


CLERK'S NOTICE	DOCKET NUMBER 9383CV01274	Trial Court of Massachusetts The Superior Court 	
	Robert S. Creedon, Jr., Clerk of Courts		
CASE NAME: Halifax Building Inspector et al vs. Clawson Scott M			
TO: Lawrence P Mayo, Esq. Attorney Lawrence P. Mayo, P.C. 80 Washington Square Unit C20 Norwell, MA 02061		COURT NAME & ADDRESS Plymouth County Superior Court - Plymouth 52 Obery Street - Suite 2041 Plymouth, MA 02360	
<p>You are hereby notified that on 08/21/2017 the following entry was made on the above referenced docket:</p> <p>Endorsement on Motion to modify consent judgment (#1.0): ALLOWED</p> <p>Interesting facts concerning a quarter century old judgment but parties appear consent in view of Rule 60, and as good reasons have been presented, Allowed and ex to be filed.</p>			
DATE ISSUED 08/29/2017	ASSOCIATE JUSTICE/ ASSISTANT CLERK Hon. Christopher J Muse		SESSION PHONE#

MODIFIED CONSENT AGREEMENT/JUDGMENT

This Modified Consent Agreement/Judgment ("Agreement") is made as of the 26th day of July, 2016 by and between the Town of Halifax acting by and through its Board of Selectmen (hereinafter referred to as the "Town") and Scott M. Clawson of 21 Plymouth Street, Halifax, Massachusetts (hereinafter referred to as "Clawson").

WHEREAS Clawson is the owner and manager of "Fieldstone Farm" located at 21 Plymouth Street, Halifax, Massachusetts (the "Premises") which Premises is used, inter alia, for the raising, training and boarding of horses; for the operation of a riding program; and for the conduct of Horse Shows (as defined herein below) open to the general public; and

WHEREAS the above uses are permitted by the Town of Halifax zoning By-Law; and

WHEREAS the Town has alleged that although the conduct of horse shows is permitted, such horse shows are subject to reasonable regulation in the interest of the public health, safety and environment; and

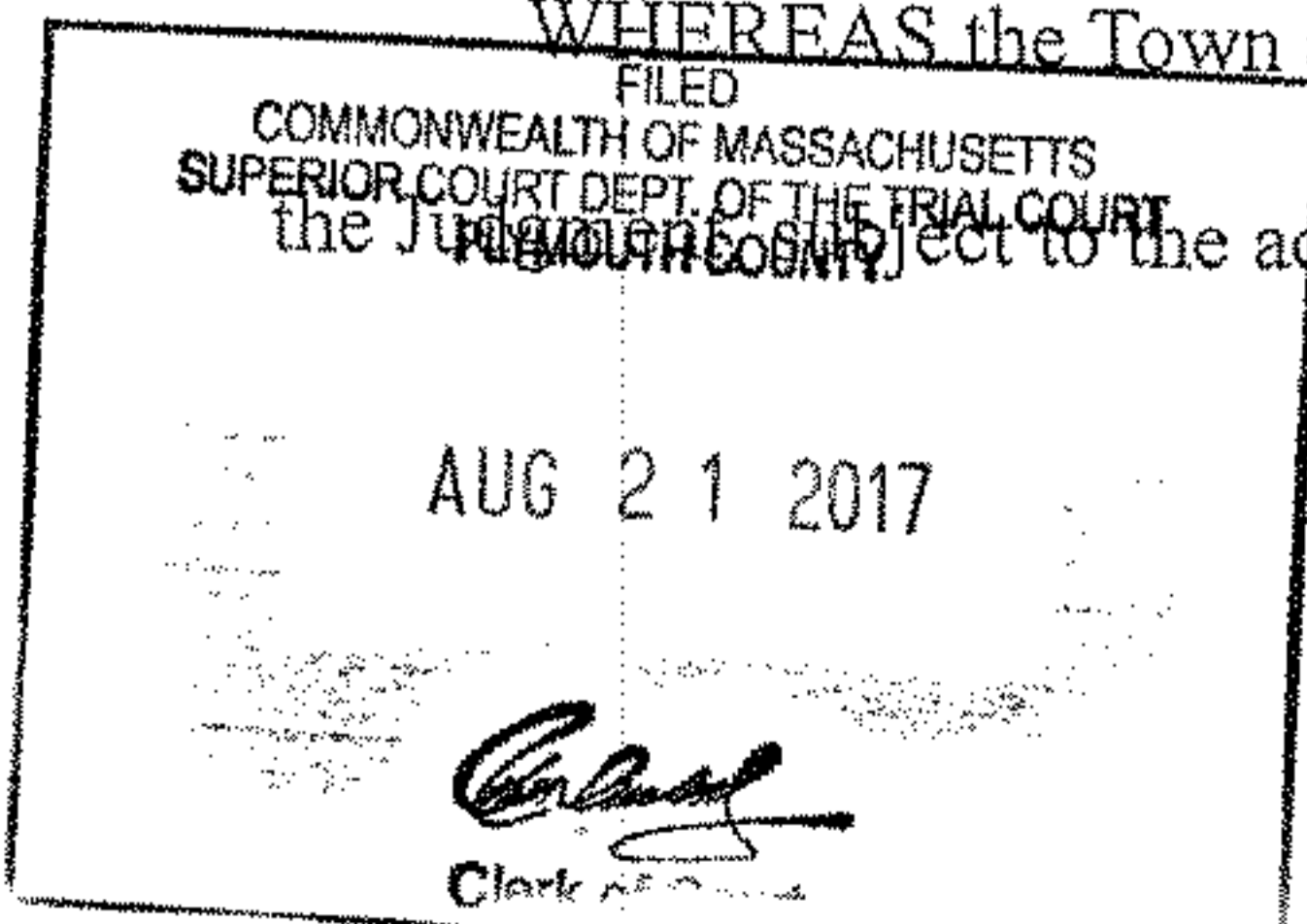
WHEREAS Clawson believes that the conduct of horse shows is not subject to such regulation; and

WHEREAS the Town brought a Civil Action against Clawson (Superior Court Civil Action 93-1274A); and

WHEREAS the Court entered judgment in the Civil Action on or about November 4, 1993, by agreement of the parties (the "Judgment"); and

WHEREAS Clawson wishes to modify certain terms of the Judgment; and

WHEREAS the Town and Clawson have reached an agreement as to the modification of the Judgment subject to the acceptance and allowance of the Court.



NOW, THEREFORE, the Town and Clawson do hereby agree as follows:

1. This Agreement shall be entered with the Court as a modified final judgment in the Civil Action, binding by order of the court upon the Town and Clawson. The "Effective Date" of this Agreement shall be the latter of the date it is fully executed by the parties or the date it may be accepted and entered in the Civil Action by the Superior Court. The parties shall use reasonable efforts to obtain the Court's approval of this Agreement. In the event this Agreement is not accepted by the Court it shall be rendered null and void.
2. For the purposes of this Agreement, the following terms shall have the meanings set forth below "Horse Show" shall mean a judged horse show conducted on the Premises for which horses not stabled on the Premises have been invited and are in fact present to compete under the rules of the American Horse Show Association, the Massachusetts Horseman's Council, New England Horseman's Council, United States Equestrian Foundation, or any other association governing the conduct of horse shows.

"Show Day" shall mean a calendar day during which a Horse Show is being conducted on the Premises.

"Multi-day horse show" shall mean any horse show scheduled to include two (2) or more Show Days.
3. Commencing on the Effective Date, Clawson shall limit the number of Show Days on the Premises to thirty (30) days in any calendar year. This provision shall not be deemed to limit the number of Horse Shows which may be conducted but only the aggregate number of Show Days.
4. On or before January 15th of each calendar year, Clawson shall submit a schedule of the coming calendar year's Horse Shows to the Board of Selectmen setting forth the number of Show

Days associated with each Horse Show and the proposed dates of each of such Horse Shows (the "Horse Show Schedule"). Notwithstanding the foregoing, Clawson shall have the right to modify the Horse Show Schedule for any reason including, without limitation, inclement weather and lack of entries; provided, Clawson shall give reasonable written advance notification to the Board of Selectmen of such modification and provided further that such modifications shall not be deemed to be a waiver of the conditions set forth in this Agreement.

5. Clawson shall provide an alternate contact for each Horse Show at least ten (10) days prior to the commencement of the Horse Show to address any issues that may arise during the Horse Show in the event that Clawson is unavailable. The alternate contact shall have the authority necessary to address and resolve any issue that may arise during the Horse Show in the event Clawson is unavailable to do so.

6. Clawson agrees to use all reasonable efforts (a) to prevent the entry of horse trailers, horse vans and other vehicles transporting horses to the Premises prior to 6:30 a.m. and (b) to prevent the departure of horse trailers, horse vans and other vehicles transporting horses from the Premises after 9:30 p.m. For the purposes of this section, reasonable efforts shall include the publishing of this regulation in the program/prize list for all Horse Shows and, if requested by the Town, the placement of a movable gate or other barricade at the entrance to the Premises.

7. Horse Show participants and exhibitors shall be allowed onto the Premises forty-eight (48) hours before the start of the Horse Show for purposes of setting up their exhibits and settling in with their horses (the "Arrival Date"). All exhibitors and participants shall remove themselves in an orderly fashion from the Premises within twenty-four (24) hours of the closing of the Horse Show.

8. Clawson agrees that for any multiple day Horse Show, the number of entries shall be no more than six hundred twenty-five (625) horses for the year 2016; six hundred fifty (650) horses for the year 2017; six hundred seventy-five (675) horses for the year 2018; seven hundred (700) horses for the year 2019; and seven hundred twenty-five (725) for the years 2020 and beyond. A horse entered in multiple events shall be counted as multiple entries.

It is further agreed that there shall be no more than seven (7) multiple day Horse Shows in any calendar year under this Agreement. Additional horse shows may be held with the approval of the Board of Selectmen.

9. Commencing on the Effective date of this agreement, Clawson agrees that on any Show Day during the conduct of a single day Horse Show, the number of entries shall be no more than one hundred seventy-five for the year 2016; two hundred (200) for the year 2017; two hundred twenty-five (225) for the year 2018; two hundred fifty (250) for the year 2019; and two hundred seventy-five (275) for the years 2020 and beyond. A horse entered in multiple events shall be counted as multiple entries.

10. The Town may immediately obtain verification of the number of entered horses for any Horse Show from the Show Secretary or Clawson at any time, including during the Horse Show.

11. No outdoor public address equipment will be used on any day other than a Show Day. Outdoor noise and use of public address equipment will be limited to the hours of 7:00 AM -- 8:00 PM on Show Days.

12. On Show Days, Clawson shall have qualified medical personal with no other duties on site during the conduct of the Horse Show.

Qualified medical personal shall be at a minimum a certified EMT or Paramedic, whom

is contracted through an Emergency medical service provider licensed by the Office of Emergency Medical Services, within the Massachusetts Department of Public health, or its successor, with appropriate medical equipment. Qualified medical personal may be a physician that is currently certified or licensed under Massachusetts law and permitted by law to provide necessary care to those participating in the Horse Show.

Unless Clawson contracts with the Halifax Fire Department to provide the qualified medical personal, the name and license number of the Emergency Medical Service license provider or physician to be designated as the qualified medical personal shall be provided to the Halifax Fire Chief no less than two weeks prior to each Horse Show. The names and certification/license numbers of the qualified medical personal shall be available to the Fire Chief or his designee on the day of the event.

13. Clawson shall provide the Chief of Police for the Town of Halifax with a proposed plan concerning the need, if any, for a police detail at least thirty (30) days in advance of any Horse Show for approval. If the Chief of Police determines that a police detail is necessary for any portion of the Horse Show, Clawson agrees to provide and pay for at his sole cost and expense the necessary police detail in connection with the Horse Show.

14. Clawson agrees that, if requested by the Town of Halifax Fire and/or Police Departments, a reasonable evacuation plan shall be designed and implemented to insure that in the event of an emergency situation on the Premises during the conduct of Horse Shows, participants, spectators and horses can be safely evacuated from the Premises. The Evacuation Plan shall be designed and implemented with the approval of the Fire and/or Police Departments. The Evacuation Plan shall be posted in appropriate locations on the Premises and shall be published in the

program/prize list for all Horse Shows. The evacuation plan shall be submitted by Clawson within seven (7) days of his receipt of the request.

15. During the conduct of Horse Shows, Clawson agrees to provide reasonable and appropriate sanitary waste facilities (e.g. portable toilets) for the use by Horse Show participants, spectators and other visitors to the Premises in accordance with the rules and regulations of the Board of Health. The portable toilets shall be delivered to the Premises prior to the commencement of a Horse Show and shall be removed from the Premises as soon as practicable following the completion of the Horse Show. The portable toilets shall be serviced every day during multiple day Horse Shows and the contents removed to an off-site location. No sanitary waste from the portable toilets shall be disposed of on the Premises. Clawson agrees to provide the Board of Health with the name, address and telephone number of the vendor providing the portable toilets and such other information as the Board of Health may request with respect thereto and further agrees that the Board of Health may enter onto the Premises to inspect the sanitary waste facilities.

16. At least ten (10) days prior to the commencement of a Horse Show, Clawson agrees to provide a list of proposed vendors who will be permitted to sell goods, merchandise and food products on the Premises during such Horse Show from portable tents, carts and other such displays. Such vendor list shall contain the name, address and telephone number of each vendor together with the type of goods being sold on the Premises. During the conduct of a Horse Show, there shall be no more than five (5) vendors on the Premises providing food or beverages and no more than twelve (12) vendors providing non food and beverage goods. In addition, Clawson agrees to notify each vendor that prior to opening its temporary business on the Premises such

vendor is required to provide evidence satisfactory to the Town that such vendor has complied with all applicable licensing laws and regulations, including but not limited to Chapter 101 and Chapter 138 of the General Laws.

Clawson is required to obtain, from each vendor, copies of all licenses and/or permits required for each vendor to conduct operations and business within the Town of Halifax. Clawson shall be responsible for ensuring that all vendors conducting business on the Premises are appropriately licensed by state and Town authorities. Clawson shall not allow any vendor to conduct business on the Premises without such appropriate licensure. Clawson shall provide the notification set forth above and obtain and keep copies of the necessary licenses and/or permits for each vendor conducting business on the Premises, and shall make all such permits immediately available to Town officials upon request, including during the course of a Horse Show. Clawson hereby grants the Town and the Halifax Police the right to enter onto the Premises during Horse Shows to ascertain that the vendors are in compliance with such laws and regulations and to take such reasonable enforcement actions as they deem necessary and appropriate.

17. During the conduct of Horse Shows there shall be no overnight camping on the Premises in recreational vehicles (e.g. motor homes, travel trailers, horse vans) except by persons providing security and/or care for the horses stabled on the Premises ("Security Personnel"). Security Personnel shall not occupy more than five (5) such recreational vehicles for the year 2016. Commencing January 1, 2017, Clawson shall be permitted to have up to twenty (20) recreational vehicles occupied overnight provided that each recreational vehicle to be occupied has its own electrical connection as said recreational vehicles may not operate a generator.

18. No camp fires or open fires shall be allowed on the Premises.
19. Clawson will maintain the landscaping along the driveway to the property, and shall pick up and dispose of any trash generated by the Horse Shows whether on the Premises or along the frontage of this property that abuts Plymouth Street leading to the Premises.
20. The Town and Clawson agree to cooperate in good faith to resolve any issues arising out of or relating to this Agreement that may affect the public health and safety of the show participants and residents of the Town of Halifax.
21. Town Enforcement Process. If upon information and belief the Town believes that a violation of this Agreement may have occurred and intends to take action upon such violation the Board of Selectmen, within ten (10) days after its initial consideration of any such potential violation, shall send a Notice of Violation to Clawson via certified mail, return receipt requested, or by other means that will insure delivery to Clawson. The Notice of Violation shall state the basis of the alleged violation, and include all documents and statements upon which such alleged violation is based. A hearing before the Board of Selectman to determine if the alleged violation occurred shall be held no sooner than fourteen (14) days after serving Clawson with such Notice. If the Board of Selectmen determine that Clawson violated the Agreement, with such determination supported by clear and convincing evidence, the Board of Selectmen shall impose the following penalties in addition to making reasonable orders related thereto:
 - First Violation: \$300.00 fine assessed for the violation;
 - Second Violation: \$400.00 fine assessed for the violation and, if the Town chooses, other punitive action to insure compliance with the provision of the Agreement violated, up to and including revocation of the section of the Agreement violated leaving the applicable

terms of the original Judgment related to the violated section, before modified, as being in effect;

→ Third and if any additional Violation(s): \$500.00 fine assessed for the violation and, if the Town chooses, other punitive action to insure compliance with the provision of the Agreement violated, up to and including revocation of this Agreement, leaving the terms of the original Judgment, before modified, as being in effect; or

→ For any violation: As otherwise agreed to by the Board of Selectmen and Clawson in writing.

Clawson shall be personally liable for all monetary sanctions imposed under this Agreement.

Clawson may contest any enforcement action taken by the Town as a contempt of this Agreement enforceable by the Court, or as the law may otherwise allow. Should Clawson fail to comply with any of the terms or conditions of this Agreement, including enforcement action or penalties assessed by the Town, the Town may seek to compel compliance therewith by way of contempt action filed with the Superior Court for the County of Plymouth, Massachusetts.

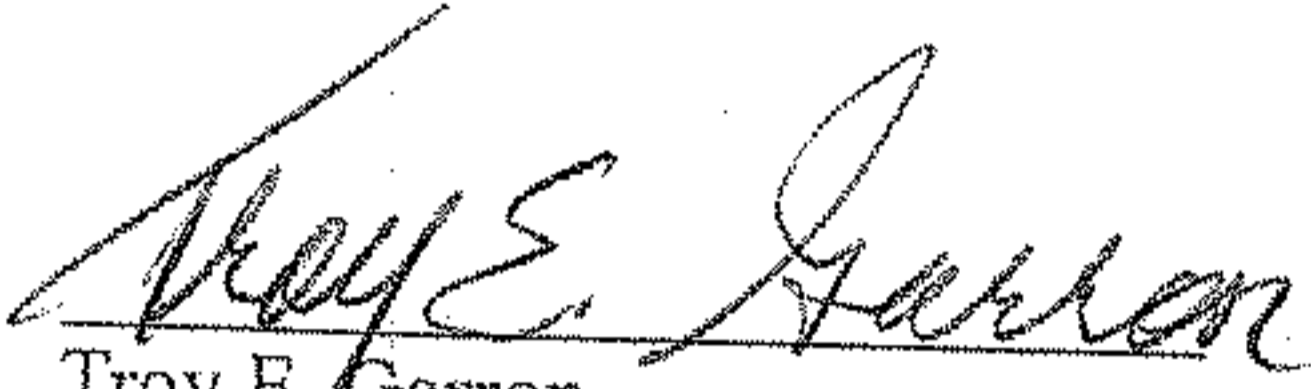
22. This Agreement shall serve to modify and amend the Consent Agreement/Judgment entered in the Civil Action in its entirety, and will otherwise supersede the Judgment as to any matter modified herein upon its acceptance and entry by the Superior Court.

23. The Town acknowledges and agrees that, subject to the conditions set forth in this Consent Agreement/Judgment, Clawson shall have the right to conduct Horse Shows on the Premises as a matter of right without obtaining a Special Permit or any other land use approval or permit from the Town. In the event that any legal action seeking to prohibit or further regulate the conduct of the Horse Shows (other than an action for the enforcement of the provisions

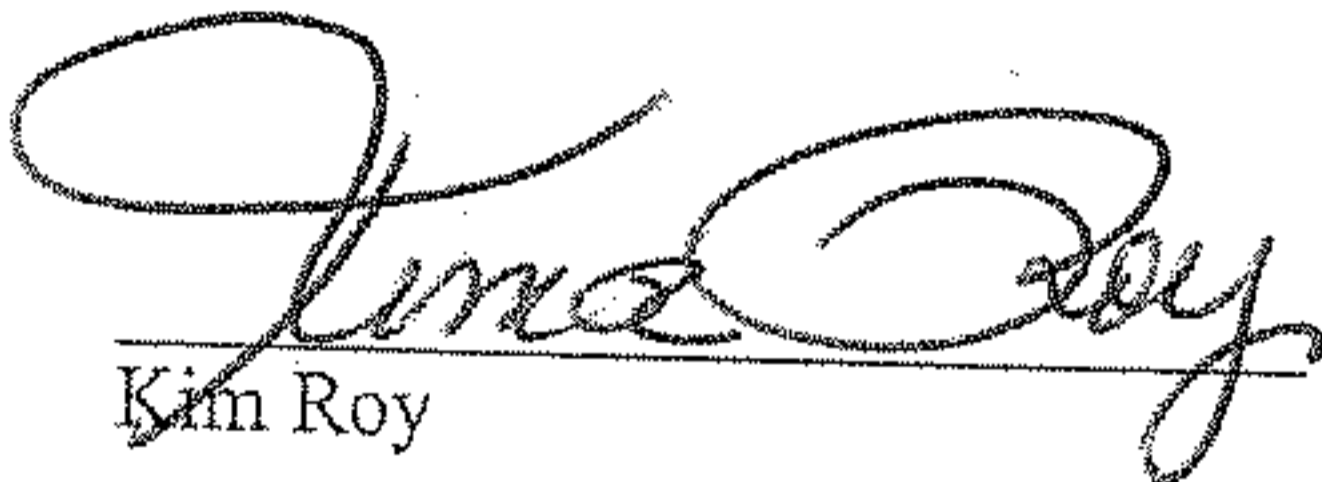
hereof) is commenced by the Town or any agency or board thereof, Clawson may seek to have the Town declared by the court to be in contempt of this Agreement/Judgment whereupon it may be declared null and void and without further force and effect. The Town's enforcement of any law, regulation or rule of general application (including but not limited to building, conservation, planning and board of health) and not addressed with this Consent Agreement/Judgment shall not be deemed in violation of this Agreement.

Executed as an instrument under seal as of the Effective Date set forth above.

THE TOWN OF HALIFAX,
BY ITS BOARD OF SELECTMEN:


Troy E. Garron


Thomas Millian


Kim Roy

SCOTT M. CLAWSON

