

**Board of Selectmen
Minutes of Tuesday, April 03, 2018
Bourne High School Library/Media Center
Bourne, MA 02532**

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TA Tom Guerino

Selectmen

George Slade, Chairman

Peter Meier, Vice-Chairman

Judith Froman, Clerk - Excused

Don Pickard

Note this meeting is being televised and recorded. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time – Michael Rausch Bourne Enterprise.

All items within the meeting agenda are subject to deliberation and vote(s) by the Board of Selectmen.

Documents

6:00 p.m. Chairman call public session to order in open session

Meeting Called to Order

Executive Session 6:00 P.M.

a. Motion to enter Executive session to discuss the discipline of a public officer of the town to pursuant to GL Chapter 30A, Section 21 (a) (1). The Chair has declared that an open meeting may have a detrimental effect on the position of the public body.

b. To conduct strategy session with respect to litigation for Cumberland Farms, Inc. v. Daniel Doucette et al and Pinnacle Site Contractors LLC v. Bourne Conservation commission, 40B Developments including Pilgrim Pines and Chase Estates, and Status of Fire Department Civil Service Hearings as an open meeting may have a detrimental effect on the litigation position of the public body. The Chair declares that such open discussion will have a detrimental effect to the litigation position of the public body.

Roll call vote to convene in Executive Session for the purposes stated. The Board will reconvene in open session following the Executive Session at approximately 7:00 p.m.

Meeting Called to Order

Chm. Slade called to reconvene the open meeting at 7:05 pm.

RECEIVED
2018 MAY 30 AM 10:56
TOWN CLERK BOURNE

George Slade stated there were votes regarding Pilgrim Pines Chase Estates and Pinnacle Associates as well as Cumberland Farm; on the advice of Town Counsel the Board took a vote to follow the advice of Town Counsel on each one of those cases.

Moment of Silence for our Troops and our public safety personnel /Salute the Flag

Public Comment – Non-Agenda Items

Phil Silverman, Atty. for the Haven Center. The Haven Center has previously received a letter of non-opposition to operate a medical marijuana dispensary in town. They are looking to further its operational process for a host agreement for the medical marijuana operation and adult use. They would like to appear before the Board on April 17th. Would like to move forward and come to an agreement with the town. Tom Guerino will look at the schedule for April 17th and speak to the Chairman about the agenda.

Liz Brown, Bourne Village wanted to know what the Town's plans are for the existing police station.

3) Approval of Minutes: 2/13/18; 2/27/18

Voted Peter Meier moved and seconded by Don Pickard to approve the minutes from February 13, 2018. Vote 3-0.

Voted Don Pickard moved and seconded by Peter Meier to approve the minutes from February 27, 2018. Vote 3-0.

Voted Peter Meier moved and seconded by Don Pickard to take 8A out of order as the next item on the agenda. Vote 3-0.

8) Selectmen's Business

a. Mr. Comoletti's request related to memorial naming on publicly owned property

George Slade gave a brief history on this request. There are guidelines now for the placement of memorial objects, but this request was received before the guidelines were in place.

Voted Don Pickard moved and seconded by Peter Meier to allow this request to be heard because this was brought to the attention of the Board before the policy was in place. Vote 3-0.

Don Pickard read the request from the Comoletti family, our family is respectfully requesting that the Bourne Board of Selectmen accept our request that the naming of the basketball court behind the Bourne Veterans Memorial Community Center in memory of our son Jason Commoletti be placed on the agenda and voted on.

Tom Guerino wanted to clarify that this is to honor the request as written to honor Jason Comoletti by naming the Basketball court. The instruction to the Town Administrator, the Department of Public Works Director, and the Recreation Director to work with the family to find a mutual agreeing way to do that.

Voted Don Pickard moved and seconded by Peter Meier to honor the request of the Comoletti family and name the basketball court behind the Bourne Veterans Community Center in the memory of Jason Comoletti. The planning and execution will be conducted by the Town Administrator, the town DPW Director, town Recreation Director in conjunction with the Comoletti family. Vote 3-0.

Voted Don Pickard moved and seconded by Peter Meier to take 5E out of order as the next item on the agenda. Vote 3-0.

5) Licenses/Appointments

e. Phinney's Harbor Days

- **Use of Town Property - Monument Beach Parking Lot**
- **One Day Beer & Wine License**
- **Entertainment - Live music**

Tom Guerino briefly spoke about the Annual request for the 4th of July parade from Jennifer Kennedy, This is about the 9th year this has taken place. Mr. Ceiver wanted to bring up an issue with respecting our military and getting our military here for the parade.

Mr. George Ceiver, Military Coordinator, spoke about the request to get military precipitation. Last year we only had about half the turn out we have had in the past. Requesting that the Board support them to see if they can get the attendance from the military back up again. He will send in the request the end of this week to the National Guard Headquarters and will send a copy to the Town Administrator.

Peter Meier went over the request for the 4th of July parade. Location Academy Drive and Main Street. Annual Bourne on the Fourth of July Parade July 4 2018, 9:00 A.M. to 12:00 P.M. The Parade will begin at 10:00 A.M. and be approximately 90 minutes in length. Start at Academy Drive and Main Street, proceed down Main Street and finish at the Bourne Veteran's Memorial Community Building parking lot.

Voted Peter Meier moved and seconded by Don Pickard to approve the request subject to the conditions listed on the route slip. Vote 3-0.

4) Correspondence

George Slade read the correspondence

- A. Stanley Eldridge submitted a letter of resignation from the South Side Fire Station Feasibility and Design Building Committee
- B. Complaint filed by Margaret Stevens regarding 31 Wing Road, Pocasset
- C. Bean & O'Connor, Attorney at Law, submitted a letter regarding a Notice of Intent for property location at 165 Jefferson Road, Bourne
- D. Board of Health public hearing notice for 165 Jefferson Road, Bourne
- E. Letter from Buzzards Bay Coalition regarding Town of Bourne - Buzzards Bay Wastewater Treatment Facility Permit #974-0
- F. Letter from the U.S. Economic Development Administration Proposal Review Committee [PRC] reviewed proposal for expansion of a wastewater treatment facility. Based on initial review the PRC has determined that the proposal is responsive to the Federal Funding Opportunity [FFO]
- G. Cape Light Compact activity report for the month of January 2018
- H. Department of Environmental Protection submitted the following:
 - Buzzards Bay Wastewater Treatment Facility, Queen Sewell Park - completed review of engineering report
 - Buzzards Bay Wastewater Treatment Facility, Queen Sewell Park - response to application for permit to discharge
 - Individual Groundwater Discharge Permit - Fact Sheet
 - Individual Groundwater Discharge Permit
 - Groundwater Discharge Permit 974-0
- I. Upper Cape Cod Regional Technical School submitted FY2017 Audited Financial Statements, FY2017 Report to School Committee Report for the end of Year Report for FY2017. [Copy on file in the Town Administrator's Office]
- J. Haven Center, Community host agreement
- K. Letter from Marilyn A. Jackson requesting appointment to the Council on Aging

Tom Guerino said he has a response regarding item B from the Affordable Housing Trust relative to the concern on Wings Road. It was received today. They are trying to mitigate all of the issues that are being presented with the new house being build out there.

Mr. Guerino also spoke about the host community agreement from the Haven Center. It has been received and there is a lot of negotiations that will have to be done.

5) Licenses/Appointments

- a. **Appointment - Carl Georgeson - Historic Commission - Associate Member**
- b. **Appointments - Carl Georgeson & Patricia Parker - Education/Scholarship Committee**
- c. **Appointment - Kathleen Georgeson - Cultural Council**
- d. **Class II Dealers License - Pocasset Service Station**
- e. **4th of July Parade**
- f. **Phinney's Harbor Days**
 - **Use of Town Property - Monument Beach Parking Lot**
 - **One Day Beer & Wine License**

- **Entertainment - Live music**

Carl Georgeson spoke about why he wants to be a member of the Historic Commission and the Education/Scholarship Committee

Voted Peter Meier moved and seconded by Don Pickard to appoint Carl Georgeson to the Historic Commission as an Associate Member term to expire June 30, 2018. Vote 3-0.

Voted Peter Meier moved and seconded by Don Pickard to appoint Carl Georgeson to the Education/Scholarship Committee term to expire June 30, 2019. Vote 3-0.

Kathleen Georgeson spoke about why she wants to be a member of the Cultural Council

Voted Peter Meier moved and seconded by Don Pickard to appoint Kathleen Georgeson to the Cultural Council term to expire June 30, 2020. Vote 3-0.

Voted Peter Meier moved and seconded by Don Pickard to appoint Patricia Parker to the Education/Scholarship Committee term to expire June 30, 2020. Vote 3-0.

5.d. Class II Dealers License - Pocasset Service Station

Peter Meier went over the Class II Dealers License for Pocasset Service Station. 372 Barlow's Landing Road, Pocasset MA for a Class II Auto Dealers License.

Mr. Guerino said if the Board moves to approve this evening the bond is in process, we expect it in promptly. The Board can move to approve pending the bond being forwarded to the town.

Joseph Saad, Manager said he is looking to apply for a Dealer License.

Peter Meier said the routing slip states the Planning Board does concur but the plan needs to show the Handicap Space, Town Clerk states the DBA is in process, the Police Department states the entire operation must be contained on the property.

Voted Peter Meier moved and seconded by Don Pickard to approve the application as submitted subject to the conditions listed on the routing slip. Vote 3-0.

5.f. Phinney's Harbor Days

Amy Wright went over the 8th annual Phinney's Harbor Days fundraiser to happen on July 7th 7:30 A.M. to 6:00 P.M. Start the day at 8:30 A.M. with a 5K following that we will have a beach party; raffle and silent auction.

Peter Meier said the comment from the Department of Natural Resources is will parking permits be waived or will there be a designated parking location for vehicles without permits.

Voted Don Pickard moved and seconded by Peter Meier to approve the Bourne Committee Boating Phinney's Harbor Day for Saturday July 7th beginning at 7:30 A.M. through 6:00 P.M. and to waive the parking resident stickers for that day. Vote 3-0.

6) BAN & Bond Signing on various approved municipal projects

Peter Meier went over the General Obligation Bond Signing. On March 28, 2018 the Town of Bourne sold \$10,000,000.00 in General Obligation Bonds for the new Peebles School's Project. The authorization was voted at the October 17, 2016 Special Town's Meeting and December 6, 2016 ballot election.

The Town received 7 competitive bids on the March 28, 2018 sale and the notes were awarded to Janney Montgomery Scott, LLC. After reviewing our policies and financial data during our conference call, Standard & Poor's reaffirmed our AA +/Stable. The following is a summary of the results of the sale:

Bidder	TIC
Janney Montgomery Scott LLC	2.968253% ***
JP Morgan Securities	2.996040%
Morgan Stanley & Co. LLC	3.007512%
UBS Financial Services, Inc	3.011849%
Robert W Baird & Co. Inc	3.042922%
Bank of America Merrill Lynch	3.052142%
FTN Financial Capital Markets	3.107611%

***Includes a \$603,340.00 Premium that will be used to offset total borrowing for the Peebles School Project

Voted Don Pickard moved and seconded by Peter Meier

VOTE OF THE BOARD OF SELECTMEN

I, on behalf of the Clerk of the Board of Selectmen of the Town of Bourne, Massachusetts (the "Town"), certify that at a meeting of the board held April 3, 2018, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$10,000,000 General Obligation School Bonds of the Town dated April 12, 2018 (the "Bonds") to Janney Montgomery Scott LLC at the price of \$10,603,340.00 and accrued interest is hereby approved and confirmed. The Bonds

shall be payable on April 1 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2019	\$500,000	5.00%	2029	\$500,000	4.00%
2020	500,000	5.00	2030	500,000	4.00
2021	500,000	5.00	2031	500,000	3.00
2022	500,000	5.00	2032	500,000	3.00
2023	500,000	5.00	2033	500,000	3.00
2024	500,000	5.00	2034	500,000	3.125
2025	500,000	5.00	2035	500,000	3.125
2026	500,000	5.00	2036	500,000	3.25
2027	500,000	4.00	2037	500,000	3.25
2028	500,000	4.00	2038	500,000	3.25

Further Voted: to approve the sale of \$2,471,053 3.00 percent General Obligation Bond Anticipation Notes, Series A (the "Series A Notes") of the Town dated April 12, 2018 and payable November 15, 2018 to Eastern Bank at par and accrued interest plus a premium of \$18,458.76.

Further Voted: to approve the sale of \$1,350,000 General Obligation Bond Anticipation Notes, Series B (the "Series B Notes" and together with the Series A Notes, the "Notes") of the Town dated April 12, 2018 and payable April 12, 2019 to Eastern Bank at par and accrued interest plus the premium of \$16,038.00.

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement, as amended, dated March 22, 2018 and a final Official Statement dated March 28, 2018 (the "Official Statement"), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement, as amended, dated March 22, 2018 and a final Official Statement dated March 28, 2018, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a continuing and significant events disclosure undertakings in compliance with SEC Rule 15c2-12 in such forms as may be approved by bond counsel to the Town, which undertakings shall be incorporated by

reference in the Bonds and Notes, as applicable, for the benefit of the holders of the Bonds and Notes from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and Notes.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds or the Notes were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: April 3, 2018

Clerk of the Board of Selectmen

Vote: 3-0.

7) Liquor Seasonal Population

Voted Peter Meier moved and seconded by Don Pickard to sign the 2018 Seasonal Population Increase Estimation Form to the ABCC that our population as of July 10, 2018 will be estimated at 40,000. Vote 3-0.

8) Selectmen's Business

- a. Mr. Comoletti's request related to memorial naming on publicly owned property**

b. Rules of Procedure working session

Voted Peter Meier moved and seconded by Don Pickard to defer agenda item 8B. Vote 3-0.

9) Selectmen's Reports

a. Events attended past week

b. Events anticipated to attend current week

Peter Meier spoke about the School Building Committee Construction meeting and the website monitoring of the construction of the new building. There will be a toping off ceremony on Wednesday, April 25th or Friday, April 27th. Mr. Meier also spoke about the ceremony at the Archives Building on Main Street for the 134th anniversary for the Town of Bourne.

George Slade said he attended the FinCom joint meeting last night.

Don Pickard said he will attend the promotional ceremony at the fire headquarters in Sagamore on Friday Morning. Will also be attending a charter complaint hearing.-

Peter Meier said he will also be at the Fire Station ceremony on Friday.

George Slade said he plans to attend the NYE Grant annual meeting; they will be reviewing the trust. Mr. Slade said he also plans on attending the Pedestrian and Bicycle Pathway Committee meeting tomorrow night.

10) Town Administrator Report

a. Cannabis working timeline

b. Priority Based Budget update from Webinar held on 3-29-19

c. Commonwealth - Opportunity Zone Application

d. Economic Development Administration Wastewater Grant Application update

e. Update on Dog Park

Tom Guerino spoke about the proposed timeline for the recreation cannabis issue. This is separate from the Host Community Agreement. The timeline is working back from the date of the Special Town Meeting on October 1st 2018. We will put together a multi-agency working group, which will have members from the Board of Selectmen, Board of Health, Health Department, Planning Department, Planning Board, Police, Chamber of Commerce, Town Administrator, Building Inspector, Finance Committee and 2 people At Large. There may be subcommittees established to help work on this and they could include a financial sub-committee, health regulation, public safety and Host Community Agreement. This will be a facilitated group. We will also try to bring in an expert to help with the complexity of the law.

10A

**Recreational Cannabis
Short Term 6 month** Work Plan**

Town Meeting Anticipated Town Meeting date of October 1, 2018

ACTIVITY	ACTIONS	BY WHEN
1. Establish working group Bring together Community Boards, Staff and Business leaders – 9 person - facilitated	1. Stakeholders roundtables in conjunction with Planning Board and Facilitator timetable s through May and June, 2018 2. Determine recommendations for retail facility quotas 3. Obtain recommended zoning limitations from Planning Board Determine what Types of License to be recommended by Town/BOS Address impediments. (cultivation, Craft, lab, Research, Transport, etc.) 4. Follow Process of Planning Board for Zoning Hearings 5. Establish Special Town Meeting Date for October 1, 2018 – Close warrant August 14 requirements	April 30, 2018 May 30, 2018 May 15, 2018 June 1 – June 15 Dependent of Planning Board work outcomes July 24, 2018
Team: Partnership group – Reps. From BOS, Health Department, Planning Department, Planning Board, Police, Chamber of Commerce, Town Administrator, Building Inspector, Finance Committee <i>Subcommittees may include: financial, health, HCA, public safety</i>		

Elmer Clegg, Planning Board said it was his plan to officially appoint a Planning Board Committee to work on this. It would be a group of 4 members from the Planning Board that would work with Jennifer Copeland to start working on the zoning bylaw changes immediately.

Liz Brown, Planning Board, brought up the community information meeting that will be scheduled by the Haven Group.

Tom Guerino questioned if the Board will concur with this as a broad outline, with the edits, adding the Board of Health and making it an 11-member group, to move forward.

10. B. Tom Guerino briefly spoke about the Priority Based Budget Webinar.

10. C. Tom Guerino went over the Commonwealth of Massachusetts Opportunity Zones. The town of Bourne has some eligibility within this opportunity zone program. The census track that is primary within the town of Bourne is on Joint Base Cape Cod. Because the way this is set up an adjacent track can also be applied for. The adjacent census track brings us into Buzzards Bay. This is a way for people who want to invest in the community to be able to make an investment to an Economic Industrial Development Corporation or a similar entity. They can invest in a project and through this investment for a project have capital gains taxes deferred for up to 8 years.

Draft for Policy Discussion Only



Commonwealth of Massachusetts

Opportunity Zones
February 2018



Summary

- The **Tax Cut and Jobs Act of 2017** created the Opportunity Zone Program, designed to incentivize investment in low income areas by offering favorable federal tax treatment for investors.
- Under the program, Governors may designate up to 25% of low-income community census tracts within their state as **Opportunity Zones**.
- Investors may invest capital gains into these zones, and both defer and reduce their federal tax liability for those capital gains.
- These investments must be made through privately-created **Opportunity Funds**.
- This program will have no impact on state tax policy.



Benefits for Investors

- Investors who choose to invest in these funds defer and reduce their federal tax obligation:
 - Any **capital gains taxes owed on investments into an Opportunity Fund are deferred for up to 8 years**, depending on the duration of the investment.
 - When capital gains taxes are paid, the investor pays taxes on the lesser of the original Opportunity Zone investment, or the fair market value of the investment at the time of claim.
 - Thus, if the investor sees a loss on the investment into an Opportunity Fund, it reduces the amount of capital gains taxes they pay.
 - If the investment stays in the **Opportunity Fund for 5 years, federal capital gains taxes owed on the original investment are reduced by 10%**. If it stays in for 7 years, federal capital gains taxes are reduced by an additional 5%.
 - If the investment stays in the **Opportunity Fund for 10 years, any profits from the fund's investments do not incur capital gains taxes**. If the original investment stays in the fund for less than 10 years, capital gains taxes are due on profits from the fund's activity.



Zone Designation

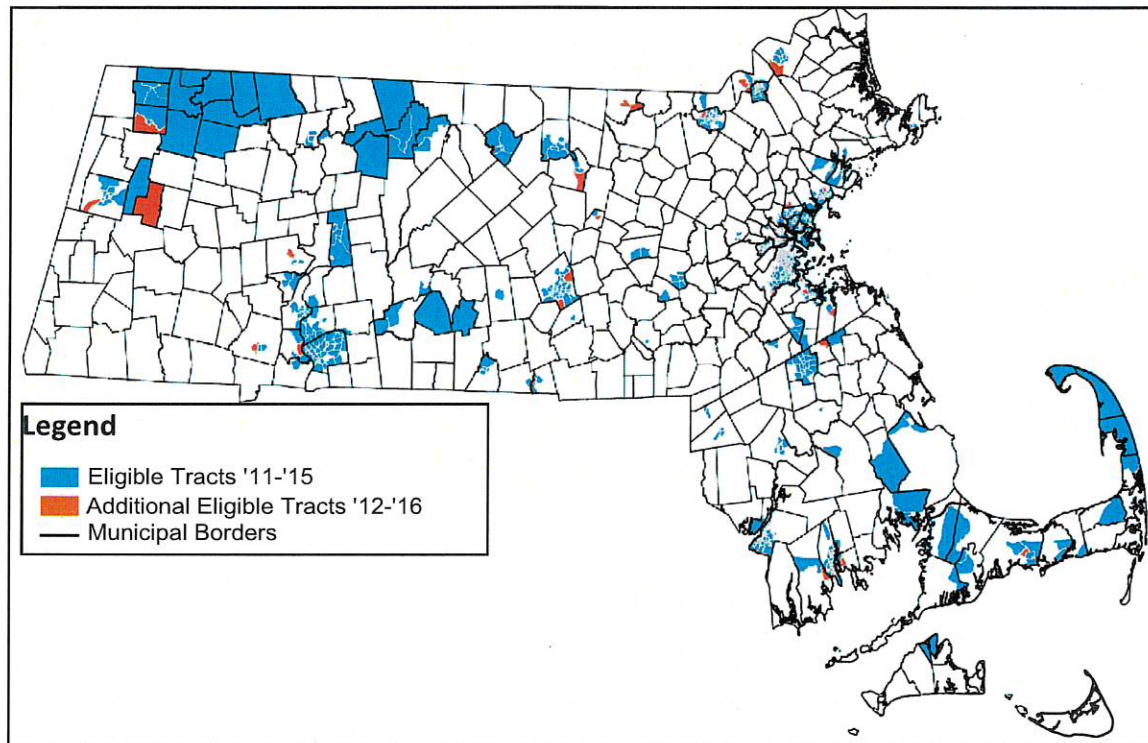
The Commonwealth's only formal role in the Opportunity Zone Program, as defined in the authorizing legislation, is to designate census tracts as Opportunity Zones.

- The Opportunity Zone legislation defines "**Low Income Community**" census tracts as those tracts with a **poverty rate above 20%, or a median family income (MFI) below 80% of the higher of the surrounding MSA MFI or State MFI.**
- Governors may designate a number of census tracts equal to 25% of the Low Income Community tracts in their state, as of the 2011-2015 census, as Opportunity Zones. This census data indicates that **Massachusetts has 547 Low Income Community tracts, and may therefore designate up to 137 census tracts as Opportunity Zones.**
 - Additionally, implementation guidance allows states to designate tracts that qualify as Low Income Community tracts under the 2016 census, but eligible tracts in this category do not add to the 25% cap. Massachusetts has an additional 31 tracts eligible due to this guidance.
- **At least 95% of designated tracts must be Low Income Community tracts.** The remaining may be tracts that are adjacent to Low Income Community Tracts, and which have an MFI under 125% of the qualifying, adjacent, Low Income Community tract.
- **Formal designation will be done by the Governor through the U.S. Department of the Treasury,** and the Treasury has delivered an online tool to Governors for designation. Once approved by the Treasury, Opportunity Zones will remain in place for 10 years.
- Designations will be due to Treasury on **March 22** (90 days after the signing of the bill), though it is possible to request a 30 day extension. Treasury will have 30 days to review the designations and finalize zones.



Opportunity Funds

- **In order for an investment to receive preferential federal tax treatment, it must be directed through an Opportunity Fund.**
- Opportunity Funds are investment corporations or partnerships designed to invest in Opportunity Zones (at least 90% of the fund's assets must be in designated zones).
- **There are no statutory restrictions on who can set up an Opportunity Fund, or on their internal structure.** The creation and monitoring of Funds will be supervised by Treasury and the IRS.
- **Funds may invest in businesses, partnerships, or business property,** subject to IRS restrictions.
 - The Opportunity Zone statute includes language that makes it more difficult to acquire, hold, and flip property without making a substantial investment in it.
 - Opportunity Funds cannot make qualified investments into property that was owned by the fund, or by the controller of a fund, before 12/31/17.



10. D. Tom Guerino spoke about the Economic Development Administration Wastewater Grant Application. We have had a conference call and a meeting with Leslie Richardson. We are working toward some Economic Development narratives and everything that needs to be done to get this grant up and ready. We expect to get everything ready by April 11th. We are applying for 2 million dollars. We should know by June or July whether we were successful.

10. E. Tom Guerino gave a brief update on the Dog Park. We are working on finding a location; put together a group which include the planning department, George Sala, Sam Haines, and myself to try to narrow it down. We are moving forward.

Tom Guerino said he signed off on a grant application with the Buzzards Bay Coalition relative to additional water testing over in Red Brook/Hens Cove area.

Mr. Guerino said on the 17th an Atty. Tom Marigan, from Falmouth and Boston will be in before the Board to discuss the National Opioid Litigation Consortium. Bob Troy is aware of this and has reviewed it. It will just be a presentation

ENGAGEMENT TO REPRESENT

RE: Town of Bourne, Massachusetts civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

TOWN OF BOURNE, Massachusetts (hereinafter "**CLIENT**"), by and through its Board of Selectmen, hereby retains the law firm **LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA** ("**Firm**") on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing the **TOWN** including, but not limited to, filing a claim for public nuisance to abate, enjoin, recover and prevent the damages caused thereby.

Peter J. Mougey of the Firm shall serve as **LEAD COUNSEL**. **CLIENT** authorizes lead counsel to employ and/or associate additional counsel, with consent of **CLIENT**, to assist **LEAD COUNSEL** in the just prosecution of the case. **CLIENT** consents to the participation of the following firms (collectively referred to, herein, as "**Attorneys**"), if no conflicts exist, including but not limited to conflicts pursuant to the Massachusetts Ethics laws and the Massachusetts Rules of Professional Conduct:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida

SWEENEY MERRIGAN LAW, LLP
268 Summer Street, LL
Boston, Massachusetts

RODMAN, RODMAN & SANDMAN, P.C.
442 Main Street, Suite 300
Malden, Massachusetts

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11th Street
Huntington, West Virginia

BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas

HILL PETERSON CARPER BEE & DEITZLER PLLC
500 Tracy Way
Charleston, West Virginia

POWELL & MAJESTRO, PLLC
405 Capitol Street, P-1200
Charleston, West Virginia

McHUGH FULLER LAW GROUP
97 Elias Whiddon Road
Hattiesburg, Mississippi

KP LAW, P.C.
101 Arch Street, 12th
Floor
Boston, Massachusetts

CLIENT is retaining the Firm and Attorneys collectively and not as individuals, and attorney services to be provided to CLIENT hereunder will not necessarily be performed by any particular attorney.

In consideration, CLIENT agrees to pay twenty-five percent (25%) of the total recovery (gross) in favor of CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants the Firm an interest in a fee based on the gross recovery. If a court awards attorneys' fees, the Firm shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **CLIENT shall not pay to the Firm and Attorneys a fee of any kind or nature if there is no recovery.**

The Firm and the Attorneys shall advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated and shall be paid to the Firm and Attorneys. **CLIENT shall not be required to reimburse the Firm and Attorneys for litigation expenses of any kind or nature if there is no recovery.**

CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this retention will preclude other retention by the Firm, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

Attorneys shall have the right to represent other municipalities, governmental agencies or governmental subdivisions in other opioid related actions or similar litigation, subject to the requirements of the Massachusetts Rules of Professional Conduct relating to conflicts of interest,

and CLIENT consents to such multiple representation. CLIENT has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation.

This litigation is intended to address a significant problem in the TOWN. The litigation focuses on the wholesale distributors and manufacturers of opioids and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion-dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Firm with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery.

The Firm intends to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages and/or equitable remedies (e.g., an abatement fund). The purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors and manufacturers of opioids. CLIENT agrees to compensate the Firm, wholly contingent upon prevailing, by paying 25% of any settlement/resolution/judgment, in favor of CLIENT, whether it takes the form of monetary damages or equitable relief. For instance, if the remedy is in the form of monetary damages, CLIENT agrees to pay 25% of the gross amount to Firm as compensation and then reimburse the reasonable litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund), CLIENT agrees to pay 25% of the gross value of the equitable relief to the Firm as compensation and then reimburse the reasonable litigation expenses, subject to appropriation of funds therefore and the applicable provisions of Massachusetts law. To the extent that the remedy includes both monetary damages and equitable relief, 25% of the monetary value of the equitable relief together with 25% of the monetary damages will be deducted from the total monetary damages as compensation for the Firm. If such compensation exceeds the total amount of the monetary damages awarded, payment of the additional compensation amount shall be subject to appropriation of funds therefor. To be clear, however, the Firm shall not be paid nor receive reimbursement from public funds unless required by law. However, any judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter, whether monetary or equitable, shall not be considered public funds for purposes of calculating the contingent fee unless required by law. Under no circumstances shall CLIENT be obligated to pay any attorneys' fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of CLIENT's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Firm will be paid the designated contingent fee from the resources expended by the defendant(s). CLIENT acknowledges this is a necessary condition required by the Firm to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Firm should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by CLIENT. Any division of fees will be governed by the Massachusetts Rules of Professional Conduct including: (1) the division of fees

is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with CLIENT; (2) CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by CLIENT and each lawyer and shall comply with the terms of the Massachusetts Rules of Professional Conduct; and (4) the total fee is not clearly excessive.

The Firm and Attorneys will perform the legal services called for under this Agreement, keep CLIENT informed of progress and developments, and respond promptly to CLIENT's inquiries and communications. CLIENT will be truthful and cooperative with the Firm and Attorneys, disclose to the Firm and Attorneys all facts relevant to the claim, keep the Firm and Attorneys reasonably informed of developments, and be reasonably available to attend any necessary meetings, depositions, preparation sessions, hearings, and trial as reasonably necessary.

LEAD COUNSEL shall appoint a contact person to keep CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by CLIENT. CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation, including but not limited to whether to settle the litigation and on what terms.

CLIENT may discharge the Firm and Attorneys at any time by written notice effective when received by LEAD COUNSEL. Unless specifically agreed by the Firm and CLIENT, the Firm and Attorneys will provide no further services and advance no further costs on CLIENT's behalf with respect to the litigation after receipt of the notice. If the Firm is CLIENT's attorney of record in any proceeding, CLIENT will execute and return a substitution-of-attorney form immediately on its receipt from the Firm.

Upon conclusion of this matter, LEAD COUNSEL shall provide CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

At the conclusion or termination of services under this Agreement, the Firm and Attorneys will release promptly to CLIENT all of CLIENT's papers and property. "CLIENT's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to CLIENT's representation, whether CLIENT has paid for them or not.

Nothing in this Agreement and nothing in the Firm and Attorneys' statement to CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Firm and Attorneys

make no such promises or guarantees. The Firm and Attorneys' comments about the outcome of this matter are expressions of opinion only and the Firm and Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

The relationship to CLIENT of the Firm and Attorneys, and any associate counsel or paralegal provided through them, in the performance of services hereunder is that of independent contractor and not that of employee of CLIENT, and no other wording of this Agreement shall stand in derogation of this paragraph. The fees and costs paid to the Firm and Attorneys hereunder shall be deemed revenues of their law office practice and not as a remuneration for individual employment apart from the business of that law office.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

If any provision of this Agreement is held in whole or in part to be unenforceable, void, or voidable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

SIGNED, this _____ day of _____, 2018.

Town of Bourne, Massachusetts

George G. Slade, Chairman

Peter J. Meier, Vice Chair

Judith MacLeod-Froman

Donald J. Pickard

Michael A. Blanton

Accepted:

LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street

Pensacola, Florida

By.

____ Peter J. Mougey
Date

Lead Counsel

Accepted:

SWEENEY MERRIGAN LAW, LLP
268 Summer Street, LL
Boston, Massachusetts

By.

____ Peter M.
Date

Merrigan

Massachusetts Counsel

Accepted:

RODMAN, RODMAN & SANDMAN, P.C.
442 Main Street, Suite 300
Malden, Massachusetts

By.

____ Richard M.
Date

Sandman

Massachusetts Counsel

Accepted:

KP LAW, P.C.
101 Arch Street
Boston, Massachusetts

By.

____ Mark R. Reich
Date

Massachusetts Coordinating Counsel

SWEENEY MERRIGAN
LAWKP LAW
The Leader in Public Sector Law

Your Massachusetts Legal Team Fighting the National Opioid Epidemic

Massachusetts Opioid Litigation Attorneys (MOLA) is a consortium of local and national law firms filing suit against the world's largest pharmaceutical manufacturers and distributors to hold them accountable for flooding our communities with opioids, resulting in massive economic damages to Massachusetts cities and towns.

The MOLA litigation, being brought on behalf of the taxpayers of Massachusetts municipalities, is aimed at recovering monetary damages from the pharmaceutical manufacturers and distributors for their role in the devastating opioid epidemic. The damages sought on behalf of individual cities and towns are for past costs including law enforcement, needle exchanges, Narcan, EMS, treatment services, etc., as well as future mitigation/abatement damages for the foreseeable expenditures of taxpayer dollars toward treatment, education, and prevention.

Some additional information about this litigation:

- **This is a Mass Tort litigation, *not* a Class Action.** A class action suit requires all participants to have essentially the same injuries. Here, the damages from one municipality to another are very different and thus this is not a class action. We are filing suit on behalf of individual municipalities; these lawsuits will be consolidated for pretrial and discovery purposes.
- **We are not suing individual doctors or pharmacies.** MOLA believes the most effective approach to this litigation is to focus on the primary sources of this epidemic.
- **Individual municipalities will not have to bear the cost of the litigation.** The attorneys working on your case will *only* get paid from the verdict or settlement. The attorneys will front all costs and will *only* be reimbursed if successful.

Working with the MOLA team benefits local Massachusetts municipalities because they will be represented by our consortium of lawyers that includes multiple national law firms as well as three local firms with extensive mass tort litigation experience and a deep understanding of municipal law: [Sweeney Merrigan Law](#), [Rodman, Rodman & Sandman](#), and [KP Law](#).



Our consortium is the national leader in this litigation, with more opioid cases on file than any competing firm or group in the country.

To learn more about how your municipality can get involved, contact us at massmola.com or (617) 391-9001.

SWEENEY MERRIGAN
LAWKP LAW
The Leader in Public Sector Law

Frequently Asked Questions

1. Is this litigation a Class Action or a Mass Tort?

This is a mass tort litigation, not a class action. *A class action suit requires all participants to have essentially the same injuries. Here, the damages from one municipality to another are very different and thus this is not a class action.* We are filing suit on behalf of individual municipalities. Each individual municipality will have its own right to either accept or reject its specific settlement offer. Should a particular municipality decide to reject all offers and go to trial, these cases will be tried in *Massachusetts* by our team of local and national attorneys.

2. Isn't the Attorney General already pursuing the defendants?

The AG is investigating the defendants and considering bringing an action to recover damages on behalf of the Commonwealth. *However, even if the Attorney General does bring suit on behalf of the Commonwealth, there is no guarantee that any funds recovered in that action would directly benefit municipalities. Pursuing individual lawsuits on behalf of individual cities and towns will ensure that recovery money will go directly to the municipalities impacted by this crisis.* We feel that individual lawsuits by the municipalities will expand the scope of recovery throughout the Commonwealth and better the municipalities as a whole. Moreover, this will not interfere in any way with the Attorney General's efforts to seek recovery on behalf of the Commonwealth.

3. Where will these cases be filed?

Cases are being filed all over the country. In Massachusetts, we believe that cases should be filed in Federal Court and then consolidated into a Multidistrict Litigation (MDL) with other cases throughout the Commonwealth and the country to address pretrial and discovery issues. After these issues are resolved, the cases will likely be settled or sent back to Massachusetts for trial. We believe this is the most efficient, least burdensome, and most cost effective way to pursue these cases against some of world's most profitable companies. While every municipality has the right to choose how its case is pursued, most municipalities have expressed a greater comfort level participating in the national litigation effort.

4. We don't have a lot of resources to commit to this. How much time is required?

Because this litigation is centralized in a MDL in Ohio, most of the discovery will focus on the defendants while the cases are there. A few cases will be worked up and tried before the others ("bellwether trials"); these cases will serve as a barometer for the other cases in the MDL and may lead to settlement discussions. If settlement offers are obtained, each municipality will decide whether to accept or reject its specific offer. If the offer is rejected, the case will return to Massachusetts for trial. *We have a comprehensive legal team with extensive municipal and trial experience to manage, oversee and facilitate any required involvement from the municipality, and there should be ample time to plan and manage any such participation by each municipality well in advance.*

5. How do the legal expenses work?

Because our consortium has more clients throughout the country than any other group of attorneys, we can provide great economies of scale. The costs involved in this litigation are likely to be substantial. Instead of those costs being shouldered by a small handful of clients, our costs (assuming there is a successful recovery) will be spread among our many clients throughout the country, resulting in much lower costs being deducted from the awards to the local municipalities. No up-front payment of costs will be required from the municipalities.

**To learn more about how your municipality can get involved, contact us at
massmola.com or (617) 391-9001.**



SWEENEY MERRIGAN
LAW



KP LAW
The Leader in Public Sector Law

Our National Opioid Litigation Consortium

In partnering locally with the Massachusetts Opioid Litigation Attorneys (MOLA), your municipality will be supported by a national powerhouse, including many of the top lawyers in Massachusetts and the country. We are initiating litigation against some of the largest and wealthiest pharmaceutical companies, and our consortium will bring to bear the financial and human resources necessary to be successful.

As the national leader in this litigation, our consortium of lawyers have more opioid cases on file than any competing firm or group in the country. For that reason, our consortium has been appointed to many key leadership positions spearheading the national litigation on behalf of hundreds of cities and towns across the country, as part of the MDL consolidation.

This specialized legal team has had the opportunity to retain some of the country's preeminent experts including former DEA agents who were recently featured on the program 60 Minutes. Those former agents have agreed to testify exclusively for our group. We have also retained experts in the fields of addiction recovery, urban and rural blight, the economics of addiction, and others.

The MOLA consortium extends beyond Sweeney Merrigan Law, Rodman, Rodman & Sandman, and KP Law, to include six other national law firms and several leaders of the national Plaintiff Steering Committee:

Paul T. Farrell, Jr., Greene Ketchum Farrell Bailey & Twell, LLP, Plaintiff Co-Lead Counsel

Troy Rafferty, Levin Papantonio, P.A., Plaintiff Co-Liaison Counsel

Michael J. Fuller, McHugh Fuller Law Group, Plaintiff Executive Committee

Peter Mougey, Levin Papantonio, P.A., Plaintiff Executive Committee

Roland Tellis, Baron & Budd, Plaintiff Executive Committee

LEVIN PAPANTONIO
Thomas, Mitchell, Rafferty, Proctor, P.A.

BARON & BUDD®



GREENE KETCHUM
FARRELL, BAILEY & TWEEL LLP

McHUGH FULLER
LAW GROUP

SWEENEY MERRIGAN
LAW



KP LAW
The Leader in Public Sector Law

HPCB&D
Hill, Peterson, Carper,
Bee & Deitzler, PLLC

POWELL &
MAJESTRO PLLC

To learn more about how your municipality can get involved, contact us at
massmola.com or (617) 391-9001.

Mr. Guerino said today he attended a group called the Fix. It is a Fix Coalition Form to promote the canal area transportation plan relative to getting our federal and state representatives to pay attention while the bridges are under construction this summer and some of the issues we have. To try to get the federal and state agencies to do something long term relative to the bridges and rotaries. They will be meeting on a regular basis and I will be representing our area.

We received yesterday from the Haven Center their notice of community outreach meeting; it will be held on Thursday, April 12th from 2:30 to 4:00 pm at the Jonathan Bourne Public Library. To discuss the sighting of an adult use marijuana establishment in the town of Bourne pursuant to Chapter 94G and the Cannabis Control Commission's regulations 935 Commonwealth regulation 500. It will include the types of adult use establishments to be located at the proposed address. They are proposing plans for maintaining a secure facility, plant to prevent diversion to minors, plans to positively impact the community, and plans to ensure the establishment will not constitute a nuisance to the community. This will be published in a local newspaper pursuant to the regulation and filed with the Town Clerk, Planning Board, and Town Administrator. The Health Department noted it needed to be filed with the Board of Health.

Elmer Clegg questioned if the lead-time is in compliance with the regulations and what is the seating capacity for the library. Are they complying with everything they have to do? Mr. Guerino said he is assuming they are complying with the statute as required.

Tom Guerino said the Board will need to revote the budget. The Board will have to make a determination; there is a 24 thousand dollar difference between the Town Administrators recommendation and what the School Department is requesting for their budget for FY19.

11) Future Agenda

- a. Massachusetts Maritime Academy to give formal update to the Board of Selectmen meeting and to answer questions**
- b. Stop and Shop Rotary and Clay Pond Road update**
- c. Board of Selectmen discussion on term limits**
- d. Cable TV Contract - opt out and renewal preliminary discussion**
- e. A member of the legislative delegation to give BOS an update on situation regarding Comcast (this would most likely be Representative Hunt)**
- f. Appoint Election Workers**
- g. Linda Zuern - Update on Assembly of Delegates 4-10-18**
- h. Cape Cod Commission update from Director Kristi Senatori 4/17/18**

12) Adjourn

Voted Peter Meier moved and seconded by Don Pickard to adjourn. Meeting adjourned at 8:36 pm. Vote 3-0.

Respectfully submitted – Carole Ellis, secretary.