

**TOWN OF MARION
TOWN MEETING WARRANT
For the Special Town Meeting to be Held
November 5, 2020**



Plymouth, ss:

To either of the Constables of the Town of Marion in the Commonwealth of Massachusetts

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the inhabitants of the Town of Marion qualified to vote in Town election and Town affairs to meet at the Old Rochester Regional High School Auditorium at 135 Marion Road in Mattapoisett, on Thursday, the 5th day of November next, at 6:45 o'clock in the evening, then and there to act on the following Articles, to wit:

Article 1:

To see if the Town will vote to transfer from available funds in the Waterways Account, the sum of twenty two thousand (\$22,000) dollars to fund an outboard engine for one of its patrol boats, said funds to be expended under the direction of the Harbormaster, or do or take any other action in relation thereto.

Article 2:

To see if the Town will vote to expend one hundred twelve thousand three hundred sixty three dollars and ninety one cents (\$112,363.91) to supplement Article 9 of the 2013 Annual Town Meeting to fund renovation of the Marion Town House, and, that to meet this expenditure, a combined total of \$112,363.91 shall be transferred from the appropriation authorized by Article 17 and Article 19 of the 2014 Annual Town Meeting, Article S3 of 2017 Special Town Meeting, Article 17 of the 2015 Annual Town Meeting, Article 23 of the 2018 Annual Town Meeting, Article 13, 22 and 29 of the 2019 Annual Town Meeting and Article 18 of the 2020 Annual Town Meeting said amount of \$112,363.91 to be spent for said purpose under the direction of the Facilities Director, or do or take any other action in relation thereto.

Article 3:

To see if the Town will vote to act upon the recommendation of the Carver, Marion, Wareham Regional Refuse Disposal District Committee to approve the following withdrawal of the Town of Marion from the Carver Marion Wareham Regional Refuse Disposal District, or take any other action thereon.

Appendix A

WITHDRAWAL OF THE TOWN OF MARION

On this 23rd day of September, 2020, the Carver Marion Wareham Regional Refuse Disposal District ("the District") and the Town of Marion ("Marion") (and collectively "the Parties"), hereby enter into this amendment ("Amendment") of that certain agreement entered into by the towns of Carver, Marion and Wareham on February 7, 1973 and amended and restated in April 1995 ("the Agreement") by which the three towns established the Carver Marion Wareham Regional Refuse Disposal District.

WHEREAS, Article VIII of the Agreement provides a process by which a member town may withdraw from the District; and

WHEREAS, by vote of its town meeting Marion has determined to withdraw from the District; and

WHEREAS, the clerk of the Town of Marion has notified the District Committee that Marion has voted to request the District Committee to draw up an amendment to the Agreement; and

WHEREAS, the District has proposed that the three member towns of the District enter into a further amendment and restatement of the Agreement, which calls for the District to stop waste disposal operations, and to wind-down its operations, and which would obviate the need for Marion's withdrawal from the District; and

WHEREAS, that proposed amendment and restatement of the Agreement has been accepted by the town of Marion, but has not yet been accepted by the towns of Carver and Wareham; and

WHEREAS, this Amendment is intended to become effective in the event that amendment and restatement of the Agreement is not accepted by all three member towns of the District, and

WHEREAS, this Amendment is intended to set forth such terms of withdrawal of the Town of Marion as the District Committee deems advisable; and

WHEREAS, the District presently has no long term indebtedness, or temporary borrowing in anticipation of revenue; and

WHEREAS, by amendment to the 1990 Settlement Agreement between the District, Wankinco Inc., and SEMASS Partnership the District is presently insured against environmental liability claims, and under the terms of that amendment that insurance coverage will be renewed through two consecutive ten year periods; and

WHEREAS, pursuant to the provisions of Section VIII (B) of the Agreement this Amendment shall take effect upon its acceptance by a majority vote of the Town Meeting for the Town of Marion.

Therefore, the parties agree as follows:

1. This Amendment shall constitute an appendix to the Agreement.
2. Effective on January 1, 2021 the Town of Marion shall no longer be a member of the District.
3. Effective on January 1, 2021 the name "Marion" is stricken from the first sentence of Section 1, (C) of the Agreement.
4. The District has no obligations outstanding, and no future installments of principal and interest due, and no such payments are, or shall be, due by Marion to the District.
5. The District shall cease operation of the transfer station and public convenience facility at Benson Brook Road, Marion on or before January 1, 2021.
6. On or after January 1, 2021, but no later than January 31, 2021, the District shall deed ownership of that land constituting the transfer station and public convenience facility at Benson Brook Road, Marion to the Town of Marion, and shall convey title and possession of the District's equipment (2014 Cat 420

backhoe; Reed RD.90 Screen) at that property to the Town of Marion.

7. Effective on January 1, 2021, and except as set forth herein, Marion hereby waives, releases and relinquishes any and all claims of right, title or interest in (i) any and all property, assets, accounts, and receivables of any sort, arising from the Agreement or from Marion's capacity as a member town of the District, and (ii) any contractual or beneficial rights which the District or its member towns may have as a result of agreements with any and all other parties or entities, and which are now, or may in the future be, held or owned by the District, and (iii) any claim for contribution or indemnity resulting from injury to person or property, or from enforcement of regulatory provisions, or costs incurred by Marion, relating to the property constituting the transfer station and public convenience facility at Benson Brook Road in Marion.

8. (A) Effective on January 1, 2021, and except as set forth in subpart (B), the District hereby releases Marion from (i) any and all claims arising from the Agreement, and (ii) any and all claims for contribution or indemnity resulting from injury to person or property, or from enforcement of regulatory provisions, and which claim is made against Marion as a result of its having been a member town of the District.

(B) (1) This release of Marion by the District shall not apply to claims arising from the occurrence of (i) a Pollution Event at the Carver Marion Wareham landfill on Federal Road, Carver; or (ii) a Pollution Event at the District transfer station at Route 28 in Rochester, but only if that Pollution Event at the District transfer station is determined by an environmental analysis, which is to be performed and concluded by no later than June 30, 2021, to have occurred or existed at the transfer station prior to January 1, 2021.

(2) Marion shall be liable to the District in the event of a Pollution Event as described above, only if both (i) the District incurs and pays damages for that Pollution Event, which payment is neither covered by insurance, nor recovered against any other party, and (ii) the member towns of the District are assessed

and pay to the District their respective share of the District's liability payment apportioned among the member towns on the basis that each of their most recent equalized valuation has to the aggregate valuation of the member towns plus the valuation of the Town of Marion. Marion's liability to the District under this subpart will be its share of the District's liability as so apportioned.

(3) For the purpose of this part, the term "Pollution Event" shall mean the discharge, dispersal, release, seepage, migration or escape of any solid, liquid, gaseous or thermal irritant contaminant or pollutant, including smoke, vapor, soot, fumes, acids, alkali, toxic or hazardous substances, electromagnetic fields, chemicals, waste (including materials to be recycled, reconditioned or reclaimed, and/or medical, infectious and pathological waste), radioactive waste and materials, asbestos, and lead into or upon land, or any structure on land, the atmosphere, or any watercourse or body of water including groundwater, in concentrations at levels in excess of those naturally present in the environment.

(C) This release of Marion by the District shall not apply to any claims for contribution or indemnity where such claim arises from an act or omission of the Town of Marion in a capacity other than as a member town of the District.

9. Effective on January 1, 2021, the District shall continue to maintain environmental liability insurance pursuant to the terms of the 1990 settlement agreement. (A copy of the Sixth Amendment of the 1990 Settlement Agreement is attached hereto as Exhibit A.) Said insurance shall continue to cover the liability of the towns of Carver, Marion and Wareham in their capacity as members, or former members of the District, with respect to claims arising from a Pollution Event, as defined in Section 8(B)(3), above, at the Carver Marion Wareham landfill on Federal Road, Carver. (A copy of the Z Choice Pollution Liability Declarations effective from 12/11/2015 to 12/11/2025 is attached hereto as Exhibit B.) If the continuing coverage of Marion adds additional premium costs as a result of its withdrawal from the District, Marion shall be responsible to pay that additional premium.

10. Effective on January 1, 2021 the District and Marion shall each prepare and execute those documents, and take all steps required, to effectuate the intent of this Amendment, including but not limited to, the transfer of any and all permits or licenses necessary to allow Marion to operate the transfer station at Benson Brook.
11. Effective January 1, 2022, the District will make reasonable effort, in accordance with applicable law, to operate under the name "The Southeastern Massachusetts Regional Refuse Disposal District".
12. Notwithstanding the acceptance of this Amendment by the town of Marion, in the event the towns of Carver and Wareham accept the proposed amendment and restatement of the Agreement on or before December 31, 2020, then this amendment shall thereupon become null and void, and without recourse

Article 4:

To see if the town will vote to accept the real property identified as the Benson Brook Transfer Station and as shown on Marion Assessor's Map 24, Lot 9C, from the Carver Marion Wareham Regional Refuse Disposal District effective January 1, 2021 or take any other action thereon.

Article 5:

To see if the Town will vote to authorize the Open Space Acquisition Commission to purchase, at a cost not to exceed \$250,000, for conservation and passive recreation purposes, a Conservation Restriction, as defined by G.L. c.184, ss.31-32, consisting of 33.7 acres, more or less, on a portion of certain property generally identified as Marion Assessors Map 26, Lots 6, 7 and 18, that said Conservation Restriction be conveyed to the town under the provisions of Massachusetts General Laws Chapter 40, section 8C and Chapter 187 of the Acts and Resolves of 1998, or take any other action related thereto.

Article 6:

To see if the Town will vote to authorize the Open Space Acquisition Commission to accept as a gift for conservation and passive recreation purposes, a Conservation Restriction consisting of 1.3 acres, more or less, on a portion of certain property, as shown on Assessor's lot 16, on Map 26, that said Conservation Restriction be conveyed to the town under the provisions of Massachusetts General Laws Chapter 40, section 8C and Chapter 187 of the Acts and Resolves of 1998, or take any other action related thereto.

Article 7:

To see if the Town will vote to authorize the Open Space Acquisition Commission to accept as a gift for conservation and passive recreation purposes, a Conservation Restriction consisting of 0.2 acres, more or less, on a portion of certain property, as shown on Assessor's lot 17, on Map 26, that said Conservation Restriction be conveyed to the town under the provisions of Massachusetts General Laws Chapter 40, section 8C and Chapter 187 of the Acts and Resolves of 1998, or take any other action related thereto.

Article 8:

To see if the Town will vote to authorize the Open Space Acquisition Commission to accept as a gift for conservation and passive recreation purposes, a Conservation Restriction consisting of 7.8 acres, more or less, on a portion of certain properties, as shown on Assessor's lots 5D and 5E, on Map 26, that said Conservation Restriction be conveyed to the town under the provisions of Massachusetts General Laws Chapter 40, section 8C and Chapter 187 of the Acts and Resolves of 1998, or take any other action related thereto.

Article 9:

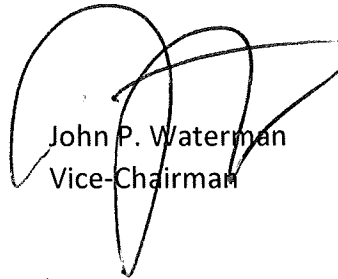
To see if the Town will vote to act upon the recommendation of the Board of Selectmen to take all necessary steps to impose a perpetual Preservation Restriction pursuant to G.L .c.184, ss.31-32 on the portion of the Marion Town House referred to as "the Annex" and constructed on or about 1890, or take any other action thereon.

And you are directed to serve this Warrant by posting up attested copies thereof, one at the Elizabeth Taber Library, one at the Town House and one at the Marion Post Office, all in said Marion, fourteen days at least before the time of holding said meeting aforesaid.

Hereof fail not to make due return of this Warrant with your doings thereon to the Town Clerk at the time and place of meeting aforesaid.

Given our hands this 6th day of October in the Year Two Thousand and Twenty.

Randy L. Parker
Chairman

A handwritten signature in black ink, appearing to read "John P. Waterman". The signature is stylized with large loops and a long horizontal stroke extending to the right.

John P. Waterman
Vice-Chairman

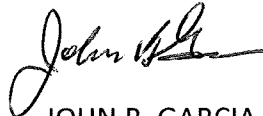
A handwritten signature in black ink, appearing to read "Norman A. Hills". The signature is written in a cursive style with a prominent "H" and "L".

Norman A. Hills
Clerk

BOARD OF SELECTMEN

A true copy, ATTEST:

I, John B. Garcia, being a duly appointed constable of the Town of Marion, in the County of Plymouth, Commonwealth of Massachusetts, hereby make affidavit that legal notice of the meeting called under this Warrant has been served on the voters of said Town of Marion by posting up attested copies in not less than three public places within the said Town on October 8th, 2020 said date being fourteen days, at least, before the date of the meeting, in accordance with Chapter 64, Section 3 of the Code of the Town of Marion.

A handwritten signature in black ink, appearing to read "John B. Garcia". The signature is written in a cursive style with a large "J" and "G".

JOHN B. GARCIA
CONSTABLE