

**TOWN OF MILFORD**  
**Milford, Massachusetts**  
**NOTICE OF MEETING**

Board or Commission \_\_\_\_\_ Milford Board of Selectmen  
Date and Time of Meeting \_\_\_\_\_ August 31, 2020 6:00 PM  
Place of Meeting \_\_\_\_\_ Room 03, 52 Main Street

MILFORD TOWN CLERK  
2020 AUG 27 PM 3:55

**A.) SIGNING OF WARRANT**

**B.) INVITATION TO SPEAK**

The Board of Selectmen invites public participation on an in-person basis during its August 31, 2020 meeting. Due to restrictions imposed by Governor Baker's March 2020 Declaration of a State of Emergency prohibiting gatherings of more than ten people, participation in Invitation to Speak shall be limited to one such participant entering the meeting room at a time, wearing appropriate protective equipment, and leaving immediately upon conclusion of the participation to allow others to enter the room and participate equally. Those wishing to participate shall be cued outside the building, at least six-feet apart, and permitted to enter one at a time.

**C.) PUBLIC HEARINGS- CALL IN TEL NO. 1-857-444-0744 - Conference Code 143644**

**D.) SCHEDULED APPOINTMENTS**

1. Building Commissioner, re: Assistant Zoning Officer Position

**E.) TOWN ADMINISTRATOR'S REPORT**

**F.) OLD BUSINESS**

1. Purchase Street School, re: Agreement

**G.) NEW BUSINESS**

1. Town Counsel, re: Grant of License for use of Milford Youth Center

**H.) CORRESPONDENCE**

**I.) EXECUTIVE SESSION**

1. Town Administrator, re: Employment Issue
2. Town Administrator, re: Milford Youth Center – Potential Litigation

The listing of matters above are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

Signature  Dated 8-27-20



***Town of Milford***  
***Department of Inspections***

52 Main Street, Milford, MA 01757  
Tel. (508) 634-2313 Fax (508) 473-2358

Matthew Marcotte  
Building Commissioner / Zoning Officer  
E-mail: mmarcotte@townofmilford.com

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***MEMO***

To: Rick Villani

August 21, 2020

As requested by Selectman O'Loughlin regarding the Assistant Zoning Officer position, I have attached a copy of the job description to this memo.

The Assistant Zoning Officer is essential in the everyday operations of The Department of Inspections and has been a full-time position for several years. This department deals with approximately 300- 400 zoning complaints/violations on a yearly basis. So far this year, we have received and documented over 200 zoning violations. This position also assists with 325 multi-family inspections required by 780 CMR Massachusetts Building Code, illegal structures, illegal apartments/boarding houses, overcrowding, illegal land use, sign violations, work without permits, contractor yards, and several other Zoning violations. In previous years that this position was vacant for a period of time, the department struggled with customer service, and the town suffered financially losing approximately \$100,000.00 revenue due to decreased work capacity in the office. Financially this year as a fully operational department, which includes the Assistant Zoning Officer, we are approximately \$85,000.00 ahead of last year at this time when the position was vacant for approximately 3 months.

In a post Covid-19 period, inspections have increased urgency and priority. With an expected decrease in state local aid, maintaining the level of inspection revenues should be a priority. As the Department Head, I feel that not filling the position as soon as possible would be a great disservice to the Residents, Department of Inspections, Task Force, and other departments within the Town, and may result in negative financial and safety consequences for residents. Please contact me with any specific questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Marcotte", written in a cursive style.

Matt Marcotte

Building commissioner

**Town of Milford MA**  
**Job Description**

<b>Position Title:</b>	Asst. Zoning Enforcement Officer	<b>Grade Level:</b>	II
<b>Department</b>	Department of Inspections	<b>Date:</b>	2015
		<b>Date Revised</b>	2019
<b>Reports to:</b>	Building Commissioner	<b>FLSA Status</b>	Non-exempt

**Job Summary:** The Assistant Zoning Enforcement Officer enforces the provisions of the Town of Milford Zoning By-Law by recognizing independently and responding to, the complaints of violations such as illegal apartments, site-plan violations, illegal motor vehicles, illegal signs, nuisance by-law violations, and illegal businesses.

**Supervision Required:** The employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction, guidelines, laws and/or code regulation. The supervisor provides instruction for new or unusual assignments. Unusual situations are referred to the supervisor for advice and further instructions. Supervisor reviews work to remain aware of progress, work methods, and technical accuracy.

**Accountability:** Consequences of errors, missed deadlines or poor judgment could jeopardize programs and present a danger to public health/safety. They could result in excessive costs, delay of service delivery, adverse public relations, or legal repercussions.

**Supervisory Responsibility:** The employee is not required to regularly supervise any employees.

**Confidentiality:** In accordance with State Public Records law, the employee has regular access at the departmental level, to a variety of confidential information.

**Judgement:** Work requires the employee to examine, analyze, and evaluate facts and circumstances surrounding individual problems, situations or transactions, and determine actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices, and precedents which may be conflicting at times. Independent judgement is used to analyze or evaluate specific situations to determine appropriate actions.

**Complexity:** The work consists of a variety of duties that generally follow standardized practices, procedures, regulations, or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved or sought in a particular situation.

**Work Environment:** The work environment involves everyday discomforts typical of offices, with occasional exposure to outside elements. When conducting work in the field, the individual may be exposed to loud noises, confined spaces/high places, and traffic. The individual is often required to inspect both interior and exterior of private properties, often going into houses, apartments, and business with the owner's permission.

Assistant Zoning Enforcement Officer  
Inspections Department

**Town of Milford MA**  
**Job Description**

**Nature and Purpose of Relationships:** The employee interacts with co-workers, the public, and external contracts such as vendors or contractors to explain or interpret procedures or guidelines, plan or coordinate work, or resolve problems. More than ordinary courtesy, tact, and diplomacy may be required to resolve complaints or deal with challenging situations

**Occupational Risk:** Duties generally do not present occupational risk to the employee. Minor injury could occur, however, through employee failure to properly follow safety precautions or procedures. Examples of injury include minor bruises from falls, minor cuts or burns, or minor muscular strains from lifting or carrying department equipment and/or materials.

**Essential Functions:**

*The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

- Enforces Zoning By-Laws which includes written and verbal communication (including citations and monetary penalties) to remediate violations with respect to: work being done without permits; unregistered and/or illegal motor vehicles; illegal use of property, such as rooming houses, contractor yards, or other illegal businesses within a zoning district.; Illegal apartments, structures and signs, and site plan violations, and other zoning violations.
- Enforces Article 31 By-Law Nuisances and Vacant Property.
- Court filings and appearances. Filing and pursuing Application for Criminal Complaint at Milford District Court due to outstanding violation of the Zoning By-Law. Filing and appearance at Worcester Housing Court for violations of the Zoning By-law, to obtain an injunction to remediate zoning violations(s). May appear as a witness in court.
- Knowledge and familiarity of Special Permit and Variance Process.
- Enforces regulations and requirements of special permits used by the Zoning Board of Appeals and the Planning Board.
- Inspects residential and commercial properties to ensure compliance with use requirements. Confers with builders, architects, engineers, property owners and the general public regarding requirements, application of the zoning bylaw and other related matters.
- Educates and assists public in understanding content and purpose of zoning bylaws.
- Documents all field violations and compliance inspections and maintains records.
- Enforces the regulations and requirements of comprehensive permits issued by the Zoning Board of Appeals under Chapter 40B.
- Works with Board of Assessor's, Zoning Board of Appeals, Planning, Conservation, Worcester County Registry of Deeds, Registry of Motor Vehicles, to research records as needed, using computer and hard copy.
- Documents all field violations and compliance inspections, and maintains necessary records.
- Interact and consult with residents and contractors as to the legal use of land per Use Regulation Schedule, which regulates allowed and prohibited use within each zoning

Assistant Zoning Enforcement Officer  
Inspections Department

## Town of Milford MA Job Description

district, and with respect to requirement of the Intensity of Use Schedule, which regulates physical properties such as minimum parcels size, minimum yard requirements, maximum building sizes, minimum open space, and lot shape factor.

- Enforce Handicap Accessibility requirements of approved Site Plans.
- Neighborhood Task Force inspections
- Coordinate required periodic Inspections. (The inspections are required to be performed at a maximum of every five (5) years and a recent as annually.)

Secondary Responsibilities: These responsibilities are performed occasionally, but are not critical to the primary function of the position.

- Interact and advise contractors and residents with respect to general building permit requirements.
- Data entry of building permit applications and fees.
- General office duties. Phone calls, answer general questions, filing, providing public records requests and scanning.

### **Recommended Minimum Qualifications:**

**Education and Experience:** High School diploma or equivalent, plus 5+ years work-related experience; Associates Degree in Planning preferred; experience as a member of a zoning regulatory board helpful. Must have extensive customer service experience, with ability to resolve differences amicably.

### **Special Requirements:**

Valid Motor Vehicle Driver's License and vehicle; multi-lingual a plus.

### **Knowledge, Abilities and Skill**

**Knowledge:** Must have thorough knowledge of the local and state Zoning By-Laws and working knowledge of both the GL C. 40A: Massachusetts Zoning Act and pertinent 521 CMR Architectural Access Board Regulations. Must be familiar with current OSHA standards and requirements. Working knowledge of Town Wetlands bylaw and Wetlands Protection Act; building permit applications, Zoning Board of Appeals applications.

**Abilities:** Ability to: deal effectively and diplomatically with other town employees and the general public; communicate in a clear and concise manner, both orally and in writing; operate a personal computer and office software; prioritize and manage multiple tasks in an environment where frequent interruptions occur. Requires the ability to interpret technical bylaws and assess situations independently in the field; enforce regulations firmly, tactfully and impartially.

**Skill:** Excellent planning, communication and organization skills; exceptional customer service skills required. Ability to establish and maintain cooperative working relationships with co-workers and the public, which by nature of enforcement actions are often of a negative nature with an elevated level of emotion.

Assistant Zoning Enforcement Officer  
Inspections Department

**Town of Milford MA**  
**Job Description**

**Physical and Mental Requirements**

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.*

**Physical Skills:** Work required some agility and physical strength, such as moving in and about construction sites, over rough terrain, or standing/walking most of the work period.

**Motor Skills:** Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples include operating a motor vehicle, using a personal computer or climbing a ladder.

**Visual Demands:** Visual demands require constantly reading documents for general understanding and analytical purposes; routinely reviewing non-written materials (such as maps and blueprints). The need to determine color differences is rarely needed.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

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### AGREEMENT

This is an agreement by and between the Town of Milford (hereinafter "Milford") and Little Stars Daycare & Pre-School, Inc. (hereinafter "Little Stars") (and collectively "the Parties").

WHEREAS, Milford is conveying real property in Milford, Massachusetts known as and located at 229 Purchase Street, to Little Stars, and

WHEREAS, the cinder block wall and chain-link fence associated with the property being conveyed is located, in part, on the land being conveyed, and in part on the adjacent public right of way, and

WHEREAS, the Parties desire to permanently address the encroachment to their mutual satisfaction, by the demolition of that portion of the wall and fence which encroach upon the public way known as Purchase Street, and the reconstruction of the wall and fence solely upon the property being conveyed to Little Stars, and

WHEREAS, Little Stars obtained a price quote in the amount of TWENTY FOUR THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS (\$24,573.00) for the removal and relocation of that portion of the wall and fence encroaching upon the public way, and

WHEREAS, to complete the conveyance of the land, the Town is willing to fund the removal and relocation of that portion of the wall and fence encroaching upon the public way from the proceeds of the sale, and

WHEREAS, to complete the conveyance of the land, Little Stars is willing to undertake the removal and relocation of that portion of the wall and fence encroaching upon the public way without unnecessary delay upon closing, and release the Town from any further obligation to fund the relocation,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Milford hereby agrees, upon receipt and negotiation of the proceeds of the sale of 229 Purchase Street and execution of all relevant sale documents, to issue, without unnecessary delay, a check in the amount of TWENTY



FOUR THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS (\$24,573.00), payable to Little Stars for the removal and relocation of that portion of the wall and fence encroaching upon the public way known as Purchase Street.

2. Little Stars agrees, upon receipt of said payment, to commence, without unnecessary delay, the removal and relocation of that portion of the wall and fence encroaching upon the public way known as Purchase Street. Little Stars further agrees that, upon receipt of said payment, it shall be solely responsible for the removal and relocation of the wall and fence, as well as any and all costs associated with the removal and relocation of that portion of the wall and fence and fence encroaching upon the public way known as Purchase Street. The payment of TWENTY FOUR THOUSAND FIVE HUNDRED SEVENTY THREE DOLLARS (\$24,573.00) shall absolve the town of Milford, its agents, servants, or employees from any and all further obligations to either remove or relocate the wall and fence, or to pay any charges, fees, cost overruns, liens, materials, supplies or other expenses resulting from any change orders or unanticipated site conditions whatsoever.
3. Little Stars agrees that it will complete the removal and relocation of that portion of the wall and fence encroaching upon the public way known as Purchase Street, no later than November 30, 2020. If the wall and fence remain in situ thereafter, the Town retains the right to peaceably enter upon the premises, at any time and without advance notice, to remove and relocate that portion of the wall and fence encroaching upon the public way known as Purchase Street, at its sole expense, and, thereafter, to assess any and all costs to the Town for such removal and relocation against said real estates as a betterment, billing the owner for same.
4. Neither Little Stars nor Milford shall not assign their rights under this Agreement.
5. Nothing in this Agreement shall be construed as to give any other parties, any rights hereunder.
6. The interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
7. If any provision of this Agreement shall to any extent be held invalid, the remainder shall not be affected
8. This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the removal and relocation of that portion of the wall and fence encroaching upon the public way.

WITNESS our hands and seals this 26<sup>th</sup> day of August, 2020.

LITTLE STARS DAYCARE & PRE-SCHOOL, INC.  
By its Duly Authorized Agent:

Alexandrea Iannitelli  
Name: Alexandra Iannitelli

Date: August 26, 2020

FOR THE TOWN:

\_\_\_\_\_  
William E. Kingkade, Jr., Chairman

\_\_\_\_\_  
Michael K. Walsh

\_\_\_\_\_  
Thomas O'Loughlin

APPROVED AS TO FORM:

Charles D. Boddy Jr.  
Charles D. Boddy Jr.,

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8-31-20



## **SPECIAL USE LICENSE**

The Town of Milford, of 52 Main Street, Milford, Massachusetts, its successors and assigns (hereinafter "Milford") hereby grant Hockomock Area YMCA, a license to use property owned by Milford. The property subject to this License is located on Pearl Street and is identified and known as the Milford Youth Center. The Licensee may use the Site solely for the purpose of a day care center said use to include early childhood development programs, skill classes, after-school programs, and the like, so long as permitted by zoning and all appropriate Town, State and Federal authorities who issue said licenses, permits or other necessary and required authorizations which shall be obtained and maintained at the sole expense of the Licensee.

1. The term for the use authorization hereby shall be for a period of six months beginning upon execution and delivery of this License by all parties hereto (hereinafter "Commencement Date"). Renewal of this License shall be the responsibility of the Licensee to request and the renewal shall be at the sole option of Milford. Requests must be in writing and submitted to Milford as set forth in paragraph 20 hereinbelow no later than sixty (60) days prior to the date of termination. Failure to renew within the prescribed time will result in automatic termination of this License and revocation of all rights authorized herein.

Notwithstanding any other provision of this License, in the event this License is terminated or revoked by Milford for whatever reason (other than expiration of the term of the License or any extension hereof), then the effective date of such termination or revocation shall be six (6) calendar weeks after notice of same is provided in accordance with Paragraph 20 hereinbelow.

2. Licensee shall pay Milford monthly fee of One Dollar (\$1.00) at the address of 52 Main Street, Milford, Massachusetts 01757 payable on the first day of each month commencing September 1, 2020. Said fee shall be prorated for the first year as of the actual date of occupancy.
3. Licensee shall maintain the site at its sole expense. Licensee may, at its sole expense cause to be made, such alteration, changes, or additions in, on or to the site or any improvements located thereon, provided that prior to commencement of any work whatsoever, Licensee shall obtain written approval of Milford and any licenses, permits or other authorizations from any and all municipal and other governmental or any authorities and departments

having jurisdiction over such work. In addition, Licensee agrees not to alter the vegetation, including but not limited to, any plantings or trees on the Site.

a.) Licensee further agrees to compensate Licensors for damages in the event that Licensee commits, among other things, damages, waste, a breach of confidentiality, copyright infringement, IP infringement, or allows the engagement of other illegal/illicit technological activities or use while on the premises by either students, participants, program personnel, or Licensee.

b.) Licensee agrees to indemnify and hold Licensors harmless from any loss or damages to Licensors and/or its property wiring, fiber optics, and/or other infrastructure or improvements related to, or associated with Licensee's customizations, updates and/or changes to network infrastructure.

c.) Licensee agrees to indemnify and hold Licensors harmless, and defend at its sole expense, any action brought against Licensors or Licensee, its officers, directors, employees, shareholders, legal representatives, agents, successors and assigns ("Hockomock Area YMCA") to the extent that it is based on a claim that the customizations, updates and/or corrections developed by Licensee infringe any intellectual property rights of any third parties.

d.) Licensors shall have absolutely, no liability to Licensee for any damage sustained by Licensee as a result of Licensee's use of the learning and teaching systems, whether such damages would arise as a result of breach of contract, tort or otherwise.

4. Licensee acknowledges that it has inspected the Site and agrees that the Site is in satisfactory condition and is suitable for the purposes of this License, and that Licensee has not relied upon representations or statements by any officer, or employee of Milford with respect thereto. Licensee takes the site in "as is" condition.
5. The Licensee agrees to conform to all state, federal and local laws and regulations while exercising the privileges granted by this License, and Licensee shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any law, statute, ordinance or government rule or regulation now in force or that may hereafter be enacted or promulgated, and Licensee shall, at its sole cost and expense, promptly take all actions necessary to comply with all such laws, statutes, ordinances or government rules.
6. Licensee shall procure without cost to Milford any and all necessary permits, licenses or other authorizations required for the lawful and proper operation of Licensee's program. Milford agrees to cooperate, and, if necessary, join with Licensee in any application required for obtaining or continuing such necessary permits, licenses or other authorizations.

Milford makes no warranty or representation as to the availability of water or any other utility service, and the Town of Milford shall not be responsible for, any damages, directly or

indirectly, resulting from Licensee's inability to obtain such services or from the limitation, curtailment, rationing or restriction on use of water, electricity, gas or any other form of energy or utility service.

7. In the event real estate taxes or property taxes shall be levied on the Site or any part thereof for any reason, Licensee shall pay such taxes when and as due. Licensee shall also be responsible for payment of all taxes levied on any goods or services sold on the Site, and any taxes arising out of Licensee's occupancy, use, alterations, maintenance, or operation of or on the Site.
8. Licensee shall obtain and keep in force during the term of the License general comprehensive public liability insurance insuring Licensee and the Town of Milford, against all claims and demands for personal injury or damage to property which may be claimed to have occurred upon the Site or arising out of the use of or occupancy thereof. Said insurance shall be written on an occurrence basis to afford protection in such amount as Milford shall, from time to time, reasonably determine, but in no event less than \$1,000,000.00/\$3,000,000 per occurrence limit for personal and bodily injury and death; and for property damage, said insurance shall include a provision for medical payments in the amount of \$1,000,000.00 per person.
9. Licensee shall carry worker's compensation insurance as required by law, and such other insurance in such amounts as Milford may reasonably require from time to time.
10. The insurance coverage required under this License and all renewals shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts. Licensee's insurance policies shall contain only such deductibles as Milford shall approve, such approval not be unreasonably withheld or delayed. Duly executed certificates of insurance, or, if required by Milford, certified copies or duplicate original policies, together with reasonably satisfactory evidence of payment of the premiums therefore, shall be delivered to Milford on or immediately after the Commencement Date of this License. If Licensee fails to either acquire or maintain the insurance required by this License or to pay the premium for such insurance, this License shall be terminated.
11. All of the furnishings, fixtures, equipment, effects, and property of every kind, nature and description of the Licensee shall be at the sole risk of the Licensee, and if the whole or any part thereof shall be destroyed or damaged by fire water, force of nature, Act of God or in any way otherwise, no part of said loss or damage is to be charged to or to be borne by the Town of Milford.
12. Licensee assumes all risk and responsibility for and in connection with any and all activities engaged in by Licensee on the Site, or by its agents, contractors, servants or employees, or any other person and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, unless caused by and directly attributable to the negligence of Milford, its agents, servants or employees.

Licensee, by acceptance of this License; agrees to indemnify and hold harmless the Town of Milford, and provide a defense at Licensee's sole expense, against any and all claims, actions or demands for costs or damages due to personal injury, including death or property damage arising out of or caused by the activities undertaken on the Site by Licensee or its agents, trustees, beneficiaries, members, contractors, servants or employees, guests, successors or assigns, or any person, for any actions, including but not limited to obligations or actions under this Agreement and further, the Licensee will not make any claims against the Town of Milford for any injury, loss or damage to persons (including bodily injury or death) or property due to or arising out of the authorized or unauthorized use of the Site by the Licensee, its agents, trustees, beneficiaries, members, contractors, servants, employees or guests, successors or assigns or any person.

13. Licensee shall indemnify and hold the Town of Milford harmless from and against all bills for labor performed and equipment, fixtures and materials furnished to Licensee, its agents, contractors, servants, employees, their successors or assigns, and applicable sales taxes thereon as required by Massachusetts law, and from and against any and all liens, bills, or claims therefor or against the Site, and from and against all losses, damages, costs, expenses, suits and claims whatsoever in connection with any repairs and/or alterations made by the Licensee, its agents, contractors, servants, employees, their successors or assigns, during the term of this License. The cost of all repairs and alterations shall be paid for in cash or its equivalent, including by check, so that the Site shall at all times be free of liens for labor and materials supplied or claimed to have been supplied.
14. This License is not transferable and no privilege contained herein may be assigned or sublet to any other person or entity. This license is not exclusive. Milford may, at its sole discretion further license the Milford Youth Center to others, and, in any event, may use all or a portion of the Milford Youth Center for any public or private purposes it deems convenient.
15. This License grants no real property interest to the Licensee, creates no tenancy of any kind, and the Licensee shall not seek to and may not encumber the Site or any improvements thereto by way of notes, mortgages, or other means for granting a security interest in the Site to secure payment of any loan or other obligation of the Licensee to finance the use or improvement of the Site, or for any other purpose.
16. If the Licensee fails to pay when due, amounts payable under this License or to perform any of its other obligations under this License within the permitted time for its performance, then Milford, after fourteen (14) days prior written notice to Licensee, (or in the case of an emergency, upon such notice or without notice as may be reasonable under the circumstances) and without waiving any of its rights, may, but shall not be required to, pay such amount or perform such obligation. All amounts paid by Milford and all costs and expenses incurred by Milford in connection with the performance of any such obligations (together with interest at the prime rate from the date of Milford's payment of such amount until the date of full repayment by Licensee) shall be payable by Licensee to Milford upon demand.

17. At the end of the term of this License or any extension thereof, or other sooner termination of this License, the Licensee shall peaceably deliver to Milford possession of the Site. Licensee may, upon expiration or termination of this License, remove all property and equipment belonging to Licensee, repairing any damage caused by the installation or removal or such improvements. Property not so removed at the expiration or termination of this License shall be deemed abandoned by the Licensee, and Milford, at its option, may keep the same for its use, or remove the same in any manner as Milford may choose, and Licensee shall pay on demand any and all costs and expenses incurred in such removal and of any repair to the Site after removal. Licensee agrees that upon the end of this License, termination for any reason or revocation of this License, the Site shall be returned to its original condition as of September 1, 2020.
18. At any time during the term of this license, Milford or its representatives shall have the right to remain present in all areas of the licensed premises, and have the right to inspect, occupy, remedy and repair the premises as necessary or required.
19. Milford shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of Licensee that pertain to the performance of the provisions and requirements of this License, and Licensee agrees to make all of the pertinent accounting books and supporting records of its business activities available for analysis by Milford or its agencies authorized to review Milford's or Licensee's activities. Financial information so obtained will be treated as confidential.
20. Whenever any notice, demand or request is required or permitted by this License, such notice, demand or request shall be in writing and shall be hand-delivered or mailed by certified mail, return receipt requested, postage prepaid, to the addresses set forth below or at such other addresses as either Licensee or Milford may from time to time designate by properly written notice to the other. Any notice, demand or request served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time of hand delivery in person, or (ii) on the third day after deposit with the United States Postal Service.

If to Milford,

Board of Selectmen  
Town of Milford  
Town Hall  
52 Main Street  
Milford, Massachusetts 01757

With a copy to:

Charles D. Boddy, Jr., Town Counsel  
Town Hall - Suite 16  
52 Main Street

Milford, Massachusetts 01757

If to the Licensee:

\_\_\_\_\_  
Hockomock Area YMCA  
45 Forge Hill Road  
Franklin, MA 02038

21. This License is entered into as an arms length transaction, and the Licensee covenants and agrees that it will neither hold itself out as nor claim to be a partner, agent, officer or employee of the Town of Milford by reason of this License, and that it will not by reason of this License, make any claim; demand or application to or for any right to privilege applicable to an employee; officer or contractor of the Town of Milford. Nothing contained in this License shall create or be construed as creating a partnership between Licensee and the Town of Milford, or to constitute Licensee an agent of the Town of Milford.
22. Milford may cancel this license at any time and for any reason which in its sole opinion and judgment, is in the best interest of the Town of Milford, which cancellation shall be effective three (3) weeks after notice of the same to Licensee, except in the event of a breach of the terms of this license in which event the termination shall be effective thirty (30) days after notice of the same to Licensee.

I have read the foregoing conditions and provisions and approve of and agree to these terms.

Hockomock Area YMCA

Dated: August 28, 2020

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Dated: August 28, 2020

FOR THE TOWN:

\_\_\_\_\_  
William E. Kingkade, Jr., Chairman

\_\_\_\_\_  
Michael K. Walsh

\_\_\_\_\_  
Thomas O'Loughlin