

AGENDA
Rehoboth Board of Selectmen
Monday, August 9, 2021
6:30 PM Executive Session
7:30 PM Regular Session
Town Hall-Board of Selectmen's Meeting Room
148 Peck Street

6:30 PM	<p style="text-align: center;"><i>MGL CHAPTER 30A, §21 (3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares.</i></p> <p style="text-align: center;"><i>Topics: Highway Department Grievances Preparation for Contract Negotiations Opioid Continued Litigations</i></p>
CONSENT AGENDA	
Approval of Warrants & Minutes:	Warrants: Minutes: Executive Session: N/A Minutes: Regular Session: N/A
OPEN PUBLIC FORUM	
NEW BUSINESS	
Action 1:	<i>Presentation by Bristol County Savings Bank-Contribution of \$25,000 for the Fire Department, with possible action taken</i>
Action 2:	<i>Discussion with Town Moderator and Town Clerk Regarding Special Town Meeting, with possible action taken</i>
Action 3:	<i>Discussion Re: Relocation of Town Nurse to Francis Farm</i>
Action 4:	<i>Vote to Accept Comcast PEG -Franchise Fees for 2nd Quarter-\$52,180.03-See attached for details</i>
Action 5:	<i>Vote to Acknowledge Receipt of Form M from the Planning Board for 155 Perryville Road "The Fairways"-See attached for details</i>
Action 6:	<i>Vote to Approve One-Day Liquor Licenses for Terrydiddle Farm Club, LLC and Rehoboth Lions Club, See attached for details</i>
Action 7:	<i>Vote to Approve Home Commercial and Security contract for Lease of Motion Units-See attached for details</i>
Action 8:	<i>Vote to Approve Request for Amendment to a Portion of the Rehoboth Zoning Map Located at Article 3.2 of the Rehoboth Zoning By-Laws Pursuant to M.G.L. Ch 40A Section 5; Tricorp, LLC A.P. 46, Lots 96A (Rear) and 97 (Rear)-See attached for details</i>
Action 9:	<i>Vote to Approve Reappointments for Individual Positions in Town-See attached for details</i>
OLD BUSINESS	
ANNOUNCEMENTS	
OTHER BUSINESS	<i>Any other business which may come before the Board</i>
BOS REPORTS	
EXECUTIVE SESSION-	MGL CHAPTER 30A, §21.
ADJOURNMENT	

8/9/21

7:30 PM Call to Order – Open with Pledge of Allegiance to the Flag

WARRANTS:

Warrant approval:

MINUTES: Regular Minutes: N/A
Executive Minutes: N/A

Announcements:

The Next Selectmen's Meeting will be held on Monday, August 16 at 7 PM at Town Hall.

TOWN ADMINISTRATOR'S REPORT

We have scheduled Pole Hearings for the next 2 weeks:

**August 16th at 7:30 PM for Pleasant St/Davis Street
7:45 PM for 158 Anawan Street**

**August 23rd at 7:30 PM for Pond Street
7:45 PM for Summer Street**

Reminders: The Treasurer's office is looking for a Temporary-Part-time Payroll/Office Clerk. Job Description and application are available on the Town Website or by request in the Board of Selectmen's office.

Transfer Station is still looking for two Monitors. Interested applicants, please send in your application to the Board of Selectmen's office.

OPEN PUBLIC FORUM:

8/9/21

NEW BUSINESS:

Action Item (1): Presentation by Bristol County Savings Bank-Contribution of \$25,000 for the Fire Department, with possible action taken

Background: Representatives from Bristol County Savings bank will be present along with Chief Barresi and other officials from the Fire Dept to accept the contribution of \$25,000. The Bank is celebrating their 175th anniversary as a bank and the 25th anniversary of the Bristol County Savings Charitable Foundation, to commemorate the 25th anniversary they are providing a grant to the Rehoboth Fire Dept.

Motion: (I believe we will have to motion to accept the grant/contribution)
To Accept the \$25,000 grant/contribution on behave of the Rehoboth Fire Department from Bristol County Savings Bank

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:

8/9/21

NEW BUSINESS:

Action Item (2): Discussion with Town Moderator and Town Clerk Regarding Special Town Meeting, with possible action taken

Background: Town Moderator, Bill Cute and will be present to speak to the Board members about the upcoming Special Town Meeting.

Motion:

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:

8/9/21

NEW BUSINESS:

Action Item (3): Discussion Re: Relocation of Town Nurse to Francis Farm

Background: To discuss the relocation of the Town Nurse to Francis Farm. Derek spoke to George previously requesting that we hold off on moving further employees to that location until we have the proper equipment set up (WiFi).

Motion:

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:

NEW BUSINESS:

Action Item (4): Vote to Accept Comcast PEG -Franchise Fees for 2nd Quarter-\$52,180.03-See attached for details

Background: This is a quarterly reimbursement from Comcast for Franchise Fees of \$52,180.03 for April -June 2021.

Motion: To accept the Comcast PEG quarterly franchise fee of \$52,180.03 and to allow the Treasurer's office to process the transaction.

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:

NEW BUSINESS:

Action Item (5): Vote to Acknowledge Receipt of Form M from the Planning Board for 155 Perryville Road “The Fairways”-See attached for details

Background: The Planning Board is asking the Board of Selectmen to acknowledge receipt of the Form M for 155 Perryville Road “The Fairways” (formerly Rehoboth Country Club) and to review the plans and determine if a Gravel Meeting is necessary.

Motion: To acknowledge receipt of the Form M from Planning Board and to allow the Chairman to sign the receipt form.

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:



**TOWN OF REHOBOTH
PLANNING BOARD
FORM M**

File No. 21-01 C
Owner: Barney Ave.
Development
Street: South of 155
Perryville Road

For Planning Board Use

PLAN DISTRIBUTION RECEIPT

Date: July 28, 2021

Title of Plan: "Rehoboth Country Club – The Fairways"

Plan Dated: July 12, 2021

Location of Project: South of 155 Perryville Road

Rehoboth Assessor's Map 51, Lot 33 (ANR Lot 7)

Board of Health
 Inspector of Buildings
 Conservation Commission
 Board of Selectmen
 Zoning Board of Appeals
 Water Commission
 Agricultural Commission

Fire Chief
 Police Chief
 Highway Superintendent
 Gravel Committee

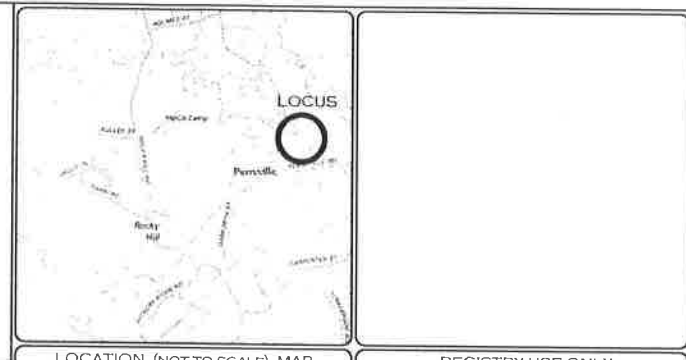
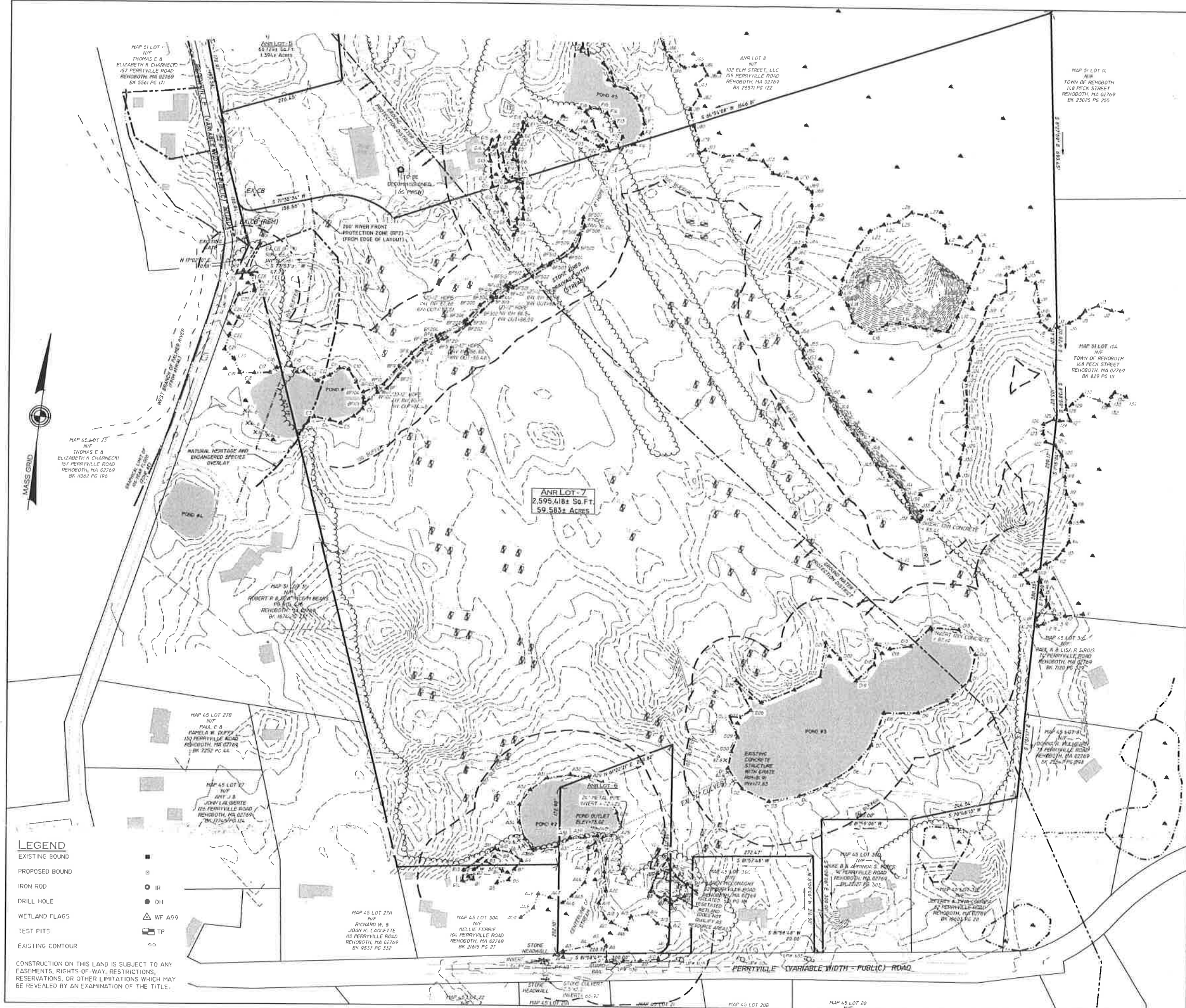
In order for the Planning Board to confirm that a plan has been distributed to that Board, Commission, or Department so designated on the list above, please sign and date this form in order to receive a copy of the mentioned plan.

Recommendations and/or comments should be returned to the Planning Board on or before: August 16, 2021

Signature: _____

Date: _____

Failure to forward your recommendations and/or comments to the Planning Board within a specified period of time shall be deemed lack of opposition.



LOCATION (NOT TO SCALE) MAP

REGISTRY USE ONLY

GENERAL NOTES:

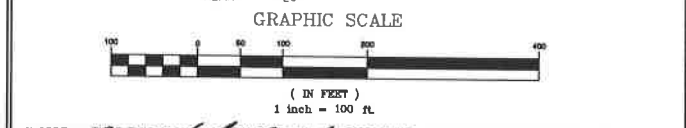
1. LOTS SHOWN ARE A DIVISION OF (ANR LOT 7) LOT 33 ON ASSESSORS MAP 51.
2. OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT, LLC
71 FALL RIVER AVENUE
REHOBOTH, MA 02769
(508) 294-4600
DEED BOOK 26797 PAGE 157
3. WETLAND FLAGGING & LOCATION ARE BASED ON AN ON GROUND GPS SURVEY BY ECOSYSTEM SOLUTIONS
4. LIES PARTIALLY WITHIN THE GROUND WATER PROTECTION DISTRICT AS SHOWN ON REHOBOTH ZONING MAP AND PARTIALLY WITHIN THE NHESP OVERLAY DISTRICT ON MASS GIS.
5. PROPERTY DOES NOT LIE IN A FLOOD HAZARD ZONE AE AS SHOWN ON FIRM PANEL 25005C019F & 25005C0207F DATED JULY 7, 2009.
6. THE INTENT OF THIS PLAN IS TO CREATE SUBDIVISION LOTS 1-25.

PLAN REFERENCE:

1. PLAN OF LAND ENTITLED "LAND OWNED BY REHOBOTH GOLF COURSE, INC. IN REHOBOTH MASSACHUSETTS; BY E. OTIS DYER; DATED NOVEMBER 3, 1988. PLAN BOOK 266 PAGE 6. (3 SHEETS)
2. PLAN OF LAND ENTITLED "LAND OWNED BY REHOBOTH GOLF COURSE, INC. IN REHOBOTH MASSACHUSETTS; BY E. OTIS DYER; DATED NOVEMBER 3, 1994. (UNRECORDED). (3 SHEETS)
3. FORM A PLAN "REHOBOTH COUNTRY CLUB"; BY INSITE ENGINEERING SERVICES, LLC; DATED JANUARY 21, 2021. PLAN BOOK 529 PAGES 17-19. (ANR LOT 7)

ZONING DISTRICT:

"RESIDENCE/AGRICULTURAL"	
MINIMUM FRONTAGE	= 200'
MINIMUM AREA	= 60,000 S.F.
MINIMUM SETBACKS - FRONT	= 30'
MINIMUM SETBACKS - SIDE	= 25'
MINIMUM SETBACKS - REAR	= 25'



I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERED PROFESSIONAL LAND SURVEYORS.

Christopher A. Dyer
PREPARED BY: _____ DATE: 7/10/2021

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE MASSACHUSETTS BOARD OF REGISTRATION OF PROFESSIONAL LAND SURVEYORS STANDARDS.

I HEREBY CERTIFY THAT THE ACTUAL SURVEY WAS MADE ON THE GROUND IN ACCORDANCE WITH TOWN OF REHOBOTH PLANNING BOARD AND STATE STANDARDS.
Marc A. Meryberry
PROFESSIONAL LAND SURVEYOR DATE: 7/10/2021

SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____ RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.
DATE: _____ TOWN CLERK, TOWN OF REHOBOTH _____

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW

EXISTING CONDITIONS PLAN

"REHOBOTH COUNTRY CLUB - THE FAIRWAYS"
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 33

OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA, 02769

JOB #	SCALE:	DRAWN BY:	DATE:
99062	1" = 100'	CEA	JULY 12, 2021

REVISED: _____

INSITE Engineering Services, LLC
PROFESSIONAL ENGINEERS | LAND SURVEYORS
Precision. Clarity. Certainty.

InSite Professional Complex, Suite 1
1539 Fall River Avenue Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
Web Address: InSiteEngineers.com

SHEET
2
OF 20

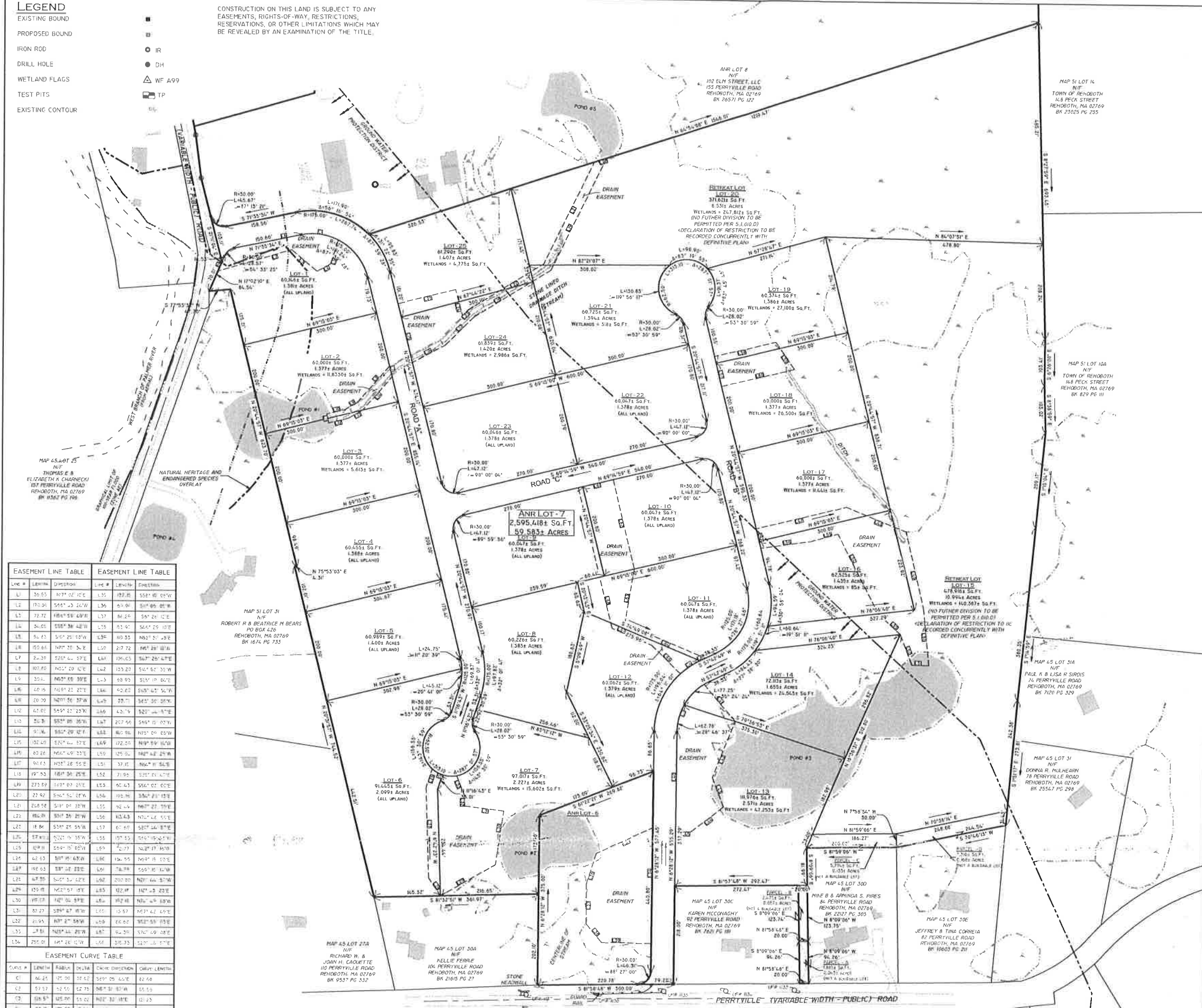
- LEGEND**
- EXISTING BOUND
 - PROPOSED BOUND
 - IRON ROD
 - DRILL HOLE
 - WETLAND FLAGS
 - TEST PIT
 - EXISTING CONTOUR

CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.

LEGEND

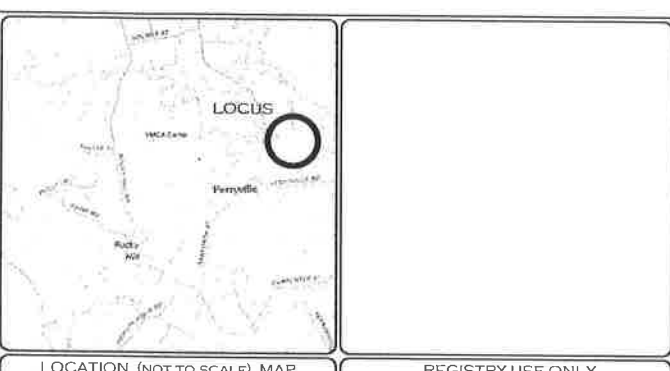
EXISTING BOUND	—
PROPOSED BOUND	- - -
IRON ROD	●
DRILL HOLE	○
WETLAND FLAGS	▴
TEST PITS	⊕
EXISTING CONTOUR	~

CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.



EASEMENT LINE TABLE			EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	56.53	N79° 02' 12" E	L35	192.85	S52° 16' 02" W
L2	173.34	S45° 13' 24" W	L36	61.94	S61° 05' 05" W
L3	72.72	N84° 58' 49" W	L37	84.24	S81° 29' 12" E
L4	54.05	S85° 38' 42" W	L38	51.92	S64° 29' 10" E
L5	51.43	S10° 25' 13" W	L39	103.33	N82° 51' 49" E
L6	159.84	N77° 25' 34" E	L40	217.72	N61° 28' 18" W
L7	24.39	S20° 44' 57" E	L41	194.63	S67° 26' 47" E
L8	103.82	N22° 10' 42" E	L42	153.20	S41° 52' 33" W
L9	35.14	N62° 16' 39" E	L43	68.93	S53° 19' 04" E
L10	40.16	N49° 21' 27" E	L44	52.03	S103° 07' 34" W
L11	20.70	N20° 36' 37" W	L45	39.71	S45° 30' 39" W
L12	42.02	S49° 21' 25" W	L46	43.74	S27° 44' 17" E
L13	56.38	S82° 05' 36" W	L47	257.54	S49° 10' 02" W
L14	91.16	S82° 20' 12" E	L48	80.96	N103° 01' 03" W
L15	132.40	S24° 44' 57" E	L49	172.25	N89° 39' 16" W
L16	83.28	N64° 49' 23" E	L50	125.92	N82° 48' 24" W
L17	90.73	N52° 28' 55" E	L51	37.12	N64° 11' 54" E
L18	19° 53	N81° 36' 25" E	L52	71.95	S25° 01' 47" E
L19	275.89	N10° 07' 21" E	L53	62.43	S56° 01' 02" E
L20	21.92	S26° 52' 02" W	L54	109.16	S36° 21' 13" E
L21	24.54	S19° 07' 29" W	L55	92.44	N67° 22' 19" E
L22	166.18	S81° 29' 20" W	L56	103.43	N71° 44' 51" E
L23	18.86	S28° 25' 59" W	L57	61.67	S81° 44' 17" E
L24	57.81	S22° 15' 35" W	L58	157.53	N45° 15' 24" W
L25	109.11	S29° 15' 02" W	L59	2.77	N42° 17' 16" W
L26	42.43	S81° 16' 48" W	L60	136.55	N53° 15' 11" E
L27	192.63	S81° 16' 48" W	L61	78.94	S50° 16' 17" W
L28	67.85	S42° 31' 42" E	L62	200.80	N27° 44' 51" E
L29	159.18	N21° 57' 15" E	L63	182.14	N27° 44' 51" E
L30	117.17	N41° 36' 39" E	L64	192.48	N104° 45' 09" W
L31	31.27	S89° 47' 18" W	L65	15.57	N73° 42' 44" E
L32	21.54	N31° 37' 38" W	L66	62.62	S82° 58' 15" E
L33	24.81	N28° 44' 20" W	L67	92.35	S70° 40' 32" E
L34	255.01	N47° 28' 12" W	L68	316.33	S13° 14' 17" E

EASEMENT CURVE TABLE		
LINE #	LENGTH	CHORD DIMENSION
C1	64.25	121.70
C2	57.57	121.55
C3	104.57	145.99
C4	83.11	145.00



LOCATION (NOT TO SCALE) MAP

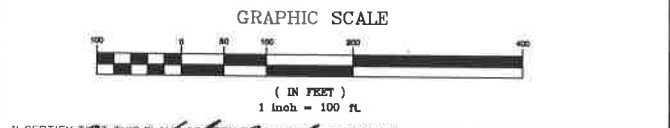
REGISTRY USE ONLY

- GENERAL NOTES:**
- LOTS SHOWN ARE A DIVISION OF (ANR LOT 7) LOT 33 ON ASSESSORS MAP 51.
 - OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT, LLC
71 FALL RIVER AVENUE
REHOBOTH, MA 02769
(508) 294-4600
DEED BOOK 26797 PAGE 137
 - WETLAND FLAGGING & LOCATION ARE BASED ON AN ON GROUND GPS SURVEY BY ECOSYSTEM SOLUTIONS.
 - LIES PARTIALLY WITHIN THE GROUND WATER PROTECTION DISTRICT AS SHOWN ON REHOBOTH ZONING MAP AND PARTIALLY WITHIN THE NHESP OVERLAY DISTRICT ON MASS GIS.
 - PROPERTY DOES NOT LIE IN A FLOOD HAZARD ZONE AS SHOWN ON FIRM PANEL 25005C019F & 25005C0207F DATED JULY 7, 2009.
 - THE INTENT OF THIS PLAN IS TO CREATE SUBDIVISION LOTS 1-25.

- PLAN REFERENCE:**
- PLAN OF LAND ENTITLED 'LAND OWNED BY REHOBOTH GOLF COURSE, INC. IN REHOBOTH MASSACHUSETTS; BY E. OTIS DYER; DATED NOVEMBER 3, 1988. PLAN BOOK 266 PAGE 6. (3 SHEETS)
 - PLAN OF LAND ENTITLED 'LAND OWNED BY REHOBOTH GOLF COURSE, INC. IN REHOBOTH MASSACHUSETTS; BY E. OTIS DYER; DATED NOVEMBER 3, 1994. (UNRECORDED). (3 SHEETS)
 - FORM A PLAN 'REHOBOTH COUNTRY CLUB'; BY INSITE ENGINEERING SERVICES, LLC; DATED JANUARY 21, 2021. PLAN BOOK 529 PAGES 17-19. (ANR LOT 7)

ZONING DISTRICT:

'RESIDENCE/AGRICULTURAL'		'RETREAT LOT'
MINIMUM FRONTAGE	= 200'	= 50'
MINIMUM AREA	= 60,000 S.F.	= 360,000 S.F.
MINIMUM SETBACKS - FRONT	= 50'	
MINIMUM SETBACKS - SIDE	= 25'	
MINIMUM SETBACKS - REAR	= 25'	



I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF PROFESSIONAL LAND SURVEYORS.

Chapman 7/10/2021
PREPARED BY DATE

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE MASSACHUSETTS BOARD OF REGISTRATION OF PROFESSIONAL LAND SURVEYORS STANDARDS.

Mary 7/10/2021
PROFESSIONAL LAND SURVEYOR DATE

SUBJECT TO A COVENANT DULY EXECUTED DATED THE ____ DAY OF _____ RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.

DATE: _____ TOWN CLERK, TOWN OF REHOBOTH, MASSACHUSETTS

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW

LOTTING SHEET

'REHOBOTH COUNTRY CLUB - THE FAIRWAYS'
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 33

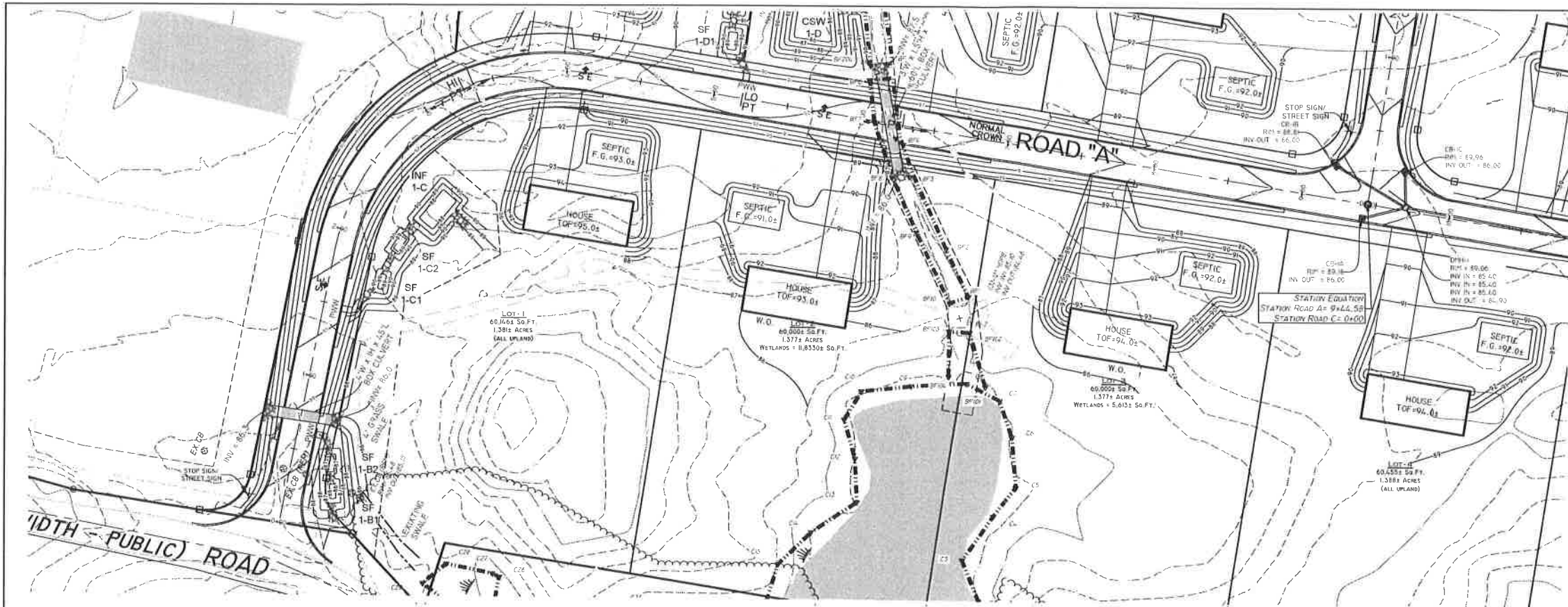
OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA 02769

JOB #	SCALE:	DRAWN BY:	DATE:
99-062	1" = 100'	CEA	JULY 12, 2021

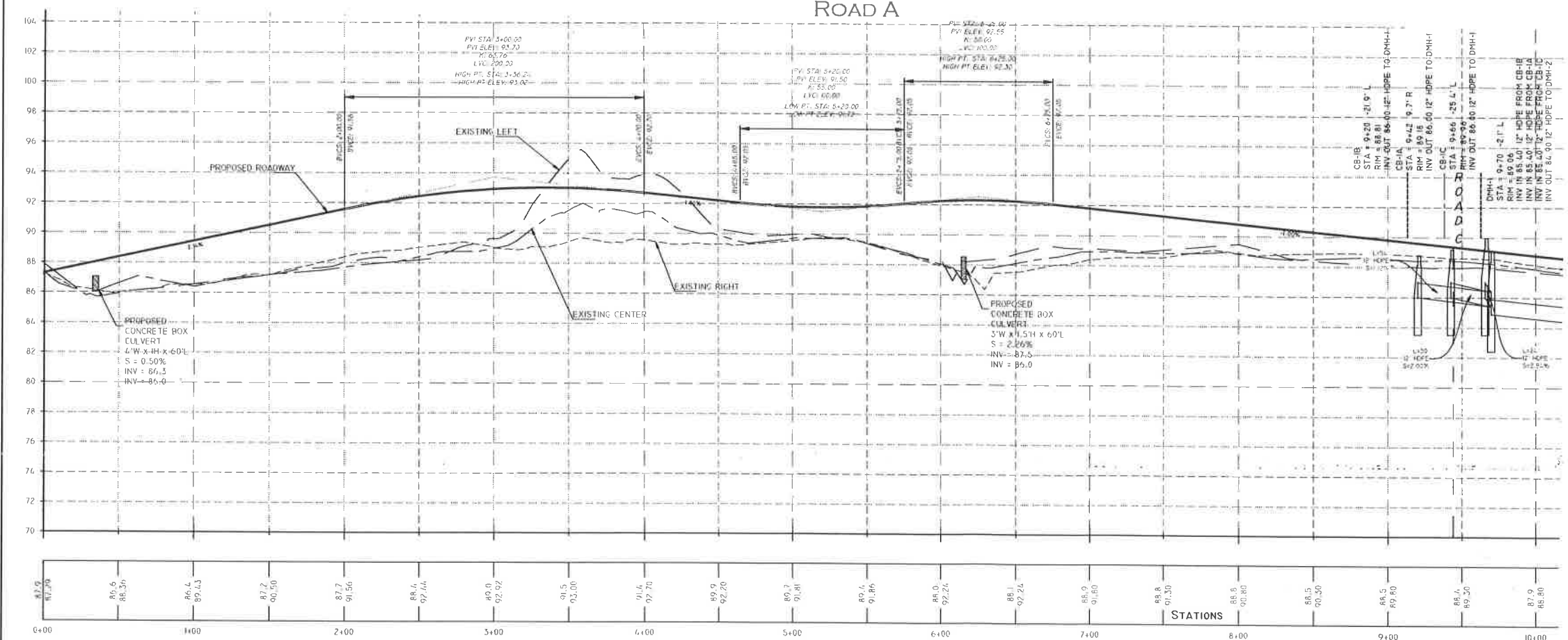
REVISOR: _____

INSITE Engineering Services, LLC
PROFESSIONAL ENGINEERS | LAND SURVEYORS
Precision. Clarity. Certainty.

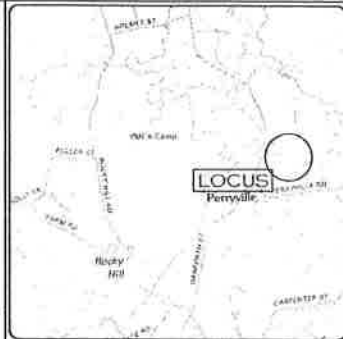
InSite Professional Complex, Suite 1
1529 Fall River Avenue Seekonk, MA 02711
Phone: (508) 336-4500 Fax: (508) 336-4558
Web Address: InSiteEngineers.com



PLAN VIEW
SCALE: 1" = 40'
ROAD A



PROFILE VIEW
SCALE: 1" = 40' HORIZONTAL
1" = 4' VERTICAL



LOCATION MAP (1" = 500')

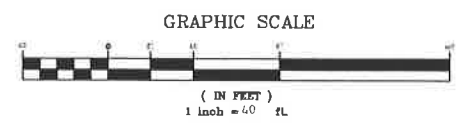
REGISTRY USE ONLY

- GENERAL NOTES:**
- LOTS SHOWN ARE A DIVISION OF (ANR LOT 7) LOT 33 ON ASSESSORS MAP 51.
 - OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT, LLC
71 FALL RIVER AVENUE
REHOBOTH, MA 02769
(508) 294-4600
DEED BOOK 26797 PAGE 137
 - WETLAND FLAGGING & LOCATION ARE BASED ON AN ON GROUND GPS SURVEY BY ECOSYSTEM SOLUTIONS.
 - LIES PARTIALLY WITHIN THE GROUND WATER PROTECTION DISTRICT AS SHOWN ON REHOBOTH ZONING MAP AND PARTIALLY WITHIN THE NHESP OVERLAY DISTRICT ON MASS GIS.
 - ELEVATIONS BASED ON NAVD 88 DATUM, HORIZONTAL DATUM ON NAD 83.

SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____ RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD, THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

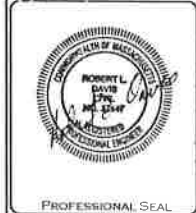
I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.
DATE: _____ TOWN CLERK, TOWN OF REHOBOTH.

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW



CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE

PLAN & PROFILE - ROAD A (1 OF 2)



REHOBOTH COUNTRY CLUB - THE FAIRWAYSSM
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 33

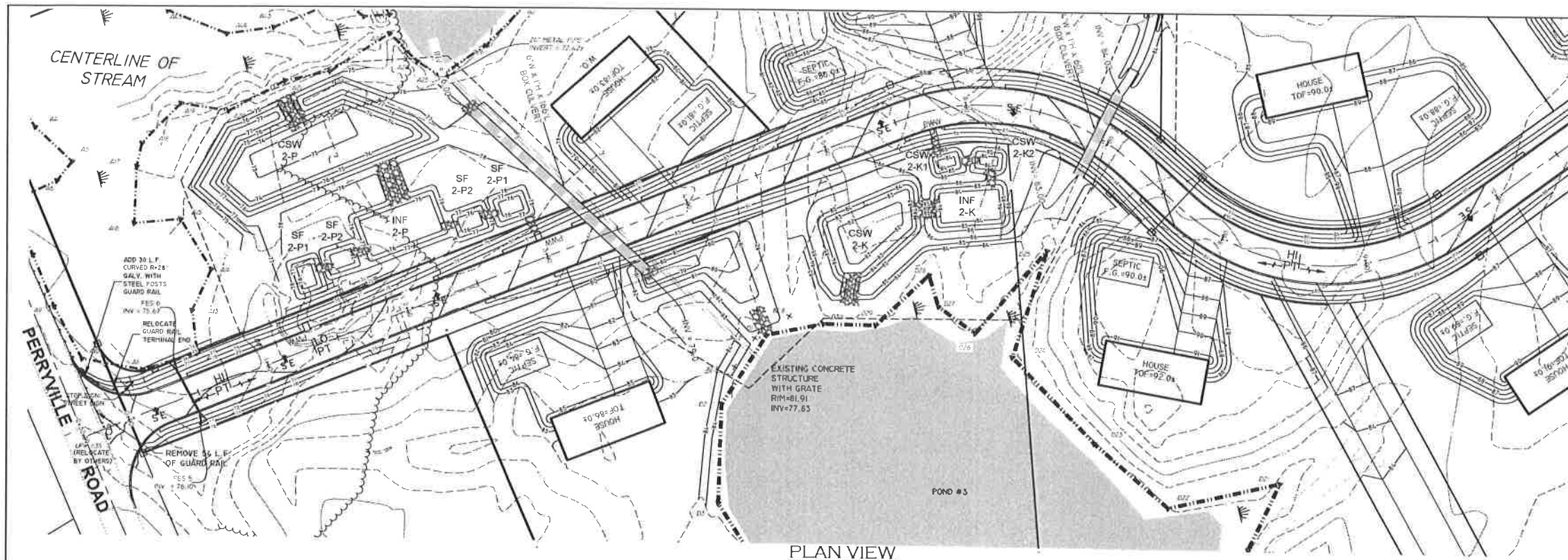
OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA, 02769

JOB # 99-062	SCALE: 1" = 40'	DRAWN BY: CEA	DATE: JULY 12, 2021
REVISED:			

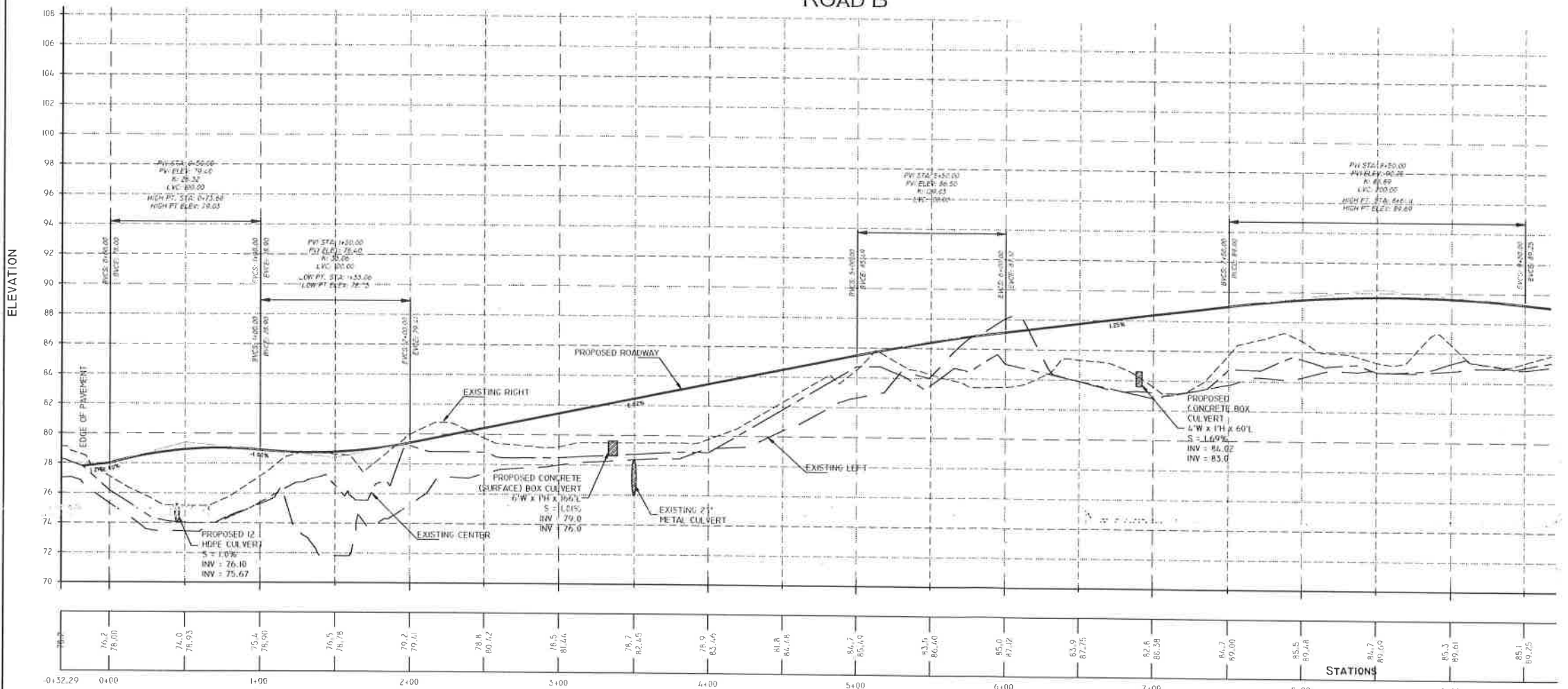


InSite Professional Complex, Suite 1
1539 Fall River Avenue Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
Web Address: InSiteEngineers.com

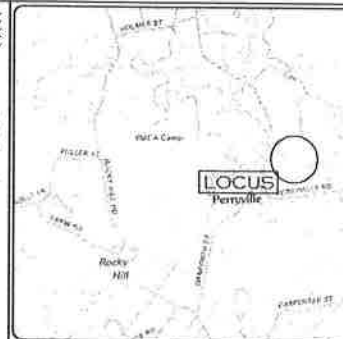
SHEET
5
OF 20



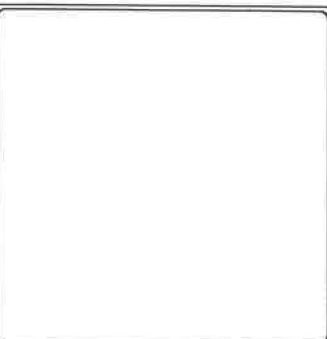
PLAN VIEW
SCALE: 1" = 40'
ROAD B



PROFILE VIEW
SCALE: 1" = 40' HORIZONTAL
1" = 4' VERTICAL



LOCATION MAP (1"=500')



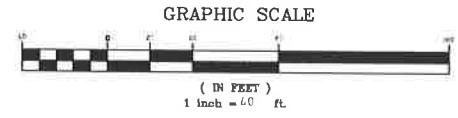
REGISTRY USE ONLY

- GENERAL NOTES:**
- LOTS SHOWN ARE A DIVISION OF (ANR LOT 7) LOT 33 ON ASSESSORS MAP 51.
 - OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT, LLC
71 FALL RIVER AVENUE
REHOBOTH, MA 02769
(508) 294-4600
DEED BOOK 26797 PAGE 137
 - WETLAND FLAGGING & LOCATION ARE BASED ON AN ON GROUND GPS SURVEY BY ECOSYSTEM SOLUTIONS.
 - LIES PARTIALLY WITHIN THE GROUND WATER PROTECTION DISTRICT AS SHOWN ON REHOBOTH ZONING MAP AND PARTIALLY WITHIN THE NHESP OVERLAY DISTRICT ON MASS GIS.
 - ELEVATIONS BASED ON NAVD 88 DATUM; HORIZONTAL DATUM ON NAD 83.

SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____ RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

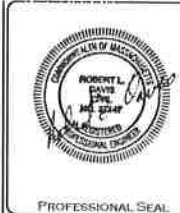
I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.
TOWN CLERK, TOWN OF REHOBOTH, _____

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW



CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.

PLAN & PROFILE - ROAD B (1 OF 2)



"REHOBOTH COUNTRY CLUB - THE FAIRWAYS"
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 33

OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA. 02769

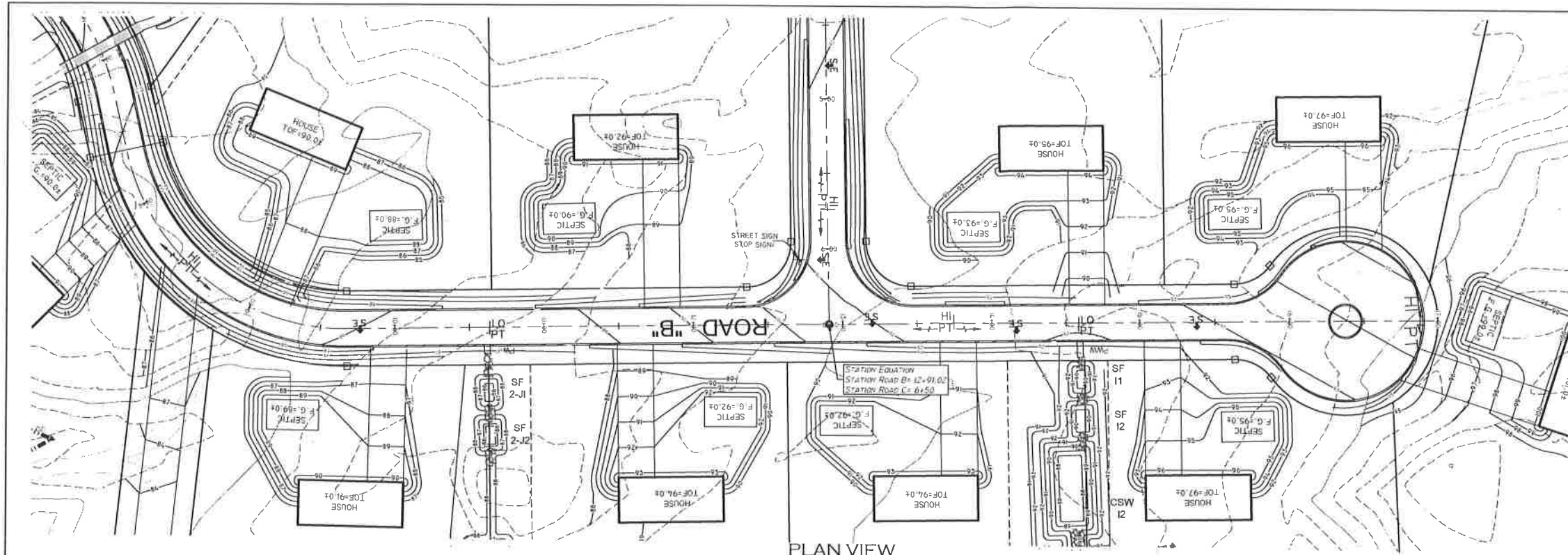
JOB # 99062 SCALE: 1"=40' DRAWN BY: CEA DATE: JULY 12, 2021

REVISED:

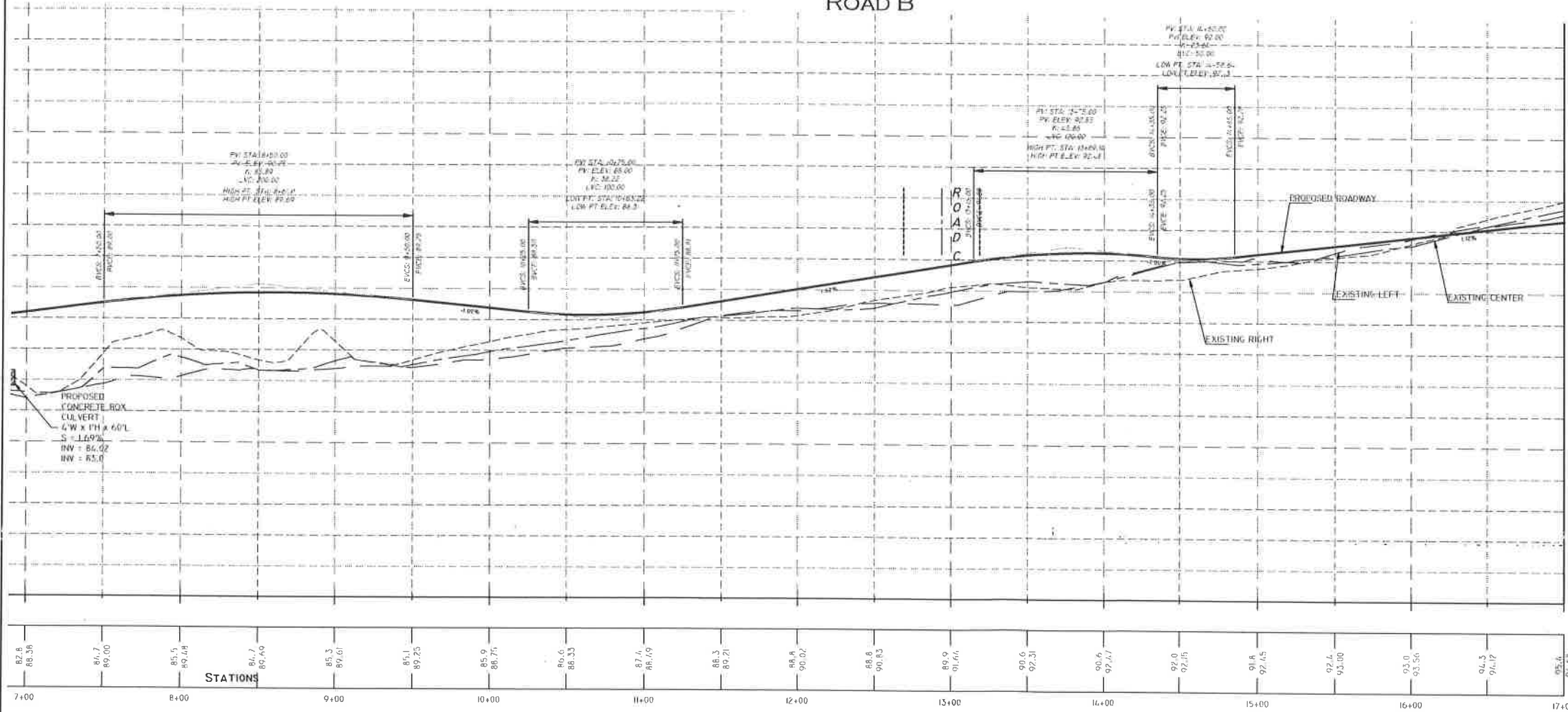


InSite Professional Complex, Suite 1
1539 Fall River Avenue Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
Web Address: InSiteEngineers.com

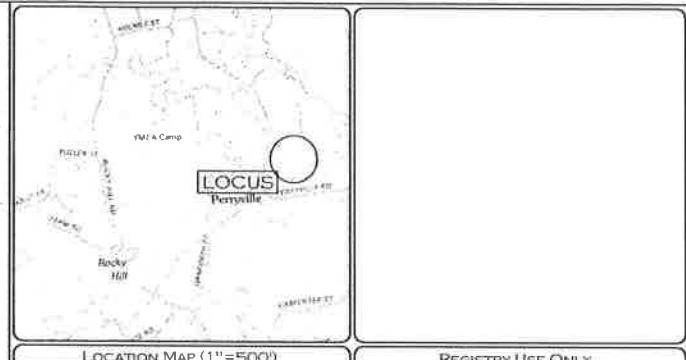
SHEET
7
OF 20



PLAN VIEW
SCALE: 1" = 40'
ROAD B

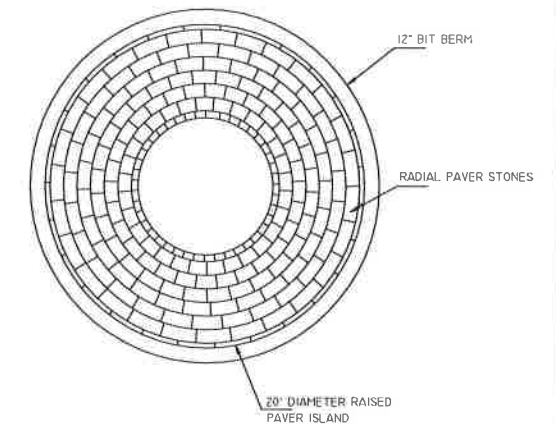


PROFILE VIEW
SCALE: 1" = 40' HORIZONTAL
1" = 4' VERTICAL



LOCATION MAP (1"=500')

REGISTRY USE ONLY

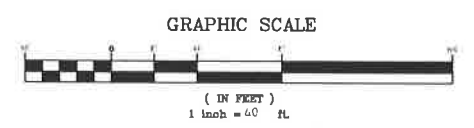


PAVER ISLAND DETAIL
NOT TO SCALE

SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____ RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD, THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

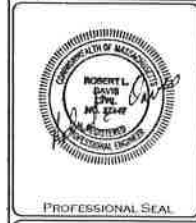
I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.
DATE: _____ TOWN CLERK, TOWN OF REHOBOTH.

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW



CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.

PLAN & PROFILE - ROAD B (2 OF 2)



REHOBOTH COUNTRY CLUB - THE FAIRWAYSSM
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 33

OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA. 02769

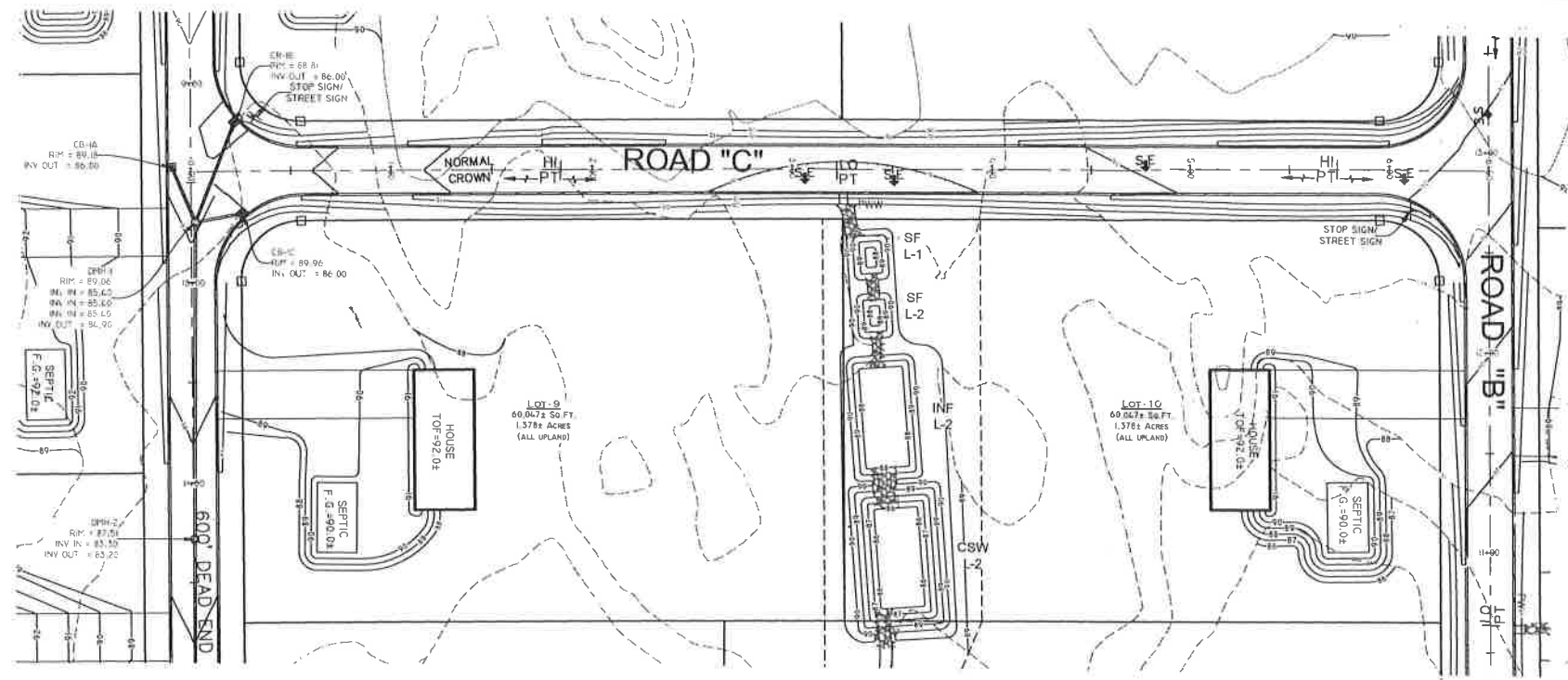
JOB # 99-062 SCALE: 1"=40' DRAWN BY: CEA DATE: JULY 12, 2021

REVISED:

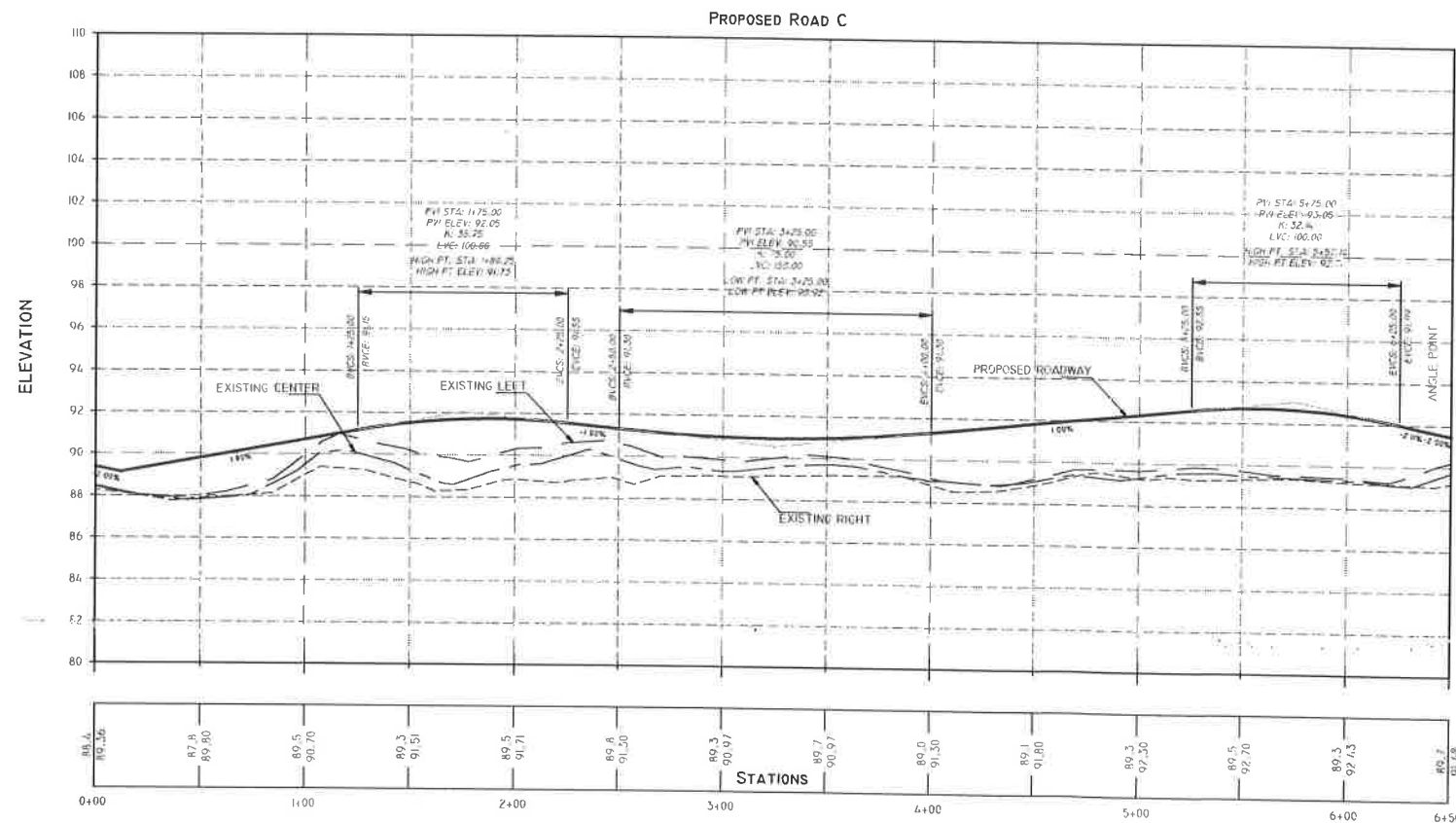


InSite Engineering Services, LLC
1539 Fall River Avenue Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4556
Web Address: InSiteEngineers.com

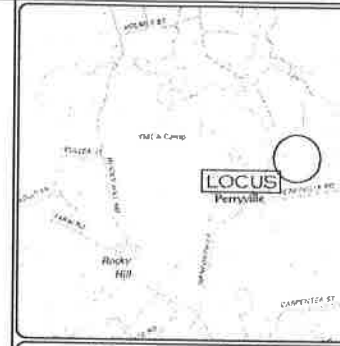
SHEET
8
OF 20



PLAN VIEW
SCALE: 1" = 40'
ROAD C



PROFILE VIEW
SCALE: 1" = 40' HORIZONTAL
1" = 4' VERTICAL



LOCATION MAP (1"=500')

REGISTRY USE ONLY

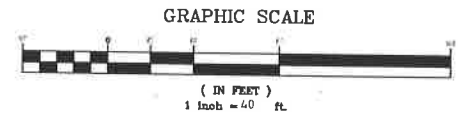
GENERAL NOTES:

- LOTS SHOWN ARE A DIVISION OF (ANR LOT 7) LOT 33 ON ASSESSORS MAP 51.
- OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT, LLC
71 FALL RIVER AVENUE
REHOBOTH, MA 02769
(508) 294-4600
DEED BOOK 26797 PAGE 137
- WETLAND FLAGGING & LOCATION ARE BASED ON AN ON GROUND GPS SURVEY BY ECOSYSTEM SOLUTIONS.
- LIES PARTIALLY WITHIN THE GROUND WATER PROTECTION DISTRICT AS SHOWN ON REHOBOTH ZONING MAP AND PARTIALLY WITHIN THE NHESP OVERLAY DISTRICT ON MASS GIS.
- ELEVATIONS BASED ON NAVD 88 DATUM; HORIZONTAL DATUM ON NAD 83.

SUBJECT TO A COVENANT DILIGENTLY EXECUTED DATED THE _____ DAY OF _____ RUNNING WITH THE LAND, TO BE DAILY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.
DATE: _____ TOWN CLERK, TOWN OF REHOBOTH _____

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW



CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.

PLAN & PROFILE - ROAD C

"REHOBOTH COUNTRY CLUB - THE FAIRWAYS"
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 LOT 33

OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA, 02769

JOB #: 99-062 SCALE: 1"=40' DRAWN BY: CEA DATE: JULY 12, 2021

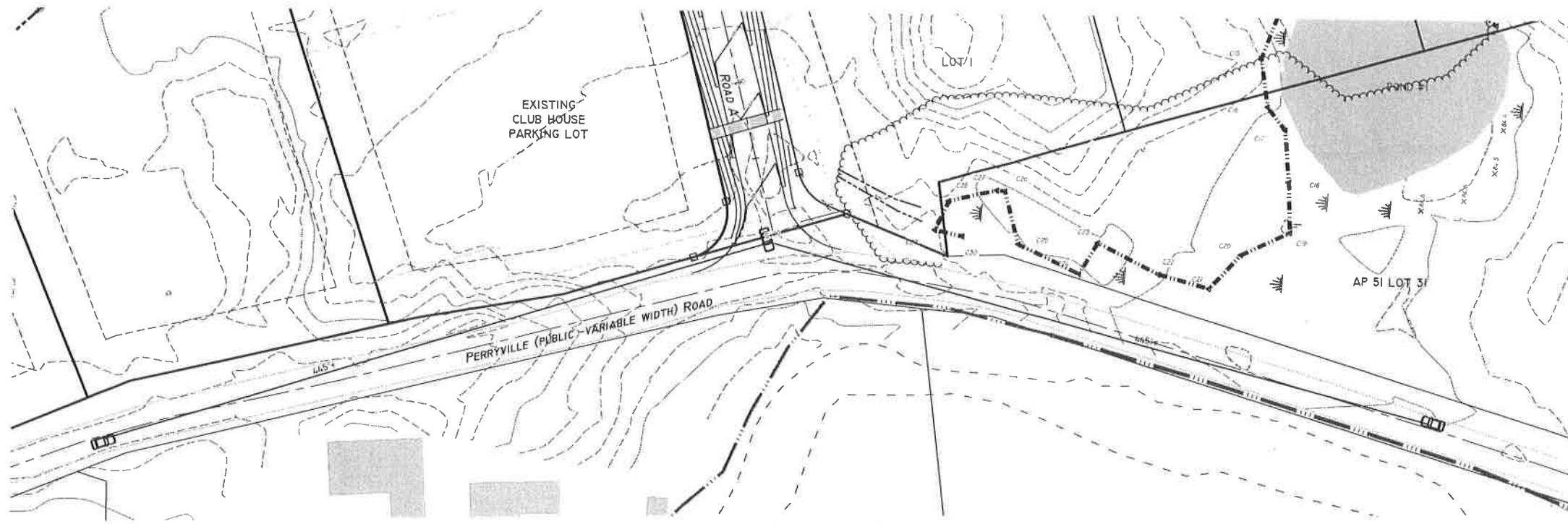
REVISED:

INSITE Engineering Services, LLC
PROFESSIONAL ENGINEERS | LAND SURVEYORS
Precision. Clarity. Certainty.

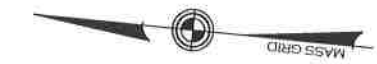
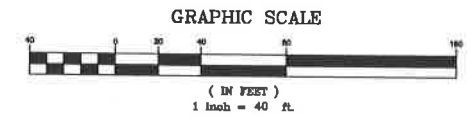
InSite Professional Complex, Suite 1
1539 Fall River Avenue Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
Web Address: InSiteEngineers.com

SHEET
9
OF 20

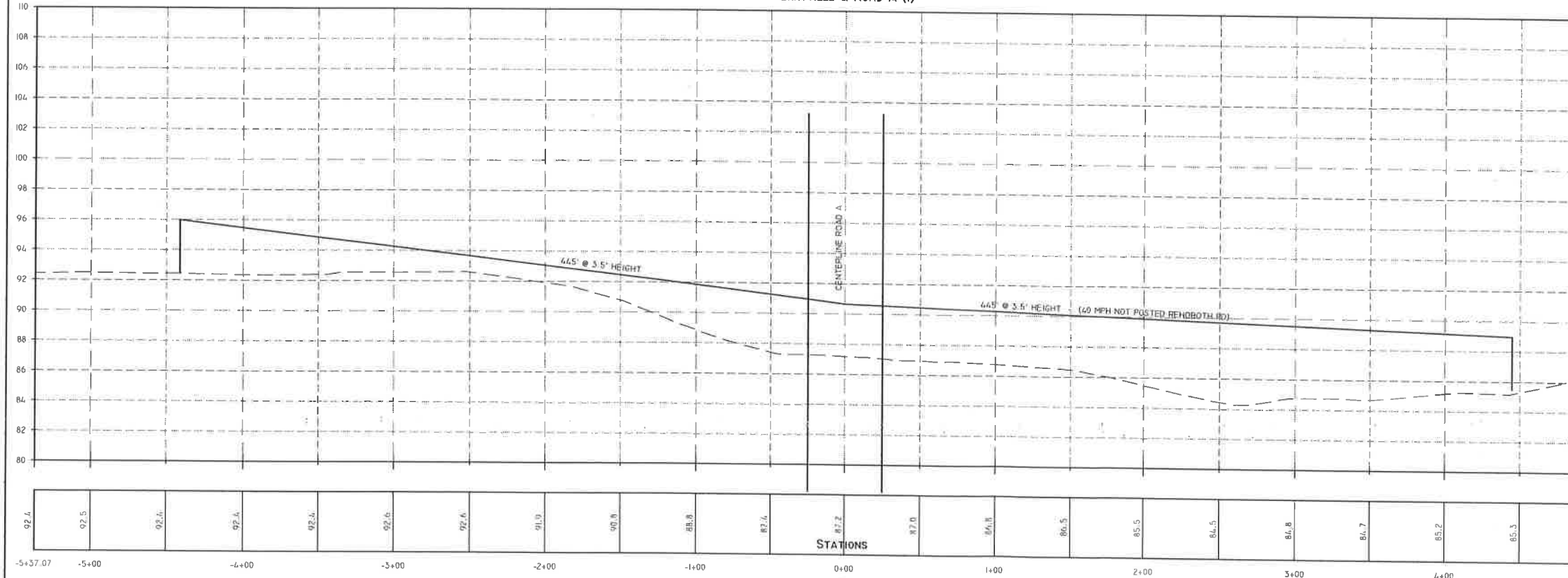
I:\99-062 Rehoboth_CountryClub\Used\Issue Plans\198-062 Rehoboth_Country Club - Definition - 11-15-21\Submittal App. 7/12/2021 - 10:41:10 AM AutoCAD 2007 Pkg\Quality Review.dwg



PLAN VIEW
SCALE: 1" = 40'
PERRYVILLE ROAD & ROAD A



PERRYVILLE & ROAD A (I)



PROFILE VIEW
SCALE: 1" = 40' HORIZONTAL
1" = 4' VERTICAL

SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____, RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.

DATE: _____ TOWN CLERK, TOWN OF REHOBOTH, _____

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW

SITE DISTANCE - PERRYVILLE ROAD & ROAD A

REHOBOTH COUNTRY CLUB - THE FAIRWAYSTM
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 33

OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA. 02769

JOB # 99-062 SCALE: 1" = 40' DRAWN BY: CEA DATE: JULY 12, 2021

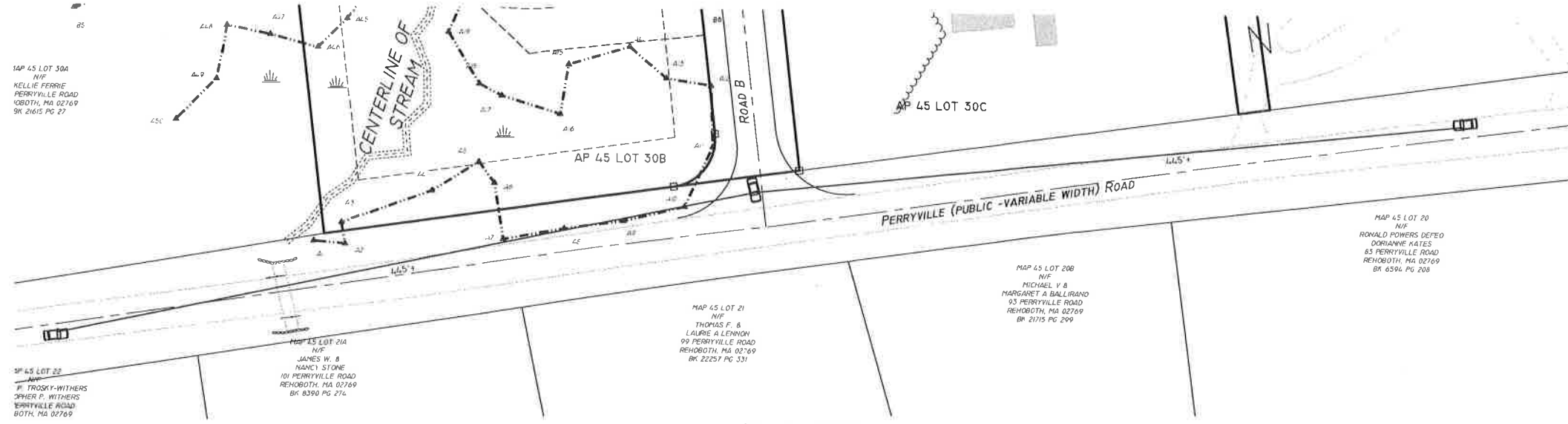
REVISED: _____

PROFESSIONAL SEAL

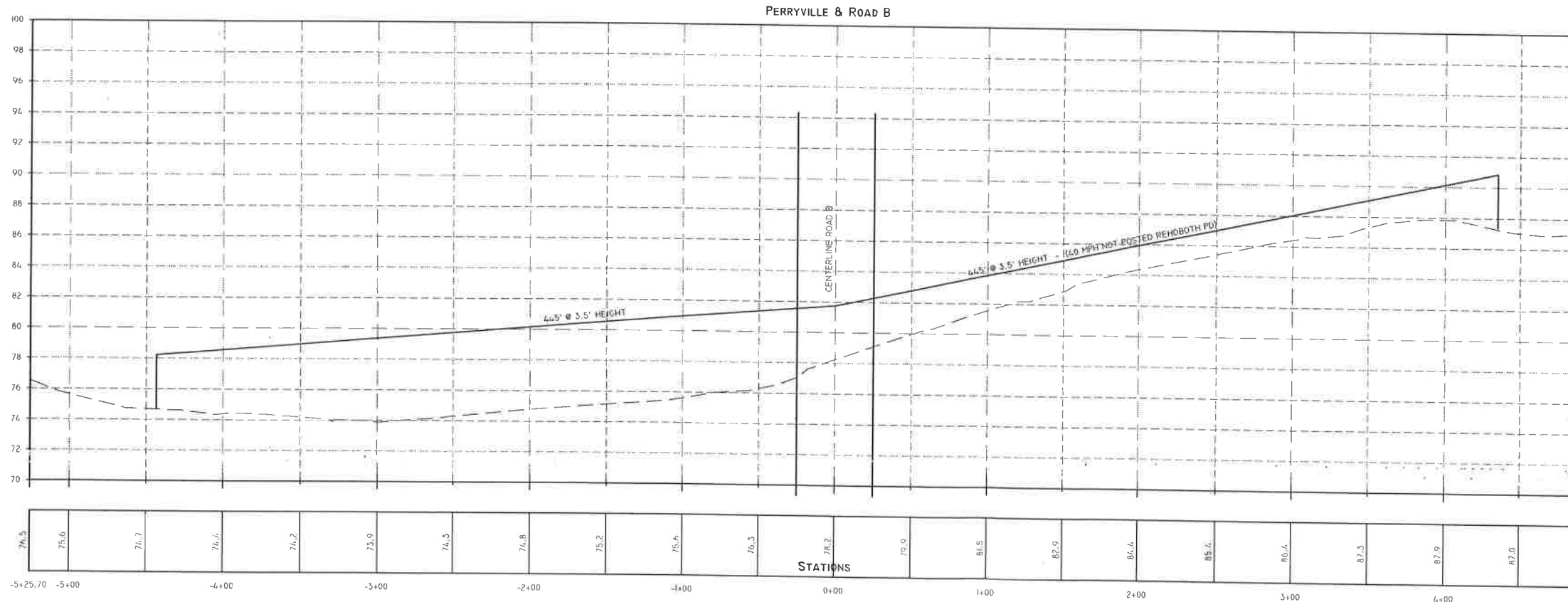
INSITE Engineering Services, LLC
PROFESSIONAL ENGINEERS | LAND SURVEYORS
Precision, Clarity, Certainty.

InSite Professional Complex, Suite 1
1539 Fall River Avenue Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
Web Address: insiteengineers.com

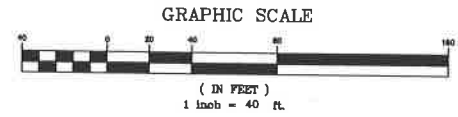
I:\99-062 Rehoboth_Country_Club - Developm_2-10-21 Submittal_Seg_7/12/2021 10:41:34 AM AutoCAD PLOT High Quality Print.plt



PLAN VIEW
SCALE: 1" = 40'
PERRYVILLE & ROAD B



PROFILE VIEW
SCALE: 1" = 40' HORIZONTAL
1" = 4' VERTICAL



SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____ RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.

DATE: _____ TOWN CLERK, TOWN OF REHOBOTH _____

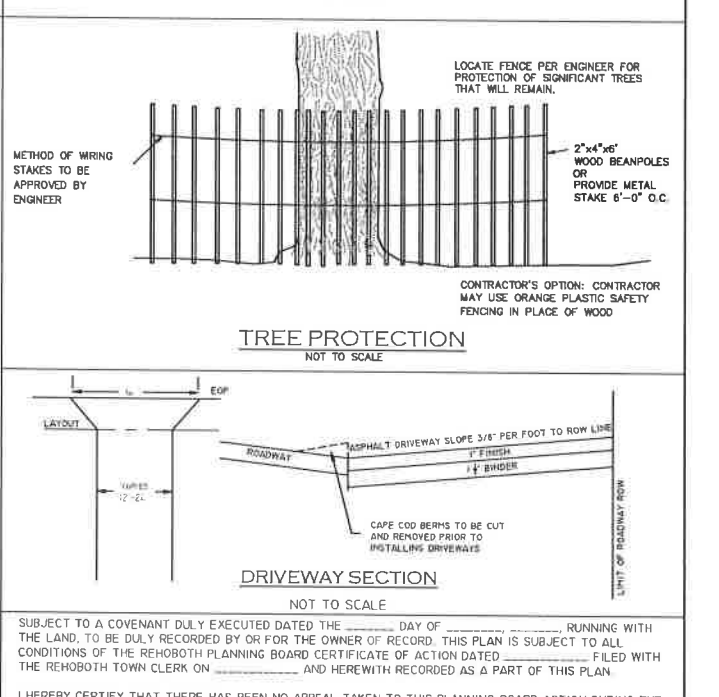
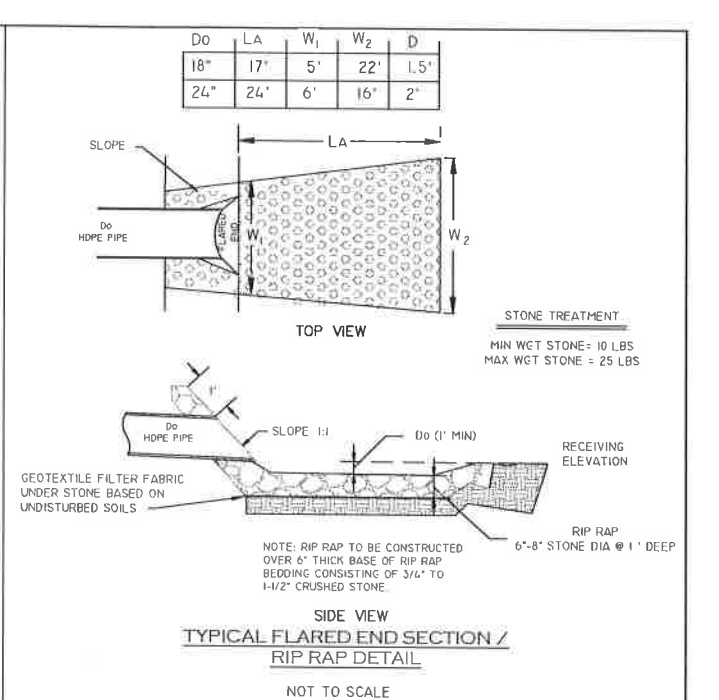
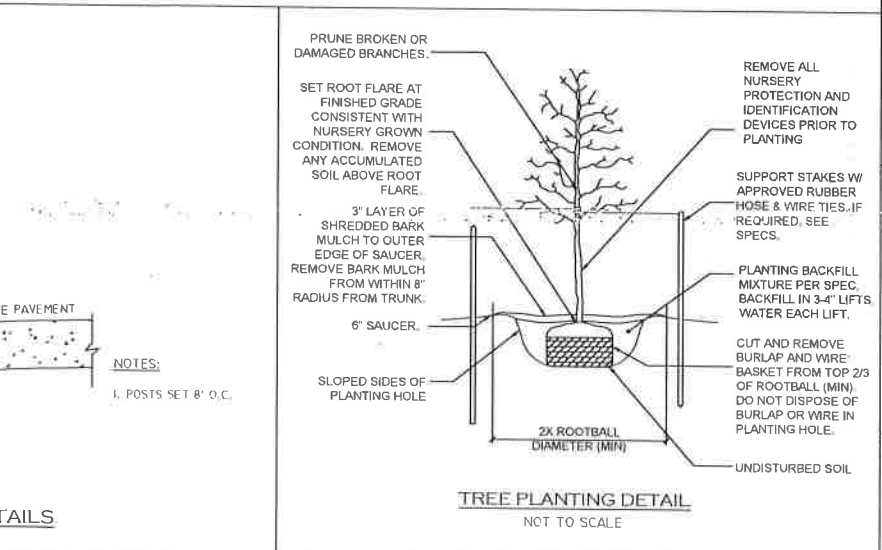
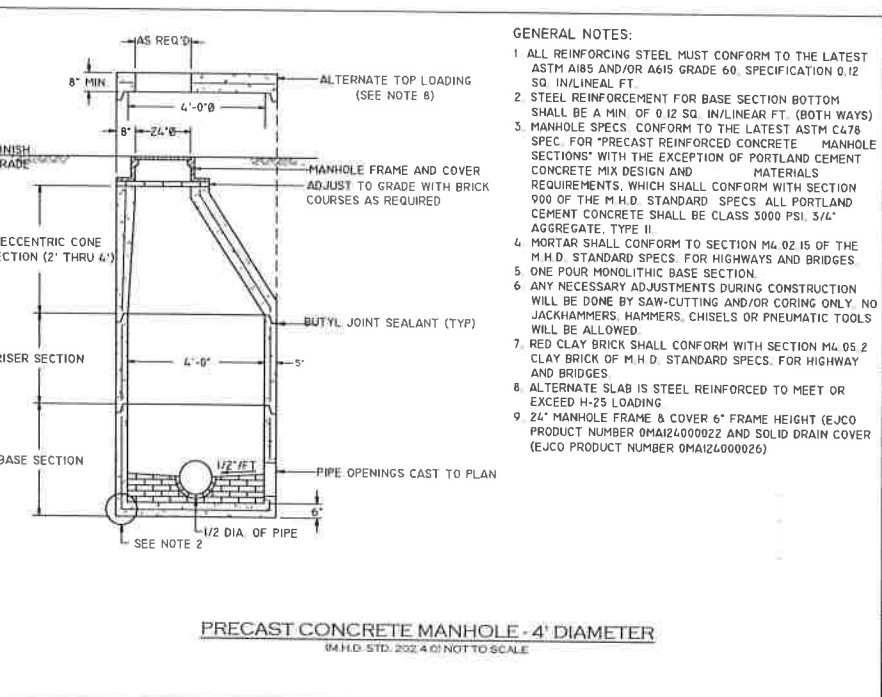
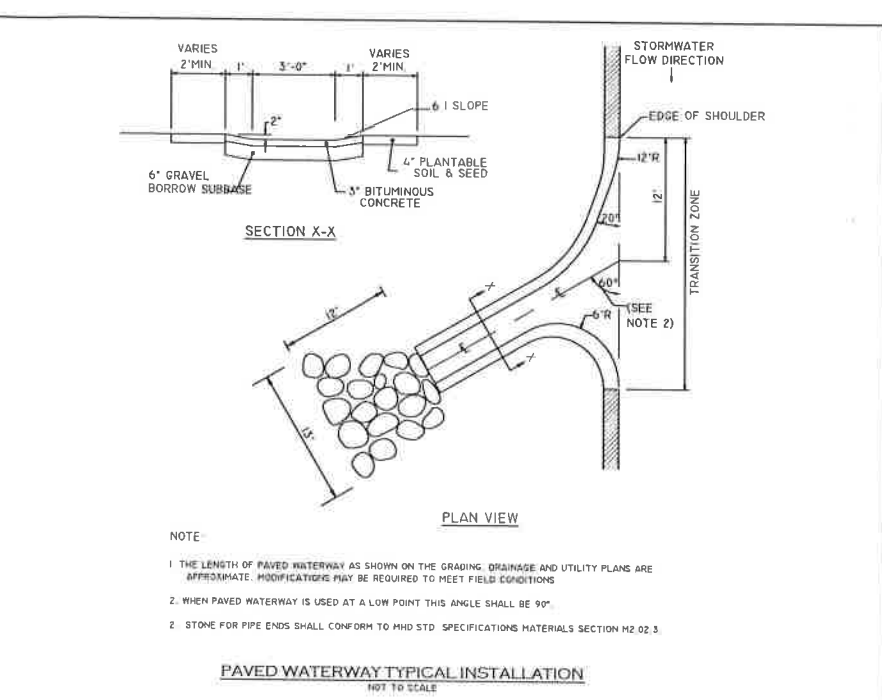
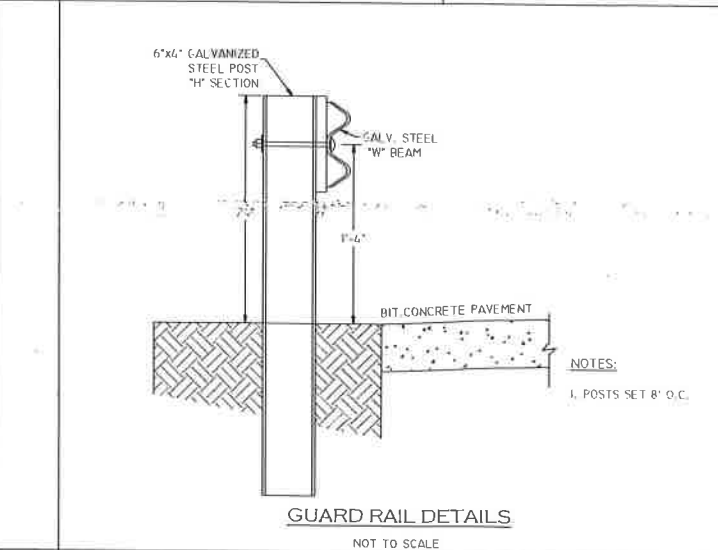
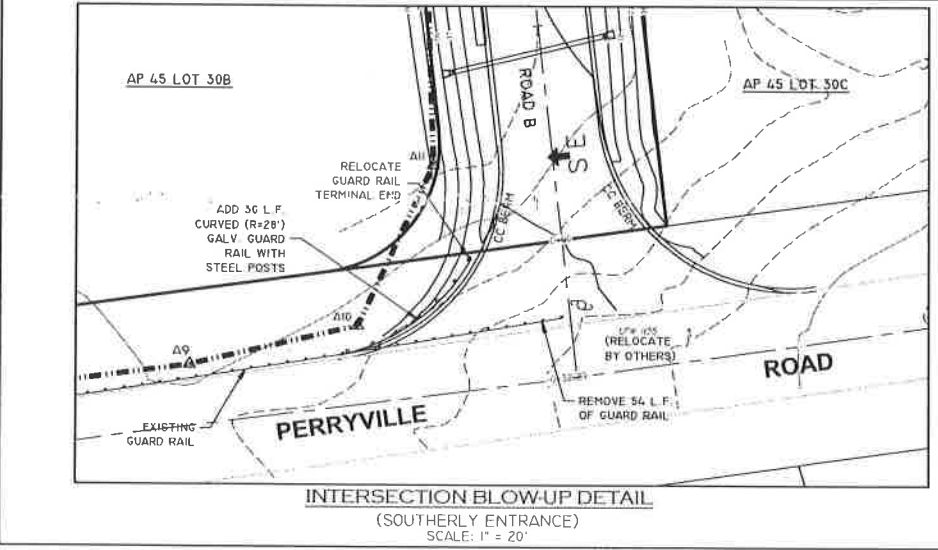
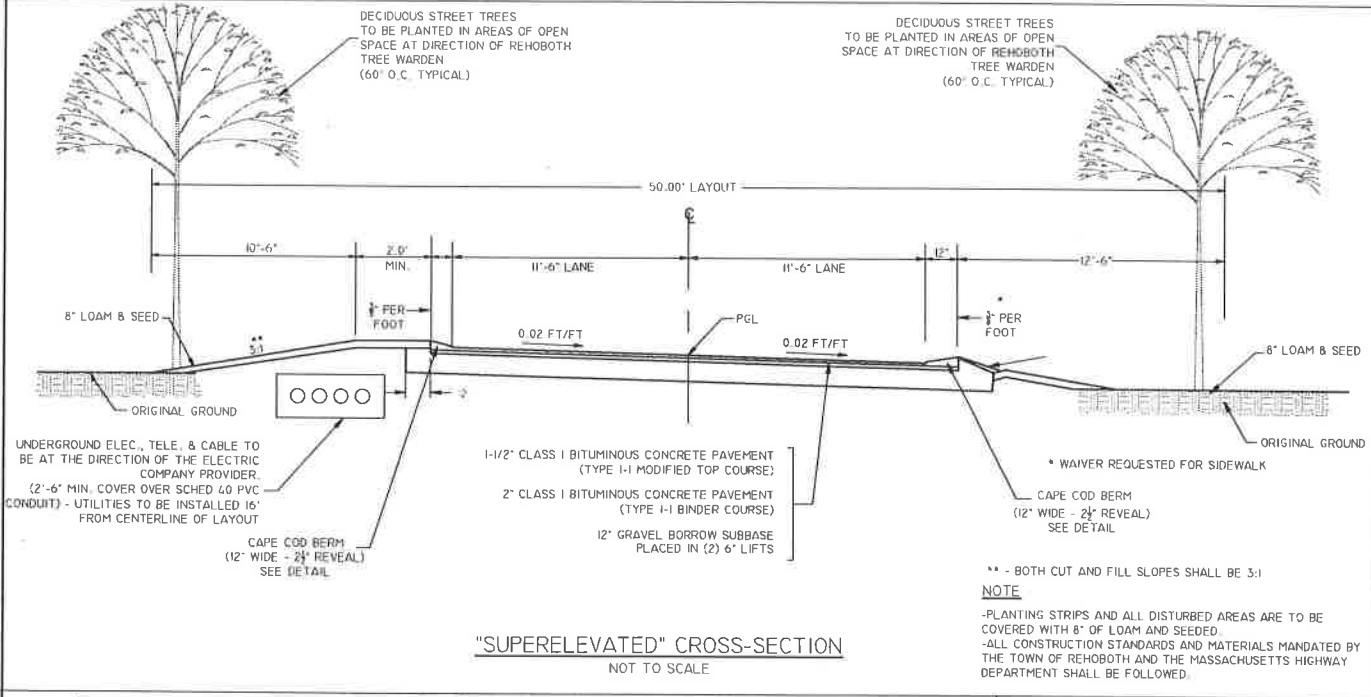
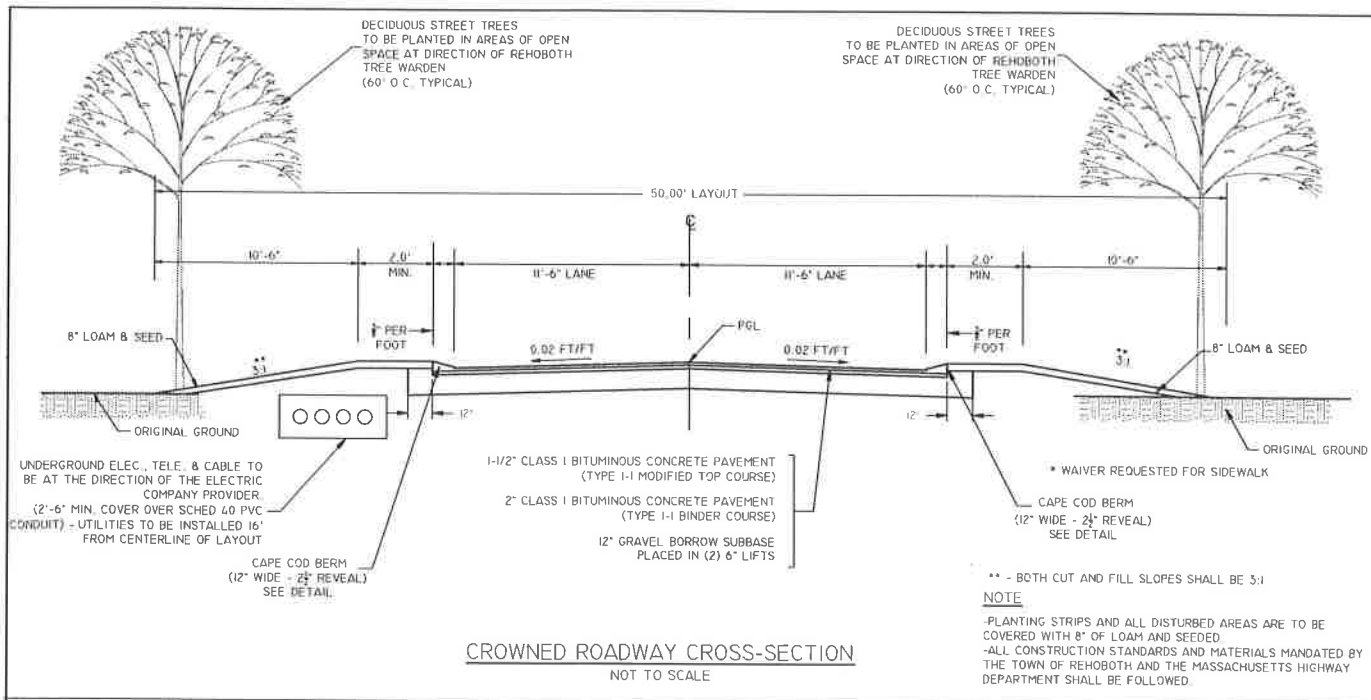
REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW

SITE DISTANCE - PERRYVILLE ROAD & ROAD B

	'REHOBOTH COUNTRY CLUB - THE FAIRWAYS' SOUTHERLY PORTION OF PERRYVILLE ROAD REHOBOTH MASSACHUSETTS 02769 AP 51 - LOT 33		
	OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT 71 FALL RIVER AVENUE, REHOBOTH, MA, 02769		
JOB # 99-062	SCALE: 1" = 40'	DRAWN BY: CEA	DATE: JULY 12, 2021
REVISIONS:			

	InSite Professional Complex, Suite 1 1539 Fall River Avenue Seekonk, MA 02771 Phone: (508) 336-4500 Fax: (508) 336-4558 Web Address: InSiteEngineers.com	SHEET 11 OF 20
	PROFESSIONAL ENGINEERS LAND SURVEYORS Precision. Clarity. Certainty.	

109-202 Rehoboth CC06450/Submitted Plans 109-06 Rehoboth County Pub. Outline 2-11-21 Submitted Aug. 17/2021 10:41:54 AM, AutoCAD PLOT Help, Quality Printings



I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.
DATE: _____ TOWN CLERK, TOWN OF REHOBOTH, MA

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW

DETAIL SHEET (1 OF 2)

REHOBOTH COUNTRY CLUB - THE FAIRWAYS
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 33

OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA, 02769

JOB # 99-062 SCALE: NOT TO SCALE DRAWN BY: CEA DATE: JULY 12, 2021

REVISOR: _____

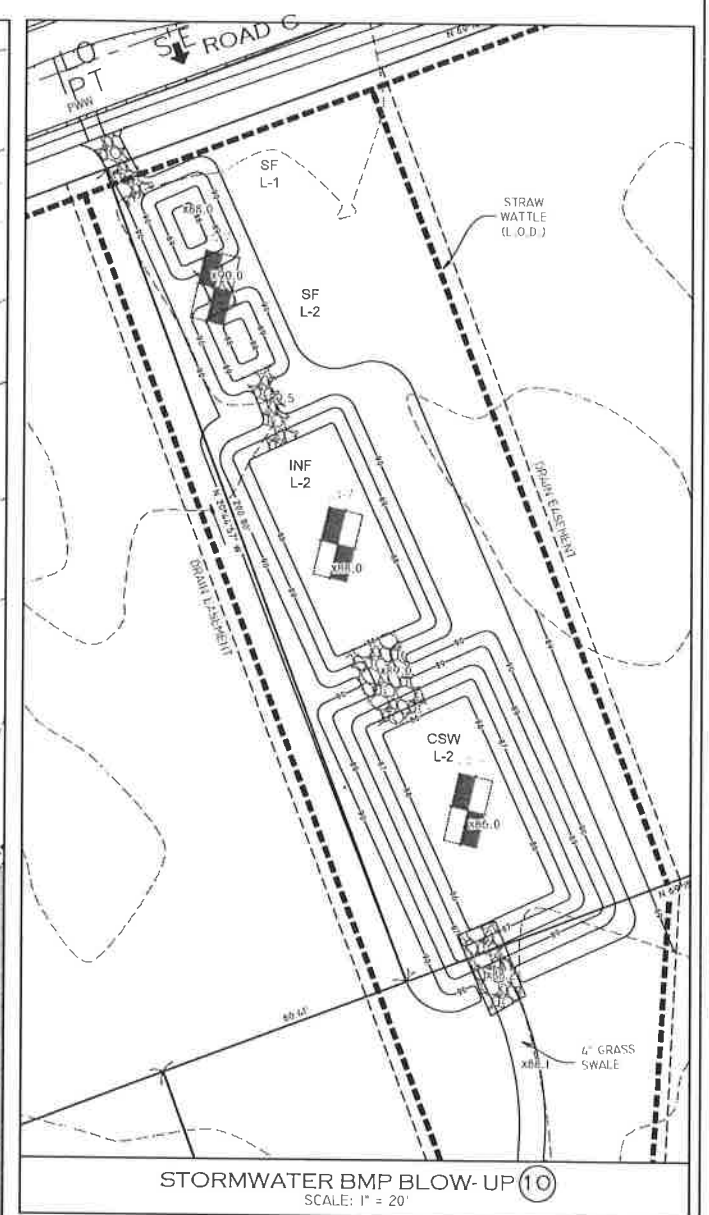
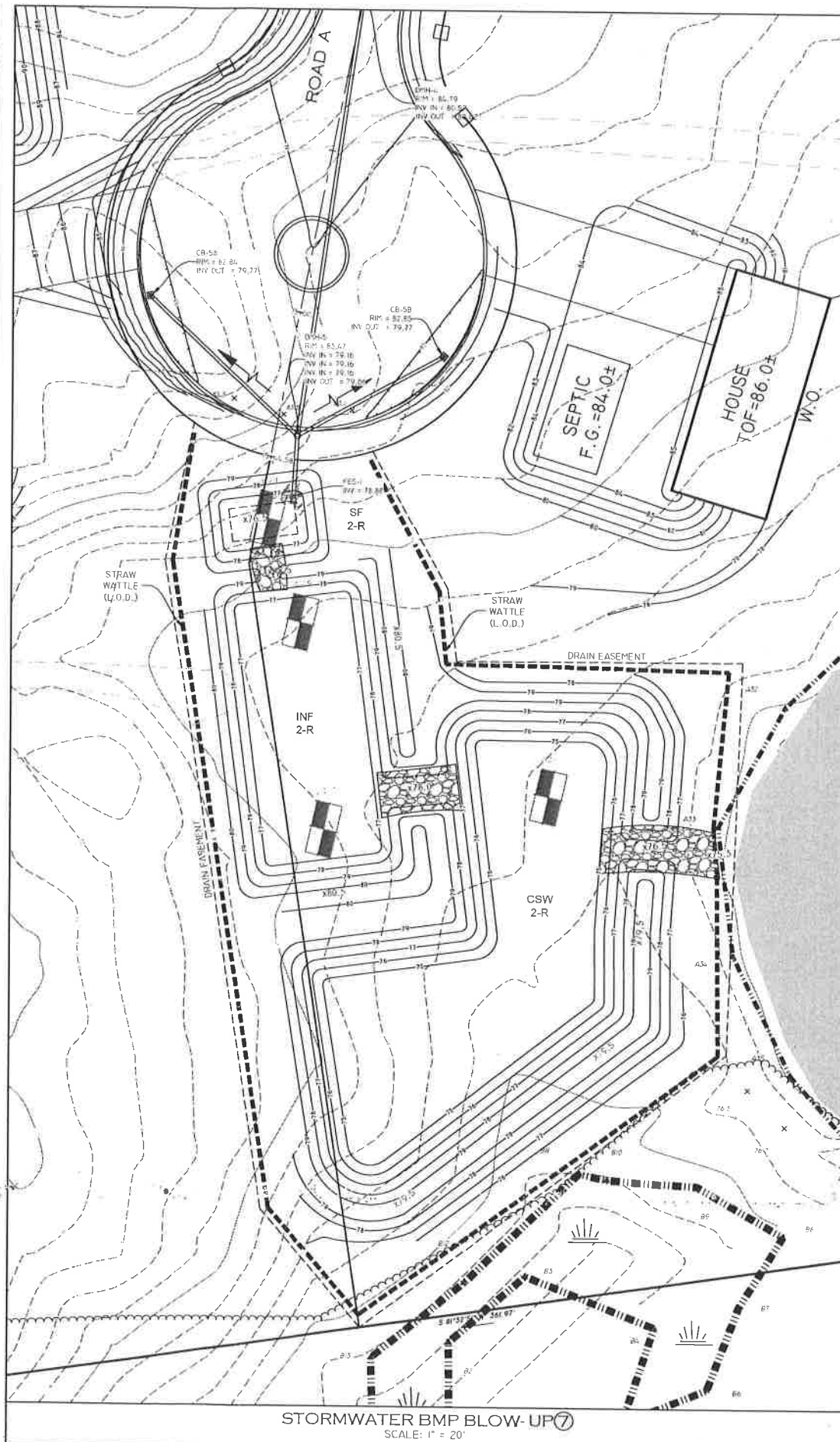
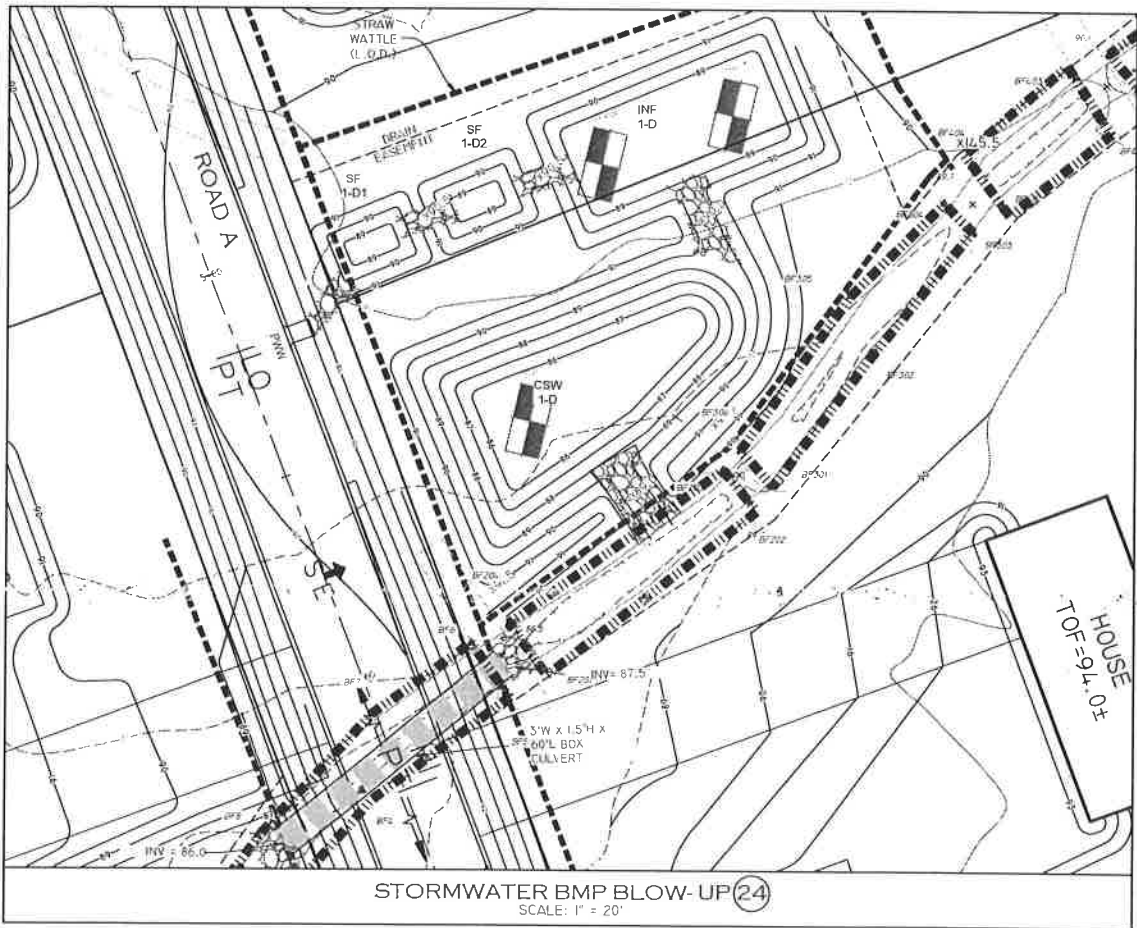
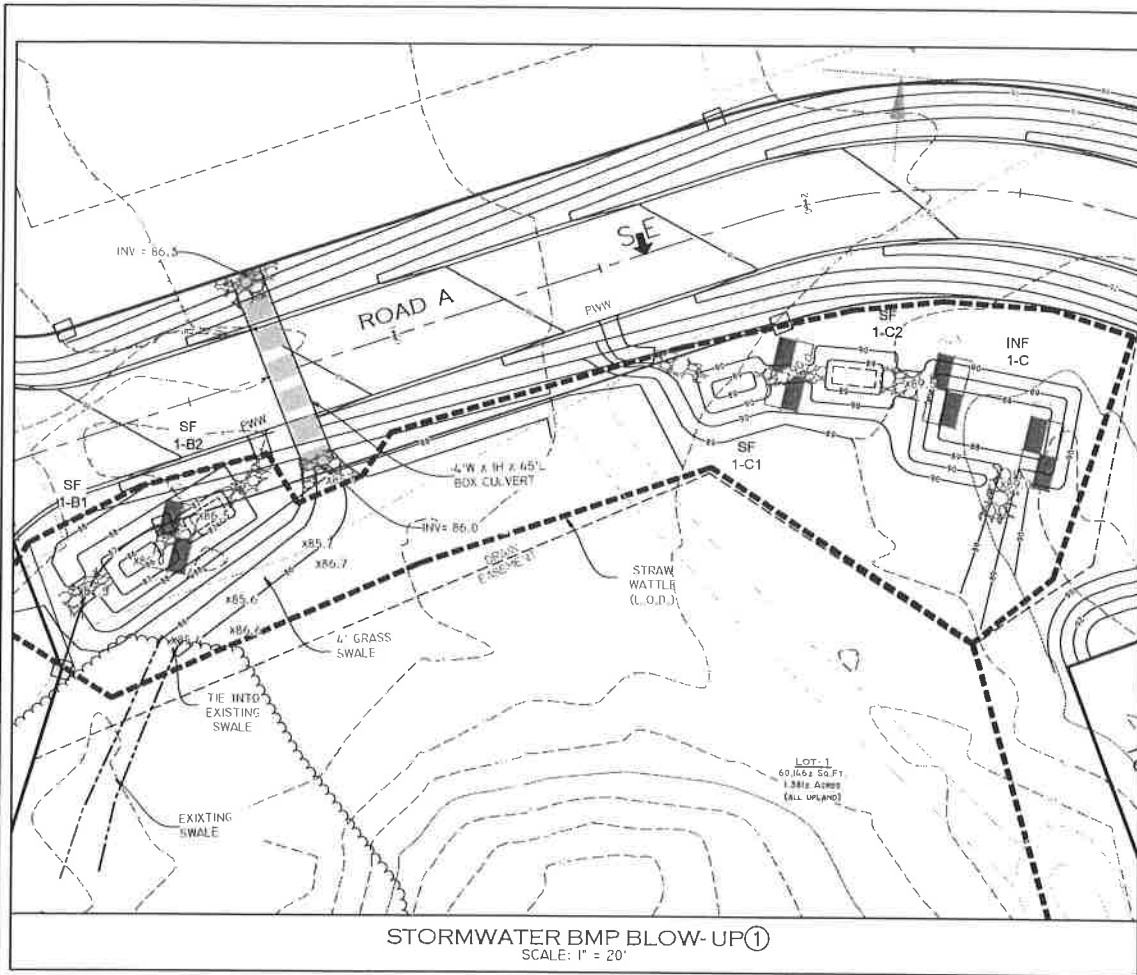
PROFESSIONAL SEAL

INSITE Engineering Services, LLC
PROFESSIONAL ENGINEERS | LAND SURVEYORS
Precision, Clarity, Certainty.

InSite Professional Complex, Suite 1
1539 Fall River Avenue Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
Web Address: InSiteEngineers.com

SHEET 12 OF 20

I:\99-062\Rehoboth_CountryClub\Subdivision Plans\199-062\Rehoboth Country Club - Definition_1-16-21_Submittal.dwg, 7/19/2021 10:42:10 AM, AutoCAD PLOT (High Quality Print) pcd



SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____ RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.
DATE: _____ TOWN CLERK, TOWN OF REHOBOTH.

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW

STORM WATER BMP BLOW-UP (1 OF 2)



PROFESSIONAL SEAL

REHOBOTH COUNTRY CLUB - THE FAIRWAYS¹
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 53

OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA. 02769

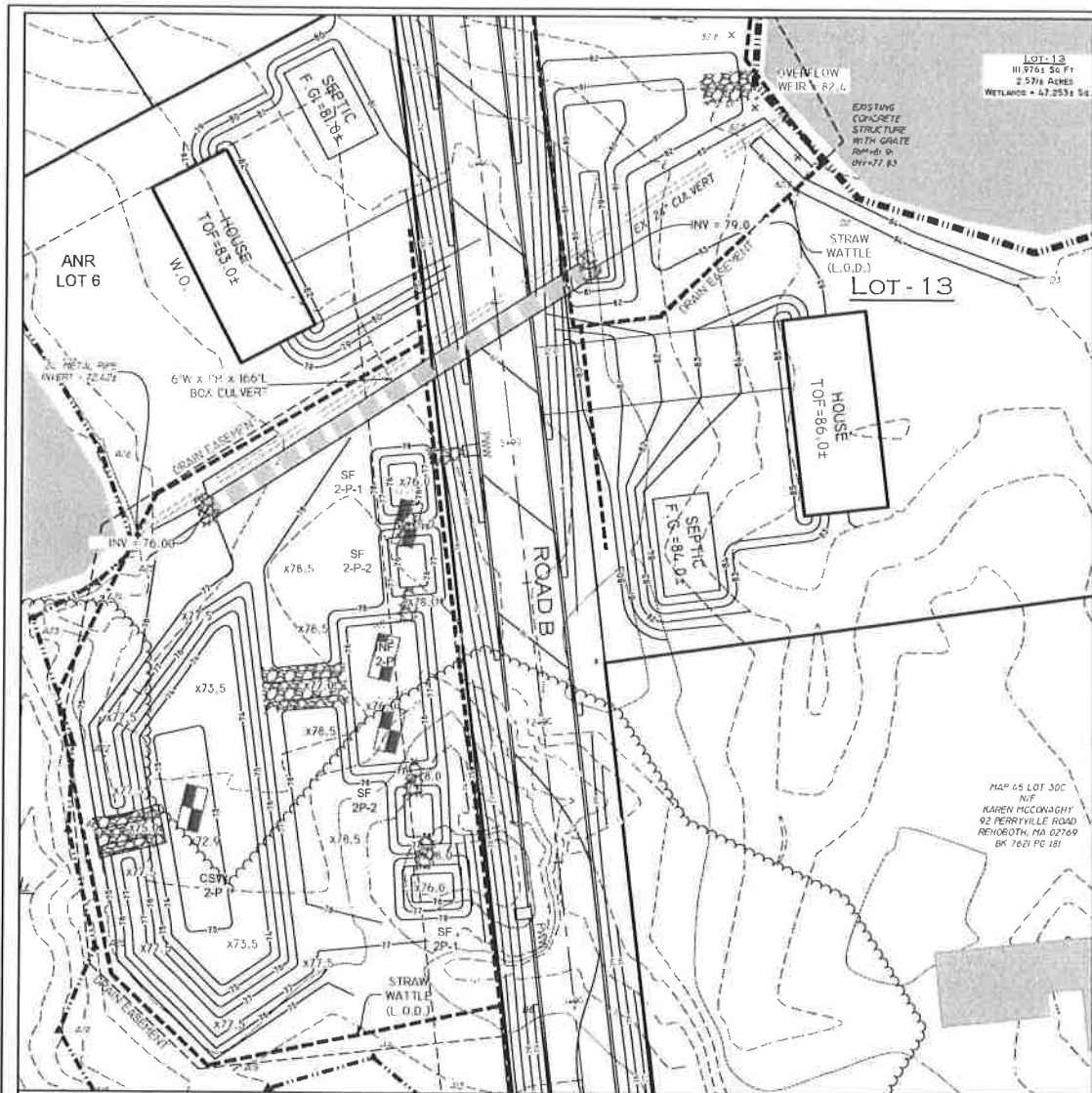
JOB # 99-062	SCALE: 1" = 20'	DRAWN BY: CEA	DATE: JULY 12, 2021
-----------------	--------------------	------------------	------------------------

REVISED:

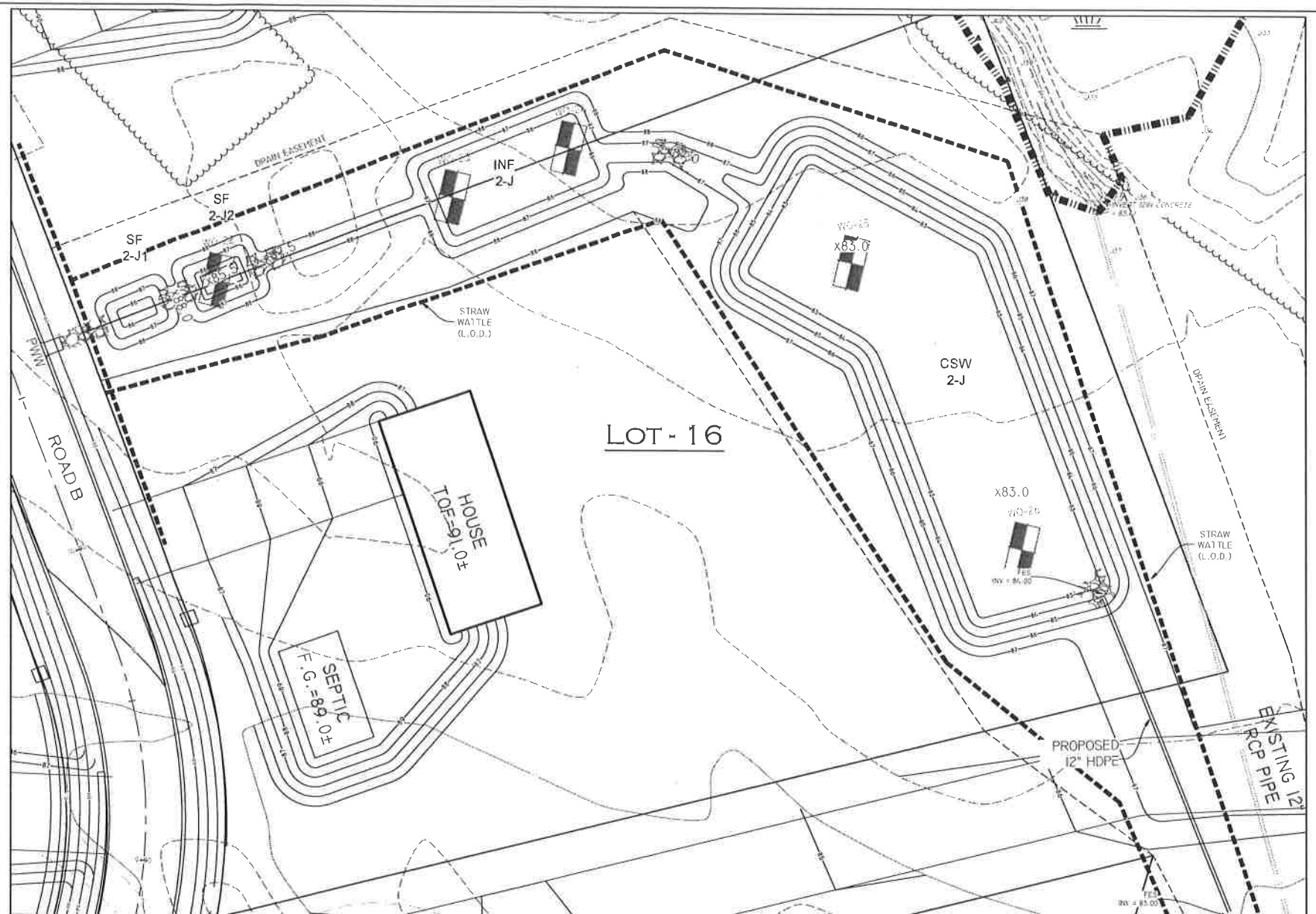
InSITE Engineering Services, LLC
PROFESSIONAL ENGINEERS | LAND SURVEYORS
Precision. Clarity. Certainty.

InSite Professional Complex, Suite 1
1539 Fall River Avenue, Seabrook, MA 02771
Phone: (508) 338-4500 Fax: (508) 338-4558
Web Address: InSiteEngineers.com

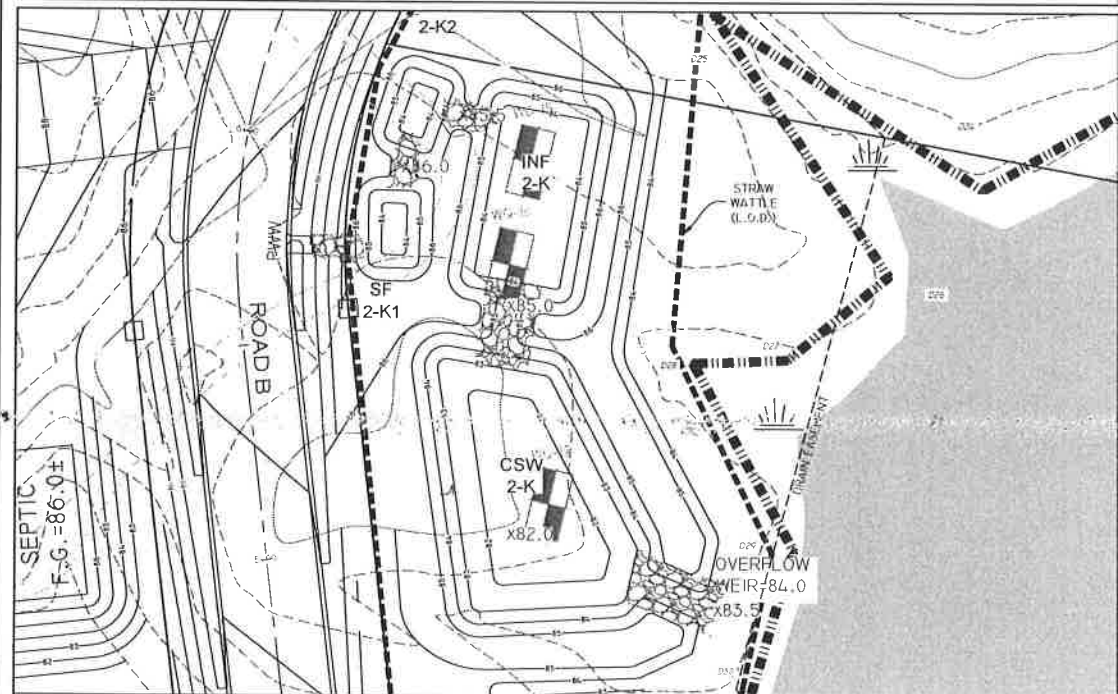
SHEET
14
OF 20



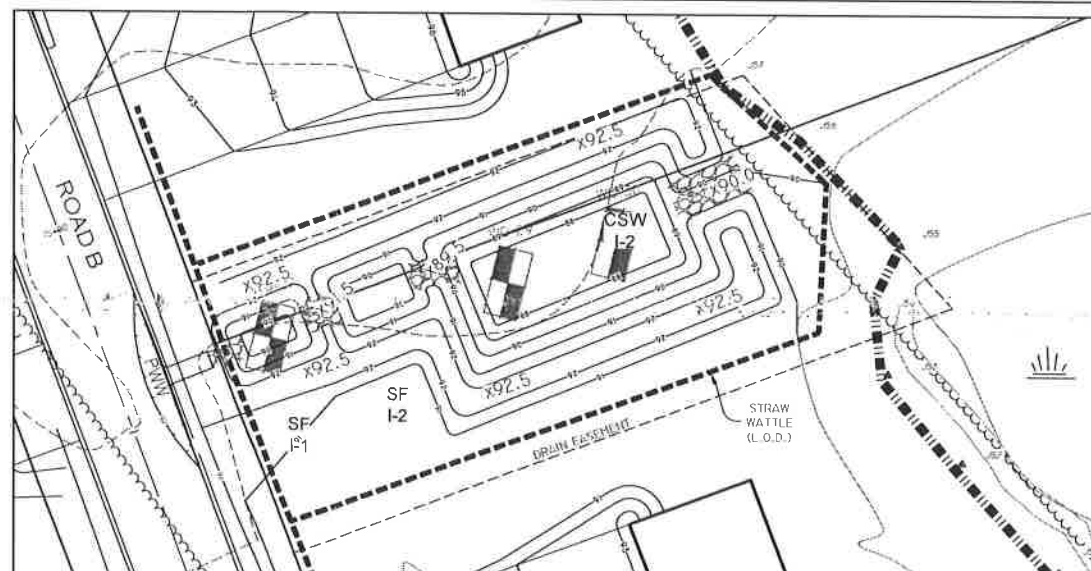
STORMWATER BMP BLOW-UP 6
SCALE: 1" = 30'



STORMWATER BMP BLOW-UP 16
SCALE: 1" = 20'



STORMWATER BMP BLOW-UP 13
SCALE: 1" = 20'



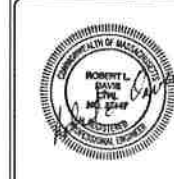
STORMWATER BMP BLOW-UP 18
SCALE: 1" = 20'

SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____ RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.
DATE: _____ TOWN CLERK, TOWN OF REHOBOTH

REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW

STORM WATER BMP BLOW-UP (2 OF 2)



PROFESSIONAL SEAL

REHOBOTH COUNTRY CLUB - THE FAIRWAYSTM
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 33

OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA, 02769

JOB # 99-062 SCALE: 1" = 20' DRAWN BY: CEA DATE: JULY 12, 2021

REVISED:

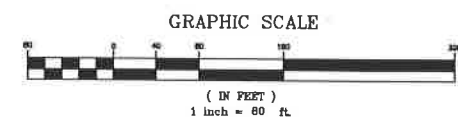
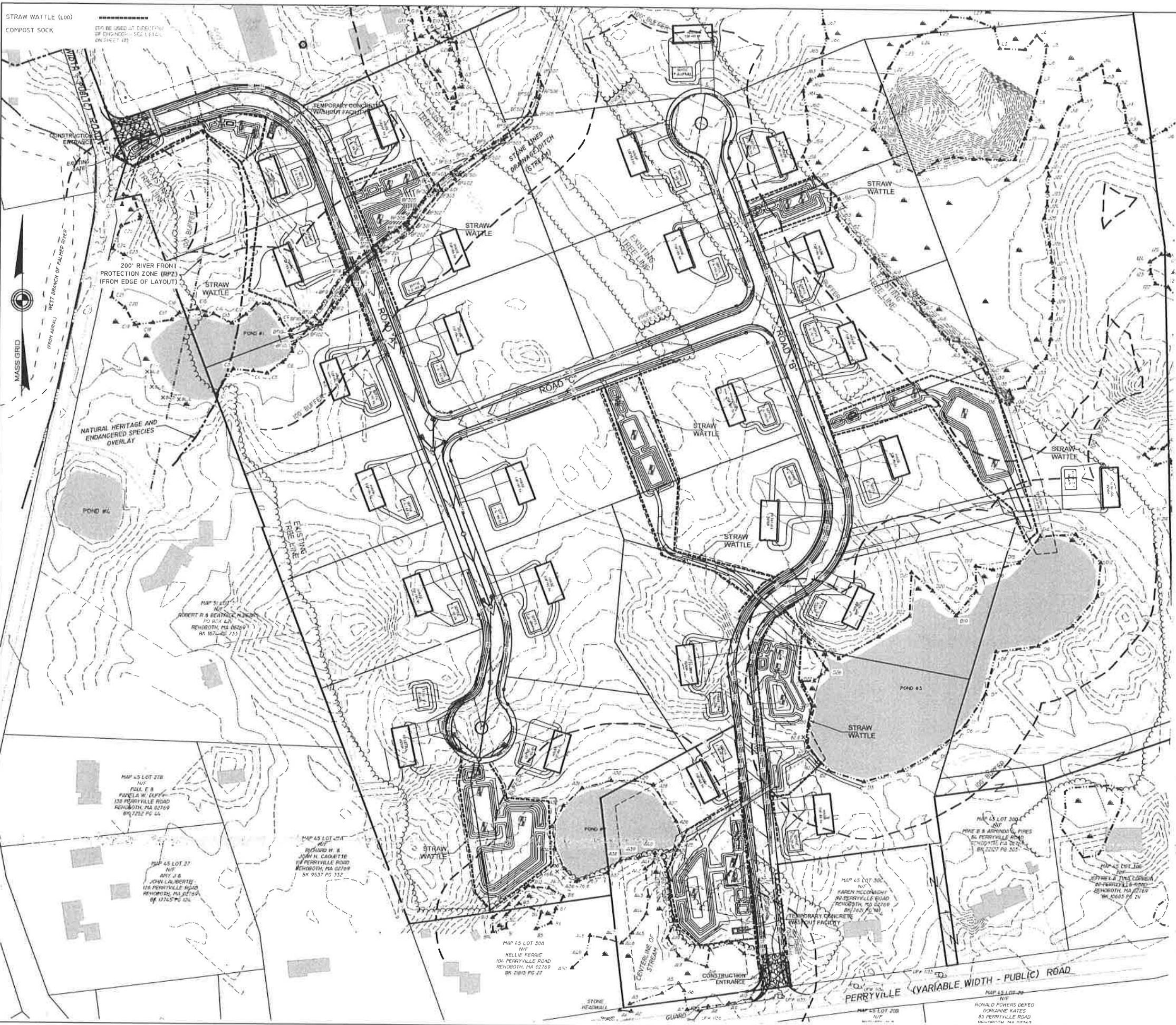


InSite Professional Complex, Suite 1
1539 Fall River Avenue Seabank, MA 02771
Phone: (508) 336-4500 Fax: (508) 338-4558
Web Address: InSiteEngineers.com

SHEET
15
OF 20

STRAW WATTLE (L00)
COMPOST SOCK

IT TO BE USED AT DISCRETION
OF ENGINEER - SEE DETAIL
ON SHEET 472



SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____ RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.

DATE: _____ TOWN CLERK, TOWN OF REHOBOTH
REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW

EROSION CONTROL PLAN			
REHOBOTH COUNTRY CLUB - THE FAIRWAYS SOUTHERLY PORTION OF PERRYVILLE ROAD REHOBOTH MASSACHUSETTS 02769 AP 51 - LOT 33			
BARNEY AVENUE DEVELOPMENT 71 FALL RIVER AVENUE, REHOBOTH, MA. 02769			
JOB # 99-062	SCALE: 1"=40'	DRAWN BY: CEA	DATE: JULY 12, 2021
REVISED:			

 PROFESSIONAL SEAL	 AnSITE Engineering Services, LLC PROFESSIONAL ENGINEERS LAND SURVEYORS Precision. Clarity. Certainty.	InSite Professional Complex, Suite 1 1539 Fall River Avenue Seekonk, MA 02771 Phone: (508) 336-4500 Fax: (508) 336-4558 Web Address: InSiteEngineers.com	SHEET 16 OF 20
		COPYRIGHT: INSITE ENGINEERING SERVICES	

100-002 Rehoboth CCV-040-Subdivision Part 1, 100-002 Rehoboth Country Club - Definition 2-1-21 Submittal 06/21/2021 10:42:33 AM, AutoCAD 2005 R19.0, Quality Print.plt

NOTES

CONSTRUCTION PROCEDURES AND SEQUENCING

THE ENGINEER SHALL HAVE THE SOLE RESPONSIBILITY FOR THE DESIGN IMPLEMENTATION. HE SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONTRACTORS AND SUBCONTRACTORS ARE AWARE OF THE PROVISIONS ON THE PLANS.

THE CONTRACTOR SHALL ORGANIZE SITE CONSTRUCTION IN A MANNER WHICH WILL ENSURE THE IMMEDIATE STABILIZATION OF SURFACES. PERIMETER CONTROLS EQUAL APPROVED PROJECT LIMITS.

PRIOR TO ANY CONSTRUCTION ON SITE, THE CONTRACTOR SHALL SETUP PRE-CONSTRUCTION MEETING WITH OWNER, ENGINEER, REHOBOTH, PLANNING AND DPW PERSONNEL.

FROM THE COMMENCEMENT OF CONSTRUCTION, A LINE STRAW WATTLES WILL BE PLACED AT ALL CONSTRUCTION TOE OF SLOPES IN THE AREA OF ROADWAY, PONDS, LANDSCAPED AREAS, AND ALONG PERIMETER OF PROJECT LIMIT OF DISTURBANCE WHERE INDICATED ON PROJECT PLANS.

RESERVE EROSION CONTROL DEVICES SHALL BE STOCKPILED ON SITE IN THE EVENT OF EMERGENCIES.

THE CONTRACTOR SHALL MAKE ALL NECESSARY PROVISIONS FOR THE PROPER STORAGE AND/OR REMOVAL OF DEBRIS ON SITE TO AVOID UNNECESSARY ACCUMULATION ON SITE.

IN STREAM CONTROLS SUCH AS HAY BALE CHECK DAMS SHALL BE ESTABLISHED PRIOR TO CONSTRUCTION.

PROTECTION OF THE INFILTRATION SURFACES (BENEATH AND ADJACENT TO THE RECHARGE SYSTEMS) FROM DEGRADATION BY CONSTRUCTION ACTIVITIES INCLUDE:

1. PROVIDE DEEP ROTOTILLING OF BASIN FLOOR IMMEDIATELY PRIOR TO SEEDING WITH NO SUBSEQUENT TRAFFIC ON SURFACE.
2. PREVENTION OF CONTAMINATION OF THE EXPOSED SUBGRADE BY CONSTRUCTION VEHICLES.
3. PREVENTION OF EXCESSIVE COMPACTION BY CONSTRUCTION VEHICLES.
4. PREVENTION OF THE DISCHARGE OF WATER FROM CONSTRUCTION DEWATERING ACTIVITIES INTO THESE FACILITIES.
5. PREVENTION OF DISCHARGE OF STORMWATER INTO THESE FACILITIES UNTIL THE CONTRIBUTING AREAS ARE STABILIZED, UNLESS SPECIFIC MEASURES ARE PROVIDED FOR PROTECTING AND RESTORING THE INFILTRATION SURFACE.

CONSTRUCTION INSPECTION

THE ENGINEER SHALL BE CALLED ON SITE DURING THE CONSTRUCTION OF THE INFILTRATION BASIN.

THE ENGINEER SHALL PERFORM FREQUENT INSPECTION OF THE STORMWATER SYSTEM DURING CONSTRUCTION, CLEANING AND MAINTENANCE AS WARRANTED. DURING ACTIVE CONSTRUCTION PERIODS, WEEKLY INSPECTION IS REQUIRED.

IF CONSTRUCTION IS SUSPENDED (E.G., OVER THE WINTER), THEN MONTHLY INSPECTIONS ARE REQUIRED. IN ADDITION, THE SYSTEM SHOULD BE CHECKED AFTER ANY SIGNIFICANT RAINFALL, TO INSURE IT IS FUNCTIONING CORRECTLY AND TO MONITOR SEDIMENT ACCUMULATION FROM THE DISTURBED AREAS OF THE SITE.

CLEARING

CONSIDERATION SHALL BE GIVEN TO PRESERVING SPECIMEN TREES. THE ENGINEER SHALL BE CONTACTED TO REVIEW DESIGN IMPACTS AND APPROVE METHOD OF TREE PRESERVATION.

BRUSH AND BRANCHES SHALL BE CHIPPED TO BE UTILIZED FOR WOOD MULCH WHERE FEASIBLE.

GRUBBING AND STRIPPING

SUITABLE TOPSOIL SHALL BE STRIPPED FROM THE AREAS TO BE GRADED AND STOCKPILED FOR SUBSEQUENT USE AND/OR FOR LANDSCAPE PURPOSES.

ROUGH GRADING

DURING GRADING, THE POTENTIAL FOR EROSION IS HIGH. DURING GRADING OPERATIONS, DISTURBED SLOPES WILL BE MULCHED AND VEGETATION ESTABLISHED TO PREVENT SEDIMENT EROSION TO THE SATISFACTION OF THE ENGINEER.

INDIVIDUAL HOMESITES

PRIOR TO ISSUANCE OF A BUILDING PERMIT, HOMEOWNER, DEVELOPER OR CONTRACTOR SHALL SUBMIT INDIVIDUAL SITE PLANS TO TOWN DEPICTING HOUSE, SEPTIC, GRADING AND EROSION CONTROL MEASURES.

GRADING OF SITE SHALL MIMIC SUBDIVISION PLAN.

OPERATION & MAINTENANCE PLAN

THIS PLAN SHOULD BE USED IN CONJUNCTION WITH SEPARATE OPERATIONS AND MAINTENANCE PLAN DOCUMENT FOR.

THIS PLAN SHOULD BE USED IN CONJUNCTION WITH SEPARATE STORMWATER POLLUTION PREVENTION PLAN DOCUMENT. THE MAINTENANCE AND UPKEEP OF THE PROPERTY WILL INCLUDE THE FOLLOWING ELEMENTS:

CONSTRUCTION VEHICLES SHALL BE LIMITED TO ONE ACCESS POINT ON PLAIN STREET WHERE A CRUSHED-STONE CONSTRUCTION PAD ENTRANCE SHALL BE INSTALLED IN THE AREA OF THE PERMANENT ROADWAY TO ENSURE THAT MUD AND DEBRIS ARE NOT TRACKED ONTO THE ROADWAY. IF MUD IS INADVERTENTLY TRACKED ONTO THE ROAD, IT SHOULD BE REMOVED PROMPTLY.

GENERAL MAINTENANCE OF EROSION CONTROL ELEMENTS INCLUDING REGRADING, RE-VEGETATION, REPLACING RIP RAP, ETC., ON AN AS NEEDED BASIS.

ALL STORMWATER MANAGEMENT SYSTEMS MUST HAVE AN OPERATION AND MAINTENANCE PLAN TO ENSURE THAT SYSTEMS FUNCTION AS DESIGNED.

ALL MAINTENANCE BYPRODUCTS INCLUDING GRASS, BRUSH, SEDIMENTATION, ETC. SHALL BE REMOVED AND DISPOSED OF PROPERLY.

THE OWNER WILL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM AND ALL OF ITS APPURTENANCES. THE FOLLOWING MAINTENANCE PROGRAM SHALL BE IMPLEMENTED:

A. SEDIMENT FOREBAY

1. FOREBAY SHALL BE INSPECTED MONTHLY.
2. SILT/SEDIMENT SHALL BE REMOVED FROM THE FOREBAY FOUR TIMES A YEAR OR IF DEEP OF SEDIMENT REACHES BETWEEN 3" TO 6". ALL SEDIMENTS SHALL BE HANDLED PROPERLY AND DISPOSED IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

B. INFILTRATION BASINS

1. PREVENTATIVE MAINTENANCE TWICE A YEAR
2. INSPECT TO ENSURE PROPER FUNCTIONING AFTER EVERY MAJOR STORM DURING FIRST 3 MONTHS OF OPERATION AND TWICE A YEAR THEREAFTER AND WHEN THERE ARE DISCHARGES THROUGH THE HIGH OUTLET ORIFICE.
3. MOW THE BUFFER AREA, SIDE SLOPES, AND BASIN BOTTOM IF GRASSED FLOOR; RAKE IF STONE BOTTOM. REMOVE TRASH AND DEBRIS. REMOVE GRASS CLIPPINGS AND ACCUMULATED ORGANIC MATTER TWICE A YEAR.
4. INSPECT AND CLEAN PRETREATMENT DEVICES EVERY OTHER MONTH RECOMMENDED AND AT LEAST TWICE PER YEAR.
5. THE BASE OF THE BASIN SHALL BE MONITORED FOR APPROPRIATE GROWTH. WOODY GROWTH SHALL BE CLEARED AS PART OF THE SEMI-ANNUAL MAINTENANCE PROGRAM.

C. CONSTRUCTED WETLAND

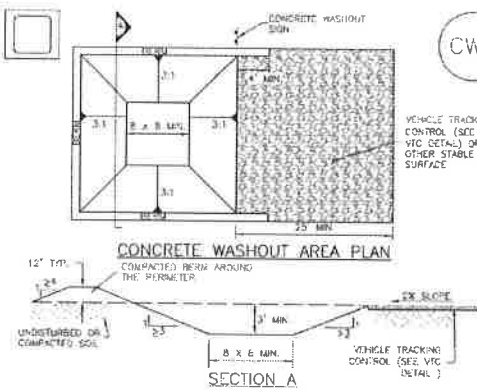
1. PREVENTATIVE MAINTENANCE TWICE A YEAR DURING BOTH GROWING AND NON-GROWING SEASONS.
2. INSPECT TO ENSURE PROPER FUNCTIONING AFTER EVERY MAJOR STORM DURING FIRST 3 MONTHS OF OPERATION AND TWICE A YEAR THEREAFTER AND WHEN THERE ARE SIGNIFICANT DISCHARGES THROUGH THE OUTLET.
3. NOTE AND RECORD DOMINANT WETLAND SPECIES AND SURVIVAL RATE, REPLACE WETLAND SPECIES AS NEEDED.
4. REMOVE INVASIVE WETLAND SPECIES.
5. REMOVE TRASH AND DEBRIS. REMOVE GRASS CLIPPINGS AND ACCUMULATED ORGANIC MATTER TWICE A YEAR.
6. INSPECT AND CLEAN PRETREATMENT DEVICES AS REQUIRED.
7. ACCUMULATED SEDIMENT SHALL BE REMOVED EVERY 10 YEARS.

EROSION & SEDIMENT CONTROL NOTES:

1. EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. GRAVEL CONSTRUCTION ENTRANCE WILL BE INSTALLED BEFORE CONSTRUCTION TRAFFIC INTO AND OUT OF PROJECT AREA BEGINS. STABILIZATION OF ALL REGRADED AND SOIL STOCKPILE AREAS WILL BE INITIATED AND MAINTAINED DURING ALL PHASES OF CONSTRUCTION.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN REGULATIONS. ALL EROSION CONTROL MEASURES ARE TO BE MAINTAINED AND UPGRADED AS REQUIRED TO ACHIEVE PROPER SEDIMENT CONTROL DURING CONSTRUCTION.
3. ADDITIONAL CONTROL MEASURES WILL BE INSTALLED DURING CONSTRUCTION PERIOD, IF DEEMED NECESSARY BY THE ENGINEER OR TOWN AGENCIES.
4. EACH HOUSE LOT SHALL BE REQUIRED TO MAINTAIN EROSION AND SEDIMENT CONTROLS DURING HOUSE CONSTRUCTION. ADDITIONAL MEASURES WILL BE REQUIRED TO PREVENT SEDIMENT DISCHARGE INTO THE STREET, INFILTRATION PONDS AND SWALES FROM THE INDIVIDUAL DEVELOPMENT OF EACH LOT.
5. SEEDING MIXTURE FOR FINISHED GRASSED AREAS WILL BE AS FOLLOWS:
KENTUCKY BLUE GRASS = 45
CREeping RED FESCUE = 45
PERENNIAL RYE GRASS = 10
SEED TO BE APPLIED AT A RATE OF 9 LBS / 1000 S.F. FERTILIZER SHALL BE APPLIED AT A RATE OF 2 LBS / 1000 S.F. PLANTING SEASON SHALL BE APRIL 1 TO OCTOBER 15. AFTER OCTOBER 15 AREAS NOT SEEDING SHALL BE STABILIZED WITH STRAW WATTLES, HAY BALE CHECK DAMS, FILTER FABRIC OR WOODEN MULCH AS REQUIRED TO CONTROL EROSION.
6. AREAS LEFT BARE BEFORE FINISH GRADING AND SEEDING IS ACHIEVED SHALL RECEIVE A TEMPORARY SEEDING OF PERENNIAL RYE GRASS APPLIED TO A RATE OF 2 LBS / 1000 S.F. AT A DEPTH OF 1/2" LIMESTONE (EQUIVALENT TO BE 50 % CALCIUM PLUS MAGNESIUM OXIDE) SHALL BE APPLIED AS SEEDBED PREPARATION AT A RATE OF 70 LBS / 1000 S.F. WHERE GRASS PREDOMINATES. FERTILIZE ACCORDING TO A SOIL TEST AT A MINIMUM APPLICATION RATE OF 1 LB OF NITROGEN PER 1000 S.F. AREAS TO BE LEFT BARE BEFORE FINISH GRADING AND SEEDING OUTSIDE OF PLANTING SEASONS SHALL RECEIVE AN AIR-DRIED WOOD CHIP MULCH, FREE OF COARSE MATTER, TREATED WITH 12 LBS NITROGEN PER TON, APPLIED AT A RATE OF 14.5-23.5 LBS / 1000 S.F.
7. CONTRACTOR SHALL BE ASSIGNED THE RESPONSIBILITY FOR IMPLEMENTING THIS EROSION AND SEDIMENT CONTROL PLAN. THIS RESPONSIBILITY INCLUDES THE INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN, AND NOTIFY THE PROPER TOWN AGENCY OF ANY TRANSFER OF THIS RESPONSIBILITY. THE OWNER SHALL BE RESPONSIBLE FOR CONVEYING A COPY OF THE EROSION AND SEDIMENT CONTROL PLAN IF THE TITLE TO THE LAND IS TRANSFERRED.
8. THE CONTRACTOR SHALL REQUEST THE TOWN ENGINEER TO INSPECT AND APPROVE THE INSTALLATION OF ALL EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION. PERIODIC INSPECTIONS OF EROSION CONTROL MEASURES MAY BE PERFORMED BY THE AGENT. THE CONTRACTOR SHALL REPAIR, UPGRADE OR REPAIR ANY MEASURES THE AGENT MAY FEEL ARE IN NEED OF SUCH.
9. STOCKPILES OF SOIL SHALL BE SURROUNDED BY A SEDIMENT BARRIER. SOIL STOCKPILES TO BE LEFT BARE FOR MORE THAN FIFTEEN (15) DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION OR MULCH. IF STOCKPILES ARE TO REMAIN FOR MORE THAN SIXTY (60) DAYS, FILTER FABRIC SHALL BE USED IN PLACE OF HAY BALES. SIDE SLOPES SHALL NOT EXCEED 2:1.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL DUST AND WIND EROSION THROUGHOUT THE LIFE OF HIS CONTRACT. DUST CONTROL SHALL INCLUDE BUT NOT LIMITED TO SPRINKLING WATER ON EXPOSED SOILS AND HAUL ROADS. CONTRACTOR SHALL CONTROL DUST TO PREVENT A HAZARD TO TRAFFIC ON ADJACENT ROADWAYS.
11. SEDIMENT SHALL BE REMOVED ONCE THE VOLUME REACHES 1/4 TO 1/2 THE HEIGHT OF THE SILT FENCE OR HAY BALE.
12. ALL STOCKPILES SHALL BE SURROUNDED BY SEDIMENT CONTROLS.
13. DISTURBED AREAS REMAINING IDLE FOR MORE THAN 14 DAYS SHALL BE STABILIZED.
14. ALL FACILITIES USED AS TEMPORARY MEASURES SHALL BE CLEANED PRIOR TO BEING PUT INTO FINAL OPERATION.
15. COMPOST SOCK OR APPROVED EQUAL TO BE PLACED AT ALL CRITICAL AREAS AT THE DIRECTION OF THE ENGINEER.
16. ALL STRAW WATTLES TO BE DETACHED AFTER CONSTRUCTION AND SPREAD ON SITE TO DECOMPOSE ORGANICALLY.

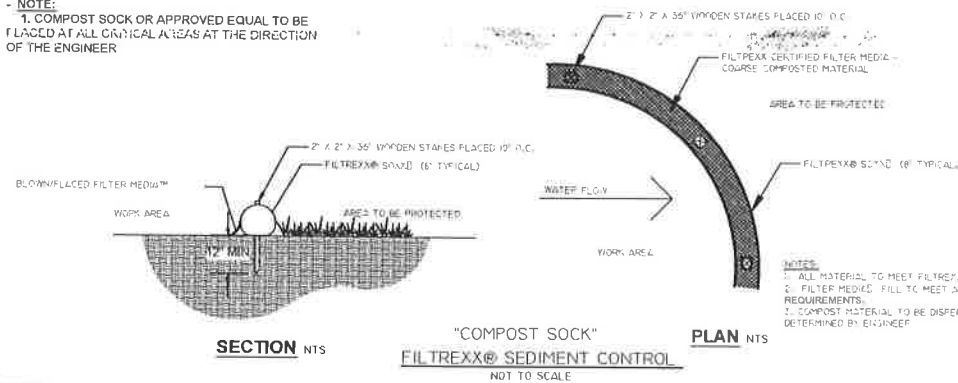
GENERAL NOTES:

1. SEE PLAN VIEW FOR CWA INSTALLATION LOCATION.
2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED.
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
4. CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8'x8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 5:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.
5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.
6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.
7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.



CWA-1 CONCRETE WASHOUT AREA
NOT TO SCALE

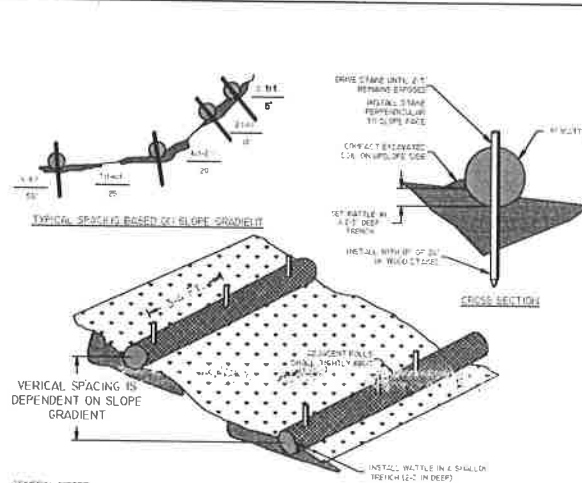
NOTE:
1. COMPOST SOCK OR APPROVED EQUAL TO BE PLACED AT ALL CRITICAL AREAS AT THE DIRECTION OF THE ENGINEER.



SECTION NTS

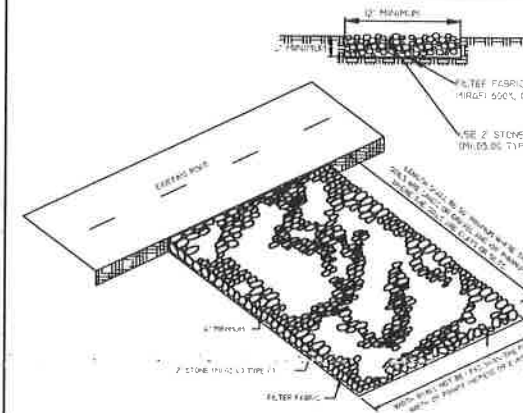
**"COMPOST SOCK"
FILTREXX® SEDIMENT CONTROL**
NOT TO SCALE

PLAN NTS



- GENERAL NOTES:**
1. BEGIN AT THE LOCATION WHERE WATTLE IS TO BE INSTALLED BY EXCAVATING 2'-2" DEEP X 4" WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED 1' FROM THE ADJACENT TRENCH.
 2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTACTS THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD TIGHTLY MEET.
 3. SECURE THE WATTLE WITH 1/2" STAPLES EVERY 24" AND WITH STAPLES ON EACH END. STAPLES SHOULD BE DRIVEN THROUGH THE MIDDLE OF ONE OF THE WATTLE LEAVES AT LEAST 2-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAPLES SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.
 4. CONTRACTOR IS RESPONSIBLE TO MAINTAIN INTEGRITY OF STRAW WATTLE FOR DURATION OF CONSTRUCTION.
 5. EROSION CONTROLS TO REMAIN UNTIL SOIL CONDITIONS STABILIZE.
 6. LOOSE MULCH TO BE SPREAD ON AREAS OF EXPOSED LOAM A SEED UNTIL GERMINATION AND STABILIZATION OCCURS.

STRAW WATTLE (OR SILT SOCK) DETAIL
NOT TO SCALE



INSTALLATION

THE AREA OF THE ENTRANCE SHALL BE CLEARED OF ALL VEGETATION, POOTS, AND OTHER OBJECTIONABLE MATERIAL. THE STONE SHALL BE PLACED TO THE SPECIFIED DIMENSIONS, AS NOTED ABOVE.

MAINTENANCE

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OF FLOWING OF SEDIMENTS ON TO PUBLIC RIGHTS-OF-WAYS THIS WILL REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR ADDITIONAL LENGTH AS CONDITIONS DEMAND. REPAIR AND TOP DRESSING OF ANY MEASURES USED TO TRAP SEDIMENT, ALL SEDIMENT FILLED, DRAINED WASHED OR TRACKED ON TO PUBLIC PLANT-OF-WAYS MUST BE REMOVED IMMEDIATELY.

LOCATION

SEE GENERAL S. LOCATION PLAN FOR LOCATION OF CONSTRUCTION ENTRANCE.

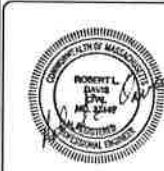
CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE

SUBJECT TO A COVENANT DULY EXECUTED DATED THE _____ DAY OF _____, RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITHTH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.

DATE: _____ TOWN CLERK, TOWN OF REHOBOTH
REHOBOTH PLANNING BOARD
APPROVED UNDER SUBDIVISION CONTROL LAW

EROSION CONTROL NOTES



"REHOBOTH COUNTRY CLUB - THE FAIRWAYS"
SOUTHERLY PORTION OF PERRYVILLE ROAD
REHOBOTH MASSACHUSETTS 02769
AP 51 - LOT 33

OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT
71 FALL RIVER AVENUE, REHOBOTH, MA 02769

JOB # 99-062 SCALE: NOT TO SCALE DRAWN BY: CEA DATE: JULY 12, 2021

REVISED:

PROFESSIONAL SEAL

InSITE Engineering Services, LLC
PROFESSIONAL ENGINEERS | LAND SURVEYORS
Precision. Clarity. Certainty.
InSite Professional Complex, Suite 1
1539 Fall River Avenue Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4556
Web Address: InSiteEngineers.com

SHEET
17
OF 20

LOT 1

Observation hole logs for Lot 1 (Holes 1-1 to 1-4). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 6

Observation hole logs for Lot 6 (Holes 1-6 to 4-6). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 2

Observation hole logs for Lot 2 (Holes 2-1 to 2-4). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 7

Observation hole logs for Lot 7 (Holes 1-7 to 4-7). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 3

Observation hole logs for Lot 3 (Holes 1-3 to 4-3). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 8

Observation hole logs for Lot 8 (Holes 1-8 to 4-8). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 4

Observation hole logs for Lot 4 (Holes 1-4 to 4-4). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 9

Observation hole logs for Lot 9 (Holes 1-9 to 4-9). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 5

Observation hole logs for Lot 5 (Holes 1-5 to 4-5). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 10

Observation hole logs for Lot 10 (Holes 10-1 to 10-4). Each log includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

SUBJECT TO A COVENANT DULY EXECUTED DATED THE ... DAY OF ... RUNNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED ... FILED WITH THE REHOBOTH TOWN CLERK ON ... AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD.

TOWN CLERK, TOWN OF REHOBOTH

REHOBOTH PLANNING BOARD APPROVED UNDER SUBDIVISION CONTROL LAW

SOIL LOG SHEET (1 OF 3)

Project information form including: REHOBOTH COUNTRY CLUB - THE FAIRWAYS, SOUTHERLY PORTION OF PERRYVILLE ROAD, REHOBOTH MASSACHUSETTS 02769, AP 51 - LOT 33, OWNER/APPLICANT: BARNEY AVENUE DEVELOPMENT, 71 FALL RIVER AVENUE, REHOBOTH, MA, 02769, JOB # 99-062, SCALE: NTS, DRAWN BY: CEA, DATE: JULY 12, 2021, REVISIONS.

Professional seal for InSite Engineering Services, LLC, 1539 Fall River Avenue Seekonk, MA 02771, Phone: (508) 336-4500 Fax: (508) 336-4598, Web Address: InSiteEngineers.com. SHEET 18 OF 20.

LOT 11

Observation hole data for Lot 11, including Observation Holes 11-1, 11-2, 11-3, and 11-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 16

Observation hole data for Lot 16, including Observation Holes 16-1, 16-2, 16-3, and 16-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 12

Observation hole data for Lot 12, including Observation Holes 12-1, 12-2, 12-3, and 12-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 17

Observation hole data for Lot 17, including Observation Holes 17-1, 17-2, 17-3, and 17-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 13

Observation hole data for Lot 13, including Observation Holes 13-1, 13-2, 13-3, and 13-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 18

Observation hole data for Lot 18, including Observation Holes 18-1, 18-2, 18-3, and 18-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 14

Observation hole data for Lot 14, including Observation Holes 14-1, 14-2, 14-3, and 14-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 19

Observation hole data for Lot 19, including Observation Holes 19-1, 19-2, 19-3, and 19-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 15

Observation hole data for Lot 15, including Observation Holes 15-1, 15-2, 15-3, and 15-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

LOT 20

Observation hole data for Lot 20, including Observation Holes 20-1, 20-2, 20-3, and 20-4. Each entry includes depth, horizon, texture, color, mottling, and other details, along with standing water and weeping information.

SUBJECT TO A COVENANT DULY EXECUTED DATED THE ____ DAY OF _____ PLANNING WITH THE LAND, TO BE DULY RECORDED BY OR FOR THE OWNER OF RECORD. THIS PLAN IS SUBJECT TO ALL CONDITIONS OF THE REHOBOTH PLANNING BOARD CERTIFICATE OF ACTION DATED _____ FILED WITH THE REHOBOTH TOWN CLERK ON _____ AND HEREWITH RECORDED AS A PART OF THIS PLAN.

I HEREBY CERTIFY THAT THERE HAS BEEN NO APPEAL TAKEN TO THIS PLANNING BOARD ACTION DURING THE 20 DAY STATUTORY APPEAL PERIOD. DATE: _____

TOWN CLERK, TOWN OF REHOBOTH _____

REHOBOTH PLANNING BOARD APPROVED UNDER SUBDIVISION CONTROL LAW

SOIL LOG SHEET (2 OF 3)

REHOBOTH COUNTRY CLUB - THE FAIRWAYS SOIL LOG SHEET. Includes fields for Owner/Applicant (Barney Avenue Development), Job # (99-062), Scale (NTS), Drawn By (CEA), Date (July 12, 2021), and Revised.

INSITE Engineering Services, LLC logo and contact information: 1539 Fall River Avenue Seekonk, MA 02771. Phone: (508) 336-4500 Fax: (508) 336-4558. Web Address: insiteengineers.com. SHEET 19 OF 20.

8/9/21

NEW BUSINESS:

Action Item (6): Vote to Approve One-Day Liquor Licenses for Terrydiddle Farm Club, LLC and Rehoboth Lions Club, See attached for details

Background: Our office received two One-Day Liquor License Applications that need approval.

Motion: to Approve One Day Liquor Licenses for Terrydiddle Farm Club, LLC, 33 Chestnut Street, effective 8/14/2021 from 4-10pm, with transportation of liquor on 8/13/2021 and 8/15/2021.

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

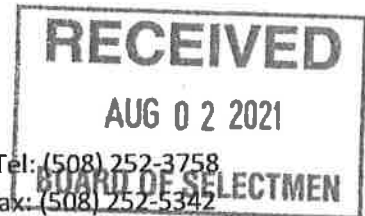
Discussion:

Motion: to Approve One Day Liquor Licenses for the Rehoboth Lions Club, 98 Danforth Street, effective 8/27/2021 from 5-12 pm (midnight), with transportation of liquor on 8/26/2021 and 8/28/2021.

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:

Office of
SELECTMEN
148 Peck Street
Rehoboth, MA 02769



Rehoboth Board
convention and

APPLICATION FOR SPECIAL ONE DAY LIQUOR LICENSE

TODAY'S DATE: 8-2-21

FEE: \$25.00 PER DATE

will not necessarily

MANAGER OR RESPONSIBLE PERSON TO WHO LICENSE WILL BE ISSUED IN NAME OF:

JAMES CRANDALL CHAIR

NAME OF CORPORATION, if applicable: REHOBOTH LIONS CLUB

ADDRESS OF LICENSEE: 98 DANFORTH ST REHOBOTH MA

DAYTIME TEL #: 508 252 6878

EFFECTIVE DATE(S) OF LICENSE: FRIDAY AUG 27 21

REQUEST HOURS OF SALE: 5:00 PM - 12:00 PM

TYPE OF EVENT (i.e. wedding, graduation, retirement, etc.): FUND RAISING CIGAR NT.

NUMBER OF GUESTS: 120

MAIL LICENSE TO: 98 DANFORTH REHO MA

LICENSE IS FOR THE SALE OF:

LICENSED ACTIVITY/ENTERPRISES IS:

- ALL ALCOHOLIC BEVERAGES
- WINE & MALT BEVERAGES
- WINE ONLY
- MALT BEVERAGES ONLY

- FOR PROFIT:
- NON-PROFIT:

IS THE LICENSE FOR A DINING HALL MAINTAINED BY AN INCORPORATED EDUCATIONAL INSTITUTION AUTHORIZED TO GRANT DEGREES? NO

PURSUANT TO M.G.L. CH 62C, SEC. 49A, I CERTIFY THAT 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.

FID # OR SOCIAL SECURITY #

SIGNATURE OF APPLICANT

AND IF APPLICABLE, CORPORATION NAME:

Office of
SELECTMEN
148R Peck Street
Rehoboth, MA 02769



Tel.: (508) 252-3758
Fax: (508) 252-5342

NOTICE OF APPROVAL OF SPECIAL LICENSE

The local Licensing Authorities of the Town of Rehoboth have approved, pursuant to the provisions of the Massachusetts General Laws, Chapter 138, Section 14, issuance of a Special License as described herein:

LICENSE NUMBER: **21-09L** FEE: \$25.00 PER DATE TOTAL: \$25.00

DATE OF LOCAL AUTHORITY APPROVAL: **August 9, 2021**

NAME OF LICENSEE: **Rehoboth Lions Club**
ADDRESS OF LICENSED PREMISES: **98 Danforth Street, Rehoboth, MA 02769**

EFFECTIVE DATE(S) OF LICENSE: **8/27/2021, for a Cigar Night Fundraiser**

Transportation of Alcohol: **8/26/2021 and 8/28/2021**

AUTHORIZED HOURS OF SALE: **5:00pm to 12:00pm**

LICENSE IS FOR THE SALE OF:

- a. ALL ALCOHOLIC BEVERAGES
b. WINE & MALT BEVERAGES
c. WINE ONLY
d. MALT BEVERAGES ONLY

LICENSED ACTIVITY/ENTERPRISE IS:

- FOR PROFIT
NON-PROFIT

WITNESS OUR HAND THIS 9th DAY OF AUGUST 2021

Frederick E. Vadnais, Jr., Chairman

David A. Perry, Vice Chairman

James Muri, Clerk

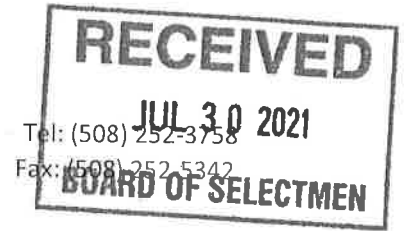
George Solas, Member

Michael Deignan, Member

Cc:
___ Police Dept
___ Fire Dept
___ Inspector of Buildings
___ BOH
___ ABCC
___ Other _____

REHOBOTH BOARD OF SELECTMEN

SELECTMEN OFFICE
148 PECK STREET
Rehoboth, MA 02769



APPLICATION FOR SPECIAL ONE DAY LIQUOR LICENSE

TODAY'S DATE: 30 July 2021 EVENT DATE(S): 14 Aug 2021 FEE: \$25.00 PER DATE

MANAGER OR RESPONSIBLE PERSON TO WHO LICENSE WILL BE ISSUED IN NAME OF:
Lissa J. Trott Terrydiddle Farm Club LLC

NAME OF CORPORATION, if applicable: Terrydiddle Farm Club LLC

ADDRESS OF LICENSEE: 33 Chestnut St Rehoboth Ma

DAYTIME TEL #: 508 813 2240

VENUE ADDRESS: 33 Chestnut St Rehoboth Ma

EFFECTIVE DATE(S) OF LICENSE: _____

REQUEST HOURS OF SALE: 4pm - 10pm 4 hrs

TYPE OF EVENT (i.e. wedding, graduation, retirement, etc.): H.S. Reunion

NUMBER OF GUESTS: 30

MAIL LICENSE TO: Lissa Trott Terrydiddle Farm 33 Chestnut St

LICENSE IS FOR THE SALE OF:

LICENSED ACTIVITY/ENTERPRISES IS:

- ALL ALCOHOLIC BEVERAGES
- WINE & MALT BEVERAGES
- WINE ONLY
- MALT BEVERAGES ONLY

- FOR PROFIT:
- NON-PROFIT:

IS THE LICENSE FOR A DINING HALL MAINTAINED BY AN INCORPORATED EDUCATIONAL INSTITUTION AUTHORIZED TO GRANT DEGREES? NO

PURSUANT TO M.G.L. CH 62C, SEC. 49A, I CERTIFY THAT 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.



Daryl J. Trott
SIGNATURE OF APPLICANT

AND IF APPLICABLE, CORPORATION NAME:

Office of
SELECTMEN
148R Peck Street
Rehoboth, MA 02769



Tel.: (508) 252-3758
Fax: (508) 252-5342

NOTICE OF APPROVAL OF SPECIAL LICENSE

The local Licensing Authorities of the Town of Rehoboth have approved, pursuant to the provisions of the Massachusetts General Laws, Chapter 138, Section 14, issuance of a Special License as described herein:

LICENSE NUMBER: **21-08L** FEE: \$25.00 PER DATE TOTAL: \$25.00

DATE OF LOCAL AUTHORITY APPROVAL: **August 9, 2021**

NAME OF LICENSEE: **Terrydiddle Farm Club LLC**
ADDRESS OF LICENSED PREMISES: **33 Chestnut Street, Rehoboth, MA 02769**

EFFECTIVE DATE(S) OF LICENSE: **8/14/2021, for a High School Reunion**

Transportation of Alcohol: **8/13/2021 and 8/15/2021**

AUTHORIZED HOURS OF SALE: **4:00pm to 10:00pm**

LICENSE IS FOR THE SALE OF:

- a. ALL ALCOHOLIC BEVERAGES
- b. WINE & MALT BEVERAGES
- c. WINE ONLY
- d. MALT BEVERAGES ONLY

LICENSED ACTIVITY/ENTERPRISE IS:

- FOR PROFIT
- NON-PROFIT

WITNESS OUR HAND THIS 9th DAY OF AUGUST 2021

Frederick E. Vadnais, Jr., Chairman

David A. Perry, Vice Chairman

James Muri, Clerk

George Solas, Member

Michael Deignan, Member

Cc:
___ Police Dept
___ Fire Dept
___ Inspector of Buildings
___ BOH
___ ABCC
___ Other _____

REHOBOTH BOARD OF SELECTMEN

8/9/21

NEW BUSINESS:

Action Item (7): Vote to Approve Home Commercial and Security contract for Lease of Motion Units-See attached for details

Background: Dave will speak to this contract. Derek was going to touch base with Dave regarding the purchase of equipment vs. leasing the equipment.

Motion: To approve the contract with Home Commercial & Security for Francis Farm Motion Units-\$800 monthly leasing fee.

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:

COMMERCIAL PROPOSAL/AGREEMENT

This Agreement is made this 30th day of July, 2021, by and between Home and Commercial Security, Inc. ("Company") and Rehoboth Town Offices Rear - 148R Peck Street - Rehoboth, MA 02769 ("Subscriber").

Subscriber is sometimes referred to herein as "you" or "your" and Company is sometimes referred to herein as "we," "us" or "our".

Location of Subscriber's premises: Rehoboth Town Buildings - 151R County Street ("Premises") Rehoboth, MA 02769

Subject to the terms and conditions hereinafter set forth, Company agrees to (check all that apply):
 sell lease takeover your equipment and provide installation (as needed) repair service per call repair service,
 monitoring services and remote programming services. See first attached addendums - see building addendum
(collectively, "Services") for a residential signaling system ("System"), consisting of the equipment specified on the attached Rider which is incorporated herein by reference. Note: You acknowledge and agree that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) you have voluntarily elected to accept the System based on your personal reasons, cost, life style, pets, Premises environment and conditions, etc., (iii) your local municipality may require that you obtain a license or permit for the installation, use or monitoring of the System and that you are solely responsible for determining and complying with such obligations and providing Company with the then current license or permit number(s), and (iv) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility.

1. Installation Charges. You agree to pay Company the sum of \$, plus tax, if applicable, for the installation (and sale if System sold as checked above) of the System as follows:

- \$ Upon signing this Agreement;
 - \$ Upon prewiring, if necessary;
 - \$ Upon substantial completion of installation
- All equipment is leased*

by electronic funds transfer ("EFT") cash, check or money order credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above. Bank account number: Routing Number Account Number . If credit card is checked, you authorize payments due as stated above to be remitted through your credit card account indicated below. Select one only: VISA Master Card Discover Amex with Expiration Date Account Number:

2. Monthly Charges. You agree to pay Company the sum of \$ 800.00, plus tax, if applicable, per month for Services prepaid checked, you authorize periodic debits to your bank account for Services. Bank account number: Routing Number Account Number . If credit card is checked, you authorize payments due as stated above to be remitted through your credit card account indicated below: \$800.00 monthly

Select one only: VISA Master Card Discover Amex with Expiration Date Account Number:
You agree that if you cancel any credit card authorization or EFT authorization, or payment is denied, refused or otherwise dishonored, or you otherwise do not pay the Services fee when due, that we may suspend or terminate all services, terminate this Agreement and bill you for all amounts due under this Agreement.

3. Start and Completion Dates; Term. Estimated start date: August 2021 estimated completion date: (Dates do not have to be strictly complied with). This Agreement shall continue for a period of five (5) years: one (1) month

4. Renewal. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon any expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term.

5. DISCLAIMER/LIMITATION OF LIABILITY. SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS:
(I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY "REPRESENTATIVES") IS AN INSURER. (II) YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT. (III) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY. AND (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ITS OR THEIR ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM. TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING FACILITY.
SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ITS OR THEIR ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, PRODUCT OR STRICT LIABILITY, BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, ALL SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES.
IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

6. Increase in Charges. Company shall have the right to increase periodic charges at any time or times after the expiration of one year from the date of this Agreement upon giving you written notice thirty (30) days in advance of the effective date of such change. If you are unwilling to pay any revised charge, you must notify Company in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the change unless Company rescinds the change, and thereafter Company may elect to resume the charge of the previous term; thereby binding you to the full term of this Agreement. The time periods in this paragraph must be strictly complied with.

7. Communications Equipment and Services. Subscriber understands and acknowledges as follows: (i) the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, cable system or some form of wireless communications (e.g., cellular or another form of radio transmission); (ii) some or all of these communications equipment or services may access or incorporate the Internet, a local area network or some other form of computer network to transmit or retrieve data; (iii) for data transmitted by a telephone network, there are various types of telephone line service including, without limitation, a Company-owned or operated network facility, direct wire, derived channel, multiplex, DSL, T1, ISDN and various other forms of service; (iv) for data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference); atmospheric conditions, static, transmission system operation, etc.; and (v) for data transmitted or received via the Internet or by any form of computer network, the System's ability to transmit or receive data shall be dependent upon the Internet or computer network. Accordingly, Subscriber understands, acknowledges and agrees that (a) the System is not infallible and the transmission and receipt of data from the System regardless of the communications equipment or service used may be interrupted, circumvented or otherwise compromised, and (b) immediately after the installation, modification or repair of DSL or other broadband services, you must test the System's data transmission with the monitoring facility.

8. Transmission of Data. Subscriber understands and acknowledges as follows: (i) the System including, without limitation,

8. **Transmission of Data.** Subscriber understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), or the loss of a telephone line or dial tone (either because the line is cut or otherwise), there will be no indication of such interruption at the monitoring facility unless Subscriber elects to use any available form of technology designed to detect and report such an interruption at additional cost; (iii) if the communications equipment or service is incompatible, inoperative or interrupted, no signal will be received at the monitoring facility; (iv) the use of DSL or other broadband telephone service may prevent the System from transmitting data to the monitoring facility or interfere with the telephone line-seizure feature of the System (DSL or other broadband telephone service should be installed on a telephone number that is not used for System data transmission); and (v) Subscriber may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost.

9. **Release of Insured Losses.** You hereby release Company and Representatives for all losses, damages and expenses (i) covered by your insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by your insurance, and (iv) due to under insurance.

10. **Waiver of Subrogation.** You hereby waive any rights your insurance company may have to be reimbursed by Company or Representatives for money paid to you or on your behalf.

11. **INDEMNIFICATION. IF ANYONE OTHER THAN YOU, INCLUDING, WITHOUT LIMITATION, YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING STATION FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, YOU AGREE (A) THAT COMPANY AND REPRESENTATIVES SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO APPOINT ITS OR THEIR LEGAL COUNSEL TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM, AND (B) TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.**

THIS PARAGRAPH SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE OCCURRING WHILE COMPANY'S EMPLOYEE IS ON THE PREMISES AND SUCH LOSS OR DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF THE COMPANY'S EMPLOYEE, PROVIDED, HOWEVER, THAT THIS EXCEPTION SHALL BE LIMITED TO THE AMOUNT OF PROCEEDS RECEIVED FROM COMPANY'S INSURANCE POLICY(IES) APPLICABLE TO THE CLAIM OR ACTION FOR SUCH LOSS OR DAMAGE.

12. **Installation and Service.** You acknowledge and agree that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is your obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses for personal injury, including death, or to real or personal property.]

13. **Delays in Installation.** Company makes no promise of delivery and installation of equipment or commencement of Services by any particular date.

14. **Title.** Title to the alarm communicator transmitter (panel) shall remain at all times in Company. Title to all equipment and material shall remain at all times in Company until fully paid.

15. **Compatibility of Alarm Communicator Transmitter ("Panel").** Subscriber understands and agrees that the Panel may be proprietary to Company and that it may not be compatible with digital alarm communicator receiving equipment at other monitoring facilities.

16. **Suspension of Service, Shut Down, Lock-Out or Removal of System.** You understand and agree that Company may, in its sole and absolute discretion, electronically lock out the digital alarm communicator transmitter ("Panel") permanently in order to limit access to the Panel to Company only. Should you default hereunder, or upon termination of monitoring services for any reason, or if the System becomes a "runaway" system, or the System excessively signals Company's monitoring station without apparent reason, you authorize and empower Company to, without limitation, do any one or more of the following: remove the System from the Premises (if installation and sale price not fully paid), disconnect the System, shut-down the Panel and/or the System and/or render some or all of the equipment incapable of signaling locally or communicating with any monitoring station, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights.

17. **Damages.** If you fail or refuse to cooperate or if you prevent Company from exercising its rights pursuant to the previous paragraph, you shall pay to Company the sum of One (\$1.00) Dollar for each individual signal from the Premises received by the monitoring facility, as agreed upon damages and not as a penalty, plus all actual attorneys' fees and court costs incurred by Company as a party in any action arising out of or from or related to the previous paragraph or this paragraph.

18. **No Obligation to Redecorate.** Company shall be in no way obligated to repair, restore, or redecorate the Premises in the event the System is removed from the Premises.

19. **Risk of Loss.** Risk of loss or damage to the material and equipment shall pass to you upon delivery to the Premises.

20. **Subscriber's Duties and Responsibilities.** It is your sole responsibility to (i) confirm that your telephone equipment is compatible with the System, especially when there are changes to the telephone equipment or services rendered to you by the telephone company, i.e., call waiting, answering machines, digital service line (DSL), etc., and (ii) test the System periodically, at least monthly and whenever changes are made to telephone service for the Premises. Any claimed inadequacy or failure of the System shall be immediately reported to Company for repair service.

21. **Third Party Charges.** Unless Company agrees otherwise in writing, you shall pay all charges made by any (i) telephone company for (a) labor and equipment necessary to connect the System to the telephone network, (b) telephone call charges to any governmental agency, or (c) transmission of signals or voice to the monitoring station, or (ii) municipality for receipt of communications from Company or dispatch of police, fire or medical personnel to the Premises.

22. **False Alarms.** In the event the System is activated for any reason whatsoever, you shall (i) pay, without any right to be reimbursed by Company, or (ii) reimburse Company for any fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency. In addition, if, in our sole and absolute discretion, we receive excessive false alarms, we may, in our sole and absolute discretion, suspend or terminate Services or terminate this Agreement for breach. Deliberately activating the System to send a false alarm which results in the dispatch of the police, fire or other paid-in-service personnel may be a crime.

23. **Default of Subscriber.** In the event of any default of this Agreement by you, without limiting the rights of Company, Company shall be entitled to retain all prepayments received and you shall immediately pay to Company (a) all payments then due and payable, and (b) Eighty percent (80%) of all payments which would be due hereunder for the unexpired term as agreed upon damages and not as a penalty, and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

24. **Binding Agreement.** This Agreement becomes binding upon Company only (i) when signed by an authorized representative of Company, who must be a corporate officer if (a) there are any additions to the Agreement, or (b) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (ii) upon commencement of Services. You acknowledge and agree that you may not receive a copy of this Agreement executed by an authorized representative of Company. Commencing Services will constitute our acceptance of this Agreement.

This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties.

25. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

26. **Assignability of Agreement.** This Agreement is not assignable by you except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

27. **Finance and Late Charges.** A finance charge of one (1%) percent per month (twelve (12%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. You shall also pay to Company an administrative fee (late charge) of 5% of any payment due hereunder received by Company after the date on which such payment is due as agreed upon damages and not as a penalty.]

28. **No Waiver of Breach.** If Company shall waive any breach of this Agreement by you, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

29. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel telephoning the governmental agencies or the telephone number supplied by Subscriber in writing ("Proper Authorities") upon the monitoring facility's receipt of data from the System reporting specific conditions that have been previously identified in writing (hereinafter "Listed Codes") or voice communication received from the Premises. No monitoring service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance. We may modify, terminate or suspend any particular form of Service if permitted, requested or required to do so by any governmental authority, standards setting entity or insurance interest. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code and prior to telephoning any other person or entity, Company may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code to any other person, and (b) upon receipt of an short code or oral advice to disregard the receipt of the Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting Proper Authorities or advise Proper Authorities of receipt of an short code or oral advice to disregard the receipt of the Listed Code. Company's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering

service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications. You acknowledge and agree that all Services software, hardware, firmware, codes, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from Services are our sole and exclusive property and that you have no rights whatsoever in any of the foregoing.

30. Repair Services

- (a) Repair service consists of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.
- (b) Per call repair service consists of providing all necessary labor, material, parts and equipment to service the System; you agree to pay Company on a time and material basis at Company's then prevailing charges.
- (c) You agree that all repair and per call repair services to the System shall be performed by Company only, but Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon your notifying Company of the necessity for such service. You agree to pay Company's minimum service call charge in the event you do not provide unrestricted access when Company attempts to provide service at the Premises.

31. Delays in Service. Company makes no promise that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request from you is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays.

32. Takeover Systems. If Company takes over rendering service to an existing system, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive, and you shall be entitled to reimbursement of the unearned charge paid for the then current period on your request and this shall be the limit of Company's liability.

33. Remote Programming Services. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility. You hereby consent to Company's performance of all such services pursuant to Company's then prevailing charges, if any, for such service, which you agree to pay to Company.

34. Suspension of Service. You agree that Company's obligations hereunder are waived automatically without notice and you release Company for all loss, damage and expense in the event of a default or breach of this Agreement by Subscriber or if the monitoring facility, communications equipment, network or services, or the transmission system, equipment or facilities are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charge paid for the period of interruption on your request and this shall be the limit of Company's liability. In the event this Agreement is terminated or Services are suspended or terminated for any reason, you agree to immediately disconnect the System from all transmission sources, e.g., telephone line, radio transmitter, cellular transmitter, etc. Further, upon termination of this Agreement or if Services are suspended or terminated for any reason we may, in our sole and absolute discretion, without notice, and without any liability, remotely disable, disconnect or block the System and data from the System from communicating with the monitoring facility.

35. Key Service. If you provide Company with keys and unrestricted access to the Premises, Company's sole obligation is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available after receipt of your request to do so, in order to service the System. You agree that Company and Representatives are released for any loss, damage or expense due to the loss or theft of any keys.

36. LIMITED WARRANTY

A. COMPANY HEREBY WARRANTS TO YOU ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, LIGHT BULBS, L.E.D.'S, L.C.D.'S, EXPENDABLE BATTERIES AND FOIL TAPE SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU! THIS WARRANTY IS NOT ASSIGNABLE.

B. IF YOU DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, YOU SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

D. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU ACKNOWLEDGE THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY. THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL, IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED, THAT YOU ARE NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE, THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

37. Company Duty Concerning Property of Others. You agree that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the telephone company or others ("Property"). If Company provides service to Property, you agree that all relevant terms and conditions of this Agreement shall apply to all such service and you shall pay for such service on a time and material basis at Company's then prevailing charges.

38. Contractual Limitation of Actions. All claims, actions or proceedings against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with.

39. Integrated Agreement. This instrument contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.

NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT.

40. Valid Agreement. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.

41. Modifications. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

42. Additional Equipment or Service. If, at any time after the date hereof, you request or authorize additional equipment or services, all sales, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, installation or services.

43. Right to Subcontract. Company may, in its sole and absolute discretion, subcontract for the provision of services under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to you, and bind you to said subcontractor(s) with the same force and effect as they bind you to Company.

44. Consent to Intercept, Record, Disclose and Use Content of Communications. You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby consent to Company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which you, Any Person or Company are parties.

45. MEDICAL EMERGENCY SIGNAL. YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND

FUTURE TO CONTACT OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.

46. Prior Agreements With Others. You represent and warrant that (a) your cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. You agree to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition or obligation that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of your breach of this representation and warranty.

47. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

48. Credit Investigation Report. You authorize and consent to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

49. Right to Notice and Cure. In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

50. JURISDICTION, VENUE AND WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

51. Right to Terminate. Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges.

52. Electronic Media. You agree that a copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile [or electronic mail] shall be deemed to be originals for all purposes. In addition, you agree that we may scan or otherwise convert this Agreement into an electronic and/or digital media file, and that a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

53. Consent to Call Subscriber. Notwithstanding any laws generally known as "Do Not Call" laws, you hereby grant permission to Company and its representatives to contact you via telephone in connection with or with respect to this Agreement, your use of the System or Services, billing and collection for Services and the System, customer support services and new products and services.

NOTICES TO SUBSCRIBER. YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. READ THE FRONT AND REVERSE BEFORE SIGNING. IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE SYSTEM YOU BOUGHT WITH OR ARE USING PURSUANT TO THIS AGREEMENT.

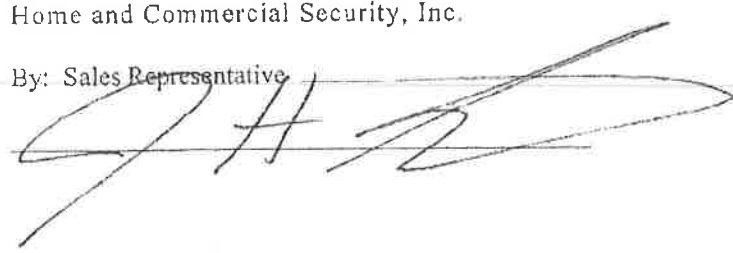
NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MASSACHUSETTS MECHANIC'S LIEN. ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIALMAN WHO PROVIDES HOME IMPROVEMENT GOODS OR SERVICES PURSUANT TO YOUR HOME IMPROVEMENT CONTRACT AND WHO IS NOT PAID MAY HAVE A VALID LEGAL CLAIM AGAINST YOUR PROPERTY KNOWN AS A MECHANIC'S LIEN. ANY MECHANIC'S LIEN FILED AGAINST YOUR PROPERTY MAY BE DISCHARGED. PAYMENT OF THE AGREED-UPON PRICE UNDER THE HOME IMPROVEMENT CONTRACT PRIOR TO FILING OF A MECHANIC'S LIEN MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS RIGHTS TO DISCHARGE A MECHANIC'S LIEN.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement on the date first above written.

Home and Commercial Security, Inc.

By: Sales Representative



Permit Fees Additional
SUBSCRIBER

Approved: Authorized Representative

44 Blanding Road
Rehoboth, MA 02769
Tel 800-337-9469
Fax 508-336-9049



UL Approved
Member of MA and RI Alarm Assoc.
RI Licenses #8094 and AFC 9029
MA Licenses #134 and #1143C

Home & Commercial Security, Inc.

Addendum to contract dated 7/30/2021

This addendum references the locations of the security monitoring for the contract dated 7/30/2021 between Home and Commercial Security, Inc. and the Town of Rehoboth for buildings located at 151R County Street, Rehoboth, MA 02769.

Miller Hall Building
DSC Neo Panel with Keypad
Interior Sounder
Entry Door Contacted
Three (3) Interior Motion Units

Monthly Lease Fee: \$200.00

Office Building
DSC Neo Panel with Keypad
Interior Sounder
Entry Door Contacted
Three (3) Interior Motion Units

Monthly Lease Fee: \$200.00

Museum Building
DSC Neo Panel with Keypad
Interior Sounder
Entry Door Contacted
Three (3) Interior Motion Units

Monthly Lease Fee: \$200.00

Future COA Building
DSC Neo Panel with Keypad
Interior Sounder
Entry Door Contacted
Three (3) Interior Motion Units

Monthly Lease Fee: \$200.00

Note: \$175.00 of each buildings first month lease fee will be applied against permanent installation.

Town Approval

H&C Approval

HOME & COMMERCIAL SECURITY
44 Blanding Road - Rehoboth, Massachusetts 02769

FIRST ADDENDUM TO PROPOSAL/AGREEMENT

THE PROPOSAL/AGREEMENT dated July 30, 2021 ("Agreement") by and between Home & Commercial Security, Inc. a Massachusetts corporation (hereinafter referred to as the "Company"), and Rehoboth Town Buildings (hereinafter referred to as "Subscriber") (collectively referred to as the "Parties") is hereby modified by this First Addendum ("Addendum") made as of the 30th day of July, 2021.

Whereas, the Company provided or will provide to Subscriber under the terms of the Agreement certain AES Radio/Secured Monitoring Transmitter ("Equipment") for subscriber's use during the term of the Agreement. The Equipment transmits on frequencies assigned to the Company by the Federal Communications Commission ("FCC"). In the event that the Equipment is not returned upon the termination of the Agreement, the Parties agree that the actual damages which Company would suffer as a result of the Equipment not being returned are extremely difficult and impractical to ascertain inasmuch as it is difficult to evaluate the damages to Company of having Equipment possibly transmitting on its frequencies, and the expense of acquiring replacement equipment. Therefore, the Parties agree that if the Subscriber fails to return the Equipment upon expiration or early termination of the Agreement or if the Equipment is damaged beyond normal wear and tear associated with the intended use of the Equipment the Subscriber shall pay to the Company the amount of Seven Hundred Ninety Five Dollars (\$795.00) as liquated damages, which represents a reasonable estimate as to the amount of such costs and expenses the Company would incur. The liquated damages shall be in lieu of all other damages or remedies that otherwise would be available to the Company for the loss or damage of the Equipment. This Addendum does not limit any other damages either party may recover including, but not limited to, monitoring fees, maintenance fees, installation fees, attorney's fees or any other costs and/or damages incurred by the breach of the Agreement. This Addendum does not modify or supercede any terms or conditions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this First Amendment to Lease Agreement as of the day and year first written above:

Company:
HOME & COMMERCIAL SECURITY, Inc.

Subscriber:
Museum Building

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

HOME & COMMERCIAL SECURITY
44 Blanding Road - Rehoboth, Massachusetts 02769

FIRST ADDENDUM TO PROPOSAL/AGREEMENT

THE PROPOSAL/AGREEMENT dated July 30, 2021 ("Agreement") by and between Home & Commercial Security, Inc. a Massachusetts corporation (hereinafter referred to as the "Company"), and Rehoboth Town Buildings (hereinafter referred to as "Subscriber") (collectively referred to as the "Parties") is hereby modified by this First Addendum ("Addendum") made as of the 30th day of July, 20 21.

Whereas, the Company provided or will provide to Subscriber under the terms of the Agreement certain AES Radio/Secured Monitoring Transmitter ("Equipment") for subscriber's use during the term of the Agreement. The Equipment transmits on frequencies assigned to the Company by the Federal Communications Commission ("FCC"). In the event that the Equipment is not returned upon the termination of the Agreement, the Parties agree that the actual damages which Company would suffer as a result of the Equipment not being returned are extremely difficult and impractical to ascertain inasmuch as it is difficult to evaluate the damages to Company of having Equipment possibly transmitting on its frequencies, and the expense of acquiring replacement equipment. Therefore, the Parties agree that if the Subscriber fails to return the Equipment upon expiration or early termination of the Agreement or if the Equipment is damaged beyond normal wear and tear associated with the intended use of the Equipment the Subscriber shall pay to the Company the amount of Seven Hundred Ninety Five Dollars (\$795.00) as liquidated damages, which represents a reasonable estimate as to the amount of such costs and expenses the Company would incur. The liquidated damages shall be in lieu of all other damages or remedies that otherwise would be available to the Company for the loss or damage of the Equipment. This Addendum does not limit any other damages either party may recover including, but not limited to, monitoring fees, maintenance fees, installation fees, attorney's fees or any other costs and/or damages incurred by the breach of the Agreement. This Addendum does not modify or supercede any terms or conditions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this First Amendment to Lease Agreement as of the day and year first written above:

Company:

HOME & COMMERCIAL SECURITY, Inc.

By: _____

Name: _____

Title: _____

Subscriber:

Future COA Building

By: _____

Name: _____

Title: _____

HOME & COMMERCIAL SECURITY
44 Blanding Road - Rehoboth, Massachusetts 02769

FIRST ADDENDUM TO PROPOSAL/AGREEMENT

THE PROPOSAL/AGREEMENT dated July 30, 2021 ("Agreement") by and between Home & Commercial Security, Inc. a Massachusetts corporation (hereinafter referred to as the "Company"), and Rehoboth Town Buildings - 151 R County Street - Rehoboth MA (hereinafter referred to as "Subscriber") (collectively referred to as the "Parties") is hereby modified by this First Addendum ("Addendum") made as of the 30th day of July, 2021.

Whereas, the Company provided or will provide to Subscriber under the terms of the Agreement certain AES Radio/Secured Monitoring Transmitter ("Equipment") for subscriber's use during the term of the Agreement. The Equipment transmits on frequencies assigned to the Company by the Federal Communications Commission ("FCC"). In the event that the Equipment is not returned upon the termination of the Agreement, the Parties agree that the actual damages which Company would suffer as a result of the Equipment not being returned are extremely difficult and impractical to ascertain inasmuch as it is difficult to evaluate the damages to Company of having Equipment possibly transmitting on its frequencies, and the expense of acquiring replacement equipment. Therefore, the Parties agree that if the Subscriber fails to return the Equipment upon expiration or early termination of the Agreement or if the Equipment is damaged beyond normal wear and tear associated with the intended use of the Equipment the Subscriber shall pay to the Company the amount of Seven Hundred Ninety Five Dollars (\$795.00) as liquated damages, which represents a reasonable estimate as to the amount of such costs and expenses the Company would incur. The liquated damages shall be in lieu of all other damages or remedies that otherwise would be available to the Company for the loss or damage of the Equipment. This Addendum does not limit any other damages either party may recover including, but not limited to, monitoring fees, maintenance fees, installation fees, attorney's fees or any other costs and/or damages incurred by the breach of the Agreement. This Addendum does not modify or supercede any terms or conditions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this First Amendment to Lease Agreement as of the day and year first written above:

Company:
HOME & COMMERCIAL SECURITY, Inc.

Subscriber:
Miller Hall

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

HOME & COMMERCIAL SECURITY
44 Blanding Road - Rehoboth, Massachusetts 02769

FIRST ADDENDUM TO PROPOSAL/AGREEMENT

THE PROPOSAL/AGREEMENT dated July 30, 2021 ("Agreement") by and between Home & Commercial Security, Inc. a Massachusetts corporation (hereinafter referred to as the "Company"), and Rehoboth Town Buildings (hereinafter referred to as "Subscriber") (collectively referred to as the "Parties") is hereby modified by this First Addendum ("Addendum") made as of the 30th day of July, 2021.

Whereas, the Company provided or will provide to Subscriber under the terms of the Agreement certain AES Radio/Secured Monitoring Transmitter ("Equipment") for subscriber's use during the term of the Agreement. The Equipment transmits on frequencies assigned to the Company by the Federal Communications Commission ("FCC"). In the event that the Equipment is not returned upon the termination of the Agreement, the Parties agree that the actual damages which Company would suffer as a result of the Equipment not being returned are extremely difficult and impractical to ascertain inasmuch as it is difficult to evaluate the damages to Company of having Equipment possibly transmitting on its frequencies, and the expense of acquiring replacement equipment. Therefore, the Parties agree that if the Subscriber fails to return the Equipment upon expiration or early termination of the Agreement or if the Equipment is damaged beyond normal wear and tear associated with the intended use of the Equipment the Subscriber shall pay to the Company the amount of Seven Hundred Ninety Five Dollars (\$795.00) as liquated damages, which represents a reasonable estimate as to the amount of such costs and expenses the Company would incur. The liquated damages shall be in lieu of all other damages or remedies that otherwise would be available to the Company for the loss or damage of the Equipment. This Addendum does not limit any other damages either party may recover including, but not limited to, monitoring fees, maintenance fees, installation fees, attorney's fees or any other costs and/or damages incurred by the breach of the Agreement. This Addendum does not modify or supercede any terms or conditions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this First Amendment to Lease Agreement as of the day and year first written above:

Company:

HOME & COMMERCIAL SECURITY, Inc.

By: _____

Name: _____

Title: _____

Subscriber:

Office Building

By: _____

Name: _____

Title: _____

8/9/21

NEW BUSINESS:

Action Item (8): Vote to Approve Request for Amendment to a Portion of the Rehoboth Zoning Map Located at Article 3.2 of the Rehoboth Zoning By-Laws Pursuant to M.G.L. Ch 40A Section 5; Tricorp, LLC A.P. 46, Lots 96A (Rear) and 97 (Rear)-See attached for details

Background: The Board has been notified by Tricorp, LLC's (Propane Plus) attorney regarding amending a portion of the Zoning By-laws for properties found on Route 44 (Winthrop Street). The Board is being asked to amend such By-laws at the upcoming Special Town Meeting. The applicant will then work with the Planning Board for all necessary applications for a site plan review.

Motion: To Approve/Accept the request for the Amendment to a Portion of the Rehoboth Zoning Map Located at Article 3.2 of the Rehoboth Zoning By-Laws Pursuant to M.G.L. Ch 40A Section 5; Tricorp, LLC A.P. 46, Lots 96A (Rear) and 97 (Rear)

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:



BRAINSKY LEVINSON, LLC
ATTORNEYS AND COUNSELORS AT LAW

July 26, 2021

ATTORNEYS:

Eric S. Brainsky*
Partner

Michael E. Levinson*
Partner

C. Beau Akers+
Associate

Michael F. Ferragamo
Of Counsel

SUPPORT STAFF:

Jennifer Andrews
Office Manager
Paralegal

Paula Brainsky
Paralegal

Krystal Fortin
Paralegal

Laura Lass
Legal Assistant

*Admitted to Practice in
R.I. & M.A. State and
Federal District Courts,
The 1st Circuit Court of
Appeals & The U.S.
Supreme Court

+Admitted to Practice in
MA State Court & R.I.
State and Federal
Courts

Via FedEx

Frederick (Skip) Vadnais, Jr., Chairman
Rehoboth Board of Selectmen
148 Peck Street
Rehoboth, MA 02769



Re: Request for Amendment to a portion of the Rehoboth Zoning Map Located at Article 3.2 of the Rehoboth Zoning By-Laws Pursuant to M.G.L. Ch. 40A Section 5; Tricorp, LLC A.P. 46, Lots 96A (Rear) and 97 (Rear)

Dear Chairman Vadnais and Members of the Rehoboth Board of Selectman:

Please be advised that the undersigned is legal counsel to Tricorp, LLC with regard to this request for an amendment to Section 3.2 of the Rehoboth Zoning By-Law pertaining to the Zoning Map for the above-referenced property. Tricorp, LLC is the record owner of Assessor's Plat 46, Lots 96A and 97 and shall hereinafter collectively be referred to as the ("Properties") and Tricorp, LLC shall hereinafter be referred to as the ("Applicant" or "Tricorp"). The Owners of Tricorp also own Propane Plus, Corp., which is the business operating on Lot 96A.

The Properties are located along the southerly side of Route 44 (Winthrop Street). Currently the Rehoboth Business Zoning District extends 300 feet back from Winthrop Street onto the Properties. To the south of the 300 foot Business Zoning District line, the Properties are Zoned Residence/Agricultural. Therefore, the Properties are currently bifurcated into two zoning districts.

This Petition serves as a request by the Applicant to rezone the entirety of Lots 96A and 97 to a Business Zoning designation. Lot 96A received a variance from the Rehoboth Zoning Board in 1971 to operate a business on thereon. See Exhibit 1, Grant of Variance. Tricorp has now acquired the Property, and its 'sister company', Propane Plus now seek to utilize the rear portion of Lot 97 for operations accessory to its business, including potentially constructing a maintenance garage and storage facility thereon. If granted the zone change as requested, it would be the Applicant's intent to submit an appropriate application for Site Plan Review and for an ANR Plan to the Planning Board. We believe that the zone change is warranted for Lot 97, given that the Lot 97 is located along the Route 44 commercial corridor to the North and is adjacent to the business operated on Lot 96A to the East.

Re: Request for Amendment to a portion
of the Rehoboth Zoning Map
Page 2 of 2
July 26, 2021

Likewise, rezoning Lot 96A to be completely business does nothing more than provide the appropriate zoning designation for a parcel of land that has operated as a business for 40+ years under the auspices of a 1971 variance. Moreover, there is mostly vacant land located to the South and West of the Properties. Further, the nearest residential homes not located in the Business District are approximately 600± and 900± feet from Lot 97 and again, Lot 96A has been business operated since the early 1970's. Considering the location of the Properties in relation to the surrounding area, the current uses of large portions of the Properties, as well as business/commercial nature of the Route 44 corridor in Rehoboth, we believe it makes the best planning sense to have the Properties governed under the Business Zoning District. Doing so will also serve to promote the betterment of a long standing small business in Rehoboth, Propane Plus.

As such, please find enclosed, the Applicant's submission of two plans: (1) the plan showing the existing zoning designations for the Properties, attached hereto as Exhibit 2 and (2) the plan showing the proposed rezoning designation under the requested amendment for the Properties, attached hereto as Exhibit 3. Also attached is an aerial photograph plan of the Properties and surrounding area. Exhibit 4. Moreover, please find enclosed a copy of Chapter 40A, Section 5 which governs the procedure for Adoption or Change of Zoning Ordinances or By-Laws, as well as relevant portions of the Massachusetts Zoning and Land Use Law Treatise written by Brian C. Levey, which further explains the procedure for the zoning amendments, attached hereto as Exhibit 5. Finally, attached is the draft Bylaw for consideration. Exhibit 6, Bylaw.

Therefore, the Applicant respectfully request that the Board accept the within petition and refer it to the Planning Board at its earliest convenience so that the Petition may be placed as a warrant item for consideration at the Fall, 2021 Town Meeting.

Additionally, will you kindly set this matter down for initial consideration before the Rehoboth Board of Selectmen at its next available meeting for consideration. If there is any other information or supporting documentation that you should require, please do not hesitate to contact the undersigned.

Very truly yours,



Eric S. Brainsky

ESB/cba
Enclosure

cc. Client

8/9/21

NEW BUSINESS:

Action Item (9): Vote to Approve Reappointments for Individual Positions in Town-
See attached for details

Background: Our office is continuing with the process of reappointments for Town volunteers. We have a list of individuals that serve the town that are not part of a committee.

Motion: Vote to reappoint the following **individuals, effective dates 7/1/2020-6/30/2022**, due to the COVID-19 pandemic and their consequent “holdover” status for all of fiscal year 2021:

Please read this disclaimer:

Due to COVID-19 Pandemic and State of Emergency all 2020 reappointments were considered to be “hold-over” appointments until the State of Emergency was lifted. As such, the following appointed “terms” are being bridged by setting the effective dates with the beginning of the “holdover” appointed terms. This will adjust the appointment records accordingly and eliminate any “break” in service. (This vote effectively ratifies the holdover period)

NAME	POSITION
Frank Barresi	Forrest Fire Warden
Eric Brainsky	Special Municipal Counsel
William Carmichael	Constable
Jaime Conlon	Infectious Disease Coordinator
Jaime Conlon	Public Information Officer
Jaime Conlon	Town Nurse
William Costa	Town Maps Review (Planning Board Rep.)
Michael Costello	Highway Superintendent
William Dalpe	Fish Warden
William Dalpe	Harbormaster
Karl Drown	Town Maps Review (BOH Rep)
Karl Drown	Public Information Officer
Kate Feodoroff	Special Labor Town Counsel
Debra Giles	Assistant Tax Collector
Frank Gouveia	Constable
Mark R. Hass	Constable
Mark R. Hass	Public Weigher of Livestock
Robert E Johnson II	Animal Control Officer
Robert E Johnson II	Field Driver
Robert E Johnson II	Measurer of Wood & Lumber

Robert E Johnson II	Moth Superintendent
John D. Kramer	Veterans' Grave Officer
John D. Kramer	Veterans' Service Officer

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:

Motion: to reappoint Michael Deignan as Fence Viewer, effective 7/1/2020-6/30/2022

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Selectmen Deignan will abstain

Discussion:

Motion: to reappoint Michael Costello as the Public Safety Complex Project manager, effective 7/1/2021-6/30/2022. (Selectmen to decide length of term)

Moved:		Second:		Vote:	
---------------	--	----------------	--	--------------	--

Discussion:

Department Head Reports:

Selectmen's Reports:

Vadnais:

Deignan:

Perry:

Muri:

Solas: