

3a+B

*Mendon Board of Selectmen
Mendon, Ma.*

March 12th, 2020

Board Members:

The Mendon Lions Club once again is asking permission from the Board of Selectmen for the following Lions Club fundraising events. These events have been held over the past several years and have been most successful in our community fundraising efforts.

- 1. Saturday May 9th Toll road corner of Route 16 and North Avenue. Time of event 8:30 AM to 12:00 Noon. As in the past we will go over details on public safety with Police Chief David Kurczy.*
- 2. Mendon Lions Circus July 13th... This year's circus again will be on the property known as the Fine Property corner Route 16 and North Avenue. We would also need your permission to use town owned parcels for parking #3 North Ave. #6 and #20 Milford Street. This was granted last year by the board. We would of course get all permits needed. Building Department, Electrical permits, Board of Health, Police, Fire and Highway Departments. On permits needed we are asking the Board for consideration as in the past of waving all fees needed.*
- 3. Show Times one day only. Performances @ 5:00 PM and 7:30 PM*
- 4. We will provide Insurance Certificate as in the past to the Board.*

Your consideration is again appreciated by the Mendon Lions Club.

*Thanks
Dick Ferrucci*

Laura St. John-Dupuis

4+56

From: Don Morin
Sent: Friday, March 13, 2020 3:38 PM
To: Laura St. John-Dupuis
Cc: Kimberly Newman; Joe Cronin; David Kurczy; Mary Bulso; Don Morin
Subject: Request to be added to Select Board agenda on March 24th

Hi Laura,

Can you please put the Police Station Building Committee update on the next Select Board meeting agenda (March 24)? Chief Kurczy and I will attend and we would like to discuss the following items:

1. Update on project schedule and budget.
2. Plans for parking lot disruption in April for trenching and paving (closure of main entrance to the site).
3. Approval of proposal from Signet Electronic Systems to modify security contract: change two stationary cameras to 360 degree cameras (\$2234.32).
4. Dedication of new police station to former Police Chief Mathew M. Manton, possibly on Memorial Day.
5. Acceptance of \$100 donation from Representative Brian Murray for the Police Station project.

I will provide you with copies of appropriate documentation to include in their packets prior to the meeting. Please let me know when you need the support documentation. Thank you.

Best Regards,

Don

Don Morin, Secretary
Mendon Police Station Building Committee

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PROPOSAL

Mendon Police Facility IESS #10-200109-01

3/3/2020

**Don Morin
Town of Mendon
20 Main St
Mendon, MA
01756**

Quote #: SESQ23230

**Presented by: Matthew Puleo
Email: matthew.puleo@signetgroup.net
Phone: (857) 526-6313**



**SIGNET Electronic Systems, Inc.
90 Longwater Drive, Norwell, MA 02061
(v) 781-871-5888 (f) 781-871-4757
www.signetgroup.net**

Site Address:

Don Morin
(508) 478-8863
DMorin@mendonma.gov
Town of Mendon
20 Main St
Mendon MA 01756

Description of Work:

Quote for swapping two fixed cameras for two 360 cameras.

| QTY | DESCRIPTION | MAN | PART # | UNIT PRICE | TOTAL PRICE |
|------------------------|---|---------|-----------|--------------|-------------------|
| -2 | WISENET Q NETWORK CAMERA | SAMSUNG | QNV-6082R | \$360.00 | -\$720.00 |
| 2 | 01504-001 AXIS P3717-PLE-NETWORK CAMERA | AXIS | 01504-001 | \$1,477.16 | \$2,954.32 |
| *Plus applicable taxes | | | | TOTAL | \$2,234.32 |

Assumptions

It is assumed that SIGNET will work during normal business hours. Please contact me if I can be of further assistance.

Terms & Conditions

Provided the client has an open account in good standing, and unless specifically set forth in this written Agreement, payment for goods or services from SIGNET is net thirty (30) days from the date of invoice. For clients without an open account, payments in advance or deposits will be required. Overdue payments shall bear interest from the due date at the rate of the lower of one and one-half percent per month (1.5%), or the maximum rate permissible under applicable law. Unless specifically set forth in this written proposal or within the project specifications, equipment will be invoiced upon delivery and labor provided will be invoiced in progress fashion. In the event that SIGNET has to engage an attorney and/or file suit to collect any unpaid invoice, and/or in the event of any other litigation or arbitration arising out of this Agreement, SIGNET will be entitled to recover its attorneys' fees, expenses and all other costs of collection. Unless specifically set forth in this written proposal, all labor and parts will be warrantied for one year. Any other manufacturer warranties above and beyond one year are not included in this proposal. Installation services will be provided in a professional and workmanlike manner, in accordance with applicable law.

SIGNET reserves the right to observe the following days as holidays:

New Year's Day
President's Day
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas

Any failure by SIGNET to deliver or install products or to otherwise perform caused by reason of any of the following events shall not constitute an event of default or breach of any Terms and Conditions of this Agreement or any other contractual document between the parties: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including without limitation any agency or department of the United States of America or any other country, any state or local government), acts of the

public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, and/or any other causes which are not reasonably foreseeable at the time of execution of this Agreement, or which are reasonably beyond the control of SIGNET.

To the extent allowed by applicable law, Client will indemnify, defend, and hold harmless SIGNET from and against all direct, indirect and/or any third-party claims, liabilities, damages, and costs (including attorney's fees and all settlement costs) arising out of or relating to this Agreement and/or to Client's or Client's agents, contractors and/or employees' acts or omissions, including any unsafe worksite, building or property condition, regardless of whether or not the claims, liabilities, damages or costs were caused in part by a party indemnified hereunder. The parties agree that there are no third-party beneficiaries express or implied to this or any other contract between Client and SIGNET. To the extent allowed by applicable law, Client will also indemnify, defend, and hold harmless SIGNET from any government or third-party actions, fines and/or penalties arising from Client's failure to follow or abide by any applicable laws, including without limitation, public bidding laws and prevailing wage laws or other employment laws. Client's indemnification and defense obligations shall all survive the expiration or termination of this Agreement, irrespective of the cause, and shall extend to claims arising after all services have been fully performed. This indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

SIGNET will indemnify, defend, and hold harmless Client from and against all liabilities, damages, and costs (including settlement costs) arising out of SIGNET's gross negligence or willful misconduct, which has been finally adjudicated, including but not limited to liabilities, damages and costs arising out of: (1) defective or faulty installation; and (ii) any violations of applicable laws or code requirements related to the installation. For purposes of clarity, SIGNET will not have any obligations or liability under this Agreement arising from any hazardous, unsafe and/or unknown conditions at Client's premises. Client certification of Asbestos presence: Unless noted above, the Client hereby certifies that Asbestos and/or Asbestos-bearing materials are not present in the areas in which SIGNET's work will be performed. Work in Asbestos



hazard areas and/or Asbestos removal is not included in this Agreement and, if required, will be performed at an additional cost by an authorized, certified contractor. SIGNET shall take reasonable efforts to notify Client of any resulting delay, and Client shall grant SIGNET any reasonable time extensions and/or cost increases arising out of the hazardous condition. SIGNET shall have full control and authority over the defense and resolution of any indemnified claims, except that (a) any settlement requiring the Client to admit liability or to pay any money will require Client's prior written consent, such consent not to be unreasonably withheld or delayed, and (b) Client may join in the defense with its own counsel at its own expense.

This proposal and any drawings, designs, specifications or other information provided by SIGNET in connection with this proposal shall all be considered Confidential Information and the proprietary business information of SIGNET (hereinafter, "Confidential Information"). The recipient of any Confidential Information shall not disclose any Confidential Information, except to employees, and/or agents who need to know it and who have agreed in writing to keep it confidential. The recipient shall also ensure that those employees and/or agents shall use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, and shall keep the Confidential Information confidential and destroy it once it is no longer needed. The recipient may disclose Confidential Information when required by law after giving SIGNET reasonable notice and an opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

All claims, disputes, or controversies arising out of or relating to this Agreement, including the breach thereof, shall be adjudicated via litigation in either the Superior or District Courts located in Middlesex County, Massachusetts, unless SIGNET in its sole discretion

elects to have such claims adjudicated by arbitration. Such arbitration shall be exclusively held in Boston, Massachusetts and shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This Subcontract shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules or principles. In its discretion, SIGNET may also join or consolidate any claims between it and Client with litigation or arbitration proceedings between SIGNET and any other party, wherever such proceedings are located, provided the proceedings involve, in any way, this Agreement and/or SIGNET's work for Client. Client waives any objection to the jurisdiction, forum, choice of law, venue and dispute resolution procedures which govern such proceedings and agrees to be bound by the results.

In the event any claim(s) is/are brought against SIGNET in connection with this Agreement and/or SIGNET's work, SIGNET's liability shall not exceed the amount Client has actually paid SIGNET at the time either litigation or arbitration proceedings are initiated, irrespective of whether the claim(s) asserted is/are for breach of contract, tort, equitable relief, or otherwise. Client waives any claims for punitive, incidental and/or consequential damages, including delay damages of any kind, loss of use, and/or damages under chapter 93A.

SIGNET shall not be responsible for hidden conditions, defects in the work of others not reasonably observable, or conditions it was not provided the opportunity to view prior to execution of the Agreement. SIGNET has no design duties, and shall not be responsible for errors, omissions or deficiencies in the design of the Work. SIGNET shall have no responsibility for or liability arising out of any design, functionality, methodology and/or other decisions made by Client, Client's designer(s) or any third party not in Client's control.

We sincerely appreciate the opportunity to present this proposal to you. Please contact Matthew Puleo should you have any questions at (857) 526-6313 or via email at matthew.puleo@signetgroup.net.



Client:
Town of Mendon
20 Main St
Mendon, MA 01756

Company:
SIGNET Electronic Systems Inc.
90 Longwater Drive
Norwell, MA 02061

Signature

Matthew Puleo

Signature

Printed Name/Title

Matthew Puleo, Project Manager

Printed Name/Title

Date

3/3/2020

Date

The information contained in this document and the solution proposed by SIGNET Electronic Systems, Inc. is proprietary and confidential to SIGNET Electronic Systems, Inc. These materials can be used solely for the purpose of evaluating a possible transaction between SIGNET Electronic Systems, Inc. and its prospective client. No recipient of these materials may use them for its own commercial advantage. The recipient of these materials must hold them in confidence and shall not distribute them, in whole or in part, to any other individual or entity in any form without the prior written consent of SIGNET Electronic Systems, Inc.

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Laura St. John-Dupuis

Subject:

FW: CPC

From: Lynne Roberts <LRoberts@mendonma.gov>
Sent: Tuesday, February 18, 2020 12:10 PM
To: Laura St. John-Dupuis <LDupuis@mendonma.gov>
Subject: Re: CPC

Hi Laura

I would like to be appointed to the Mendon Community Preservation Commission effective as soon as possible as the representative from the Historical Commission.

Many thanks

Regards

Lynne Roberts

Chair - Mendon Historical Commission

From: Lynne Roberts <LRoberts@mendonma.gov>
Sent: Tuesday, February 18, 2020 10:57 AM
To: Laura St. John-Dupuis <LDupuis@mendonma.gov>
Subject: CPC

Good Morning Laura

The Historical Commission voted for me to be the HC representative on the CPC. I understand that this is an appointment made by the Select Board. Do I have to ask that they appoint me or has CPC to make the request. I will be away from February 21st to March 16th so if I have to be at a Select Board meeting it would have to be after that.

Many thanks

Regards

Lynne



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

8

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Mendon Driving Range

Address: 37 Hastings Street Mendon MA 01756

City/State/Zip: _____

Phone #: _____

Are you an employer? Check the appropriate box:

1. ☐ I am a employer with _____ employees (full and/or part-time).*
2. ☒ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☒ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____

Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Russell Brown

Date: 3/10/20

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____

Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____

Phone #: _____

MASSACHUSETTS DEPARTMENT OF REVENUE

REVENUE ENFORCEMENT AND PROTECTION (REAP)
ATTESTATION

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

Russell Brown

Date Signed 3/16/20

*Signature of Individual or Corporate Name (Mandatory)

By: Corporate Officer (Mandatory, if Applicable)

[REDACTED]
**Social Security Number (Voluntary) or Federal Identification Number

* This License will not be issued unless this certification clause is signed by the applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

State Fee, \$ _____
Municipal Fee, \$ _____

THE COMMONWEALTH OF MASSACHUSETTS
OF _____



LICENSE

For

PUBLIC ENTERTAINMENT ON SUNDAY

The Name of the Establishment is Mendon Driving Range in or on the property at No. 37 Hastings Street, Mendon MA 01756

The Licensee or Authorized representative, Russell Brown (address) _____ in _____

accordance with chapter 136 of the General Laws, as amended, hereby request a license for the following program or entertainment:

| DATE | TIME | Proposed dancing or game, sport, fair, exposition, play, entertainment or public diversion |
|------|------|--|
| | | |
| | | |
| | | |

Hon. _____ Mayor/ Chairman of Board of Selectman, _____ (City or Town)

Fees per occurrence (Individual Sunday(s)): Regular Hours (Sunday 1:00pm – Midnight): \$2.00 Special Hours (Sunday 12:00 am- Midnight): \$5.00. Annual Fee (For Operating on every Sunday in calendar year): Regular Hours (Sunday 1:00pm – Midnight): \$50.00 Special Hours (Sunday 12:00 am- Midnight): \$100.00

This license is granted and accepted, and the entertainment approved, upon the understanding that such entertainment that the licensee shall comply with the laws of the Commonwealth applicable to licensed entertainments, and also to the following terms and conditions: The licensee shall at all times allow any person designated in writing by the Mayor, Board of Selectmen, or Commissioner of Public Safety, to enter and inspect his place of amusement and view the exhibitions and performances therein; shall permit regular police officers, detailed by the Commissioner of Public Safety or Chief of the local Police Department to enter and be about this place of amusement during performances therein; may employ to preserve order in his place of amusement only regular or special police officers designated therefore by the Chief of Police, and shall pay to said Chief of Police for the services of the regular police officers such amount as shall be fixed by him; shall permit at all times to enter and be about his place of amusement such members of the Fire Department as shall be detailed by the Chief of the Fire Department to guard against fire; shall keep in good condition, go as to be easily accessible, such standpipes, hose, axes, chemical extinguishers and other apparatus as the fire department may require; shall allow such members of the fire department in case of any fire in such place, to exercise exclusive control and direction of his employees and of the means and apparatus provided for extinguishing fire therein; shall permit no obstruction of any nature in any aisle, passageway or stairway of the licensed premises, nor allow any person therein to remain in any aisle passageway or stairway during an entertainment; and shall conform to any other rules and regulations at any time made by the Mayor or Board of Selectmen. This license shall be kept on the premise where the entertainment is to be held, and shall be surrendered to any regular police officer or authorized representative of the Department of Public Safety. This license is issued under the provisions of Chapter 136 of the General Laws, as amended, and is subject to revocation at any time by the Mayor, Board of Selectmen, or Commissioner of Public Safety.

Do not write in this box

This application and program must be signed by the licensee or authorized representative of entertainment to be held. No Change to be made in the program without permission of the authorities granting and approving the license.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES

9+10

Laura St. John-Dupuis

From: Cynthia L. Amara <camara@mhtl.com>
Sent: Wednesday, March 18, 2020 12:20 PM
To: Kimberly Newman; Jay Byer; Ellen Agro
Cc: Laura St. John-Dupuis; Chris Burke
Subject: RE: TM and Election
Attachments: BOS Motion to Support Moderator_s determination (2).DOCX; Moderator_s Declaration 2020 SATM (2).DOCX

Kim:

M.G.L. chapter 39, section 10A provides for procedures for the moderator to postpone or delay Town Meeting, to a date certain, by up to 30 days from the date originally scheduled, in the case of a public safety emergency where voters may be unable to attend town meeting. Given the Governor's State of Emergency declaration, it is my opinion that a public safety emergency exists sufficient for this procedure to be exercised, should the moderator, after required consultation, choose to make such a determination.

Under the procedure laid out in the statute, the Moderator "shall consult with local public safety officials and members of the board of selectmen." Thereafter the Moderator may declare that Town Meeting shall be recessed and continued to a time, date, and place certain. If a new meeting place is required, but cannot be immediately identified, the Moderator may consult with the Board of Selectmen and declare a new location within three days.

The Moderator does not need to appear in person at the Town Meeting location to announce this declaration, but should make the announcement as far in advance as is practicable.

The Moderator must prepare a written notice of the declaration, including: (1) date, time, and place of the continued meeting; (2) the reason/s for the declaration; and (3), the date and time the Moderator announced the recess and continuance. If the initial notice does not include the location of the

continued meeting, then once that determination is made, an amended notice including that information must be prepared.

The notice and amended notice shall be filed with the municipal clerk as soon as practicable and then posted at Town Hall so it is "conspicuously visible at all hours." The following additional posting requirements are also mandatory, and should be completed as soon as practicable: (1) the notice and the amended notice shall be directed to the constables or to some other persons, who shall post the notice in the manner otherwise prescribed by general law, charter or by-laws for the posting of notice of town meetings; (2) the notice and amended notice shall be posted at the main entrance of the place of the town meeting; (3) the notice and amended notice shall be posted on the municipal website.

Finally, the moderator may use any electronic, broadcast or print media convenient to circulate the notice of recess and continuance and any amended notice.

Within 10 days after the Moderator makes the declaration to recess and continue a town meeting, a local public safety official designated by the board of selectmen of the town in which the declaration was made shall submit a report to the attorney general that sets forth the reasons why the declaration was made.

I have attached BOS Motion and Moderator's Declaration. Do not hesitate to contact me if you need anything further.
Cindy

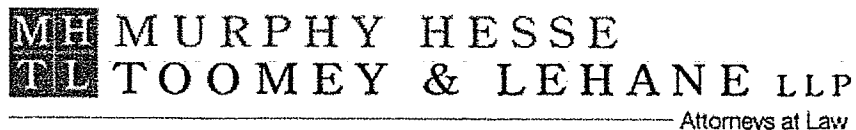
Cindy Amara, Esq.

MURPHY, HESSE, TOOMEY & LEHANE, LLP

Crown Colony Plaza | 300 Crown Colony Drive, Suite 410 | Quincy, MA 02169

Tel: (617) 479-5000 | Fax: (617) 479-6469

E-mail: camara@mhtml.com



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From: Kimberly Newman [mailto:KNewman@mendonma.gov]

Sent: Wednesday, March 18, 2020 10:18 AM

To: Jay Byer; Ellen Agro; Cynthia L. Amara

Cc: Laura St. John-Dupuis; Chris Burke

Subject: RE: TM and Election

The warrant has not been approved. So the BOS will vote on Tuesday to delay Town Meeting....I'm just not sure if it can be more than 30 days. Cindy?

As for the election, looks like the BOS also has to vote to file special legislation to move it. We can add that to the agenda too.

Not sure about mail only as an option. But even if we did have to do that as a last resort, I think we could benefit from extra time to get everything together.

From: Jay Byer <jbyer@mursd.org>

Sent: Wednesday, March 18, 2020 9:40 AM

To: Ellen Agro <EAgro@mendonma.gov>; Kimberly Newman <KNewman@mendonma.gov>

Subject: RE: TM and Election

I would like to see if we can do something about the election to hold it on the scheduled day. Voting by mail would be a good option. It's just a matter of feeding the ballots into the machine I would be happy to assist. I am sure I can get both my sons to assist too if needed.

As for town meeting I would say at a minimum we postpone it for 30 days. As this evolves things are changing so rapidly that we don't what might be next!! I don't know if we can hold a town meeting virtually. At the school we are using Zoom for our leadership meetings, of which we have had four in the last two days. Teachers are using it as well to continue with their students. Of course having internet access and a device becomes a challenge. Hopefully the state will offer some guidance on this in the next week or so.

Ellen had something regarding who postpones the town meeting, I think it's the Select Board if the warrant has not been approved and/or posted, and if it has it would be me. In this regard just let me know what I need to do, and by all means, do not approve and post it yet!!

Jay

Jay Byer

Director of Finance & Operations

Mendon-Upton Regional School District

150 North Avenue, Mendon, MA 01756

(508) 634-1585 x5120



MENDON-UPTON REGIONAL SCHOOL DISTRICT

We empower all learners to thrive.

From: Ellen Agro <EAgro@mendonma.gov>

Sent: Wednesday, March 18, 2020 9:28 AM

To: Kimberly Newman <KNewman@mendonma.gov>; Byer, Jay <jbyer@mursd.org>

Subject: RE: TM and Election

It seems the prudent thing to do. I am going to contact all my poll workers to see who is not comfortable working the election. I expect due to the age group that most will not want to. Worth noting, the clerks were given opportunity to comment on the bill before it passes. One suggestion is to allow a by-mail only election (absentee) and have a skeleton crew feed the ballots on election day.

Ellen Agro

Mendon Town Clerk

Records Access Officer/Parking Clerk

Notary Public/Justice of the Peace

20 Main St

Mendon, MA 01756

(508) 473-1085

townclerk@mendonma.gov

From: Kimberly Newman <KNewman@mendonma.gov>

Sent: Wednesday, March 18, 2020 9:24 AM

To: Ellen Agro <EAgro@mendonma.gov>; Byer, Jay <jbyer@mursd.org>

Subject: RE: TM and Election

There is a bill right now that will give moderators 30 days to postpone. I don't think that's enough time.

Are we all in agreement that we should be working to postpone town meeting and the election? I can start working with Town Counsel to be ready when the courts reopen.

From: Ellen Agro <EAgro@mendonma.gov>

Sent: Wednesday, March 18, 2020 9:20 AM

To: Kimberly Newman <KNewman@mendonma.gov>

Subject: RE: TM and Election

No new legislation has passed. I'm attaching some very informative documents that have been issued through my clerk network via KP Law. We do have some leeway on Town Meeting, but the only way to change the Election is by Court

Order (all the courts are closed) or Special Legislation. Samples of letters are included in these documents. A bit of light reading ☺

<http://www.k-plaw.com/>

Ellen Agro

Mendon Town Clerk
Records Access Officer/Parking Clerk
Notary Public/Justice of the Peace
20 Main St
Mendon, MA 01756
(508) 473-1085
townclerk@mendonma.gov

From: Kimberly Newman <KNewman@mendonma.gov>

Sent: Wednesday, March 18, 2020 8:58 AM

To: Ellen Agro <EAgro@mendonma.gov>

Subject: TM and Election

Hi. Any new options for moving both town meeting and the election?

Kimberly Newman
Mendon Town Administrator



w. 508.478.8863

c. 508.902.8055

Moderator's Declaration to Recess and Continue Mendon's 2020 Annual Town Meeting.

Pursuant to M.G.L. c. 39, section 10A, I am hereby giving written notice of my determination to recess and continue the Town of Mendon's 2020 Annual Town Meeting, until _____, 2020, _____PM, at the Miscoe Hill Middle School.

This declaration is given after consultation with the Mendon Board of Selectmen, Mendon Public Safety and Public Health officials, and in light of the State of Emergency in Massachusetts, as declared by Governor Baker on March 12, 2020, and in consideration of the multiple public health and safety recommendations to practice "social distancing" between individuals in order to protect public health due to the coronavirus ("COVID-19") pandemic.

This declaration is given this ____th day of March, 2020, at _____.

Byer
Jay ~~Byer~~, Moderator
Mendon Town Meeting

Select Board Motion re: Moderator's Declaration of Recess of 2020 ATM

Whereas, the Mendon Moderator has consulted with the Mendon Board Select board and Public Safety and Health officials concerning Mendon's 2020 Annual Town Meeting; and

Whereas, the Governor of the Commonwealth of Massachusetts issued an Executive Order on March 12, 2020 declaring a State of Emergency exists in the Commonwealth; and

Whereas, there are multiple public health and safety recommendations to practice "social distancing" between individuals in order to protect public health due to the coronavirus ("COVID-19") pandemic; and,

Whereas, the Moderator has determined it is necessary to recess and continue the Town of Mendon's 2020 Spring Annual Town Meeting.

Therefore, it is Moved that the Mendon Select board support the Moderator's declaration and the recess and continuation of the Town of Mendon's 2020 Annual Town Meeting, until _____, 2020, 7:00 PM, at the Miscoe Hill School.

Laura St. John-Dupuis

10

Subject:

FW: Status of Elections Relief - SoS legislation

From: Caban, Antonio (SEN) <Antonio.Caban@masenate.gov>

Sent: Thursday, March 19, 2020 3:32 PM

To: Caban, Antonio (SEN) <Antonio.Caban@masenate.gov>

Cc: Blodgett, Sarah (SEN) <Sarah.Blodgett@masenate.gov>

Subject: Statement from Senate President Karen E. Spilka on elections

FOR IMMEDIATE RELEASE

CONTACT

Sarah Blodgett, Office of the Senate President
sarah.blodgett@masenate.gov

Antonio Caban, Office of the Senate President
antonio.caban@masenate.gov

The following is a statement from Senate President Karen E. Spilka on elections:

“The ability to hold elections is fundamental to the continued functioning of our democracy. We are also aware that we must protect the health and safety of the public during this unprecedented global pandemic. As such, the Senate has determined that moving forward with traditional elections at this time would put our voters, election workers, volunteers and others in our cities and towns at excessive risk.

The Senate will therefore take action on Monday to give cities and towns needed flexibility to address this situation, including temporarily postponing municipal elections. It will also ensure that there are robust mail and absentee voting options and protections to maximize voter participation when elections do occur.

We are also working with stakeholders to postpone certain special Senate state elections previously scheduled for March 31, 2020. As with postponed municipal elections, we would allow for voters to vote with an absentee ballot or via a mail-in option due to the COVID-19 state of emergency. This is not a decision we take lightly as we seek to balance the need for representation for our legislative districts with the very real risks to our residents.

The right to vote is one that the Massachusetts State Senate cherishes and wishes to protect. We hope that the actions we take now will help ensure the integrity of our elections as this public health crisis evolves.”

Declaration of Emergency – COVID-19

WHEREAS, the 2019 Novel Coronavirus (COVID-19) is a highly contagious and potentially fatal respiratory disease, the prevalence of which is increasing rapidly throughout the world, inclusive of the United States and the Commonwealth of Massachusetts; and

WHEREAS, on March 11, 2020 the World Health Organization designated the COVID-19 outbreak a Pandemic Health Emergency; and

WHEREAS, on March 10, 2020, the Governor of the Commonwealth of Massachusetts issued a Declaration of a State of Emergency to Respond to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States announced a national declaration of emergency; and

WHEREAS, on March 15, 2020, Governor Baker announced emergency actions to respond to the evolving COVID-19 public health emergency impacting the Commonwealth, including prohibitions on public gatherings of twenty-five or more people and prohibiting on-premises consumption of food or drink at bars and restaurants from March 17, 2020 until April 6, 2020, as well as suspension of elementary and secondary school educational operations from March 17, 2020 until April 6, 2020; and

WHEREAS, the Select Board and the Board of Health, following consultation with the Massachusetts Department of Public Health, has determined that COVID-19 presents a major disaster which poses an immediate threat to public health, safety, and general welfare of people residing both within and outside of the Town of Mendon ; and

WHEREAS, the Mendon Select Board and its Board of Health have determined that immediate public action is needed in order to prevent or minimize the spread of COVID-19 by and among the people of Mendon; and

WHEREAS, it is critical to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of the people of Mendon; and

WHEREAS, declaring a state of emergency will facilitate and expedite the use of resources to protect persons from the impacts of COVID-19, including but not limited to emergency expenditures pursuant to Massachusetts General Laws, Chapter 44, Section 31 and limitations on operating hours and access to public buildings; and

WHEREAS, the Select Board and Board of Health recommended that a state of emergency be declared in the town of Mendon.

NOW THEREFORE, we, the Select Board and the Board of Health of the Town of Mendon, Massachusetts, hereby declare that as of, March 17, 2020, a state of emergency exists in the Town of Mendon. This declaration of emergency shall remain in effect until further notice is given, pursuant to our judgment that the conditions leading to this declaration no longer exist.