhino Capital and Town of Lakeville regarding the former Lakeville Hospital site

Mr. Sky said there was a meeting on August 1st between himself, the Town Planner and a representative from Rhino Capital. It was mainly about the process going forward for a mixed-use development, 40B housing; age restricted living and assisted living development. They were advised to prepare a site plan to bring forward. A plan was not presented at the meeting. Chairman Days said we put this on here to let people know about any meetings taking place. Member Fabian said typically a 40B development goes to the Zoning Board of Appeals, but these others would go to Planning Board. Mr. Sky said if they want to subdivide, they would go to the Planning Board. These are all permitted uses under current zoning. John Gregory of Bartelli Road asked if Rhino presented any plans with warehouse use. Mr. Sky said they said they will probably build when they have a tenant. Noelle Rilleau asked how the status of remediation of the property. Are they beholden to the State Department of Environmental Protection (DEP) or the Town? Chairman Day said no plans have been presented to the Planning Board, so when plans are presented, then people would step in to say when that would have to happen. Ms. Rilleau asked if the State would have to sign off on any remediation. Member Fabian said the DEP has been involved with the process all along. Mr. Sky said the buildings are in the process of remediation and then there is a landfill. They may be able to get a cap and restricted use and that would be from the State. Susan Spieler of 10 Valley Road spoke about the building's broken windows. Emails were sent to Seth Picking and he said he would speak to the Building Commissioner. Mr. Sky said Mr. Darling has had some involvement with DEP. Ms. Spieler said there are open windows that means people are in the building. Rhino said they would maintain the property and they have not touched the lawn since they owned it.

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

Norman Orrall, House Representative and Michelle Randazzo from KP Law were present for the discussion. Representative Orrall said he has been in discussion with Senator Rodrigues to get the legislation passed. He wanted to be present to explain the process. The petition article was placed on Town Meeting. That article included language that if the article passed Town Meeting, it would go to the Legislature and if changes were necessary, they could be approved by the Select Board. Town Counsel had expressed some concerns at Town Meeting with some of the language, but Town Meeting wanted to move forward and send it to the Legislature. He submitted the language approved by Town Meeting to House Counsel. Both House and Senate Counsel review the language. The House Counsel sent in comments to the Select Board and then to Town Counsel and they came up with an additional change on the first paragraph on whether the District School Committee could be included in a recall. That is the only major change to the article. From the Legislature's standpoint, we want to file what the intent of the townspeople and officials are. We are not weighing in on whether they should be included. It is up the Select Board to discuss and vote on a version that you would like to file. Senator Rodrigues wanted to make the Board aware that Senate Counsel will review the language and it may have to come back for additional changes. This is a normal process, but requires a bit more effort because it wasn't drafted by Town Counsel. Chairman Day asked if we have to send it back to the House if the Senate Counsel has changes and we approve them. Representative Orrall said if the Senate adopts different language than the House adopts, it

will go back to the House Counsel for review. We would try to work it out. If you can give us an indication that you are okay with the language, we can run it by Senate Counsel. If the Senate came up with changes, it would go back to the Select Board for approval. The legislation needs to go through the three (3) branches.

Attorney Randazzo said she identified some issues at Town Meeting and the amendments addressed those. Regarding the School Committee, the Regional District is a separate entity. The School Committee Members are officials of the district, not of a single town. The intent is putting that in is to avoid confusion when someone wants to take out a recall petition for members of the Regional School Committee. There is no actual provision in State law for recall. To have a recall provision, there would need to be support from both Towns and the Regional School District Committee. Attorney Randazzo said we don't view this as a Town Official position; it is a position on the Regional School District. It would require changing your District Agreement, which needs to be approved by the State and possibly rescinding the 2012 Act regarding electing School Committee Members. It was a good idea to make it clear; when you say any Town Official, people will assume it includes the Lakeville Regional School Committee members, but we will say no, it doesn't include them. Member Carboni said outside of changing the Regional Agreement, what if the District puts forth a petition. Attorney Randazzo said under the Home Rule amendment, the ability to exercise Home Rule is for cities and towns. Representative Orrall asked could the Region submit an article to each Town asking each Town Meeting, perhaps even a joint Town Meeting. Member Fabian said this was from a petitioner. Representative Orrall said the language says any elected official in the Town. You are trying to clarify that the language does not include Regional School District Members. Attorney Randazzo said almost every recall bylaw states any elected official in Town. The Special Act in 2012 and the Regional School District Agreement were reviewed, which spells out how the members are elected.

Chairman Day asked about the path to make this possible. Attorney Randazzo said the most efficient way would be for legislators to request a bill. If you ask the legislature to pass something that involves another town., they don't want to adopt something with a significant pushback. Representative Orrall said we would all need to be on the same page to request our colleagues to vote for this and then the Governor. He would suggest a memorandum from Town Counsel back to himself and Senator Rodrigues and we can speak to House and Senate Counsel and kick this around and come up with the best version. The way the Regional Agreement sets up the voting including both towns is to give both towns the feeling that they were both electing School Committee Members. Chairman Days said if it has to have buy-in from the School Committee, we have no path. Member Fabian said that is why she is questioning as a Board whether we should adopt the changes. If we adopt the change, people will find out that we changed the language so that they cannot recall a School Committee Member. Representative Orrall said this has not been filed; it is an effort to get the language the best we can before filing. Member Fabian said the original petition states "qualified", but it most likely meant "registered". Representative Orrall said even with the language changes, which can be misleading, we can move forward with it or we can clarify it, as suggested by Town Counsel. We can make it known that it was not done to eliminate it, but to clarify that they are not considered to be an elected official of the Town. This legislation is not how you would get a recall. Member Fabian said Attorney Randazzo brought this up at Town Meeting and explained that it was a glitch and could be an issue. No one had a problem, so should we change it. Chairman Day said at the end of the day there is a legal entity of Lakeville and Freetown, and

then the Region. Member Fabian said maybe Town Meeting would want to clarify the language and accept that it does not apply to School Committee Members. We told the residents this would come up and they wanted to go with it. Member Carboni asked how can we adopt something that is misleading. Member Fabian said it happened. Member Carboni said yes, but not knowing there was an option to change it. Member Fabian said she has heard from people that it should go back to Town Meeting. Representative Orrall said he doesn't know that Town Meeting vote is necessary. If it is deemed that because the School Committee Members are Regional officials and this legislation does not cover that, there is something different to do that. It would be better to go to Town Meeting that deals with a Region recall. Attorney Randazzo said that could be as simple to see if the Town would authorize the Select Board to pursue this. Member Fabian asked why wouldn't House Counsel have suggested it. Representative Orrall said the language as originally written is okay because it is understood that the Region is not included. House Counsel said it is fine as it speaks to Lakeville officials. The change that Town Counsel proposed was to clarify this and spell it out that Regional School Committee members are not included. Attorney Randazzo said House Counsel does not go this far down looking at Regional Agreements.

Member Carboni asked what the process is that would need to take place to amend the Regional School Agreement. Attorney Randazzo said there is a Special Act that would need to be rescinded or amended. Then the District Agreement would need to be renegotiated by both Towns and then the State will have to approve the changes. Election Officials would have to look at this, and both Towns would have to be on board and the Regional School District has an attorney also. If we change the manner of voting and change the Act and the District Agreement and the voting was set up in a certain way, we could get the Legislature to agree that the School Committee Members could be a Town elected official for purposes of the recall act. You can then leave the language the way it is. Chairman Day asked if the request to file legislation can be withdrawn. Representative Orrall said the bulk of this recall is figured out. If you take the Regional School Committee Members out, the language has been figured out with the language for the rest of the Town officials being there. The Regional School Committee Members will require something else for recall as they are Regional officials, but we can move forward with the rest. Chairman Day said we need to figure out how to make this happen and have discussions with Freetown. Member Fabian said she would have liked Senate Counsel's opinion on how it was written. Representative Orrall said House Counsel looked at it and said it is okay to leave the language. Then they looked at Town Counsel's language and said its okay. You have legislation that does not include the Regional School District Committee Members. Do we want to take the language out or specify it? Attorney Randazzo said recall doesn't exist in State law. The ability to hold an election and hold a recall election is derived by what the Legislature allows. Chairman Day said he has a few minor comments on whether upper case or lower case for Select Board. Attorney Randazzo said the legislature likes the small case. Chairman Day asked what about gender pronouns. Attorney Randazzo said she is not sure. Representative Orrall said it looks like the Regional School Committee Members would have to be a separate legislation because it will not happen with this one.

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

VOTED: To accept the edits from both House Counsel and Town Counsel to then be sent back to House Counsel for further review and further discussions with the Senate.
Unanimous in favor.

Attorney Randazzo said you have to speak to Freetown. We represent both communities and we can work with both communities to research this. If Freetown is not on board, not sure how this can go. Mr. Sky will speak with the Freetown Town Administrator about a joint meeting. Representative Orrall said for everyone watching, the intent is to get to every Elected Official; it just may not be through this petition.

Building Committee Updates:

Senior Center Feasibility Study

Member Fabian said that the Council on Aging Director has put together a sub-committee for input on the future use of the building.

Fire Station Building Committee

Member Carboni said they are meeting on August 23rd with the Owner's Project Manager to discuss the request for a Geotech survey. Mr. Sky had reached out to the Park Commission Chair about meeting with them, but there was confusion as it got on their agenda to discuss the site location. There will be a future meeting with the Park Commission. Member Fabian said a few meetings ago, she has spoken about the septic system at the existing Town Hall Building. We have received an informational memo about it from the Health Agent and she spoke to two (2) of the three (3) Board of Health Members. She did not mean to imply that they were trying prevent from anything happening, she apologizes. She was trying to get across her concerns about the existing location.

Old Colony Feasibility Study

Chairman Day said there are no new updates.

Update and discussion on Classification & Compensation Study

Mr. Sky said the job questionnaires are underway and the compensation benchmark study is set to go out. Chairman Day said there were questions on positions being included or not included. Member Fabian said she was pretty sure the Human Resources Director had said all non-union positions would be studied and there were no exceptions. Now we are finding out that is not the case; there are some positions excluded. Mr. Sky said the Human Resources Director asked him that question. Mr. Sky told him if they are not included in the Wage & Personnel Policy then probably not. If the Board wants to have them in, there was a reason that he provided to the Board and cautioned about having those positions in the study. We can add them in if the Board would like. Chairman Day said he forgot that there are positions outside of the Wage & Personnel Policy. Member Carboni said she was under the impression that it was all non-union. She is not opposed to have from the top down. Member Fabian said she can envision most employees getting their interviews on the clock, but are there some that would have to do this outside of their regular hours. Mr. Sky said we have a very small number of non-union positions in Police and Fire. Member Fabian asked can we figure out the cost to have them fill it out. Mr. Sky said the limited number of non-union positions are mostly salaried employees. There are some lower level non-union employees that would have to do it.

New Business

There was no New Business discussed.

Old Business

There was no Old Business discussed.

Correspondence

There was no Correspondence.

Executive Session

At 8:42 PM, a motion was made by Member Carboni and seconded by Member Fabian it was:

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

Roll call vote: Member Carboni – aye; Member Fabian - aye and Chairman Day – aye.

List of documents provided at the Select Board Meeting of August 21, 2023

1. Agenda page
2. Agenda page
3. Agenda page; ABCC application for transfer of license and associated documents
4. Agenda page; Select Board Meeting Minutes of July 10, 2023 and July 31, 2023
5. Agenda page; proposed contract for Town Accountant and previous contract for Town Accountant
6. Agenda page
7. Agenda page; list of FY2024 Town Administrator Goals
8. Agenda page; warrant to Animal Control Officers
9. Agenda page; bid award pages from SERSG
10. Agenda page
11. Agenda page; memo from Building Commissioner; proposed job description
12. Agenda page; email from Amy Knox
13. Agenda page; letter from Library Board of Trustees
14. Agenda page; letter from Lakeville Arts Council
15. Agenda page
16. Agenda page; approved Article #14 from Town Meeting; redlined edited copy of Article #14; email chain regarding the revisions

17. Agenda page
18. Agenda page
19. Agenda page
20. Agenda page
21. Agenda page
22. Agenda page

**TOWN OF LAKEVILLE
Select Board Meeting Minutes
August 29, 2023 – 5:00 PM**

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

On August 29, 2023, the Select Board held a meeting at 5:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 5:00 PM by Chairman Day. Members present were Chairman Day, Member Fabian and Member Carboni. Also present were Ari Sky, Town Administrator, Tracie Craig-McGee, Executive Assistant to the Select Board and Town Administrator and Christina Cotsoridis, Assistant to the Town Administrator. LakeCAM was recording the meeting for broadcast.

At 5:00 PM, upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To enter into Executive Session pursuant to the provisions of M.G.L. c.30A, s.21(a)(6) to consider the purchase, exchange lease or value of real estate, if the Chairman declares that an open meeting may have a detrimental effect of the negotiating position of the public body; and pursuant to M.G.L. c.30A, s.21(a)(7) to comply with the Open Meeting Law, M.G.L. c.30A, s.22(f): approval of Executive Session Minutes for June 26, 2023 and for August 21, 2023. Roll call vote: Member Fabian – aye; Member Carboni – aye and Chairman Day – aye.

The Board returned to open session at 5:40 PM.

Discuss August 23, 2023, Open Meeting Law complaint (recording of public meetings)

Chairman Day noted that in Massachusetts General Law, it speaks to notifying the public that a meeting is being recorded. We will be more diligent about mentioning that at the beginning of the meeting. Member Carboni asked that the Town Clerk send out a notice to the Board/Committee/Commissions reminding them that they need to announce this at the meetings.

Discuss operational and resource considerations for transition to 5 member Select Board.

Lillian Drane, Town Clerk, was present for the discussion. Mr. Sky said he prepared a memo to address operating issues regarding expanding to a five-member Board. We need to formulate a process on how the Board members will address staff. We can have a policy that describes the governance role and clarifies protocol for guidance and direction.

Mr. Sky said the Board asked him to look at staffing issues for the Clerk's office for next year's budget. We have a physical limitation for space for which we have some proposals. With the Board increasing, it would be helpful to have resources available for backup. He spoke to Ms. Drane who thought it would be a good idea to have a shared position. We don't have any space left in the building, so the only possibility is to take the conference room behind the Select Board

Offices and use it for office space. We would have to take the upstairs space training room area and enclose it to be shared space. We do use that space for Department Head meetings.

Mr. Sky said he looked at agenda production and the way we handle them. It is a paper intensive process. Photocopying at Town Hall is about \$7,000 per year. He noted that is not all for Select Board items. There are hosting services that allow for production of agendas. We would make that a standard and save a lot of money on paper. Then there are stipend costs for an additional \$9,000 per year and insurance costs for the two (2) additional members. He reviewed the expense chart he prepared in his memo.

Ms. Drane said this position would only work for her if it is dedicated to her for election years. Mr. Sky said the hours would vary between the timing of the two (2) offices. Member Carboni asked how many times have we used a floater in the Select Board's office. Mr. Sky said we haven't used them much because the only floater we had was detailed to the Inspectional Services Office. We have hired another floater, but have not used her much. There have been issues with back-up staffing. Member Carboni asked Ms. Drane during the budget cycle if she was looking at a part time person. Ms. Drane replied yes. Member Carboni said if the position is not needed in the Select Board's Office, she doesn't want to budget a position that we don't need. Ms. Craig-McGee spoke of some of the clerical work that is needed. Member Carboni said we have used an outside agency to scan and organize files. Mr. Sky said there are times that there is only one (1) person in the office and that is not the ideal. It would be helpful to the organization to have someone start to learn what is going on in our office. There are times when he has had to manage the agenda himself and do the job of Town Administrator. Chairman Day said there is very little cross training and very little direct assistants to step in when someone leaves.

Ms. Drane said all the Clerks in the surrounding area are getting ready for 2024. Before she retires, she wants to make sure the office runs efficiently, especially for elections. She can't do it by herself anymore with early voting. Clerks in the area have a part time person just to help with elections. We need to figure this out. Chairman Day asked is there an opportunity to do this as a contract role. Ms. Drane said she wouldn't feel comfortable with that. Member Carboni said we left our budget cycle with a fully funded position not filled in the Building Department. There was a floating position available that we had said would be directed to the Town Clerk's Office. Mr. Sky said we feel it would be better to have a dedicated position. Member Carboni said a new floater was brought in. Member Fabian said it is for 20 hours per week. Chairman Day said there was a thought that the building position would be filled freeing up the floater position. Mr. Sky said that person applied and got the job so we have a new floater. Member Fabian asked where is this floater right now that was supposed to help the Clerk's Office. Ms. Drane said she is going between the Assessors Office, Treasurer's Office and Council on Aging. Member Carboni said the intent for the new floater was for the Town Clerk's Office. Member Fabian asked how long has she been working. Ms. Drane said about six (6) weeks. Member Fabian said she is nowhere near hiring a full time person until we figure out what the floater can do. Ms. Drane said she believes that the floater is only working 10 AM to 2 PM and has transportation issues. Until the issue is resolved, that doesn't help. Mr. Sky said we need someone that can get into the election piece. Chairman Day said if she is assigned to the Town Clerk's Office, then what are the other offices missing. Mr. Sky said we need coverage. Ms. Drane said we do have two (2) floaters.

Member Fabian said that Member Carboni had suggested during the budget season that there was a position funded that was not hired. New Select Board Members coming in will need more time to get up and running. She would like to work out the floater position before hiring someone else. She doesn't want to spend a lot of money to reconfigure offices when we spent \$50,000 between 2019 and 2020 to reconfigure everything. Could we move the Planning Office to the other building? Mr. Sky said there is no other space available there. Member Fabian said she doesn't know that we need a full-time person. We have hired multiple positions so she wants to put on the brakes now. We don't like where new growth is looking. She was not in favor of going from three (3) to five (5) Board Members because of these factors. The residents of Lakeville want more control over Town government, not less control. We should not discuss a policy of deciding the Select Board's governance role because these positions will be filled at the next election. Maybe we should give the new members the ability to create these policies. Mr. Sky said we can stick a pin in this and see how this goes. We do need to include the money for laptops and stipends. Chairman Day said the governance role has been defined in the Town Administrator Act. The question is how not to overrun the office, but we need to help the Town Clerk's Office. Mr. Sky said we can discuss this during the budget process. Member Fabian asked Ms. Drane if she needs a 20 hour a week employee every week. Ms. Drane said yes. Mr. Sky said we will look at this in the budget process. Chairman Day asked what is the reason the floaters are floating. Mr. Sky said we have offices staffed by one (1) or two (2) people. Chairman Day said if we are operating with a skeleton crew we can say no to positions, but we have to help the Town Clerk. Member Fabian asked can we evaluate the floating positions. Do we want staff that is staffed by part timers? Mr. Sky said floaters tend to be retired and part time employees are hard to attract with no benefits. Member Carboni said the part time person was going to be in the Clerk's Office. Ms. Drane said the floater is in there when someone is out, but she needs a part time worker in her office, but there is no space. Member Fabian asked are there no other unfilled approved positions. Mr. Sky said there are none. Member Carboni said if there is a need for a project in the Department, there is no reason why the Board's Office wouldn't engage the floater as you do now. We use the floater if we need to. Member Fabian said if we find this new position that we have filled and we are still struggling with the Clerk's Office, then we look at it in the budget process. Chairman Day said the Town Clerk needs someone now. Mr. Sky said we could do something in May 2024. Mr. Sky said so for Fall Town Meeting, he will put the funding on the warrant and the Board approved that. The opt out for insurance is \$5,000 and the expense is \$12-15,000 each for insurance.

Chairman Day asked if we should ask the platform that hosts our website about agenda production software. A system like this allows staff to build it so we can look at it as its being created. This would give us time to ask questions. Member Carboni said she is all for having the Town Administrator look at that and the cost associated with it. Member Fabian expressed her concerns about other Board, Committee and Commission members using agenda software as they didn't want to use Zoom for meetings. Mr. Sky said this would make it more accessible for the public. It would have to be required for all committees. Chairman Day said it is hard for the public to go look at votes without going to minutes. Discussion occurred on various platforms. Member Carboni said we should see about using a tablet versus a laptop. A tablet would be easier to use a stylus.

Chairman Day asked if Mr. Sky would be able to work something out. Mr. Sky said he will stick a pin in it and we can discuss it in the next budget cycle. Chairman Day said maybe we should have a meeting to discuss the utilization of existing floaters.

Discuss the HR Director transition plan

Member Carboni said when Mr. Viarella announced his resignation, having that office vulnerable, what are we doing for services during that time. Mr. Sky said he has spoken to Todd Hasset who will oversee payroll and day to day functions and Mr. Holt will keep on with his position. We have the classification and compensation study going on, which is going on by itself. If we don't have a Human Resources Director when we want to develop the policy, that could be an issue. We have 48 applications with six (6) that are worth interviewing. He is looking for someone that understands policy and keeps the office running day to day. He will pursue those candidates and have a panel of Department Heads interview them sometime in September. He would like the Police Chief; Fire Chief; Town Clerk; Town Accountant; himself and the DPW Director. Chairman Day asked if the former Human Resources Director would be on the panel. Mr. Sky will ask Ms. Dunphy. He hopes to have a recommendation to the Board by the end of September. Member Carboni asked is there an opportunity to take a step back and look at our infrastructure. The Human Resources Director is also an Assistant Town Administrator in other municipalities. We could consider that at some point if the Board is interested. Member Fabian said we recently reviewed the job description, so unless there is a major change, it doesn't need fine tuning. Member Carboni said we could realign resources and it would be an extra person in our office. Chairman Day asked Mr. Sky if he would be bringing one (1) person forward. Mr. Sky said we will see. If there is no one worth bringing, he will not advance it to the Board.

Adjournment

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

VOTED: To adjourn the Select Board Meeting at 6:23 PM.
Unanimous in favor.

List of documents provided at the Select Board Meeting of August 29, 2023

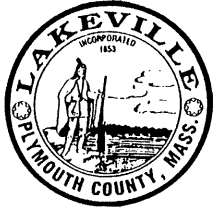
1. Executive Session material
2. Open Meeting Law Complaint
3. Memo from the Town Administrator

**AGENDA ITEM #4
SEPTEMBER 5, 2023**

**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**

Attached is a memo from the Town Administrator regarding the proposal from MG&E to install electric vehicle charging stations in Lakeville.


The proposed draft license agreements are attached for your review.



TOWN OF LAKEVILLE
Town Administrator's Office
346 Bedford Street
Lakeville, MA 02347
(508) 946-8803

August 31, 2023

TO: Select Board

FROM: Ari J. Sky, Town Administrator 

SUBJECT: Electric Vehicle Charging Stations Proposal

Over the past two years, the Town has been working with Middleborough Gas & Electric to identify candidate locations for the installation of electric vehicle charging stations. Staff from MG&E will attend the September 5th Select Board meeting to discuss their proposal to install stations in the Town Hall and Loon Pond Lodge parking lots.

Included with this item are draft license agreements, which were prepared by Town Counsel. The agreements would allow MG&E to install and maintain two chargers per site at no cost to the Town.

Thank you for your consideration.

ELECTRIC VEHICLE SUPPLY EQUIPMENT
LICENSE AGREEMENT

This License Agreement (the "Agreement") dated August 18, 2023 (the "Effective Date"), is by and between Middleborough Gas & Electric Department, municipal lighting plant having its principal place of business at 32 S. Main Street, Middleborough, Massachusetts 02346 ("MGED" or "Licensee") and The Town of Lakeville with offices at 346 Bedford St., Lakeville, Massachusetts 02347 ("Town" or "Licensor").

WHEREAS, Licensee intends to install, own, operate, and maintain electric vehicle supply equipment ("EVSE") located on certain property under the Licensor's ownership, custody, or control located at 26 Precinct St in the Town of Lakeville ("Premises");

WHEREAS, Licensee is the exclusive electric service provider to the Premises;

WHEREAS, Licensor is willing to permit, under certain conditions on a revocable basis, use by Licensee for the purposes set forth herein as shown on the plan entitled: "Precinct Street Location", dated March 23, 2023, a copy of which Plan is attached hereto as Exhibit A and incorporated herein; said land being hereinafter referred to as the "Licensed Area(s)."

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

ARTICLE 1 – GRANT OF LICENSE/ USE AND OCCUPANCY

(a) Subject to the provisions of this Agreement, Licensor hereby grants to Licensee a revocable, exclusive license authorizing use of the Licensed Area(s) shown on, and as more fully described in Exhibit A herein, for the exclusive purposes of developing, constructing, owning, operating, maintaining, repairing, replacing and/or removing EVSE, which may include excavation for electric lines and/or communication lines. For purposes of this Agreement, the term, EVSE, shall include all structures, electric lines, communication lines, conduit, poles, meters, charging equipment, and any other equipment, devices, or facilities required to develop, construct, own, operate, maintain, repair or replace electric vehicle charging stations.

(b) No use, however extended, of the Premises under Licensor's custody and control shall create or vest in Licensee any ownership rights in such Premises. Licensee's rights herein shall be and remain those of a licensee under this Agreement. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of the Premises or any Licensed Area under Licensor's custody and control or owned by the Town of Lakeville ("Town").

(c) Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition against Licensor with respect to any use by Licensor of the Premises or any agreement or arrangement, which Licensor has entered into regarding the Premises covered by this Agreement. The rights of the Licensee shall at all times be subject to the License.

(d) Licensee's use of the Licensed Area(s) shall be restricted exclusively to the development, construction, ownership, operation, maintenance, repair, replacement and/or removal of EVSE by Licensee and its authorized agents, employees, servants and contractors and the use of the Premises to access the Licensed Area(s) for such purposes. Prior to and during its utilization of the Licensed Area(s), Licensee shall hold and maintain current and effective all applicable permits, licenses or authorizations required by all applicable federal, state or municipal laws, regulations, codes and bylaws for the use of the Licensed Area(s) for the purposes of the installation and operation of EVSE and shall promptly provide Licensor with evidence thereof upon request.

(e) Licensee's agents, employees, servants, contractors and invitees shall take reasonable precautions to ensure the safety of Licensee's agents, employees, servants, contractors and invitees upon the Premises and shall comply with all applicable provisions of federal, state and municipal laws, codes, regulations and ordinances and any

successor laws, codes, regulations and ordinances thereto, in order to prevent accidents or injury to persons and property on the Premises.

(f) Prior to installing any EVSE in the Licensed Area(s), Licensee shall provide Licensor, upon Licensor's request, plans and specifications showing the EVSE to be constructed ("Plans and Specifications"). Such Plans and Specifications shall include copies of all reports or studies, if any, pertaining to construction of EVSE in the Licensed Area(s). The Licensor shall have the right to inspect the construction of EVSE at any time. Subsequent to the completion of the installation of EVSE, Licensee shall provide Licensor with "as-built" drawings setting forth the location of all components of the EVSE and related facilities.

(g) Licensee shall perform, or cause to be performed, the development, construction, ownership, operation, maintenance, repair and/or replacement of EVSE in accordance with the Plans and Specifications, in compliance with all applicable laws, by-laws, permits, codes and regulations, as the same may be administered by authorized governmental officials. Licensee will pay all costs and expenses incurred in connection with the development, construction, ownership, operation, maintenance, repair and/or replacement of EVSE or any portion thereof, and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities Licensee consumes in its development, construction, ownership, operation, maintenance, repair and/or replacement activities. If any portion of the Premises and/or the Licensed Areas are disturbed or damaged in the course of the Licensee's exercise of its rights under this Agreement, the Licensee shall restore such portion as nearly as reasonably practical to its original condition.

(h) Licensee will be responsible for obtaining and maintaining, at its sole cost and expense, all local approvals, and permits necessary for the construction of EVSE and any and all other related improvements on or at the Licensed Area(s), and shall furnish the Licensor with copies of such permits before commencing with construction or installation of the EVSE at the Licensed Area(s). Licensor, without obligating itself to incur any costs or expenses in connection therewith, shall cooperate with Licensee in obtaining all required local licenses, permits, and the like, and shall sign all papers and documents at any time needed in connection therewith, so far as reasonably necessary, and to the extent it has the authority to do so.

(i) The Licensee may make such additions, renewals or replacements to or alterations of EVSE or may construct or place on the Licensed Area(s) such additional or renewal or replacement facilities or equipment as Licensee may reasonably deem necessary or desirable to attain the purposes of the EVSE. Such additions, renewals, replacements or alternations shall be subject to the provisions of subsections (f), (g) and (h) of this Agreement.

(j) Except as provided in paragraph (l) below, Licensor acknowledges that Licensee shall have no obligation to maintain the Licensed Area(s) or any portion of the Premises. Licensor shall all at its sole cost and expense keep the Licensed Area(s) in good and safe order and condition, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit its agents, employees, representatives or invitees to commit waste to the Licensed Area(s). If Licensor or its agents, employees, representatives or invitees, by their act or omission damage the Licensed Area(s) or any portion of the Premises required to access the Licensed Area(s), Licensor shall, at its sole cost and expense, promptly repair and restore the Licensed Area(s) and/or any property of Licensor affecting Licensee's access and use of the Licensed Area(s). Licensor shall be responsible for the removal of all of its trash and waste and for removing snow and ice from the Premises as necessary for the use and operation of the EVSE and Licensee's access thereto.

(k) Licensee shall maintain and repair the EVSE in good order and condition, reasonable wear and tear and damage by casualty excepted, and shall maintain the EVSE and related equipment so as to keep it safe, and in good working order and condition, all at its sole cost and expense.

(l) Licensee shall have a right of access to the Premises and to perform the work in the Licensed Area(s) as necessary or expedient to construct, install, operate, maintain, repair, replace and/or remove the EVSE.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective on the Effective Date, and if not terminated in accordance with the provisions herein, shall continue for a period of Twenty (20) years from the date of operation of the EVSE, as notified in writing by Licensee to Licensor ("Initial Term"). Unless a party provides written notice to terminate the Agreement least 90 days prior to expiration of the Initial Term, this Agreement shall remain in effect for successive one-year terms ("Renewal Terms") until terminated by either party by providing written notice to the other at least 90 days prior the expiration of then such Renewal Term.

ARTICLE 3 – FEES AND CHARGES

(a) The fee to be paid by the Licensee to Licensor for the Term of this Agreement shall be one dollar (\$1.00) ("Licensee Fee").

(b) Except as provided otherwise, all costs, expenses and obligations of any kind relating to the Licensee's use of the Licensed Area(s) related in any way to development, construction, ownership, operation, maintenance, repair and/or replacement of the EVSE which may arise or become due during the Term shall be paid by Licensee at its expense.

ARTICLE 4 – RELEASE

(a) To the maximum extent permissible by law, Licensee agrees to use and occupy the Premises at Licensee's own risk, and Licensor shall have no responsibility or liability for any loss or damage to the EVSE or other personal property of Licensee unless caused by the negligence or willful misconduct of Licensor or for any person or entity for which Licensor is responsible.

(b) The provisions of this Article 4 shall survive the termination or expiration of this License.

ARTICLE 5 - INSURANCE

Licensee shall maintain insurance types and amounts in accordance with its then-current commercial practices.

ARTICLE 6 – TERMINATION

(a) Either party may terminate this Agreement at any time for any reason or no reason at all.

(b) In the event that Licensor terminates this Agreement prior to the expiration of Twenty (20) years from the Effective Date for any reason other than an Event of Default of the Licensee ("Early Termination"), then subject to appropriation, Licensor shall pay to MGED, upon demand, an amount equal to the then depreciated value of the EVSE.

(c) In the event this Agreement is terminated for any reason, Licensee shall remove all EVSE from the Licensed Area(s) and shall restore the areas where the EVSE was located to their original condition as nearly as reasonably possible, reasonable wear and tear excepted, within one hundred eighty (180) days after termination of this Agreement at Licensee's sole cost, and if Licensee fails to remove its equipment and/or restore such areas within such one hundred eighty (180) day period, Licensor shall have the right to remove such equipment and/or restore such areas at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's equipment. Notwithstanding the foregoing, the parties may waive or limit the restoration requirements of this section by mutual agreement.

ARTICLE 7 - ASSIGNMENT OF RIGHTS

Neither party shall assign its interest or delegate its duties under this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, Licensee shall have the express right, without the prior written consent of Licensor, to sell, transfer or

reorganize and to assign its rights under this Agreement. No consent by either party to any assignment or delegation by the other party shall be deemed to be a novation or otherwise to relieve the assigning party of its obligations hereunder unless otherwise expressly so stated in such consent.

ARTICLE 8 – FIRE AND CASUALTY; CONDEMNATION

In the event the EVSE or any portion thereof shall be destroyed or substantially damaged as a result of fire or other casualty, then this Agreement or the license to use such affected Licensed Area, as applicable, may be terminated at the election of Licensee, in its sole discretion. Such election shall be made by giving of notice by Licensee to Licensor within ninety (90) days after the date of the casualty. Licensee’s election to terminate shall be conditioned upon Licensee’s safeguarding the portion of the EVSE not damaged from further damage, or, at Licensor’s election, removing the EVSE. The Agreement shall terminate upon the latest of (i) receipt by Licensor of Licensee’s notice of termination, (ii) the safeguarding or removal of the EVSE as aforesaid, as the case may be, and (iii) payment by Licensee to Licensor of all fees and other payments owing to Licensor under the Agreement up to the date of termination. If Licensee does not elect to so terminate, this Agreement shall continue in full force and effect, and Licensee shall restore the EVSE or parts thereof so damaged or destroyed to the condition thereof immediately prior to such casualty.

ARTICLE 9 - DEFAULT; TERMINATION

(a) It shall be an event of default (an “Event of Default”) by Licensee if:

(i) Licensee fails to pay any fees and charges payable under this Agreement within sixty (60) days of notice that such amounts were not paid when due; or

(ii) Licensee fails to observe and perform any covenant, condition or agreement hereunder on its part to be observed or performed for a period of sixty (60) days after notice, specifying such failure and requesting that it be remedied, given to the Licensee by the Licensor; provided, however, if the default is of such nature that Licensee cannot remedy the default within such 60-day period, Licensee shall have such additional time as may reasonably be required to remedy such default so long as Licensee commences to cure the default within such sixty (60) days and thereafter prosecutes the same to completion in good faith and with due diligence, but in no event later than one hundred eighty (180) days from the date of the notice from the Licensor.

If an Event of Default occurs, the Licensor shall have the right, while such Event of Default continues, to re-enter and take complete possession of the Licensed Area(s), to declare the Term of this Agreement ended, and remove the EVSE and Licensee’s other effects on the Premises if Licensee fails to remove the same in accordance with the terms herein, without prejudice to any remedies which might be otherwise be available to the Licensor.

ARTICLE 10 - FORCE MAJEURE

Neither the Licensor nor Licensee shall be liable for any costs, losses or damages incurred by the other or any party claiming through the other for any failure to perform their obligations hereunder where such failures arise from or are in consequence of any event of force majeure, including but not limited to an act of God, natural disaster, war, civil disturbance, fire, explosion, failure of electrical distribution equipment, pandemic, any federal, state or local law or any rule, regulation or order of a court or other governmental agency, labor disputes, inability to secure materials, or any other cause or causes, whether similar or dissimilar to the causes enumerated above, beyond the reasonable control and without the fault or negligence of the party asserting force majeure. The party asserting force majeure must give notice in writing to the other party as soon as practicable after the occurrence of the cause relied on, and such cause shall be remedied with all reasonable dispatch. If any force majeure event makes this Agreement materially impossible to perform, then once Licensee has paid all outstanding fees through the day on which notice of the materially impairing force majeure event was served, both parties shall be relieved of their responsibilities and obligations hereunder as if this Agreement were terminated pursuant to Article 7 hereof.

ARTICLE 11 - NOTICES

Notices under this Agreement shall be sent by registered or certified mail, postage prepaid, to the addresses set forth below or to such other address or addresses as may from time to time be designated by such party by like notice.

If intended for Licensor as follows:

Town of Lakeville
346 Bedford St.
Lakeville, MA 02346
Attn: Town Administrator

If intended for Licensee as follows:

Middleborough Gas & Electric Department
32 S. Main Street
Middleborough, MA 02346
Attn: General Manager

ARTICLE 12 - MISCELLANEOUS

(a) Successors and Assigns. This Agreement is personal to the parties and shall bind and inure to the benefit of Licensee and Licensor only.

(b) Entire Agreement; Governing Law; Waiver of Jury Trial. This Agreement supersedes all previous agreements, whether written or oral, between Licensee and Licensor regarding use of the Premises, and there are no other provisions, terms or conditions to this Agreement except as expressed herein. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. **THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY CLAIM OR COUNTERCLAIM ARISING UNDER THIS AGREEMENT.**

(c) No Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of any such terms, conditions or acts but the same shall be and remain at all times in full force and effect.

(d) No Personal Liability. No officer or employee of the parties to this Agreement shall be charged personally or held contractually liable under any term or provision of this Agreement or because of any breach thereof or because of the execution or attempted execution of this Agreement.

(e) Amendment. All modifications to this Agreement shall be by mutual agreement of the parties as evidenced by a written amendment signed by both parties.

(f) Limitation of Liability. For breach of any provision of this Agreement for which an express remedy or measure of damages is provided in this Agreement, the rights of the non-defaulting party and the liability of the defaulting party shall be limited as set forth in this Agreement, as the sole and exclusive full, agreed-upon payment, and not as a penalty, and all other damages or remedies are waived. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either party be liable for special, indirect, incidental or consequential damages, under any theory of recovery, whether based in contract, warranty, tort, negligence, strict liability, indemnity or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the goods or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, and delays.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

LICENSOR:

LICENSEE:

TOWN OF LAKEVILLE

MIDDLEBOROUGH GAS & ELECTRIC DEPARTMENT

BY: _____

BY:  _____

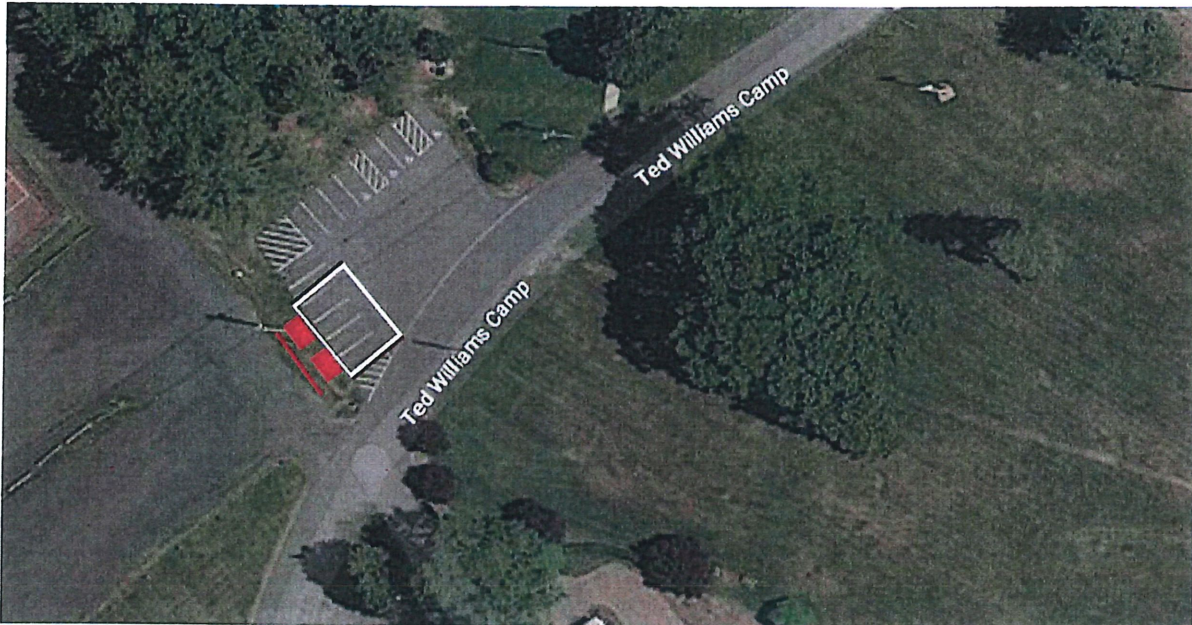
Its: Town Administrator

Its: General Manager

EXHIBIT A

Precinct Street Location

To install two (2) Voltrek Dual Port Chargepoint CT4021 Level 2 Electric Vehicle Charging Stations- Model # CT4021-GW1* Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management at location shown below.



Approximate location of charging station installations including parking spots

03/23/2023

ELECTRIC VEHICLE SUPPLY EQUIPMENT
LICENSE AGREEMENT

This License Agreement (the "Agreement") dated August 18, 2023 (the "Effective Date"), is by and between Middleborough Gas & Electric Department, municipal lighting plant having its principal place of business at 32 S. Main Street, Middleborough, Massachusetts 02346 ("MGED" or "Licensee") and The Town of Lakeville with offices at 346 Bedford St., Lakeville, Massachusetts 02347 ("Town" or "Licensor").

WHEREAS, Licensee intends to install, own, operate, and maintain electric vehicle supply equipment ("EVSE") located on certain property under the Licensor's ownership, custody, or control located at 346 Bedford St in the Town of Lakeville ("Premises");

WHEREAS, Licensee is the exclusive electric service provider to the Premises;

WHEREAS, Licensor is willing to permit, under certain conditions on a revocable basis, use by Licensee for the purposes set forth herein as shown on the plan entitled: "Bedford Street Location", dated March 23, 2023, a copy of which Plan is attached hereto as Exhibit A and incorporated herein; said land being hereinafter referred to as the "Licensed Area(s)."

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

ARTICLE 1 – GRANT OF LICENSE/ USE AND OCCUPANCY

(a) Subject to the provisions of this Agreement, Licensor hereby grants to Licensee a revocable, exclusive license authorizing use of the Licensed Area(s) shown on, and as more fully described in Exhibit A herein, for the exclusive purposes of developing, constructing, owning, operating, maintaining, repairing, replacing and/or removing EVSE, which may include excavation for electric lines and/or communication lines. For purposes of this Agreement, the term, EVSE, shall include all structures, electric lines, communication lines, conduit, poles, meters, charging equipment, and any other equipment, devices, or facilities required to develop, construct, own, operate, maintain, repair or replace electric vehicle charging stations.

(b) No use, however extended, of the Premises under Licensor's custody and control shall create or vest in Licensee any ownership rights in such Premises. Licensee's rights herein shall be and remain those of a licensee under this Agreement. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of the Premises or any Licensed Area under Licensor's custody and control or owned by the Town of Lakeville ("Town").

(c) Nothing contained in this Agreement shall be construed as a limitation, restriction or prohibition against Licensor with respect to any use by Licensor of the Premises or any agreement or arrangement, which Licensor has entered into regarding the Premises covered by this Agreement. The rights of the Licensee shall at all times be subject to the License.

(d) Licensee's use of the Licensed Area(s) shall be restricted exclusively to the development, construction, ownership, operation, maintenance, repair, replacement and/or removal of EVSE by Licensee and its authorized agents, employees, servants and contractors and the use of the Premises to access the Licensed Area(s) for such purposes. Prior to and during its utilization of the Licensed Area(s), Licensee shall hold and maintain current and effective all applicable permits, licenses or authorizations required by all applicable federal, state or municipal laws, regulations, codes and bylaws for the use of the Licensed Area(s) for the purposes of the installation and operation of EVSE and shall promptly provide Licensor with evidence thereof upon request.

(e) Licensee's agents, employees, servants, contractors and invitees shall take reasonable precautions to ensure the safety of Licensee's agents, employees, servants, contractors and invitees upon the Premises and shall comply with all applicable provisions of federal, state and municipal laws, codes, regulations and ordinances and any

successor laws, codes, regulations and ordinances thereto, in order to prevent accidents or injury to persons and property on the Premises.

(f) Prior to installing any EVSE in the Licensed Area(s), Licensee shall provide Licensor, upon Licensor's request, plans and specifications showing the EVSE to be constructed ("Plans and Specifications"). Such Plans and Specifications shall include copies of all reports or studies, if any, pertaining to construction of EVSE in the Licensed Area(s). The Licensor shall have the right to inspect the construction of EVSE at any time. Subsequent to the completion of the installation of EVSE, Licensee shall provide Licensor with "as-built" drawings setting forth the location of all components of the EVSE and related facilities.

(g) Licensee shall perform, or cause to be performed, the development, construction, ownership, operation, maintenance, repair and/or replacement of EVSE in accordance with the Plans and Specifications, in compliance with all applicable laws, by-laws, permits, codes and regulations, as the same may be administered by authorized governmental officials. Licensee will pay all costs and expenses incurred in connection with the development, construction, ownership, operation, maintenance, repair and/or replacement of EVSE or any portion thereof, and any and all related improvements on or at the Premises, including utility connections and the cost of electricity and other utilities Licensee consumes in its development, construction, ownership, operation, maintenance, repair and/or replacement activities. If any portion of the Premises and/or the Licensed Areas are disturbed or damaged in the course of the Licensee's exercise of its rights under this Agreement, the Licensee shall restore such portion as nearly as reasonably practical to its original condition.

(h) Licensee will be responsible for obtaining and maintaining, at its sole cost and expense, all local approvals, and permits necessary for the construction of EVSE and any and all other related improvements on or at the Licensed Area(s), and shall furnish the Licensor with copies of such permits before commencing with construction or installation of the EVSE at the Licensed Area(s). Licensor, without obligating itself to incur any costs or expenses in connection therewith, shall cooperate with Licensee in obtaining all required local licenses, permits, and the like, and shall sign all papers and documents at any time needed in connection therewith, so far as reasonably necessary, and to the extent it has the authority to do so.

(i) The Licensee may make such additions, renewals or replacements to or alterations of EVSE or may construct or place on the Licensed Area(s) such additional or renewal or replacement facilities or equipment as Licensee may reasonably deem necessary or desirable to attain the purposes of the EVSE. Such additions, renewals, replacements or alternations shall be subject to the provisions of subsections (f), (g) and (h) of this Agreement.

(j) Except as provided in paragraph (l) below, Licensor acknowledges that Licensee shall have no obligation to maintain the Licensed Area(s) or any portion of the Premises. Licensor shall all at its sole cost and expense keep the Licensed Area(s) in good and safe order and condition, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit its agents, employees, representatives or invitees to commit waste to the Licensed Area(s). If Licensor or its agents, employees, representatives or invitees, by their act or omission damage the Licensed Area(s) or any portion of the Premises required to access the Licensed Area(s), Licensor shall, at its sole cost and expense, promptly repair and restore the Licensed Area(s) and/or any property of Licensor affecting Licensee's access and use of the Licensed Area(s). Licensor shall be responsible for the removal of all of its trash and waste and for removing snow and ice from the Premises as necessary for the use and operation of the EVSE and Licensee's access thereto.

(k) Licensee shall maintain and repair the EVSE in good order and condition, reasonable wear and tear and damage by casualty excepted, and shall maintain the EVSE and related equipment so as to keep it safe, and in good working order and condition, all at its sole cost and expense.

(l) Licensee shall have a right of access to the Premises and to perform the work in the Licensed Area(s) as necessary or expedient to construct, install, operate, maintain, repair, replace and/or remove the EVSE.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective on the Effective Date, and if not terminated in accordance with the provisions herein, shall continue for a period of Twenty (20) years from the date of operation of the EVSE, as notified in writing by Licensee to Licensor (“Initial Term”). Unless a party provides written notice to terminate the Agreement least 90 days prior to expiration of the Initial Term, this Agreement shall remain in effect for successive one-year terms (“Renewal Terms”) until terminated by either party by providing written notice to the other at least 90 days prior the expiration of then such Renewal Term.

ARTICLE 3 – FEES AND CHARGES

(a) The fee to be paid by the Licensee to Licensor for the Term of this Agreement shall be one dollar (\$1.00) (“Licensee Fee”).

(b) Except as provided otherwise, all costs, expenses and obligations of any kind relating to the Licensee’s use of the Licensed Area(s) related in any way to development, construction, ownership, operation, maintenance, repair and/or replacement of the EVSE which may arise or become due during the Term shall be paid by Licensee at its expense.

ARTICLE 4 – RELEASE

(a) To the maximum extent permissible by law, Licensee agrees to use and occupy the Premises at Licensee’s own risk, and Licensor shall have no responsibility or liability for any loss or damage to the EVSE or other personal property of Licensee unless caused by the negligence or willful misconduct of Licensor or for any person or entity for which Licensor is responsible.

(b) The provisions of this Article 4 shall survive the termination or expiration of this License.

ARTICLE 5 - INSURANCE

Licensee shall maintain insurance types and amounts in accordance with its then-current commercial practices.

ARTICLE 6 – TERMINATION

(a) Either party may terminate this Agreement at any time for any reason or no reason at all.

(b) In the event that Licensor terminates this Agreement prior to the expiration of Twenty (20) years from the Effective Date for any reason other than an Event of Default of the Licensee (“Early Termination”), then subject to appropriation, Licensor shall pay to MGED, upon demand, an amount equal to the then depreciated value of the EVSE.

(c) In the event this Agreement is terminated for any reason, Licensee shall remove all EVSE from the Licensed Area(s) and shall restore the areas where the EVSE was located to their original condition as nearly as reasonably possible, reasonable wear and tear excepted, within one hundred eighty (180) days after termination of this Agreement at Licensee’s sole cost, and if Licensee fails to remove its equipment and/or restore such areas within such one hundred eighty (180) day period, Licensor shall have the right to remove such equipment and/or restore such areas at Licensee’s expense and without any liability on the part of Licensor for damage or injury to Licensee’s equipment. Notwithstanding the foregoing, the parties may waive or limit the restoration requirements of this section by mutual agreement.

ARTICLE 7 - ASSIGNMENT OF RIGHTS

Neither party shall assign its interest or delegate its duties under this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, Licensee shall have the express right, without the prior written consent of Licensor, to sell, transfer or

reorganize and to assign its rights under this Agreement. No consent by either party to any assignment or delegation by the other party shall be deemed to be a novation or otherwise to relieve the assigning party of its obligations hereunder unless otherwise expressly so stated in such consent.

ARTICLE 8 – FIRE AND CASUALTY; CONDEMNATION

In the event the EVSE or any portion thereof shall be destroyed or substantially damaged as a result of fire or other casualty, then this Agreement or the license to use such affected Licensed Area, as applicable, may be terminated at the election of Licensee, in its sole discretion. Such election shall be made by giving of notice by Licensee to Licensor within ninety (90) days after the date of the casualty. Licensee's election to terminate shall be conditioned upon Licensee's safeguarding the portion of the EVSE not damaged from further damage, or, at Licensor's election, removing the EVSE. The Agreement shall terminate upon the latest of (i) receipt by Licensor of Licensee's notice of termination, (ii) the safeguarding or removal of the EVSE as aforesaid, as the case may be, and (iii) payment by Licensee to Licensor of all fees and other payments owing to Licensor under the Agreement up to the date of termination. If Licensee does not elect to so terminate, this Agreement shall continue in full force and effect, and Licensee shall restore the EVSE or parts thereof so damaged or destroyed to the condition thereof immediately prior to such casualty.

ARTICLE 9 - DEFAULT; TERMINATION

(a) It shall be an event of default (an "Event of Default") by Licensee if:

(i) Licensee fails to pay any fees and charges payable under this Agreement within sixty (60) days of notice that such amounts were not paid when due; or

(ii) Licensee fails to observe and perform any covenant, condition or agreement hereunder on its part to be observed or performed for a period of sixty (60) days after notice, specifying such failure and requesting that it be remedied, given to the Licensee by the Licensor; provided, however, if the default is of such nature that Licensee cannot remedy the default within such 60-day period, Licensee shall have such additional time as may reasonably be required to remedy such default so long as Licensee commences to cure the default within such sixty (60) days and thereafter prosecutes the same to completion in good faith and with due diligence, but in no event later than one hundred eighty (180) days from the date of the notice from the Licensor.

If an Event of Default occurs, the Licensor shall have the right, while such Event of Default continues, to re-enter and take complete possession of the Licensed Area(s), to declare the Term of this Agreement ended, and remove the EVSE and Licensee's other effects on the Premises if Licensee fails to remove the same in accordance with the terms herein, without prejudice to any remedies which might be otherwise be available to the Licensor.

ARTICLE 10 - FORCE MAJEURE

Neither the Licensor nor Licensee shall be liable for any costs, losses or damages incurred by the other or any party claiming through the other for any failure to perform their obligations hereunder where such failures arise from or are in consequence of any event of force majeure, including but not limited to an act of God, natural disaster, war, civil disturbance, fire, explosion, failure of electrical distribution equipment, pandemic, any federal, state or local law or any rule, regulation or order of a court or other governmental agency, labor disputes, inability to secure materials, or any other cause or causes, whether similar or dissimilar to the causes enumerated above, beyond the reasonable control and without the fault or negligence of the party asserting force majeure. The party asserting force majeure must give notice in writing to the other party as soon as practicable after the occurrence of the cause relied on, and such cause shall be remedied with all reasonable dispatch. If any force majeure event makes this Agreement materially impossible to perform, then once Licensee has paid all outstanding fees through the day on which notice of the materially impairing force majeure event was served, both parties shall be relieved of their responsibilities and obligations hereunder as if this Agreement were terminated pursuant to Article 7 hereof.

ARTICLE 11 - NOTICES

Notices under this Agreement shall be sent by registered or certified mail, postage prepaid, to the addresses set forth below or to such other address or addresses as may from time to time be designated by such party by like notice.

If intended for Licensor as follows:

Town of Lakeville
346 Bedford St.
Lakeville, MA 02346
Attn: Town Administrator

If intended for Licensee as follows:

Middleborough Gas & Electric Department
32 S. Main Street
Middleborough, MA 02346
Attn: General Manager

ARTICLE 12 - MISCELLANEOUS

(a) Successors and Assigns. This Agreement is personal to the parties and shall bind and inure to the benefit of Licensee and Licensor only.

(b) Entire Agreement; Governing Law; Waiver of Jury Trial. This Agreement supersedes all previous agreements, whether written or oral, between Licensee and Licensor regarding use of the Premises, and there are no other provisions, terms or conditions to this Agreement except as expressed herein. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. **THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY CLAIM OR COUNTERCLAIM ARISING UNDER THIS AGREEMENT.**

(c) No Waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of any such terms, conditions or acts but the same shall be and remain at all times in full force and effect.

(d) No Personal Liability. No officer or employee of the parties to this Agreement shall be charged personally or held contractually liable under any term or provision of this Agreement or because of any breach thereof or because of the execution or attempted execution of this Agreement.

(e) Amendment. All modifications to this Agreement shall be by mutual agreement of the parties as evidenced by a written amendment signed by both parties.

(f) Limitation of Liability. For breach of any provision of this Agreement for which an express remedy or measure of damages is provided in this Agreement, the rights of the non-defaulting party and the liability of the defaulting party shall be limited as set forth in this Agreement, as the sole and exclusive full, agreed-upon payment, and not as a penalty, and all other damages or remedies are waived. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either party be liable for special, indirect, incidental or consequential damages, under any theory of recovery, whether based in contract, warranty, tort, negligence, strict liability, indemnity or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the goods or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, and delays.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

LICENSOR:

LICENSEE:

TOWN OF LAKEVILLE

MIDDLEBOROUGH GAS & ELECTRIC DEPARTMENT

BY: _____

BY:  _____

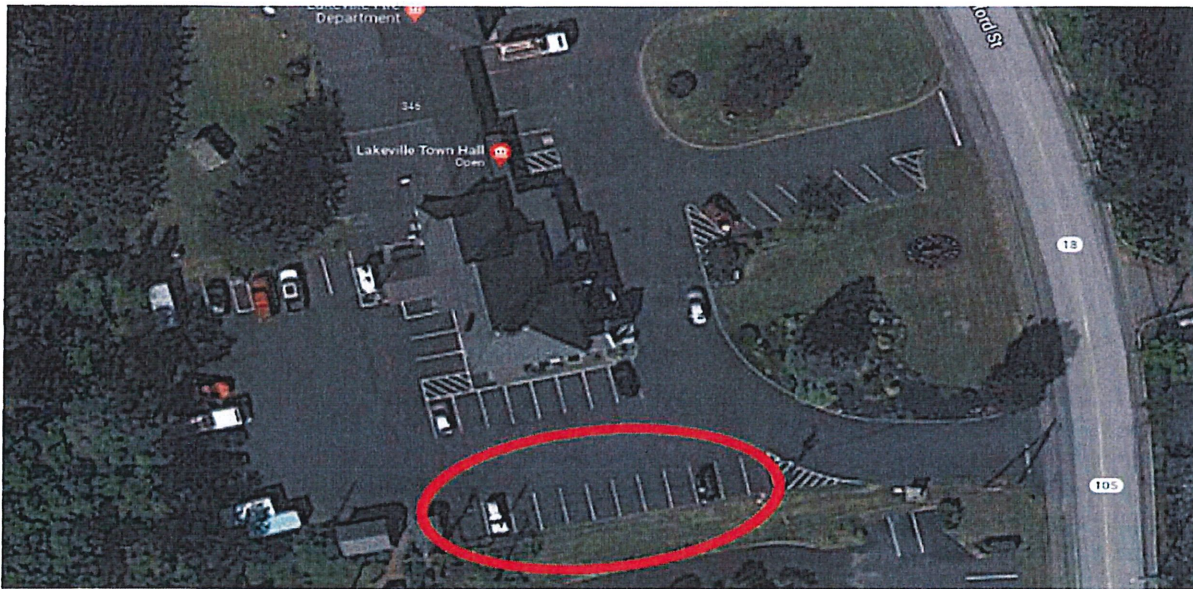
Its: Town Administrator

Its: General Manager

EXHIBIT A

Bedford Street Location

To install two (2) Voltrek Dual Port Chargepoint CT4021 Level 2 Electric Vehicle Charging Stations- Model # CT4021-GW1* Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management at location shown below.



Approximate location of charging station installations including parking spots

03/23/2023

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

**DISCUSS AND VOTE TO SIGN SERSG CONTRACTS FOR PAPER
AND OFFICE SUPPLIES AND DEPARTMENT OF PUBLIC WORKS
SUPPLIES**

The Board voted previously at the last meeting to award the bids to through SERSG for paper, office supplies and Department of Public Works Supplies.

The next step is to vote to award the contracts.

MOTION: To award the following SERSG contracts:

Paper – W.B. Mason – expires June 30, 2024

Office Supplies – W.B. Mason - expires June 30, 2025

DPW Supplies – all expire June 30, 2024:

T.L. Edwards – Hot Mix (FOB)

Lorusso Corp. – Dense Grades Crushed Stone & ¾” stone

Dennis K. Burke – Mid-Grade Unleaded Gasoline and Ultra Low Sulfur Diesel

Ferguson Waterworks – Catch Basin Extension Rings

John Hoadley and Sons, Inc – Catch Basin frames including grates and Catch Basin Square Grates

**AGENDA ITEM #6
SEPTEMBER 5, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE ONE-DAY BEER
AND MALT LICENSE FOR DECANTED, INC. ON SEPTEMBER 23,
2023 FOR ANGERS CONWAY FARM FESTIVAL**

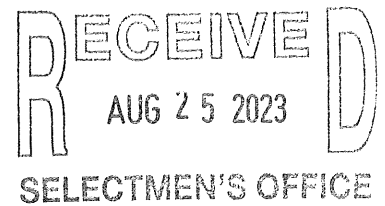
Attached is an application for a 1-day beer and malt license for Decanted, Inc. for the Angers Conway Farm Festival taking place on September 23, 2023.

Decanted Inc. is a mobile alcohol caterer. They have provided their State Caterer's License and Transportation & Delivery Permit from the ABCC ; ServSafe Alcohol Certificate and Certificate of Insurance.

If approved, the hours on the license will be from 11:00 AM to 4:00 PM.



THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF LAKEVILLE



APPLICATION FOR ONE DAY LIQUOR LICENSE

Date: August 22, 2023

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto

M.G.L. Chapter 138, Section 14

Decanted Inc
10 Technology Drive
Unit 218
Hudson, MA 01749

(Full name of person, firm or corporation making application)

STATE CLEARLY WHICH LICENSE
IS REQUESTED

One day beer & wine license

TO: To serve Beer & Wine at the Angers Conway Farm Festival

At: 33 Southworth Street on September 23, 2023 from Festival Hours

in said Town of Lakeville, MA 02347

in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

SIGNATURE OF APPLICANT

Julia Walderzak, Owner

(PLEASE TYPE NAME AND TITLE)

978-310-1868

TELEPHONE NUMBER

info@decantedwinetruck.com

EMAIL ADDRESS

85-1559350

FEIN OR SOCIAL SECURITY NUMBER

Your social security number or FEIN will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass.



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

0000000000

Related License:
DECANTED INC.

ABCC License Number: CR-LIC-000167
License Type: Caterer

Approved by the Alcoholic Beverages Control Commission on December 20, 2022

Jean M. Lorzio
Jean Lorzio, Chairman

Crystal Matthews
Crystal Matthews, Commissioner

Deborah A. Baglio
Deborah Baglio, Commissioner

License Number: TR-LIC-010299

Record Number: 2022-000106-CR-REN

THIS PERMIT WILL EXPIRE DECEMBER 31, 2023 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

CATERER'S LICENSE

M.G.L. c. 138, § 12C

This License permits the following licensee to: (a) to sell and serve alcoholic beverages to be served and drunk on the premises where the licensee caters a private event that is not open to the public; and (b) to store, transport, sell and deliver alcoholic beverages in the ordinary course of the licensee's business:

Decanted Inc.

25 Francis
Worcester, MA 01606

Approved by the Alcoholic Beverages Control Commission on December 20, 2022.

Jean M. Lorigio

Jean Lorigio, Chairman

Crystal Matthews

Crystal Matthews, Commissioner

Deborah A. Baglio

Deborah Baglio, Commissioner

License Number: CR-LIC-000167

Record Number: 2022-000106-CR-REN

THIS LICENSE WILL EXPIRE DECEMBER 31, 2023 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

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

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

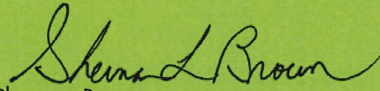
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 1966595
CARD # 20253288

ServSafe Alcohol® CERTIFICATE

JULIA WALDERZAK



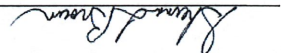
NAME
2/19/2021

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions



This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Recycled Paper

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER T. Edmund Garrity & Co., Inc. 545 Concord Avenue, Suite 16 Cambridge MA 02138		CONTACT NAME: Lady Awuku PHONE (A/C, No, Ext): (617) 354-4640 E-MAIL ADDRESS: lady@garrity-insurance.com FAX (A/C, No): (617) 354-5828	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : ACE Fire Underwriters Ins Co	NAIC # 20702C
		INSURER B : Chubb	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master COI 2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		D95894215	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input checked="" type="checkbox"/> LIQUOR LIABILITY						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						Liquor Liability \$ 2,000,000	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> UMBRELLA LIAB						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	71807098	03/02/2023	03/02/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/> N	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 500,000
								E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Lakeville is listed as additional insured for general liability if so required by written contract as it relates to named insured's operations.

CERTIFICATE HOLDER		CANCELLATION	
Town of Lakeville 346 Bedford Street Lakeville MA 02347		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

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**AGENDA ITEM #7
SEPTEMBER 5, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPOINT JOHN LUCEY TO
THE COMMUNITY PRESERVATION COMMITTEE**

Attached is a letter of interest from John Lucey regarding the vacant position on the Community Preservation Committee. Mr. Lucey will be present.

This position is one of the residents-at-large members and is appointed by the Select Board.

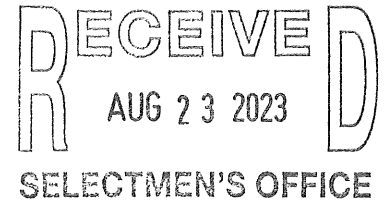
The resident-at-large members are initially appointed to a two-year term and then a three-year term after that.

If appointed, Mr. Lucey's term would expire July 31, 2025.

ATTORNEY JOHN F LUCEY

43 Stetson Street

Lakeville, MA 02347



Tel: (508) 789-6588

E-Mail: jlucey@meganet.net

Lakeville Board of Selectmen

Attn: Tracie Craig-McGee

Executive Assistant

346 Bedford Street

Lakeville, MA 02347

Dear Ms. Craig-McGee,

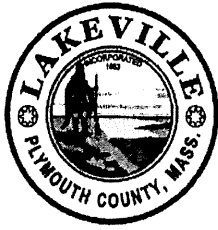
Please find enclosed my application for appointment to the Lakeville Community Preservation Committee as a member at large. I am a twenty year plus resident of the Town and have not previously served in any Town municipal position. As you can see from my attached resume, I am a "semi-retired" Attorney with an extensive background in municipal law, real estate, residential and commercial financing, construction and development.

It is clear, as time goes forward, that the Town will face an ever-increasing number of issues relating to housing and development. I feel that given my background and experience, I can make a valuable contribution to the Town by serving on the Community Preservation Committee as the Committee becomes involved with these issues. I hope that the Board will favorably consider my application for this position. I would be happy to meet with the appropriate Town representatives regarding this application at any mutually convenient time. If you need additional information, please let me know. Thank You.

Very truly yours

A handwritten signature in cursive script that reads "John F Lucey".

John F Lucey



Town of Lakeville

Town Office Building

346 Bedford Street

Lakeville, Massachusetts 02347

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

Board/Commission/Committee (B/C/C) Application

Full Name: John F LUCEY Date: 8/14/2023

Home Address: 43 STETSON ST., LAKEVILLE, MA 02347

Mailing Address (if different from above): _____

Email Address: jlucey@meganeT.net

Home Phone: ~~508~~ 774-213-5508 Cell Phone: 508 789 6588

Please indicate how you would prefer to be reached by circling Email² Phone(h) Phone(c)¹

B/C/C Applying To:

- Agricultural Commission
- Zoning Board of Appeals
- Cable TV Advisory
- Conservation
- Energy Advisory
- Historical Commission
- Lakeville Arts Council
- Open Space Committee
- Master Plan Implementation
- Rent Control Board
- Zoning By-law Review Advisory
- Project Review for 43D COMMUNITY PRESERVATION COMMITTEE

In addition to this application, please provide a detailed cover letter discussing your experience and skills relevant to the B/C/C to which you are applying and a resume with your current and prior work/volunteer experience. Please make sure to include any other special abilities or attributes that may benefit the town.

Please be advised that applicants being considered for appointment to a B/C/C in the Town of Lakeville, MA may be subject to background investigation and financial disclosure.

I understand that participation in a board or committee is strictly voluntary and is not subject to compensation. I further understand that the Town of Lakeville does not discriminate its selection process for committee members based on race, color, religion, national origin, disability, gender, age, military status, sexual orientation, or genetic history.

Signing below indicates my understanding of the above disclosures and certifies that the information provided above by me is true and accurate to the best of my ability.

John F Lucey
Signature of Applicant

8/14/2023
Date

Please return the completed application to Tracie Craig-McGee, Executive Assistant to the Board of Selectmen at 346 Bedford Street, Lakeville, MA 02347 or email: tcraig-mcgee@lakevillema.org

ATTORNEY JOHN F. LUCEY

43 Stetson Street, Lakeville, MA 02347
(508) 789-6588 (Business)
jlucey@meganet.net
Board Of Bar Overseers # 306880

EMPLOYMENT

Assistant Corporation Counsel YEARS EMPLOYED (1974-1975)
City of Fall River, MA Fall River, MA
Staff Attorney representing City of Fall River in various
Municipal matters..

Associate Attorney YEARS EMPLOYED (1975-1979)
Horzitz and Horvitz Fall River, MA
Associate Attorney with responsibility for varying matters
in a general practice law firm, primarily Real Estate and Corporate matters.

Associate Attorney YEARS EMPLOYED (1979-1986)
Clarkin, Waldron & Tucker Fall River, MA
Associate Attorney with responsibility for varying matters
in a general practice law firm, including residential and commercial closings
and other real estate matters, municipal law, business law and labor law.

Adjunct Facility Instructor YEARS EMPLOYED (1982-1983)
Fisher Junior College Fall River, MA
Part time instructor teaching sections of Business Law
and Real Estate Law

Town Counsel Years Employed (1985-1987)
Town of Berkley, Massachusetts Berkley, MA
Attorney representing Town of Berkley, Massachusetts in all municipal matters.

Associate Attorney YEARS EMPLOYED (1986-1989)
Wynn & Wynn P.C. Raynham, MA
Associate Attorney concentrating on Municipal Law,
Construction Law and Commercial and Residential Real Estate.

Self Employed Attorney at Law YEARS EMPLOYED
(Fall River, Ma)
Clarkin & Lucey, P.A. (1989-1996)
Law office of John F. Lucey (1996-1999)
O'Neil, Lucey & O'Neil, P.A. (1999-2009)

Loan Servicing Consultant 2023 to present
SCU Credit Union.
Providing Loan documentation review and Quality Control

Law Office of John F. Lucey

(2009-present)

Engaged in general practice of Law concentrating in all aspects of Real Estate, Landlord/Tenant, Business, Municipal and Construction. Law including Court Appearances, Trials and Regulatory Hearings. . Conducted hundreds of Commercial and Residential Real Estate closings (Sales and refinances) for various Lenders e.g., Fall River Five Cents/BankFive, Citizens-Union Savings Bank, BayCoast Bank, Bank of America, First Federal Savings Bank, Webster Bank, BCPbank, Bristol County Savings Bank, Rockland Trust Company, Mechanics Cooperative Bank, Fall River Municipal Credit Union and various Mortgage Companies and Credit Unions.

In addition to providing services to the Credit Union, recent practice has included performing Real Estate signing services for closings of conventional, VA, and HELOC mortgage loans and refinances and residential purchases and sales for PCN Closings, New England Title and Escrow and others in Bristol, Plymouth and parts of Norfolk and Barnstable Counties, Massachusetts.

I have also been involved as a principal in the development of residential subdivisions and construction of residential dwellings in Somerset, Berkley, and Dartmouth, Massachusetts and Tiverton, Rhode Island.

EDUCATION

B.A. IN HISTORY

Brown University

Deans List, Varsity Crew, Sigma Chi Fraternity.

YEARS ATTENDED (1965-1969)

Providence, RI

JURIS DOCTOR

Boston University Law School

YEARS ATTENDED (1970-1973)

Boston, MA.

Admitted to Massachusetts Bar in 1974

Massachusetts Notary Public since 1975

Current Annual Real Estate Background Certificate (10/22)

Current Errors & Omissions Policy for Notarial Acts

**AGENDA ITEM #8
SEPTEMBER 5, 2023**

**DISCUSS AND POSSIBLE VOTE TO ACCEPT THE RESIGNATION
LETTER OF DAVID KRAEMER FROM THE LAKEVILLE ARTS
COUNCIL**

David Kraemer, a 20-year member of the Lakeville Arts Council, has sent in an email resigning from the Arts Council, which is attached.

Tracie Craig-McGee

From: JL Corrieri-Upham <jlcu08@hotmail.com>
Sent: Tuesday, August 22, 2023 7:51 PM
To: Tracie Craig-McGee
Subject: Fw: Resignation

Tracie,

Dave Kraemer has sent the attached.

20 years is it for him.

Joanne

From: Dave <kraemerdavid@comcast.net>
Sent: Tuesday, August 8, 2023 10:55 AM
To: JL Corrieri-Upham <jlcu08@hotmail.com>
Subject: Resignation

Good morning.

After careful consideration I've decided to resign from the Art Council.

It was a pleasure working with all of you and I wish you all the best and continued success.

DAVE

**AGENDA ITEM #9
SEPTEMBER 5, 2023**

**DISCUSS AND POSSIBLE VOTE ON THE REQUEST FROM
DAUGHTERS OF THE AMERICAN REVOLUTION TO ISSUE
CONSTITUTION WEEK PROCLAMATION**

Attached is the letter from the Daughters of the American Revolution asking that the Board declare the week of September 17-September 23rd as Constitution Week.

I have attached the proclamation also.

RECEIVED
AUG 28 2023
SELECTMEN'S OFFICE

DAR

Daughters of the American Revolution

Dear *Board of select men*

Once again the Lydia Cobb Quequechan Chapter of the Daughters of the American Revolution is working to promote patriotism in our community. The Week of September 17-23 is designated as Constitution Week by Public Law 915 which was signed by President Dwight D. Eisenhower on August 2, 1956. Therefore every year we want to bring attention of our citizens this anniversary of the signing of the Constitution of the United States of America. I have included a sample proclamation with this letter that I hope you will complete, sign and impress with your town seal.

Sincerley,



Kristen Jackson

Chairwoman

Kristen Jackson
41 Arlington St
Taunton, Ma
02780
(617) 823-2747
80kristenjackson@gmail.com



TOWN OF LAKEVILLE
SELECT BOARD OFFICE
346 Bedford Street
Lakeville, Massachusetts 02347
Telephone 508-946-8803

COMMONWEALTH OF MASSACHUSETTS

TOWN OF LAKEVILLE

CONSTITUTION WEEK PROCLAMATION 2023

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2023 marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, the Select Board of the Town of Lakeville, by virtue of the authority vested in us, do hereby proclaim the week of September 17 through September 23, 2023 as:

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through the guardian of our liberties.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the Town of Lakeville to be affixed this 5th day of September, 2023.

Brian Day, Chairman

Evagelia Fabian

Lorraine Carboni

**AGENDA ITEM #10
SEPTEMBER 5, 2023**

DISCUSS OPERATING HOURS FOR TOWN HALL

Member Carboni had requested this item for the agenda.

**AGENDA ITEM #11
SEPTEMBER 5, 2023**

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

Attached is the revised copy of Town Meeting Article #14 with the Senate Counsel's revision in yellow and corresponding emails.

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

A. RECALL DESCRIPTION

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

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

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

Commented [AC2]: Struck this because it is not necessary

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

B. INITIATION OF THE RECALL AFFIDAVIT – (Step one) The Affidavit

(b) 1. An initial recall affidavit signed by at least any 5% per cent of the registered voters of the Town of Lakeville containing their names and addresses may be filed with the Town Clerk. That initial recall affidavit shall contain may initiate a recall petition by filing an affidavit containing the name of the official sought to be recalled and a statement of the grounds for recall. The town clerk shall immediately forward the recall affidavit to the board of registrars for verification certification of signatures; with the Town Clerk; provided, however, that if a recall affidavit is filed to recall the town clerk, the select board may appoint a temporary or interim town clerk to carry out the recall process. 2. The Select Board may appoint a Temporary/ Interim Town Clerk to handle the recall process and Election should the Town Clerk be the Elected official subjected to the recall.

Commented [MB3]: This wording is confusing. It is not clear here what the 5% of registered voters need to do to initiate a recall petition. Most similar bills require a certain amount of signatures on an affidavit of this type to initiate a recall. If the intent here is to have the 5% of registered voters sign the affidavit we should explicitly say that.

C. THE PETITION – (Step two) The Petition

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

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

Commented [MB4]: Correct? We refer to the recall petition in the next paragraph, so we should establish that the blanks provided to voters are the same thing.

2. Such The blanks must shall be provided within five 5 Town hall business days during regular business hours.

Commented [MB5]: It's not clear who this is referring to. Do registered voters need to sign the affidavit? Or do the blanks just need to be sent to the voter who files the affidavit?

The Town's Within 28 days of the date of delivery of the blank recall petition sheets, the registered voters making the initial recall affidavit shall then have twenty-eight days from the date of delivery of the blank recall petition sheets in which to file their signed recall petition sheets signed by not less than 1,000 registered voters of the town with the town clerk, which shall include the signer's place of residence, including the street and number; provided, however, that if the town clerk's office is not open on the twenty-eighth day, the signed recall petition sheets may be filed during normal business hours on the next town clerk business day.

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Commented [MB6]: We've changed this to "registered voters" since that is the term used above. If "qualified voters" means something different than "registered voters" we may want to define "qualified voters".

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

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

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

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

Commented [MB(7)]: We've changed this to "registered voters" since that is the term used above. If "qualified voters" means something different than "registered voters" we may want to define "qualified voters".

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

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

Commented [GJC8]: Please note that 64 days' notice is the minimum amount of time needed under the General laws for the Town Clerk to prepare for an election.

Commented [MB(9)]: Is this correct based on the intent here? The earlier language in this paragraph says that the registrars of voters certify the petition, not the town clerk. Does the town clerk have to issue some kind of certificate to the select board? If that is the case, we should mention that before this.

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

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

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

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

Commented [AC(10)]: In the past, the Elections Division has raised concerns with the recall elections being scheduled based on the date of certification because the timeline can be somewhat unpredictable from that point. They have instead preferred us to use the date on which the select board meets to schedule the election. See e.g. <https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter338>; <https://malegislature.gov/Laws/SessionLaws/Acts/2021/Chapter103>

If this is not an acceptable change, let me know.

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E. DUTIES OF THE INCUMBENT

1-(e) The incumbent shall continue to perform the duties of his/her/their office until the recall election.

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

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F. VOTING RESULTS

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

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2. ~~In the at instance event that a majority of the votes cast are in favor of recall,~~ the candidate receiving the highest number of votes shall be declared elected for the open office.

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

4.

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

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

G. CANDIDATES TO SUCCEED THE ELECTED OFFICIAL

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

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

H. APPOINTMENT OF RECALLED OR RESIGNED OFFICIAL

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

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

I. EFFECTIVE DATE

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

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Ari Sky

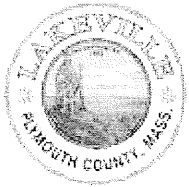
From: Ari Sky
Sent: Thursday, August 24, 2023 10:14 AM
To: Brian Day; Lorraine Carboni; Lia Fabian
Subject: FW: Certified Vote - Article 14 (Recall of Elected Officials)
Attachments: KP-#872297-v1-
An_Act_to_establish_recall_methods_for_elected_officials_in_the_town_of_Lakeville-_Counsel_Redraft.DOCX

All –

We received comments on the recall article from Senate Counsel yesterday afternoon. There appears to be one comment only, which would base the deadline for scheduling the recall election to the date when the Select Board meets to schedule the special election. Town counsel (see below) has indicated that she is comfortable with the comment. Thanks.

Ari J. Sky, ICMA-CM

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



From: Michele Randazzo <MRandazzo@k-plaw.com>
Sent: Wednesday, August 23, 2023 6:46 PM
To: Ari Sky <asky@lakevillema.org>; Gregg J. Corbo <GCorbo@k-plaw.com>
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)

Hi Ari, the edits made by Senate Counsel are ok with us.

Thanks. Michele

Michele E. Randazzo, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
F: (617) 654 1735
mrando@k-plaw.com
www.k-plaw.com

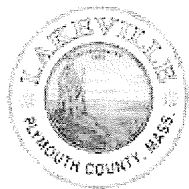
This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

From: Ari Sky <asky@lakevillema.org>
Sent: Wednesday, August 23, 2023 3:38 PM
To: Gregg J. Corbo <GCorbo@k-plaw.com>; Michele Randazzo <MRandazzo@k-plaw.com>
Subject: FW: Certified Vote - Article 14 (Recall of Elected Officials)

Gregg/Michele –

I received the attached today from Senate Counsel via Sen. Rodrigues' staff. The comment appears pretty basic to me, but I'd like your opinion(s). Also, I'll send an email presently to Rep. Orrall's office covering the Select Board's action on Monday. Thanks.

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



From: Spittle, Jeremy (SEN) <Jeremy.Spittle@masenate.gov>
Sent: Wednesday, August 23, 2023 3:28 PM
To: Ari Sky <asky@lakevillema.org>
Cc: michael.rodrigues@masenate.gov
Subject: FW: Certified Vote - Article 14 (Recall of Elected Officials)

FYI, Ari – See attached edits from Senate Counsel.

From: Ahern, Charles (SEN) <Charles.Ahern@masenate.gov>
Sent: Wednesday, August 23, 2023 1:39 PM
To: Spittle, Jeremy (SEN) <Jeremy.Spittle@masenate.gov>; DiTullio, James (SEN) <James.DiTullio@masenate.gov>
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)

Hi Jeremy,

Attached with our edits.

Let me know if you need anything else from us on this.

Charlie Ahern
Deputy Senate Counsel

Office of Senate Counsel
State House, Room 200
Boston, MA 02133
617-722-1470 x1476
Charles.Ahern@masenate.gov

From: Spittle, Jeremy (SEN) <Jeremy.Spittle@masenate.gov>
Sent: Tuesday, August 22, 2023 11:58 AM
To: Ahern, Charles (SEN) <Charles.Ahern@masenate.gov>; DiTullio, James (SEN) <James.DiTullio@masenate.gov>
Subject: Re: Certified Vote - Article 14 (Recall of Elected Officials)

You're the best - thank you!

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From: Ahern, Charles (SEN) <Charles.Ahern@masenate.gov>
Sent: Tuesday, August 22, 2023 11:43:19 AM
To: Spittle, Jeremy (SEN) <Jeremy.Spittle@masenate.gov>; DiTullio, James (SEN) <James.DiTullio@masenate.gov>
Subject: Re: Certified Vote - Article 14 (Recall of Elected Officials)

Hi Jeremy,

We are on it.

Charlie

From: Spittle, Jeremy (SEN) <Jeremy.Spittle@masenate.gov>
Sent: Tuesday, August 22, 2023 10:24:21 AM
To: Ahern, Charles (SEN) <Charles.Ahern@masenate.gov>; DiTullio, James (SEN) <James.DiTullio@masenate.gov>
Subject: Fwd: Certified Vote - Article 14 (Recall of Elected Officials)

Good Morning!

Attached is draft language of a home rule petition that the town of Lakeville intends to consider at a town meeting soon. House Counsel made some edits apparently to the initial draft, see above.

The Chair and I were hoping you guys could review the draft and let us know if it's good to go or if there are concerns? Hoping to have an answer by end of this week/early next week if possible.

Let me know.

Thanks and Happy August!
Jeremy

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From: Rodrigues, Michael (SEN) <Michael.Rodrigues@masenate.gov>
Sent: Monday, August 21, 2023 4:17:29 PM
To: Spittle, Jeremy (SEN) <Jeremy.Spittle@masenate.gov>
Subject: Fwd: Certified Vote - Article 14 (Recall of Elected Officials)

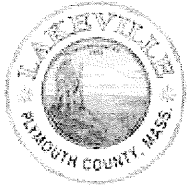
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From: Ari Sky <asky@lakevillema.org>
Sent: Monday, August 21, 2023 3:46:55 PM
To: Rodrigues, Michael (SEN) <Michael.Rodrigues@masenate.gov>
Subject: FW: Certified Vote - Article 14 (Recall of Elected Officials)

Counsel's edits along with email from Josh Newhall indicating House Counsel's signoff.

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, July 13, 2023 2:27 PM
To: Newhall, Joshua (HOU) <Joshua.Newhall@mahouse.gov>
Cc: Ari Sky <asky@lakevillema.org>
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)

Dear Josh:

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

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

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

Thank you for your attention to this matter.

Very truly yours,

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

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

Hey Ari,

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

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

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

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

Regards,
-Josh

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

All –

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

Ari J. Sky, ICMA-CM
Town Administrator
Town of Lakeville
346 Bedford Street

Ari Sky

From: Ari Sky
Sent: Thursday, August 24, 2023 10:14 AM
To: Brian Day; Lorraine Carboni; Lia Fabian
Subject: FW: Certified Vote - Article 14 (Recall of Elected Officials)
Attachments: KP-#872297-v1-
An_Act_to_establish_recall_methods_for_elected_officials_in_the_town_of_Lakeville-_Counsel_Redraft.DOCX

All –

We received comments on the recall article from Senate Counsel yesterday afternoon. There appears to be one comment only, which would base the deadline for scheduling the recall election to the date when the Select Board meets to schedule the special election. Town counsel (see below) has indicated that she is comfortable with the comment. Thanks.

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



From: Michele Randazzo <MRandazzo@k-plaw.com>
Sent: Wednesday, August 23, 2023 6:46 PM
To: Ari Sky <asky@lakevillema.org>; Gregg J. Corbo <GCorbo@k-plaw.com>
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)

Hi Ari, the edits made by Senate Counsel are ok with us.

Thanks. Michele

Michele E. Randazzo, Esq.
KP | LAW
101 Arch Street, 12th Floor
Boston, MA 02110
O: (617) 556 0007
F: (617) 654 1735
mrandazzo@k-plaw.com
www.k-plaw.com

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From: Ari Sky <asky@lakevillema.org>
Sent: Wednesday, August 23, 2023 3:38 PM
To: Gregg J. Corbo <GCorbo@k-plaw.com>; Michele Randazzo <MRandazzo@k-plaw.com>
Subject: FW: Certified Vote - Article 14 (Recall of Elected Officials)

Gregg/Michele –

I received the attached today from Senate Counsel via Sen. Rodrigues' staff. The comment appears pretty basic to me, but I'd like your opinion(s). Also, I'll send an email presently to Rep. Orrall's office covering the Select Board's action on Monday. Thanks.

Ari J. Sky, ICMA-CM

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



From: Spittle, Jeremy (SEN) <Jeremy.Spittle@masenate.gov>
Sent: Wednesday, August 23, 2023 3:28 PM
To: Ari Sky <asky@lakevillema.org>
Cc: michael.rodrigues@masenate.gov
Subject: FW: Certified Vote - Article 14 (Recall of Elected Officials)

FYI, Ari – See attached edits from Senate Counsel.

From: Ahern, Charles (SEN) <Charles.Ahern@masenate.gov>
Sent: Wednesday, August 23, 2023 1:39 PM
To: Spittle, Jeremy (SEN) <Jeremy.Spittle@masenate.gov>; DiTullio, James (SEN) <James.DiTullio@masenate.gov>
Subject: RE: Certified Vote - Article 14 (Recall of Elected Officials)

Hi Jeremy,

Attached with our edits.

Let me know if you need anything else from us on this.

Charlie Ahern
Deputy Senate Counsel

**AGENDA ITEM #12
SEPTEMBER 5, 2023**

BUILDING COMMITTEE UPDATES:

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

**AGENDA ITEM #13
SEPTEMBER 5, 2023**

NEW BUSINESS

**AGENDA ITEM #14
SEPTEMBER 5, 2023**

OLD BUSINESS

**AGENDA ITEM #15
SEPTEMBER 5, 2023**

CORRESPONDENCE

There is no correspondence.