

HALIFAX BOARD OF SELECTMEN  
SELECTMEN MEETING  
WEDNESDAY, JUNE 22, 2016 - 6:30 P.M.  
SELECTMEN MEETING ROOM

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Meeting came to order at 6:30 p.m. with Selectmen, Troy E. Garron, Thomas Millias and Kim R. Roy present.

The following business was discussed:

**PLEDGE OF ALLEGIANCE**

The Board as well as those attending tonight's meeting stood to recite the Pledge of Allegiance.

**AGENDA**

The Agenda for Wednesday, June 22<sup>nd</sup>, was unanimously approved without revision.

**AFFIRMED WARRANTS AND COMMITMENT**

Moved by Roy and seconded by Millias, the Board unanimously affirmed approval for the payment of the following warrants and commitment:

Withholding Warrant	# 113	\$ 122,208.88
Payroll Warrant	# 114	\$ 623,660.01
Withholding Warrant	# 115	\$ 194,002.77
Vendor Warrant	# 116	\$ 62,723.15
Ambulance Commitment	# 6B	\$ 37,759.00

Moved by Roy and seconded by Millias, the Board unanimously approved payment of the following Selectmen bill:

Deutsch, Williams, Brooks (legal/May) ..... \$ 720.00

**GENERAL MAIL / DISCUSSIONS**

**Morse Brothers Earth Removal Continued Hearing**

This meeting is going to take place upstairs on July 12<sup>th</sup> as there will be a crowd.

**Country Club Condos**

New plans have been submitted for four four-unit buildings and the ZBA will be having a public hearing on July 11<sup>th</sup> regarding the new plans. Millias asked if this requires a ten acre minimum and Seelig said that he will check on that. Roy questioned that the access road is going to be next to Hawaii Gardens and it was stated that the road would come out across the street from Stop & Shop

**Talent Bank Form – Daniel Borsari**

The office received a talent bank form from Mr. Borsari expressing interest in serving on the Zoning By-Law Review committee (disbanded 6/15) and the Zoning Board of Appeals. The ZBA has been notified of his interest.

Monponsett Pond

The Pembroke Board of Selectmen has written to the Central Plymouth County Water Commission regarding their concern about the herring ladder that is in poor condition, Brockton's water schedule interfering with the herring runs and the datum point used to calculate water levels in Furnace Pond needs to be re-established. Seelig saw no problem with the BOS sending a letter of support to the Commission and a letter to the City of Brockton asking that they work with the Town of Pembroke to resolve these issues.

Moved by Roy and seconded by Millias the Board unanimously voted to send a letter of support to the Central Plymouth County Water Commission.

Community Compact Grants

Moved by Roy and seconded by Millias, the Board unanimously voted to sign the following Community Compact Grants:

- Financial Policies & Transparency for \$15,000
- Capital Plan for \$15,000
- IT Security Assessment & Training for \$7,000

Use of Town Green – Congregational Church

Moved by Roy and seconded by Millias, the Board unanimously granted a request from the Congregational Church for the use of the Town Green on Saturday, September 10<sup>th</sup>, from 10:00 a.m. to 3:00 p.m. for a chicken BBQ and harvest fair.

Opioid Task Force

Information was given to the Board regarding the State task force. Seelig would like to talk with the BOS about this on July 12<sup>th</sup>.

Silver Lake / Kingston Police Station

The residents of Kingston voted down the police station project at their Town Meeting. Seelig suggested that Halifax should notify its legislators that while Silver Lake should have the power to sell the land, it should be sold only upon approval by the three communities. Seelig believes that Kingston is going to file special legislation.

Resignation – Tina Tonello / Conservation Commission

Moved by Roy and seconded by Millias, the Board unanimously accepted, with regret, Tina Tonello's resignation from the Conservation Commission, effective June 30, 2016 and to send a letter thanking her for her service.

Mayflower Municipal Health Plan

Seelig is going to look into other health plans/programs and will continue to attend meetings. He stated that our claims are worse than average and it is unlikely that another entity would want to take us on. There are three options; stay with Mayflower; go with GIC or go with another group if one is formed.

**SCHEDULED APPOINTMENTS*****Scott Clawson - Fieldstone Farm Consent Agreement***

Seelig had given the BOS, Clawson and Attorney Taylor a draft that Larry Mayo had done several weeks ago. Seelig then added language based on topics brought up during other sessions for discussion purposes. This does not mean the language will be used or that it has to be in there it is just a point that the BOS has indicated they wanted to discuss at some point and is not etched in stone.

Attorney Taylor then handed out a draft regarding the enforcement language and EMT medical personnel (has been discussed with the fire chief). This is not in the agreement but is expected to be put in.

Attorney Taylor mentioned that what did not get into the draft was that Clawson would like language that his business passed down to his children. He operates as a corporation, which he did not before, so in the beginning of the agreement we would like to make it him or his assignee. The reason being is that this agreement will control these events on the property he then can make his corporation bound by the agreement and when his children take over the corporation they also will be bound by the same agreement. The idea is not to have this agreement “die with him”. Millias added *or anyone else he chooses to sell it to*. Attorney Taylor said the theory is that if anyone else was to run the horse shows they would be bound by the agreement as well. Roy did not know about this and Millias said they can talk about this later.

Attorney Taylor struck out the first *whereas* clause because it was with the original Building Inspector and is not applicable now and as well as the second part back in 1993 referencing the stables. He took away the language that was in there with what was directed mostly to what was going on right at that time and changed it to judgment entered by agreement the time that’s passed and that Mr. Clawson wishes to modify the agreement and struck out the part about litigation.

***Now therefore***

Attorney Taylor said to delete warm-up days and the reason being is that the shows do not have distinguished warm-up days from show days anymore and typically each day is a show day and the participants are warming up on the same days. In the past when this was done people came early to practice and then the event may only be one day. Throughout the agreement warm-up days and show days are treated exactly the same. Seelig said that Attorney Mayo suggested that they limit arrival time to twenty-four hours before the show begins as he thinks if we are eliminating warm-up days we not going to have the same type of activities several days before the horse day itself. Attorney Taylor remembers previously talking about a delivery time so that people could bring their animals so far in advance. Roy asked what is the typical time frame when people come for example today there is a show and Scott Clawson said a lot of them came yesterday and a couple came on Monday to set up their stalls. Shawn Clawson said eight came on Monday and Scott said that is typical. Roy suggested two days and Seelig said it is up to the BOS. Shawn Clawson thought seventy-two would be fine and Seelig said that would be three days. Attorney Taylor said that it is an operating stable where people are coming and going and suggested show participants not arrive no earlier than forty-eight hours, which the Board thought that was reasonable. Scott Clawson said he does not like them coming any earlier but people travel from one show to the next one.

Attorney Taylor said that Attorney Mayo had them leaving on the last day of the show and asked Clawson how does that work and he said that everyone pretty much leaves but once in a while someone might stay over till Monday depending on their travel situation. Roy and Attorney Taylor both suggested twenty-four hours to depart after a show.

*Multi day horse shows shall mean any horse show scheduled to include three or more show days.*

Seelig asked why it reads three and not two because to him multi means more than one. Attorney Taylor said it may have to do with the count of the show days and warm-up days and show days are the same and he thinks because they limited the number of multi-day horse shows. Clawson said presently he has one two-day horse show, which it's been like that for the last few years, but like right now he is over his limit because we count that as a two day horse show versus a five day horse show. To him a multi-day horse show is five days not a two day horse show. Attorney Taylor said there were several limits (1) is total number of show days that he can have and (2) limit to the number of multi-day horse shows so that is why multi-day is defined as three. He continued to say that they are asking for six multi-day horse shows for three or more days but then he can do more horse shows as long as he is within those days. Roy asked how many multi-day shows did he want this year and Clawson said four. Millias asked if was easier to come up with a number of days and Attorney Taylor said whatever way it is divided up is fine as long as it equals thirty days but Roy did not like that because there was no way of the BOS tracking it and thought about the impact on the neighbors. Attorney Taylor said that the BOS gets a notice of the show days and Seelig said that he can verify the shows from what is advertised on Clawson's website. Clawson said a multi-day show has less of impact then a one day because for the one day they are going in and out the same day. Attorney Taylor said that they can take out the multi-day reference and just put a cap on the days. Seelig said that later in the agreement there are stipulations as to how many horse entries you are going to have for a one day show versus a multi-day show so we need to differentiate this in this part of the agreement. The following was agreed by the Board, Mr. Clawson and Attorney Taylor:

- seven multi-day shows not to exceed thirty days
- multi-day will be two or more shows

*Setting the show schedule*

Clawson shall submit a schedule of the coming calendar year's horse shows to the Board of Selectmen on or before January 15<sup>th</sup> of each year.

*Preventing the entry of horse trailers prior to 6:30 am and after 9:30 pm*

Seelig asked if the BOS wanted to make any changes given the comments they have heard from the abutters and noise associated with those hours. Garron asked if this is what they had all along and if any complaints were received. Attorney Taylor and Clawson both said that is what the hours had been and there have been no complaints. Roy did not have any problems keeping the same hours. Garron asked the Board how they felt and Millias said that typically construction can begin around 7:00 am but if nobody has been complaining and nothing on record he can't see needing to change it. Garron said for time being we will leave it as it is but if things change in the future they can come back and look at it.

*Number of horses*

Attorney Taylor said right now horse limit for any one time is three hundred-fifty and they would like want to change the way it is counted to the number of entries which is different than the number of horses as a horse can be entered in more than one event and further explained that the number of entries is not the number of horses but the number of entries. This will also make it easier record wise as Clawson can print out a list and tell the BOS exactly how many entries there are.

Attorney Taylor questioned “immediately” in the following paragraph:

*The town may immediately obtain verification of the number of entered horse ...*

Roy asked if that was a problem and Clawson said it shouldn't be and Attorney Taylor said as long as immediately means within a short period.

Attorney Taylor then brought up that if Clawson wanted to do an additional show in the middle of the year that he comes before the Board in advance for permission. Attorney Taylor said he thinks that this would be an event permit if there was no consent agreement and Seelig said there would be the question of use in terms of zoning for an event permit. Attorney Taylor said it was agricultural so the zoning ... Seelig then suggested that they don't debate this at this time. Roy thought it would come before the BOS because this is our agreement and Seelig said he would connect it to the consent agreement and this request would not be considered an event but a change/modification of the agreement. Attorney Taylor said the language would be “additional shows may be added with the Board's approval” and Roy said yes.

Garron asked the Board if they have a problem with the number of entries increasing each year as stated in the agreement which is one hundred seventy-five year 2016; two hundred year 2017; two hundred twenty-five year 2018; two hundred fifty year 2019 and two hundred seventy-five year 2020 & beyond. Both Millias and Roy were okay with those numbers.

Attorney Taylor suggested language to reflect that if Clawson was almost at his number of horse entries allowed for a specific show and there was a showing of people interested in participating he would come before the Board and ask for an increase for that specific show. Garron thought that timing wise it may be hard to come before the Board seeing as they meet every two weeks if he needs the increase within that window it might be hard. Roy asked if they should put in the agreement that he come before the Board thirty days before the event and Garron said that it would have to be adequate time. Millias said that he does not want to be pressured three or five days before the event that you have all these entries and the Board has to make a decision right then. Attorney Taylor said that it seems like he needs to get approval from the Board at least thirty days before the event and he does not want to bind the BOS to a time if it so happens to be a busy time of the year for the BOS (i.e. Town Meeting) but coming in in January for an August show seems like that would be plenty of time. Roy asks Seelig what he thought and he said he understands Mr. Clawson does not want to abuse coming in to ask for more horses or more shows at any particular year but his concern is that they are leaving the door very open but if the Board is open to doing that it is fine but his thought is or their intent was to come in and get this agreement amended and have those amendments hold for a certain number of years and not to still have the ability a year or two years out to continue to make amendments. Seelig said that if the Board wanted to entertain it he would say thirty day but his first inclination is let's get this down and see how it works for a couple of years and then if amendments are needed it can be amended.

Garron also pointed out that there may be a different Board sitting here when he comes back. Attorney Taylor said the reason why these things are put in there is to add the flexibility now as these are things that most likely to come up. Roy understood what Seelig was saying. This request was struck out.

Seelig questioned the following:

*Outdoor noise and use of public address sound and announcement equipment will be limited to the hours of 6:30 a.m. – 8:00 p.m.*

Seelig is not sure why any public address equipment will be used at 6:30 a.m. because if he was neighbor he would not want to hear amplified sounds at that time. He does not know when the show start and Clawson said 7:30 a.m. they start. Again Seelig said that is up to the Board. Attorney Taylor wanted to say that the PA system has changed so it is not one big loud speaker but are lower speakers throughout the property, which the noise does not travel as far. This was changed to prevent neighbor wake up calls. Roy said that when she was there she did see that but the office has not change and asked if that system would be used prior to the shows directing people on the field. Shawn Clawson said that would be more from out back trying to get the people to come up from the stables. Scott Clawson said that will change when they change the building next year. Millias asked if there were any complaints on record and Seelig said he is just thinking on a more reasonable basis but the answer to his questions is there have not been any complaints. Scott Clawson was okay with 7:30 a.m. but has Shawn Clawson suggested 7:00 a.m. because if they had a ring that starts at 7:30 a.m. they would want to give the riders the heads up that their ring starts in a half hour. Garron did not have a problem with 7:00 a.m.

Attorney Taylor said that another part to the above clause read:

*And will otherwise comply with Town bylaws relative to same ...*

Attorney Taylor's issue with that is that he did not see a Town by-law that addressed that. Millias said that we do not have noise ordinance per say but we have the general nuisance kind of clause, which is hard to define. Attorney Taylor had an issue with that clause because it was referring to something that did not exist.

Seelig asked if they needed the public address system on the day of arrival and Mr. Clawson said no.

Chief Viveiros said that he was fine with the language that he and Attorney Taylor had discussed regarding Clawson having a qualified medical personal on show days. He continued to say that the language covers whoever is contracted as an EMT through a licensed EMS service will have medical director. Language also stated that the chief will be notified two weeks in advance as to what service Mr. Clawson will be contracting with so that Chief Viveiros can verify the ambulance company the day of the event.

Seelig informed the Board that there is still no language about police detail. Attorney Taylor did not see the need for a police detail as there hasn't been an issue in the past. Seelig asked how many people attend because they have talked about people in the thousands and the entrance is limited to one car at a time going in and out. Seelig also brought up that this past weekend there was an event here in town and a police detail was there. Attorney Taylor said that the majority are participants versus spectators. He added that the crowd is different and the times of the events are spread out so there really isn't a big influx where a police detail would be needed.

Clawson thought that the police chief previously said that there haven't been any problems and Seelig then it should not be a problem getting an okay from Chief Broderick that a police detail is not needed. Garron asked if they were going to leave it to the chief's approval and Seelig said yes. Attorney Taylor thinks the language needs to be changed a bit to reflect that the need for a police detail will be up to the police chief because it reads he has to have a plan for one subject to the approval of the chief of police. Seelig said that your plan is not to have one so that is up to the approval of the chief of police. Roy asked if Seelig is sating to leave the language in and have the chief make that decision on an annual basis. Seelig said or on the base of each show as some may be larger than others and Clawson agreed. Attorney Taylor said the only difference in the language is that we check with the police chief to see if a police detail is required or not. Roy said yes and explained that both chiefs sign off before the BOS approves live entertainment permits and Garron added that they also sign off on road work. Attorney Taylor said it could read "if the chief of police determines a detail is needed for any part of the event".

Attorney Taylor said that the fire department handled the evacuation plan and now the police have been added. He asked the fire chief if this how it usually handled and Chief Viveiros said that they work together on it. Garron said that something like that would be coordinated together.

#### *Vendors*

Garron read:

*At least 10 days prior to the commencement of a horse show Clawson agrees to provide a list of proposed vendors.*

Attorney Taylor said the wording is not changing just the number. Seelig said up to five for food and beverages and twelve for the non-food and beverage goods.

#### *Recreational vehicles*

Attorney Taylor said that Clawson was looking at twenty-five recreational vehicles and the reason being is that these horses are quite expensive and the owners want their own security people and do not want to relay on the security that is offered by Clawson. He added that there are no hook-ups out there, no waste disposal on site and that the RVs are self-contained

#### *Quiet time*

Attorney Taylor does not if it has been put in the language but knows that curfew and noise issues have been discussed so maybe they should talk about when quiet time should be. Also somewhere in the agreement it says no camp fires but that is not allowed anyway and Clawson has security to make sure there are none. Garron asked what is normally the time last show is over and Clawson said typically they like to finish between four and five but sometime is runs until six and on a rare occasion they would go to seven. Garron thought that after eight o'clock music would not be blaring and Clawson said no it wouldn't. Attorney Taylor thought after nine o'clock would be quiet time because over the summer that is when it get dusky out but eight o'clock is not unreasonable. Garron said eight o'clock. Millias asked when he said there would be no hook-ups will there be power and water hook-ups and Clawson said yes. Clawson said he does not anticipate having twenty-five but just want to have that number so he does not have to say no if someone was to bring in camper. Roy said that at this time you have five and now want to go to twenty-five and she understands the reason why it is needed but it is a big jump and asked if they could meet in the middle and see how it goes.

Seelig said you are doing the same thing with the number of horses having them increase a little each year so you can say in ten for one year; fifteen the next; twenty the next and if problems arise we can rein it in.

Roy said they could approved the twenty-five but it things are not working out then they can be reduced.

Burt Gaynor asked that if the Board was going to increase from five to twenty-five would that increase five generators to twenty-five generators because this would increase the noise and awful lot. Millias said that is why he was asking if there would be power and water hook-ups. Clawson said right now they have five electrical hook-ups and the ones that do have generators are quiet. Roy asked if five generators going right now and Clawson said at this show now and last one there were none and Attorney Taylor said that some are battery operated and people will be sleeping therefore the generators would not be running all night long. Clawson said that no neighbor could ever hear the generators because years ago we would run the diesel generators to run power outback and it could not be heard from my house. Attorney Taylor said regardless of the number if there are noise complaints that goes against the general nuisance by-law and is something that can be addressed. Millias thinks they should handle it now and put it in the agreement because it becomes an enforcement issue which means we are going to have to send a cruiser to follow up on a generator complaint. Roy said that twenty-five would be the most at the August show and asked on an average how many people he would want staying for the other shows and Clawson said three or four right now. Garron said so how about look at ten and Clawson said for the August show he thinks he would be over the ten. Garron's major concern is that even though the generator are silent they give off fumes and people are paying that kind of money for horses they don't want something that is going to cause problems with their lungs. Attorney Taylor said that these people are way back and with that being said Roy said being way back then they are closer to the neighbors and Clawson said the nearest neighbor from the back of his property is three quarters of a mile. Roy asked if there were twenty-five campers how many generators would there be and Clawson said maybe five but you could put a limit on it. Roy made the point that no matter what the generators would generate noise after quiet time. Millias said that people in their trailers will be more inclined to use the generators because they don't know how long their batteries will last. Attorney Taylor said when it is quiet time they won't be able to run their generators but have to use their batteries until quiet time is over then charge them up the next day. Roy asked what if it is a very hot august night and they need air conditioning and Clawson said he'll look into getting more camper hook-ups if he is approved. Millias said he personally would consider that. Clawson said the last thing he wants to hear are any generators going at all. Roy asked if he would be interested in have electrical hook-ups so that when a trailer comes in they hook-up and don't need a generator and Clawson said yes. He said he has a transformer down there now but if he allowed only five vehicles there is no need to add more. Millias asked if he had some in the tent area he said yes but that is only one tent and not a camper type tent. Roy asked what the process would be to do more hook-ups and he said getting the permits and Millias added getting an electrician and digging some trenches. Clawson said it would probably be a six month deal. Roy asked if we could have Clawson commit to this and Garron said he personally would like to table this until he gets the hook-ups.

Millias does not have a problem with more RVs and would be inclined to raise the limit as long as there were appropriate hook-ups but does with noise issues from the generators and does not want to be in a position where they have to go down there and ask that things be shut off because neighbors are calling to complain. Clawson asked if they could come to a compromise for the August show with a limit of fifteen and if he can get the electrical hook-ups in we can raise it to twenty-five. Millias said just for the August show with the stipulation that if there are complaints it could be a problem for him. Attorney Taylor said that if you get a complaint on the August show just give Mr. Clawson a call and he'll go back there and address whatever the complaint is as he does not want complaints. He also mentioned that security will be around there keeping it quiet.

Garron's personal opinion is that he does not want to go with the twenty-five. Attorney Taylor said on a permanent basis they are talking about a number tied to electrical hook-ups so if he only puts in half the hook-ups he only gets half the amount. Millias said there still needs to be a cap. Roy suggested like with the number of entries where it increased over time and Attorney Taylor said the issues with that is that Clawson is only going to want to install hook-ups for the amount that is approved. Garron said he would be willing to go with fifteen and Clawson said that was fine and Roy added that if you put in the higher number there can be a contingency that if it is not working maybe a fine be instilled. Roy does not have a problem with the twenty-five having electrical only if there is something in place that if it is not working it shrinks. Millias could live with that but it is the hook-ups that concern him. Attorney Taylor suggested twenty with each having hook-ups and both Millias and Roy were okay with that number. Attorney Taylor said keep the August show at fifteen but after that it is based on the electrical hook-ups or leave five this year but then after that based upon the electrical hook-ups or leave at five this year; fifteen for August and commencing next year up to maximum number of twenty however each RV has to have an electrical hook-up and Millias added and the use of generators will not be allowed. Attorney Taylor then said after the quiet time and Millias said they shouldn't need them at all if they have power and Clawson said right. Roy still wants something the language that if things are not working out the number can be reduced and Clawson said he was fine with that.

#### *Landscaping*

*Clawson will maintain the landscaping along the driveway to the property and shall pick up and dispose of any trash generated by the horse shows whether on the premises or along the public ways leading to the premises.*

Attorney Taylor questioned *along the public ways* and Garron said there is a border between his property and someone else so if there is any trash there it would be because of the shows. Millias added that he has two immediate abutters. Attorney Taylor said that he picks the trash up on his property which will take care of the abutters it was just *public ways* wording he was questioning asking if that was needed or should it say the frontage. He suggested the wording *along the driveway and his premises and the frontage on Plymouth Street*. The BOS was okay with that.

16a

*No open fires shall be allowed on show days or the day before the beginning of any show.*

Attorney Taylor thought his draft said no open fires. Garron said no fires period especially when there is hay.

16b

*The town and Clawson will meet in November 2021 to discuss any possible changes to this consent agreement. If the parties agree to any changes, these changes shall be effective beginning 2022 unless the agreement states otherwise.* Attorney Taylor thought that this did not need to be in the agreement as the Board can have a discussion with Mr. Clawson at any time and vice versa. Seelig said that he is trying to avoid a situation that we are in right now as we are already in the horse show season and thinks changes should get resolved as soon as possible so that Clawson can have plenty of opportunity to revise his schedule if necessary without doing it in the mist of everything. Attorney Taylor understood the reason behind it but feels it is not needed and Seelig said it is nice to have it in there. Clawson said he was fine with that.

16c

*The Town, through the Board of Selectmen, may receive complaints from time to time concerning this Agreement or the Horse Shows. If the Board of Selectmen finds sufficient reason that one or more violations of this Agreement have occurred, then the Board shall notify Clawson of the complaint and shall hold a hearing on the complaint within 21 (twenty-one) days of notifying Clawson. If, after the hearing is held, the Board finds sufficient evidence that a violation has occurred, the Board issue a notice to Clawson stating that violation must be corrected with a certain number of days, issue a fine to Clawson of up to \$300 per violation, each day or the violation incurring a separate fine, or revoke its acceptance of one or more changes to the original consent agreement of November 4, 1993, or some or all of the above.*

Attorney Taylor said his fines staggered and it matched the three hundred. He knows that Zoning has per day and thought that each day would be separate violation and further said that if the violation occurred on one day and then two days later it occurred again then it would be considered two violations. Bert Gaynor stated that Zoning says a maximum of \$300 per day per violation. Millias brought up the point that there is a multi-million dollar show going on and if he was to violate the agreement in any way the worse that can happen is he get fined \$100 or \$ 200 which is nothing when look at the whole scheme of things.

Attorney Taylor said under the original agreement the process is that if there is a violation it goes through the court system. He understand that doing this is costly so he wanted to do something on the local level so he took the idea of the statue of the zoning by-laws and the process already in existence and tried to bring them down.

At this time Mr. Bolger (appointment time with the BOS 7:45) came before the Board as there are still more topics to address with Mr. Clawson and the Board did not want to keep Mr. Bolger waiting.

***Jeffrey Bolger – Public Access – Silver Lake***

Mr. Bolger wanted to discuss with the Board about a lot, which Lawrence Henrich had owned, on the corner of Brandies Circle and Harvard. He began by saying that this lot is unbuildable and there is a “dike” a third of the way into the lot where water from the development drains into. He continued to say that in 2007 his widow offered to give this lot to the town as a gift which was voted and approved but she did not have the rights to the property hence the town owning now is null and void.

He objected to this at town meeting because if the town owns the land then people will think of it as public access and that is that has happened. Mr. Bolger showed the Board a picture of four cars parked on the sidewalk in front of the drainage ditch. He is not going to say that he has not used the lake for kayaking as well as other who live all around on the lake but what he did want to point out is that there are people coming from outside parking on the sidewalk. It has become a problem, such as people throwing beer cans in the area and he understands the Town does not own the land and there are limits to what they can do but he thinks at the very least the town does control the sidewalk and could put up no parking signs. Roy said that they had a conversation with the police chief and he said that would be the best we could do because the environmental police are ones who monitor the lake. Seelig said the Henrich estate could put up put “no trespassing” signs on the property and the police to enforce it. He continued to say that the no parking signs are an excellent idea because we don’t have to worry about who it is or why. Mr. Bolger said he did not realize until looking at the map a little closer that the beginning of the path may cross another resident’s property. Millias asked what the status of the land was and Mr. Bolger said that the taxes are up to date. Garron said that the Board could make a recommendation to the Police Department telling them that there is no parking there. Seelig said that there is process they need to go through as they need to figure out where you want the no parking zone and notify the abutters because there may be someone on the street has an objection to the signs. Seelig also wanted to mention that if money is needed for the signs then they can ask the Finance Committee. Roy mentioned that the new owners of the Henrich property came in a few weeks ago as he was concerned about people cutting through his property and Mr. Bolger said they very well could be doing that because there is a well-worn path. Seelig is going start off with two lots away in placing the signs and notify everybody and if people come in and object we can narrow the zone the abutters about the public hearing on July 12<sup>th</sup>. Garron understanding was that no one was to be on the lake and no fishing and Seelig said in 1970 there was general law saying you can fish there only with permission from Brockton but Brockton doesn’t give any permission. In closing Garron said action they are going to take is that they are going to have a hearing on July 12<sup>th</sup> and Seelig said that he will notify the abutters.

***Scott Clawson - Fieldstone Farm Consent Agreement (continued)***

Attorney Taylor if Clawson contends a violation and the BOS want to take action on it that it should be a violation in writing and signed. He would want someone other than one of the Board members to go down and investigate so that it is not one of the people who have to determine there is violation. Roy said that she would like to investigate it but is okay with sending someone beside one of the selectmen. The notice is to be sent certified mail or return receipt to insure delivery and shall be specific of what the allegation is. Then there will be a hearing before the BOS. Attorney Taylor had put no sooner than fourteen day and the BOS’ draft said 21 days. Millias thinks fourteen days is reasonable and Seelig did not have a problem with it.

Attorney Taylor did not see anything in the agreement that will require prompt action and Seelig said if it did then we would have other agencies involved for example the BOH. Garron asked if there were open fires and Attorney Taylor said Clawson would get two affirmative actions one from the BOS and one from the Fire Department. BOH issues will have immediate recourse and if that action was a violation of the agreement Clawson would come before the BOS.

Garron asked if the fourteen days was counting the weekends/holidays and Seelig said unless it says otherwise it is all days.

The Board's draft said *sufficient reasons* and Attorney Taylor put *clear and convincing evidence* and the reason is because if this was brought to court the standard for the count to determine if a judgment is contested is *clear and convincing*. So that if Clawson was to appeal something in the agreement the BOS would go to court and he thinks standard here (wording in the agreement) needs to be the same as there (in court). Attorney Taylor said that he can talk with Mr. Mayo about that. He also clarified that *clear and convincing* is not the same as beyond a reasonable doubt. He did put in the agreement that Mr. Clawson can avoid the hearing and wants to put that he *acknowledges that there may have been a violation* and then it details what the remedy would be. Roy thought part of the penalty is to be verbally spoken to and if that was to happen she would like to sit down and have a conversation as this develops the relationship. Garron said one of the keys to this working is the ability to communicate with one another so we feel what we are receiving are the facts not something that says they're not going to come down here. Attorney Taylor said they can work on that. Attorney Taylor thought there should be time for good behavior depending how they talk about the penalties and Garron asked what would be good behavior and he said no violations. He also put in there if he contests what the Board does, he could bring it to court as a contempt action and they are back where they started.

#### *Good behavior and fines*

Millias thought is that good behavior is not getting fined and Attorney Taylor said it is but he is anticipating that there will be some escalation of punishments so when we talking about a long time agreement when there are some mishaps earlier then let's say fifteen years later there is another. Roy does not want it to be easy and Garron asked what worst case scenario would be and attorney Taylor said revocation of the acceptance of the changes. Seelig is concerned as big as these events are to fine one hundred two hundred or three hundred dollars is just too easy. Attorney Taylor said you need to keep in mind the fines needs to be in line with other fines that are given out by the Town and you can't single anyone out and the punishments need to be in line. He brought up the point that lets say Walmart is doing something that is three hundred dollar a day violation it is the same scenario. Seelig said that we can shut them down and explained that the fine system is like a wakeup call telling that person hello pay attention with the hope that it stops. Millias said there has to be consequences to the violation if something did occur and Roy agreed. Attorney Taylor does not know how to justify the \$300 because that is the maximum amount the Town would give anyone else. Roy said that they all know that the most serious thing would be going back to the original agreement and asked if Attorney Taylor was suggesting the first offense be a monetary fine and second one loss of the agreement and he thinks that the monetary fine is okay for the first offense but does not think the second should be to take the agreement away. Roy asked what he thought the second should be and he was at a loss. Seelig suggested that the BOS only take away the thing that was violated so it is relevant to the violation that occurred; such as if you were over your limit in having the RVs then you reduce that or if over in the horse entries reduce that and so on. Roy then said the third offense would be to take everything away as the agreement has been violated. Attorney Taylor was uncomfortable with the second strike your out and Roy said you're not only the one thing that you were in violation of.

He said as a practical matter if you take one piece of the agreement it can affect other things. Roy explained the first time we say you shouldn't have done that here is your fine and then the second time seeing as the fine didn't get your attention we're not going to take everything away just that particular part of the agreement thing until we see some improvement. Attorney Taylor said that part of the maximum penalty could be probable negotiated punishment and Millias said that is too open. He did not think so because the BOS determines there is a violation so on the second one you could revoke the acceptance but he wants to leave some room for the BOS to do something else. He explained that Clawson could come in and explain "I figured out what happened and have taken these steps to stop it" because some of the violations will be clear and others may be hard. He suggested that maybe the BOS can add some more oversight to the agreement and Millias asked how can we do that without having someone on site for the five days. With that being said Attorney Taylor said you could say we don't have the authority to pay someone to go down there but if you (Clawson) agree to pay \$500 to have the BOS send someone to verify the violation the BOS gets the assurance that Clawson has stepped back in line. Attorney Taylor said this can be referenced *up to and including* as the BOS cannot order him to do anything but he can agree to. Garron did not have a problem with what his attorney had said except for the fact that the first violation is a mistake but if the same violation occurs again then the punishment part comes into play. Attorney Taylor did not disagree with what Garron said but that is why it becomes a question at the time because certain violations happen at a frequency so maybe with the second violation you say "hey this is the second time you were just here last year because of this what are we going to do?"

Attorney Taylor stated the following:

Violations

1<sup>st</sup> - \$300

2<sup>nd</sup> - \$300 and other punitive action up to and including revocation of the section

3<sup>rd</sup> - \$300 and up to including revoking all the changes

He then said there would have a second caveat that says for any offence second or more it is recognized that the up to and including can be negotiated penalty or remedy agreed to by the parties that way there it gives the BOS the flexibility. Garron cannot think of any situation that may come up were they all cannot have a reasonable discussion about. Attorney Taylor hopes that the first time something happens they get it figured out so it does not happen again.

*Good behavior*

Attorney Taylor asked if there is a time where it can reset back to the first and Millias said speaking for himself he said no as he does not think it is necessary. Garron said if comes to a point that we know something has been put in place it has to be really serious and would think that they went through every course possible to remedy the situation. Attorney Taylor does not disagree but has to think about the other people that may be sitting on the Board and all three members understood what he was saying.

Paragraph (17)

Attorney Taylor thinks the Town wanted to remove the following language that was in the original consent agreement.

*The Town acknowledges and agrees that, subject to the conditions set forth in this Consent Agreement/Judgment, Clawson shall have the right to conduct horse shows on the premises as a matter of right without obtaining a special permit or any other land use approval or permit from the Town. In the event that any legal action seeking to prohibit or further regulate the conduct of the horse shows (other than an action for the enforcement of the provisions hereof) is commenced by the Town or any other agency or board thereof, this Consent Agreement/Judgment shall, at the option of Clawson, be declared null and void and without further force and effect.*

Attorney Taylor said that this does not take away the Boards enforcement as the enforcement is in the agreement and thinks the idea from the beginning was if the Town started to take some action with regards to the horse shows outside this agreement then Clawson could declare the agreement null and void.

Mr. Borsari (in the audience) asked if the fuel tanks were removed and Attorney Taylor said the fire chief is addressing that and is working with Clawson to put everything into compliance. He continued to say that the tanks are empty and they do comply with what is required. Mr. Borsari then asked what does null and void mean and Attorney Taylor said that if the town tried to regulate the horse shows to impose something on him outside the agreement that would be the equivalent of the town saying that they no longer want the agreement and then Clawson would have the option of saying okay or no that is violation of the agreement.

Seelig said that he want to talk with Mr. Mayo because he may have wanted the wording changed.

#### *Assignee*

Roy's initial reaction is that we are making an agreement with Mr. Clawson and are trusting him to his agreement but if there was a third party the Board may not have a say in it but on the other hand we also do not have a say in who he can sell his business to. Seelig said the main question is who is running the shows is it the corporation or Clawson and Millias said that make a difference as to who they are entering into an agreement with. Attorney Taylor said Clawson is the one responsible in seeing that the compliance is going on. He is not the sole proprietor he was twenty-three years ago and now his business structure is set up as a corporation with a single shareholder and his intention is to pass this on to his children in the future.

Garron's question was that the BOS is signing the agreement with Clawson not his corporation so why are we not asking to have the corporation sign and Millias asked who are we actually negotiating this agreement with. Attorney Taylor said they will have an agreement with Clawson but anyone who takes over the corporation is bond by the terms of the agreement. The BOS is going to run this by Attorney Mayo. Attorney Taylor is going to include all the changes/additions in a final draft and send to Mr. Mayo to review and get a copy to Seelig.

Mr. Borsari questioned the number of horses and entries and Garron explained that the number of entries is different from the number of horses because some horses may be entered in more than one event for example it may show 600 horses but only 300 entries. He then asked if there were a maximum number of horses and if there were a maximum number entries and Attorney Taylor said not any more on the maximum of horses and as for the entries it goes up to seven hundred and twenty-five by the year of 2020.

Another thing he asked about was the liquor license and if the campers and RVs can only be hooked-up for horse shows. Seelig said that the liquor license is an entirely different issue as Clawson himself is not getting the license but the vendor who is running the Silver Oak Jumper Tournament will be applying for the one day license and not Fieldstone Farms and yes the campers and RVs can only be hooked-up for the horse shows. Lastly he asked if it was in the agreement and Seelig said we have a trailer by-law so if Clawson had RVs there outside of the horse show dates and they were being operated that would be illegal and he would need a separate permit for that. Attorney Taylor and Clawson will be back in on July 12<sup>th</sup>.

### **GENERAL MAIL / DISCUSSIONS (CONTINUED)**

#### Monponsett Pond SOLitude

SOLitude did not stay in contact with Natural Heritage so until things are straightened out, Natural Heritage will not let Halifax continue with treatments. Seelig is very leery that we are going to be able to do any treatments this summer. He will be in communication with all interested parties.

#### Duxbury Regional Dispatch

Seelig stated that Chief Nord is eager to move this along so that he can get the funding and asked the BOS if they wanted to move forward with signing the agreement or do they want to take more time to think about it. Millias thinks that they have thought it out and is okay with moving ahead. Garron's only concern is having coverage at the police station but he has spoken to Chief Broderick and was told that there is going to be a *safe room*. Millias said that we are fortunate that Duxbury will engage hiring some of our personal and wanted to note that at this time if someone comes into the station the dispatcher behind the window cannot leave their station and that having a *safe room* is a good option. He also wanted to say that Duxbury is a class act. Roy said that she is very comfortable doing this and that Duxbury provides a top notch service and stated that this will be a savings for the town. She also said that we are not settling but are choosing a great product. Garron said that they have worked with the chiefs on this and if they are comfortable with doing this he is confident that this is a good thing.

Moved by Roy and seconded by Millias, the Board unanimously voted to execute the contract between the Town of Halifax and the Town of Duxbury to perform our dispatching duties for the next five years.

Garron asked when would this commence and Seelig said sometime during fiscal 2017 and Roy said that this is contingent on ensuring that things are done at the police station and we all feel comfortable that our station is ready to be use in a way as a safe place. Garron said so this won't be for a few months and Roy said correct and Millias said signing the contract is the first step in starting the process. Seelig said that they will keep the public informed as to how the transition is going.

#### Sergeants' Contract

Moved by Garron and seconded by Millias, the Board unanimously voted to approve the contract between the Town of Halifax and the IBPO Local 309 (Police Sergeants), effective July 1, 2016 through June 30, 2019.

Special Town Meeting

The Board needs to open and close the Special Town Meeting and place Articles on the warrant for the following:

- school roof
- Fire Department staffing
- Dispatcher contract
- Monponsett Pond
- HOPS open space plan

Roy explained that that the town needs an open space plan for HOPS in order to apply for a grant for the playground.

Moved by Roy and seconded by Millias, the Board unanimously voted the following to hold a Special Town Meeting on July 25, 2016. at 7:30 pm at the Halifax Elementary School.

Moved by Roy and seconded by Millias, the Board unanimously voted the following:

- to open the warrant for the Special Town Meeting and place Articles for the items listed above.
- to close the warrant for the Special Town Meeting

Reappointments

Moved by Roy and seconded by Millias, the Board unanimously voted to reappoint the following individuals to the various boards, committees and commissions:

**Agricultural Commission**

Suzanne Emerson term to expire June 30, 2017

**Building Inspector Assistant**

William Kelly term to expire June 30, 2017

**Cable T.V. Advisory Committee**

Richard Wright term to expire June 30, 2017

**CERT Director**

Thomas Schindler term to expire June 30, 2017

**Fire Dept. Study Committee**

Jason Viveiros term to expire June 30, 2018

Kim Roy term to expire June 30, 2018

Thomas Hall term to expire June 30, 2018

**Forest Fire Warden**

Jason Viveiros term to expire June 30, 2017

**HEMA Director**

Jason Viveiros term to expire June 30, 2017

**Historian**

Susan Basile term to expire June 30, 2017

**Historic District Commission**

John Shea term to expire June 30, 2019

**Historical Commission**

Susan Basile term to expire June 30, 2019

John Shea term to expire June 30, 2019

**Licensing Authority Agents**

Chief Edward P. Broderick term to expire June 30, 2017  
Sgt. Theodore Benner term to expire June 30, 2017  
Robert L. Briggs term to expire June 30, 2017  
Sgt. William Caprio term to expire June 30, 2017  
Joseph Cushman term to expire June 30, 2017  
Robert DeRoo term to expire June 30, 2017  
Albert Hingst term to expire June 30, 2017  
Robert McDonnell term to expire June 30, 2017  
Michael W. Schleiff term to expire June 30, 2017  
Ryan Simpson term to expire June 30, 2017  
Sgt. Patrick K. Sterling term to expire June 30, 2017  
Herbert R. Wiltshire, Jr. term to expire June 30, 2017

**Municipal & School Building Committee**

John Campbell term to expire June 30, 2019  
Robert Gaynor term to expire June 30, 2019

**O.C.P.C.-Area Agency on Aging Advisory Committee Delegate**

Ellen Murphy term to expire June 30, 2017

**O.C.P.C.- Delegate**

John Mather term to expire June 30, 2019

**Parking Clerk**

Pamela Adduci term to expire June 30, 2017

**Police Matrons**

Christine Callahan term to expire June 30, 2017  
Joy Firth term to expire June 30, 2017  
Susan Lawless term to expire June 30, 2017  
Antoinette Ross term to expire June 30, 2017

**Special Police Officers**

David X. Acevich term to expire June 30, 2017  
Patrick Donnelly term to expire June 30, 2017  
Panashe J. Flint term to expire June 30, 2017

**Sealer of Weights & Measures**

Herbert A. Wolfer term to expire June 30, 2017

**Town Counsel**

Lawrence P. Mayo term to expire June 30, 2017

**Veterans' Agent, Veterans' Service Officer, Veterans' Burial Agent**

Wilford C. Corey term to expire June 30, 2017

**Wiring Inspector**

Stephen Peterson term to expire June 30, 2017

**Wiring Inspector Assistant**

Dennis McManus term to expire June 30, 2017

**Zoning Board of Appeals**

Robert Gaynor term to expire June 30, 2021

**MEETING ADJOURNED**

There being no further business, moved by Garron and seconded by Millias, the Board unanimously voted to adjourn the meeting at 9:53 p.m.

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Kim R. Roy  
Clerk

/pjm