



Office of the
BOARD OF SELECTMEN
272 Main Street
Townsend, Massachusetts 01469

Nicholas Thalheimer, *Chairman*
Andrew J. Sheehan,
Town Administrator

Sue Lisio, *Vice-Chairman*

Robert Plamondon, *Clerk*
Office (978) 597-1700
Fax (978) 597-1719

SELECTMEN'S MEETING AGENDA
SEPTEMBER 11, 2012 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 Call the meeting to order and roll call
- 1.2 Notice that the meeting is being tape recorded
- 1.3 Chairman's Additions or Deletions
- 1.4 Meeting Minutes: April 3, 2012, April 4, 2012, April 17, 2012, and August 14, 2012. Votes may be taken.

II APPOINTMENTS /HEARINGS

- 2.1 7:05 Board of Water Commissioners request the Board of Selectmen authorize the hiring of special counsel for the purpose of establishing an independent Water District. Votes may be taken.

III MEETING BUSINESS

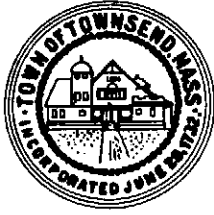
- 3.1 Vote to establish and post for members to serve on the Fire-EMS Headquarters Building Committee. Votes will be taken.
- 3.2 Authorize the closing of Brookline Street on October 6, 2012 for the annual Gregory Reeves Memorial Scholarship run. Votes may be taken.
- 3.3 Request of Police Chief Erving Marshall and Lieutenant David Profit that the Board of Selectmen review and adopt Police Department policies and procedures related to the Department's certification. Votes may be taken.
- 3.4 Approve agreement for backup paramedic intercept services between the Townsend Fire-EMS Department and the towns of Pepperell and Ashby. Votes may be taken.
- 3.5 Approve the following Chapter 90 project funding requests for the Highway Department. Votes may be taken:
 - Purchase of one new Wacker-Neuson BPU2540 Reversible Plate Compacter;
 - Survey of a portion of Route 13 south of the New Hampshire border.
- 3.6 Planning Board Referral Notice for Site Plan Review Special Permit for Karen McNabb Noon for renovations at 267 Main Street, upper level for a Karate Studio. Votes may be taken.
- 3.7 Planning Board Referral Notice for Site Plan Review Special Permit for Chris & Nancy Pappas, Tabivi, LLC for construction of a new 3,496 square foot 90 seat restaurant at 24 Main Street. Votes may be taken.
- 3.8 FY2013 budget update. Votes may be taken.
- 3.9 Vote to open Special Town Meeting Warrant. Votes will be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Designate the Selectmen's representative to the Capital Planning Committee. Votes may be taken.
- 4.2 Request to reappoint Christopher Campion and Sue Dejniak to the Energy Committee for a three year term from July 1, 2012 to June 30, 2015. Votes may be taken.
- 4.3 Request from the Recreation Commission to appoint Emaline M. Hoff as Recreation Director. Votes may be taken.
- 4.4 Request to reappoint Dave Kulvete to a position on the Townsend Cultural Council. Votes may be taken.
- 4.5 Request to reappoint Eino Kauppi, Susan Gerken and Michele Busler to the Historic District Commission for three year terms from July 1, 2012 to June 30, 2015. Votes may be taken.
- 4.6 Request to reappoint Carla Walter to TEMA (Townsend Emergency Management Agency) for a three year term from July 1, 2012 to June 30, 2015. Votes may be taken.

V WORK SESSION

- 5.1 Board of Selectmen Updates/Reports
- 5.2 Town Administrator Updates/Reports
- 5.3 Review/Sign Payroll Warrant
- 5.4 Review/Sign Bills Payable Warrant



1. A

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SELECTMEN'S MEETING MINUTES
APRIL 3, 2012
SELECTMEN'S MEETING CHAMBERS

The chairman called the meeting to order at 6:07PM. Roll call showed chairman Robert Plamondon (RP), vice chair Sue Lisio (SL), and clerk Nicholas Thalheimer (NT) present.

The purpose of the meeting is to hear employee appeals relative to their placement on the recently completed compensation and classification plan. The Board members discussed preliminaries: any changes will be retroactive to January 1, 2012 and tonight's meeting will be to hear justification from employees and supervisors, and decisions will occur at a later date. A small number of employees were present who expressed dissatisfaction with the rating system and the placement of positions on the classification plan.

Police Lieutenant, David Profit: Lt. Profit explained that his is one of two positions that were red circled, meaning that he is at the top of the grade and will not get regular step increases, only cost of living adjustments (COLAs). He said his position has evolved into a second in command since 2001 when it went from an overnight position to a Monday-Friday day shift position. He feels his position should be retitled Deputy Chief and said HRS agreed. He also said in most communities the Lt. is in a superior officers union; in Townsend he is under a personal services contract and not in a union. He asked that the position be classified grade T12/level 5. Chief Erving Marshall expressed his support for an increase in pay, but not for the creation of a deputy chief position. He does not believe a town this size warrants a deputy chief. He said T11/8 is more appropriate.

Administrative Assistant to the Chief of Police, Donna Souza: Ms. Souza stated that **Confidential Administrative Coordinator Patti Clark** would have been here tonight but had a conflict. Ms. Souza said she and Ms. Clark had no objection with their grades, but both felt they should have been placed at higher levels in recognition of her 30 years of experience and Ms. Clark's 25 years. She said both would have been at the maximum step if the prior matrix had been funded. For them, lost wages are the issue. Ms. Souza recommended a one step increase for each 10-19 years and 2 levels for 20-29 years. SL said longevity is not automatically given in the private sector and that it is the individual's decision to remain in the job that long.

Children's Librarian, Molly Benevides: Ms. Benevides was joined by Library Director Stacy Schuttler and Trustee Suzanne Doust. Ms. Schuttler previously submitted comments to Mr. Sheehan and to HRS explaining that the Children's Librarian should be reclassified because of the position's supervisory responsibilities; the position is the acting director when the director is away;

and the position supervises the Librarian II which is currently classified at the same grade and step (Grade 4/Level 1). She said HRS recommended reclassifying the position to grade 5. The Board members were in general agreement that the position should be reclassified to level 5.

Assistant Town Clerk, Kathy Spofford: Town Clerk Sue Funaiole argued on behalf of the assistant. She presented results of a survey of 20 towns that she undertook. She said the job is the same in every town and that Ms. Spofford is an above average employee. SL asked what duties Ms. Spofford performs that are not reflected in the job description, but Ms. Funaiole was unable to provide any examples. She said she needed to see HRS's rating sheet for the position. Ms. Funaiole said the assistant has to run the election in her absence, but upon questioning from the Board agreed that is the case for every assistant town clerk. SL said she needs justification for moving the position up but none has been provided. Ms. Funaiole scolded the Board and said they should double check their work.

Building Commissioner, Richard Hanks: Mr. Hanks provided recommended changes to the job description. He had not previously submitted the comments to HRS. He stated that he thought contractual employees should not be part of the classification plan. In response to a question from RP he stated he gets called in after hours approximately 4-5 times per year. He said his position should not be grade 8 as in the past it was comparable to the Highway Superintendent and Water Superintendent. He asked that the position be reclassified to grade 9. The Board asked Mr. Sheehan to send Mr. Hanks's comments to HRS for another look.

Planning Board Administrative Assistant, Jeanne Hollows: Ms. Hollows was joined by Planning Board chairman Jeff Peduzzi. They requested changing the position from grade 3/level 1 to grade 4/level 2. They also solicited some data from other communities and said level 2 is justified. SL said HRS placed similar positions on the same grade and the Board has to take that into consideration. If one position is moved it requires moving other similar positions.

Land Use Coordinator, Jeanne Hollows and Karen Chapman: Ms. Chapman said she was placed at grade 6/level 1 by HRS and she believes grade 8/level 1 is more appropriate. She cited enforcement of stormwater rules as being comparable to the Building Commissioner's enforcement of the building code. She added that planning documents like the master plan and open space plan are prerequisites for many grant programs.

8:57 The chairman adjourned the meeting.



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SELECTMEN'S MEETING MINUTES
APRIL 4, 2012
SELECTMEN'S MEETING CHAMBERS

The chairman called the meeting to order at 6:02PM. Roll call showed chairman Robert Plamondon (RP) and vice chair Sue Lisio (SL). Clerk Nicholas Thalheimer (NT) was absent.

This is the second meeting to hear employee appeals relative to their placement on the recently completed compensation and classification plan.

Recreation Commission positions: Recreation Commission chair Sharon Whittier and Recreation Director Karen Clement were present. They explained that in addition to the Director there are four seasonal positions with about 20 employees hired for the summer. They have always had their own pay scale. They said that HRS did not discuss any of the seasonal positions, only the Director's position. They are asking for 5 separate positions starting at \$8.00/hour for seasonal employees. SL said the Assistant Director may be most appropriately placed in the S1 schedule at a higher level than the other seasonal positions.

Health Administrator, Carla Walter: Carla Walter was joined by Board of Health members Chris Genoter, Jim LeCuyer, and Michelle Dold. Ms. Walter said that HRS agreed with the comments submitted by the BOH but left the position at grade 3. She said the position is not consistent with grade 3 because she supervises the Recycling Center employees, manages the department's budgets, maintains confidential files, and maintains property at the Recycling Center/former landfill. She requested that the position be reclassified grade 4/level 2 on July 1, 2012.

Highway Superintendent, Ed Kukkula: Mr. Kukkula explained that about 5 years ago he assumed the duties of the office administrator when she retired. In return he was given half of her salary. He is asking to be reclassified to properly compensate him for those administrator's duties. He suggested a stipend of \$7,700 for the office administrator's duties.

Fire Department employees, Chief Don Klein: Chief Klein explained that five employees achieved additional certifications while the classification plan was being prepared. The employees are Keith Feddersen, Kris Klein, Ben Niemiera, Lee Niemiera, and Brent Davis. If they had completed their certifications a little sooner they could have been properly placed on the plan. He suggested that the Niemeiras, Keith Feddersen, and Brent Davis be reclassified from grade 2/level 1 to grade 2/level 2 and Kris Klein from grade 2/level 2 to grade 2/level 5. He explained that this

would put these men even with their peers who have the same credentials. The Chief added that all other Fire Department employees are satisfied with their placement.

Executive Assistant to the Town Administrator, Carolyn Smart: Ms. Smart said she had three complaints with the HRS plan: the job description, salary survey, and the placement of her position. She said the job description flows poorly. She said the salary survey was poorly done. She said her position was improperly placed in grade 4. She made reference to prior classification plans and offered to explain to the Board of Selectmen how classification plans work. She also told the Board members they were not doing what they are supposed to do with classification plans and that the Board should be slotting the positions. She claimed the facilities manager reports to her and always had. SL pointed out that hers was an administrative position, not a supervisory position. Ms. Smart said the position had supervisory responsibilities until Mr. Sheehan was hired. She said the position should be at least grade 5.

Water Superintendent, Paul Rafuse: Mr. Rafuse presented to the Board that his position should be reclassified from grade 9/level 8 to grade 11/level 7. He argued that he is responsible for keeping the water supply free of contamination. He also said he did his own survey of water departments and districts and from that survey plugged a salary into the classification plan. He criticized the communities HRS used as comparables. SL pointed out that it is difficult to be objective when doing your own survey for your own position.

Water Department Billing Clerk: Mr. Rafuse spoke to the Board about the classification of the billing clerk. He explained that the position was previously 30 hours/week, but is proposing to reduce it to 20 hours/week. He argued the billing clerk should be classified the same as the office administrator. He said he had no objections with the job description. SL pointed out that the supervisory responsibilities of the two positions are clearly not the same. She suggested that he look at the job descriptions because it sounds like he is trying to create a hybrid of the two positions. Mr. Rafuse argued they shouldn't be two grades apart.

Water Department Technicians: The Water Technicians are Mike MacEachern and Jim Blanchard. They explained that Mr. MacEachern is grade 6/level 5 and Mr. Blanchard is grade 6/level 1. Mr. MacEachern said they should both be classified the same because they do the exact same job. He added that the only difference is that he has worked there for 15 years and Mr. Blanchard has been there 7 years.

Water Department Office Administrator, Brenda Boudreau: Ms. Boudreau said she was fine with the grade, but thought she should be at a higher level within the grade. She argued that there were no comparables for her position in the study by HRS. Mr. Rafuse proposed grade 4/level 4.

Payroll Clerk, Cheryl Simoneau: Ms. Simoneau explained that she is an 18-year part time employee and does not get basic benefits like vacation, longevity, and sick time. She said she was fine with the job description and grade, but asked for additional steps for longevity. She stated that she was appalled that Librarian I employees are at the same grade/level and suggested those positions were mis-classified.

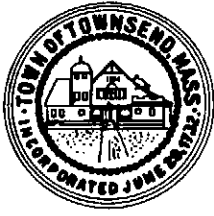
Conservation Agent/Conservation Administrative Assistant, Leslie Gabrilkska: Ms. Gabrilkska explained that historically there was a 25 hour/week administrative assistant and 20 hours/week agent. She has been doing both positions for several years and suggests formally combining them

into a single position. She currently works 37 ½ hours/week. Mr. Sheehan said it makes sense to combine the positions. He suggested looking at it again after July 1, 2012 and seeing how it fits into the budget.

Department Assistant, Sheryl Vaughan: Mr. Sheehan said Ms. Vaughan was not able to attend tonight and asked him to relay information to the Board. She told him that she is satisfied with her grade, but thinks as an 8 year employee she should be higher than level 1.

The Board agreed to meet again on April 17 at 6PM to decide on the appeals.

9:25 The chairman adjourned the meeting.



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SELECTMEN'S MEETING MINUTES
APRIL 17, 2012 - 6:00 P.M.
SELECTMEN'S MEETING CHAMBERS

The chairman called the meeting to order at 6:02PM. Roll call showed chairman Robert Plamondon (RP), vice chair Sue Lisio (SL), and clerk Nicholas Thalheimer (NT).

The purpose of the meeting is to review, discuss, and vote on employee appeals relative to their placement on the classification plan. Employee appeals were heard on April 3 and 4, 2012.

Police Lieutenant, David Profit: RP felt that because the Lt. is under contract his placement on the classification plan should not be modified. He also does not support changing the title to deputy chief. He suggested taking no action until the Lt.'s contract is up for renegotiation. The other members agreed.

Administrative Assistant to the Chief of Police, Donna Souza: SL raised Ms. Souza's request for additional steps for longevity. SL opposes steps for longevity, but would consider level increases for experience. She suggested something like 1 step for 3 years of experience. RP and NT said 1 step for 4 years may be more appropriate, subject to ability to pay. The Board members were unable to agree on a formula for steps for experience. They asked Mr. Sheehan to do an analysis of the cost of giving an extra step for everyone who has been in their current position for 4 years or more. SL said she sees no justification for additional steps other than experience. RP and NT agreed.

Confidential Administrative Coordinator, Patty Clark: The Board members did not feel sufficient information was provided to justify reclassifying the position.

Children's Librarian, Molly Benevides: The Board members agreed sufficient information was presented to justify reclassifying the position to grade 5/step 1 at a rate of \$18.06/hour. They also noted that this is consistent with HRS's analysis of the position.

Assistant Town Clerk, Kathy Spofford: The Board members did not feel sufficient information was provided to justify reclassifying the position.

Payroll Clerk, Cheryl Simoneau: The Board members did not feel sufficient information was provided to justify reclassifying the position.

Building Commissioner, Richard Hanks: NT abstained from the discussion on the Building Commissioner because he is building a house and regularly deals with the Commissioner. RP and SL agreed sufficient information was presented to justify reclassifying the position to grade 9/step 5 at a rate of \$29.65/hour.

Planning Board Administrative Assistant, Jeanne Hollows: The Board members did not feel sufficient information was provided to justify reclassifying the position.

Land Use Coordinators, Jeanne Hollows and Karen Chapman: The Board members did not feel sufficient information was provided to justify reclassifying the position and further did not feel the level of responsibility was equal to other grade 8 positions.

Health Administrator, Carla Walter: SL noted that the position includes some supervisory responsibilities. She didn't feel grade 4 was justified, but would consider a step increase within grade 3. RP felt no more than 1 step should be granted. The Board members agreed supervisory responsibilities were sufficient to justify reclassifying the position to grade 3/step 2 at a rate of \$16.17/hour.

Highway Superintendent, Ed Kukkula: The Board and Mr. Sheehan discussed the request at length. It was decided that the request warranted further analysis after the conclusion of Town Meeting. It was agreed to leave the position at grade 9/maximum level pending further review.

Call Firefighters, Keith Feddersen, Kris Klein, Ben Niemiera, Lee Niemiera, and Brent Davis: The Board members agreed sufficient information was presented to justify reclassifying the positions as presented by Chief Klein on April 4, 2012:

- **Keith Feddersen:** grade 2/level 2, \$15.12/hour.
- **Kris Klein:** grade 2/level 5, \$16.29/hour.
- **Ben Niemiera:** grade 2/level 2, \$15.12/hour.
- **Lee Niemiera:** grade 2/level 2, \$15.12/hour.
- **Brent Davis:** grade 2/level 2, \$15.12/hour.

Executive Assistant to the Town Administrator, Carolyn Smart: SL noted that the supervisory responsibilities with respect to Facilities is misleading and the Facilities Coordinator clearly reports to the Town Administrator. SL also noted that Ms. Smart did not clearly articulate what grade and level she believes the position should be classified. SL also said nothing was provided to show why this position is different from others in grade 4. RP said he is inclined to keep the position where HRS slotted it. The Board members did not feel sufficient information was provided to justify reclassifying the position.

Water Superintendent, Paul Rafuse: The Board members did not feel sufficient information was provided to justify reclassifying the position.

Water Technicians, Mike MacEachern and Jim Blanchard: It was noted that the Water Techs must have State licenses in order to be on-call. SL suggested that the Water Superintendent consider drafting a job description for a junior position and suggested he work with Mr. Sheehan. With respect to Jim Blanchard, the Board members agreed his position should be reclassified the same as Mr. MacEachern's at grade 6/level 5 at a rate of \$21.33/hour. The members agreed Mr. MacEachern's position should remain unchanged.

Office Administrator, Brenda Boudreau: The Board members did not feel sufficient information was provided to justify reclassifying the position.

Billing Clerk, currently vacant: The Board members did not feel sufficient information was provided to justify reclassifying the position.

Conservation Administrative Assistant and Conservation Agent, Leslie Gabrilka: The Board members agreed it makes sense to merge the two positions into one to be held by one person. They asked Mr. Sheehan to work on it over the summer.

Recreation Department seasonal employees: The Board members agreed to red circle the Assistant Director as she is currently far above the highest step and to slot the other employees into grade S1 at the step closest to but above their current rate.

Registrars of Voters: The Board agreed to increase their compensation by \$5/month.

Stipend positions: The Board members agreed to make no changes at this time, but to look at it in the future.

Recycling Attendants: The Board members agreed to the correction detailed by Mr. Sheehan.

Election Workers: election workers are currently paid as follows:

- Wardens (3): \$120
- Clerks (3): \$110
- Checkers (15-18): \$110 and \$95 for trainees
- Constables (1): \$160
- Tellers (1 or 2): \$50
- Police: covered by union contract

The Board agreed to increase election worker wages by \$5 each.

NT moved to adopt the changes as noted and leave all others unchanged. SL seconded. Unanimous.



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SELECTMEN'S MEETING MINUTES
AUGUST 14, 2012 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 The Chairman called the meeting to order at 7:01 pm and roll call showed chairman Nicholas Thalheimer (NT), vice-chairman Sue Lisio (SL), and clerk Robert Plamondon (RP) in attendance.
- 1.2 NT gave notice that the meeting is being tape recorded.
- 1.3 Chairman's Additions or Deletions: The chairman deleted the Executive Session.
- 1.4 Meeting Minutes: July 31, 2012; RP moved to accept, NT seconded. Unanimous. SL abstained because she was not present.

III MEETING BUSINESS

- 3.1 Award contract for Fire-EMS Headquarters feasibility study. Votes will be taken.

Mr. Sheehan reported that an RFP was issued about a month ago for a consultant to prepare a feasibility study for new Fire EMS Headquarters. That facility would replace the building at 460 Main Street in West Townsend and the three buildings in the center of town (the ambulance garage behind Town Hall, the headquarters building at 13 Elm Street, and the Squannacook Hall building at 8 Elm) with a single structure that would host all the equipment in all four buildings presently. The Town received proposals from the following four firms: The Carell Group, CSS Architects, Inc., Winter Street Architects, and Kaestle Boos Associates, Inc. A screening panel established by Chief Klein forwarded a ranking of the technical proposals. They did not see the prices. Their results were evaluated by Mr. Sheehan along with the cost proposals. As a result Mr. Sheehan recommends the Board award the contract for the feasibility study at \$32,500 to Kaestle Boos. He added that the price is substantially lower than the \$50,000 that was appropriated at Town Meeting for this purpose.

RP moved to award the contract for the Fire-EMS Headquarters feasibility study to Kaestle Boos Associates, Inc. SL seconded. Unanimous.

II APPOINTMENTS /HEARINGS

- 2.1 7:05 Squannacook Rail Trail Committee to update the Board on plans for the trail and discuss next steps.

Members of the Squannacook Greenways Board of Directors present were Steve Meehan, Robert Hargraves, Bill Rideout and Mark Cram. Mr. Meehan spoke for the non-profit

requesting the Board of Selectmen provide a letter of support to further the progress made on this project.

A report was submitted in February which recommended the trails be built by a nonprofit. As a result Squannacook Greenways (SG) was established as a 501c3 with 11 members on the Board. The Townsend Squannacook Rail Trail Funding Feasibility Study Committee, founded by their Board, submitted a report on the best way to get a rail trail. The recommendation was that a non-profit build it and enter into an agreement with the MBTA for a lease and that the trail be diverted away from the existing rail bed from the Harbor church to the Shepherd's property to avoid environmental and abutter issues. The trail would address the environmental liability and no town moneys would be spent on the design and construction of the trail.

SG spent last year with DCR to develop an agreement. They presented DCR with a complete business plan, \$10K in seed money solely from the board and several letters of support. On May 24 members met with DCR commissioner Edward Lambert in Boston and subsequently he agreed to enter into an agreement with SG for the development of the trail. Several conditions would be that SG obtains environmental liability insurance and they obtain letters from each town indicating their commitment on several aspects. In Townsend those two aspects were: the commitment to push for the sidewalk along Main Street in the Harbor and an agreement that there would be standard community policing on the trail so that there wouldn't be any expectation for state police response.

Extensive discussion ensued. RP asked about abutter's concerns.

Sheila Murphy spoke as an abutter stating that she has been told she cannot speak because she is not "pro". She suggested the hunters have not been addressed. She brought up parking issue and concerns about an increase in crime, litter and taxes. SL responded that she understands her concerns, but at this time nobody is asking for money. She believes this shows progress and is positive.

Mr. Hargraves spoke from his perspective as a resident abutting the rail trail in Groton. He stated that there were some initial concerns, but for the past 10 of the 11 years it has been there it has been kept clean, young mothers with cell phones are the best monitors, and the people are very friendly. There has only been one major crime that he knows of and it was in the parking lot by the train stop in Ayer.

More discussion was had about the concerns. It was decided that the item be tabled until such time as Police Chief Marshall can give his input on the policing of the trail.

3.2 Authorize Andrew Sheehan, Town Administrator, to execute and submit the Town's Green Communities application.

Mr. Sheehan gave an update of the Green Communities presentation held Monday in Leominster. He says the next step is for the committee to submit a grant application detailing how they plan to spend the \$156,825.

RP moved to authorize Andrew Sheehan, Town Administrator, to execute and submit the Town's Green Communities application. SL seconded. Unanimous.

- 3.3 Request for the use of the Jefts Street field for a wedding and determination of a fee.
Mr. Sheehan explained that a couple would like to use the field behind Town Hall for their wedding reception. There would be approximately 30 people. No liquor.

RP moved to approve the request for the use of the Jefts Street field for a wedding reception requiring a \$250 refundable deposit and in lieu of a fee a donation will be made to a Townsend-based charity with a minimum amount of \$25 subject to signature of a waiver and indemnification. SL seconded. Unanimous.

- 3.4 1-Day Liquor license for John Fors, V.F.W. Post #6538, 491A Main Street, West Townsend, MA.

- 30th Birthday Party, August 31, 2012, 7PM-11PM
- Wedding Reception, September 8, 2012, 5:00PM-9:30PM
- 50th Wedding Anniversary, September 15, 2012, 7:00PM-11:00PM

RP moved to approve the one-day liquor license requests. SL seconded. Unanimous.

- 3.5 Personnel Policies & Procedures: discussion.

Mr. Sheehan will set up a conference call with Counsel to develop a timeline of what needs to be done and how to approach the entire project.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Request of Chris Clish, Council on Aging Director, to approve the hiring of Peter F. Buxton as a substitute van driver.

RP moved to approve the hiring of Peter F. Buxton as a substitute van driver for the Council on Aging. SL seconded. Unanimous.

- 4.2 Appoint Theresa Morse to the Energy Committee.

RP moved to appoint Theresa Morse to the Energy Committee for a term from 8/14/12-6/30/13. SL seconded. Unanimous.

- 4.3 Appoint Patricia O'Reilly to be the Crossing Guard for a term from July 1, 2012 to June 30, 2013.

RP moved to appoint Patricia O'Reilly to be the Crossing Guard for a term from July 1, 2012 to June 30, 2013. SL seconded. Unanimous.

- 4.4 Appointment of John Vaillancourt to the Townsend Cultural Council.

RP moved to appoint John Vaillancourt to the Townsend Cultural Council for a term from 8/14/12-6/30/13. SL seconded. Unanimous.

V WORK SESSION

- 5.1 Board of Selectmen Updates/Reports

- RP reminded everyone that there is a Special Town meeting tomorrow night at 7 PM regarding the school budget override. A quorum of 75 is needed to proceed.
- RP would like to invite Gary Shepherd and the Recreation Commission to the next meeting to resolve any outstanding issues on the courts being built at Hawthorne Brook. Mr. Sheehan gave an update that on 7/30/12 the Recreation Commission voted to commit up to \$40,000 for fencing, landscaping and other improvements. He is working with Kopelman & Paige to draft an inter-municipal agreement between the town and

NMRSD because we must have an interest in the property before public funds can be spent. No substantial work has occurred lately at the site.

- RP stated his concerns about the quality of the roads and suggested that a list of road projects be posted on the website.

5.2 Town Administrator Updates/Reports

- Mr. Sheehan reminded everyone of the Special Town Meeting tomorrow night and Special Election August 28th from 8am to 8pm at Town Hall.
- He announced that there is a vacancy on the Planning Board. It will be posted for 10 days.
- The next Board of Selectmen meeting will be held August 28, 2012.

5.3 Review/Sign Payroll Warrant. RP moved to sign warrants out of session. NT seconded. Unanimous.

5.4 Review/Sign Bills Payable Warrant. RP moved to sign warrants out of session. NT seconded. Unanimous.

Andy Sheehan

From: Paul Rafuse <paulr@townsendwater.com>
Sent: Thursday, August 30, 2012 4:24 PM
To: Andy Sheehan
Subject: Request to be put on the agenda

2.1

Andy,

Can you schedule myself and the Board of Water Commissioners to be on the September 11, 2012 Board of Selectmen's meeting to get authorization from the Board of Selectmen to acquire the services of Special Counsel to establish a Water District, thank you.

If you have any questions give me a call. I'll be out of the office on Friday 8/31/2012.

Paul Rafuse

Superintendent
Townsend Water Department
540 Main Street
West Townsend, MA 01474
Tel: 978-597-2212
Fax: 978-597-5611
Email: paulr@townsendwater.com

This electronic message is confidential and intended for the named recipient only. Any dissemination, disclosure or distribution of the contents of this communication is unlawful and prohibited. If you have received this message in error, please contact by return email or telephone (978-597-2212), and delete the copy you received. Thank you.

Andy Sheehan

From: Paul Rafuse <paulr@townsendwater.com>
Sent: Tuesday, September 04, 2012 2:10 PM
To: 'Andy Sheehan'
Subject: RE: Request to be put on the agenda

Andy,

Here is the name and contact information of counsel we are considering;

Mary E. Bassett, Esq.
Of Counsel to:
McWalter, Barron & Boisvert, P.C.
30 Monument Square, Suite 145
Concord, MA 01742
Telephone: 978-369-2252
Fax: 978-369-6989
Email: Mary@MaryBassettLaw.com

Paul Rafuse

Superintendent
Townsend Water Department
540 Main Street
West Townsend, MA 01474
Tel: 978-597-2212
Fax: 978-597-5611
Email: paulr@townsendwater.com

This electronic message is confidential and intended for the named recipient only. Any dissemination, disclosure or distribution of the contents of this communication is unlawful and prohibited. If you have received this message in error, please contact by return email or telephone (978-597-2212), and delete the copy you received. Thank you.

From: Andy Sheehan [<mailto:asheehan@townsend.ma.us>]
Sent: Friday, August 31, 2012 9:33 AM
To: 'Paul Rafuse'
Subject: RE: Request to be put on the agenda

Hi Paul,
I'll put this on for the 11th. Please provide me with the name and contact info of the counsel you wish the Board to hire.
Thanks and have a good weekend.
Andy

From: Paul Rafuse [<mailto:paulr@townsendwater.com>]
Sent: Thursday, August 30, 2012 4:24 PM
To: Andy Sheehan
Subject: Request to be put on the agenda

Andy,

PUBLIC NOTICE OF VACANCY

3.1

September 11, 2012

In accordance with Section 7-10 of the Townsend Charter requiring a ten (10) day posting, the following vacancy is posted:

FIRE-EMS HEADQUARTERS BUILDING COMMITTEE

MISSION AND NOTICE OF VACANCY

The Board of Selectmen hereby establishes the Fire-EMS Headquarters Building Committee. The Committee will consist of 5 members appointed by the Board of Selectmen. The Committee shall serve as the Design Selection Committee, selecting design professionals and owner's project manager, shall review and oversee preparation of a feasibility study, development of plans and specifications, and oversee construction of a Fire-EMS Headquarters Station.

Membership: 5 members serving terms that expire at the completion of the project.

Qualifications: Background in engineering, architecture, construction, facilities management, finance, fire-EMS, or related field.

Interested persons are encouraged to forward a Volunteer Application form to the Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469.



**TOWNSEND POLICE DEPARTMENT
70 BROOKLINE ROAD P.O. BOX 137
TOWNSEND, MASS. 01469**

3.3
POLICIES AND
FILE AT
SELECTMEN'S
OFFICE

Erving M. Marshall, Jr.
Chief of Police

Tel. 978-597-6214
Fax. 978-597-1718

DATE: August 22, 2012

TO: Board of Selectmen

FROM: Chief Erving M. Marshall Jr.
Lieutenant David A. Profit
Accreditation Manager

RE: Board of Selectmen review and approval

The Office of the Chief of Police would respectfully request that the Board of selectmen review the following Policies and Procedures. These policies have been collaboratively reviewed by the Townsend Police Department's Collective Bargaining unit, and are ready for implementation. We welcome the Board of Selectmen's input, and would like the opportunity to speak with you at one of your scheduled meetings. This effort brings the Townsend Police Department one step closer to achieving Massachusetts certification status.

- 2.02 (Use of Confidential Informants)
- 2.03 (Vice, Drugs & Organized Crimes)
- 2.04 (Criminal Intelligence)
- 2.07 (Sexual Assault Investigations)
- 2.11 (Bank Robberies)
- 2.17 (Electronic Recordings/Interviews)
- 2.20 (Officer Involved Shooting)
- 3.01 (Transportation of Prisoners)
- 3.02 (Holding Facility)
- 3.05 (Temporary Holding Facilities)
- 4.02 (Sexual Harassment)
- 4.06 (Authorized Weapons)
- 4.07 (Criminal Offender Record Information C.O.R.I.)
- 4.10 (Identification and Prevention of Racial Gender Profiling)
- 4.12 (Communications)
- 4.13 (Disciplinary Procedures)

- 4.15 (Authority and Responsibility)
- 4.16 (Line of Duty Deaths)
- 4.17 (Training and Career Development)
- 4.19 (Reserves)
- 4.22 (Mobile Data Computers MDC)
- 4.23 (Recruitment and Selection)
- 7.01 (Unusual Occurrences)
- 7.04 (All Hazard Plan/ICS Command System)

Thanks You in advance for your attention to this matter, and for your ongoing support of this endeavor.

AGREEMENT FOR BACKUP PARAMEDIC INTERCEPT SERVICES

Between the Town of Townsend

dba

Townsend Fire-EMS Department

and

Town of Pepperell

This agreement for Paramedic Intercept Services is entered into between the Town of Townsend, acting through the Townsend Fire-EMS Department (hereinafter referred to as "Townsend Fire-EMS Department"), and the Town of Pepperell (hereinafter referred to as "Transport Agency").

Recitals

Townsend Fire-EMS Department is licensed as a provider of advanced life support (ALS Services) that employs certified paramedics to provide such services.

1. Transport Agency is a provider of basic or intermediate life support ambulance services (EMT-B or EMT-I).
2. From time to time, Transport Agency, or an agency that dispatches emergency medical services for and on behalf of the Transport Agency, will request that the Townsend Fire-EMS Department provide paramedic intercept services, as defined below, to augment the EMT-B or EMT-I services rendered by the Transport Agency.
3. The Transport Agency desires that the Townsend Fire-EMS Department perform, and the Townsend Fire-EMS Department is willing to perform, paramedic intercept services pursuant to the terms and conditions of this agreement.

AGREEMENT

1. Paramedic Intercept Services

Upon request, subject to availability of its resources and other terms and conditions of this Agreement, "Paramedic Services" or "Paramedic Intercept Services" as referred to herein shall consist of delivering a paramedic to the scene of an incident or to a reasonable rendezvous point, and the rendering, by such paramedic, of such Advance

Life Support services as the paramedic may deem necessary or appropriate, subject to the applicable "medical control." The Transport Agency recognizes that the Townsend Fire-EMS Department cannot guarantee immediate response to requests in every instance, and that nothing in this Agreement binds the Townsend Fire-EMS Department to do so. Townsend Fire-EMS Department does agree, however, that it will, in accordance with the terms of this Agreement, respond to the Transport Agency's request for assistance with reasonable diligence, and consistent with the manner by which its responds to requests for similar service from others.

2. Services Rendered and Costs

- A. Townsend Fire-EMS Department shall bill the Transport Agency for all Paramedic Intercept Services rendered for a flat fee of two-hundred and seventy five dollars (\$275), or "treat and release" to Transport Agency for One-hundred and twenty-seven dollars and fifty cents (\$127.50). These fees will only be paid by the Transport Agency to the Townsend Fire-EMS Department after the Transport Agency's receipt of reimbursement from any insurance company and or individual. The Transport Agency will apply for and pursue such reimbursement with reasonable diligence. Payment will be made by the Transport Agency to the Townsend Fire-EMS Department within thirty (30) days of receipt of reimbursement for services.

- B. Transport Agency may bill any and all insurance companies or patients covered thereby for ALS Services rendered by Townsend Fire-EMS Department in accordance with all applicable local, state and federal rules and regulations and the rules of the applicable Medicare Program. The Transport Agency shall be solely responsible for compliance with such rules and regulations in the creation and submission of claims. The Townsend Fire-EMS Department shall provide Transport Agency such information and paperwork as is reasonable and customary for these purposes. Except to the extent that any incorrect billing to a Medicare Program is caused by the fault of Townsend Fire-EMS Department, the Townsend Fire-EMS Department shall have no responsibility or liability to Transport Agency or any Medicare Program or Medicare Program Patient arising from claims submitted by Transport Agency to the Medicare Program, and Transport Agency agrees to indemnify and hold Townsend Fire-EMS Department harmless from and against any and all costs and expenses, including reasonable attorney's fees arising there from.

3. Limitation of Liability and Indemnification

- A. Townsend Fire-EMS Department obligations hereunder shall be subject to the availability of qualified paramedic personnel, supplies and transportation, as determined by the Townsend Fire-EMS Department in its reasonable judgment in light of other actual and anticipated needs for its services. In the event the Townsend Fire-EMS Department determines that it lacks qualified paramedic personnel or transportation to deliver such personnel to the scene of an incident or lacks supplies or other resources required for Paramedic Services requested by Transport Agency at any time during the term of this Agreement, it shall have no responsibility or liability to the Transport Agency, the patient or any third party, other than the responsibility to promptly notify the Transport Agency of Townsend Fire-EMS Departments' inability to respond to its request for such services. The Transport Agency shall ensure that it has access to alternative Paramedic Services in the event Townsend Fire-EMS Department is unable to respond to a service request.
- B. In accordance with and subject to G.L. c. 40, § 4A, and to the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other from and against any and all third-party claims, demands, liabilities, actions, causes of actions, costs and expenses to the extent such claims, demands etc. are caused by such Party's negligence or willful misconduct.

4. Insurance

At all times during the term of this agreement each Party shall maintain general and professional liability insurance coverage provided by companies licensed to do business in the Commonwealth of Massachusetts in the minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate, providing coverage for the negligent acts or omissions for such Party and its employees and agents.

5. Term and Termination

- A. The initial term of this agreement shall be two years(s), commencing as of the effective date. Thereafter, this Agreement shall automatically renew for subsequent one-year periods unless terminated as set forth below.
- B. This agreement may be terminated by any Party without cause and for any reason upon sixty (60) days written notice.

- C. This Agreement may also be terminated by any Party for cause in the event of material breach by the other Party and failure to cure such breach within ten (10) days of written notice specifying such breach.
- D. This Agreement may also be terminated immediately upon notice by either Party upon the occurrence of any of the following to the other Party.
 - 1. Loss of its license of Medicare or Medicaid certification.
 - 2. Material diminution or loss of the insurance required.
 - 3. Filing or a voluntary petition in bankruptcy or assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.
- E. In the event of termination of this agreement, Townsend Fire-EMS Department shall have no further obligation to provide Paramedic Services.

6. No Influence on Referrals

It is not the intent of either Party to this agreement that any remuneration, benefit or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either Party or patients to the other Party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this agreement. Any payments specified in this agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

7. Miscellaneous Provisions

- A. It is mutually agreed that Townsend Fire-EMS Department is and at all times shall be acting as an independent contractor. Transport Agency shall neither have nor exercise any control or direction over the methods by which Townsend Fire-EMS Department and its employees shall perform their duties arising hereunder.
- B. All notices, requests, demands or other communications under this agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed.

If to:
Townsend Fire-EMS Department
P.O. Box 530
13 Elm Street
Townsend, MA 01469

If to:
Pepperell Fire Department
P.O. Box 355
Pepperell, MA 01463

Any Party may change their address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

- C. This agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this agreement.
- D. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the Party or Parties making such amendment.
- E. Nothing in this agreement shall be construed to confer upon any person, any right, remedy or claim as third-party beneficiaries or otherwise.
- F. No waiver of any breach or any provision of this agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligation or acts.
- G. Neither Party may assign, in whole or in part, this agreement or any rights hereunder, nor may they delegate, in whole or in part, any of the duties to be performed hereunder without the prior written consent of the other Party.
- H. Each individual executing this agreement on behalf of any entity, which is a party to this agreement, represents and warrants that he or she is duly authorized to execute

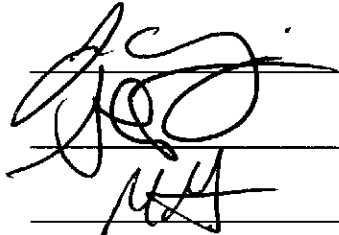
and deliver this agreement on behalf of said entity. This agreement may be signed in counterparts.

- I. All laws or regulations applicable to this Agreement or the services contemplated herein shall be deemed incorporated in this Agreement by reference, and in the event of any conflict between such laws or regulations and the provisions of this Agreement, the laws and regulations shall control.
- J. Nothing in this Agreement is intended to waive any of the Parties' rights, defenses and immunities under G.L. c. 258, all of which rights, defenses and immunities are hereby reserved.
- K. The Parties understand and agree that, in performing under this Agreement and furnishing any Paramedic Services, the Town is not engaging in private, business or for-profit activities, and that the amounts charged for such services under this Agreement are a reasonable estimate of the costs incurred by the Town in rendering such services.
- L. In accordance with G.L. c. 40, § 4A, the Parties shall, upon request, share such financial information as reasonably necessary and appropriate to verify services performed and payments made for same; maintain accurate and comprehensive records of the services performed, costs incurred, and reimbursements and contributions received, if any.

(Signatures Follows this Page)

Town of Townsend
By its Board of Selectmen

Town of Pepperell
By its Board of Selectmen



AGREEMENT FOR PARAMEDIC INTERCEPT SERVICES

Between the Town of Townsend

dba

Townsend Fire-EMS Department

and

Town of Ashby

This agreement for Paramedic Intercept Services is entered into between the Town of Townsend, acting through the Townsend Fire-EMS Department (hereinafter referred to as "Townsend Fire-EMS Department"), and the Town of Ashby (hereinafter referred to as "Transport Agency").

Recitals

Townsend Fire-EMS Department is licensed as a provider of advanced life support (ALS Services) that employs certified paramedics to provide such services.

1. Transport Agency is a provider of basic or intermediate life support ambulance services (EMT-B or EMT-I).
2. From time to time, Transport Agency, or an agency that dispatches emergency medical services for and on behalf of the Transport Agency, will request that the Townsend Fire-EMS Department provide paramedic intercept services, as defined below, to augment the EMT-B or EMT-I services rendered by the Transport Agency.
3. The Transport Agency desires that the Townsend Fire-EMS Department perform, and the Townsend Fire-EMS Department is willing to perform, paramedic intercept services pursuant to the terms and conditions of this agreement.

AGREEMENT

1. Paramedic Intercept Services

Upon request, subject to availability of its resources and other terms and conditions of this Agreement, "Paramedic Services" or "Paramedic Intercept Services" as referred to herein shall consist of delivering a paramedic to the scene of an incident or to a reasonable rendezvous point, and the rendering, by such paramedic, of such Advance Life Support services as the paramedic may deem necessary or appropriate, subject to

the applicable "medical control." The Transport Agency recognizes that the Townsend Fire-EMS Department cannot guarantee immediate response to requests in every instance, and that nothing in this Agreement binds the Townsend Fire-EMS Department to do so. Townsend Fire-EMS Department does agree, however, that it will, in accordance with the terms of this Agreement, respond to the Transport Agency's request for assistance with reasonable diligence, and consistent with the manner by which its responds to requests for similar service from others.

2. Services Rendered and Costs

- A. Townsend Fire-EMS Department shall bill the Transport Agency for all Paramedic Intercept Services rendered for a flat fee of two-hundred and seventy five dollars (\$275), or "treat and release" to Transport Agency for One-hundred and twenty-seven dollars and fifty cents (\$127.50). These fees will only be paid by the Transport Agency to the Townsend Fire-EMS Department after the Transport Agency's receipt of reimbursement from any insurance company and or individual. The Transport Agency will apply for and pursue such reimbursement with reasonable diligence. Payment will be made by the Transport Agency to the Townsend Fire-EMS Department within thirty (30) days of receipt of reimbursement for services.

- B. Transport Agency may bill any and all insurance companies or patients covered thereby for ALS Services rendered by Townsend Fire-EMS Department in accordance with all applicable local, state and federal rules and regulations and the rules of the applicable Medicare Program. The Transport Agency shall be solely responsible for compliance with such rules and regulations in the creation and submission of claims. The Townsend Fire-EMS Department shall provide Transport Agency such information and paperwork as is reasonable and customary for these purposes. Except to the extent that any incorrect billing to a Medicare Program is caused by the fault of Townsend Fire-EMS Department, the Townsend Fire-EMS Department shall have no responsibility or liability to Transport Agency or any Medicare Program or Medicare Program Patient arising from claims submitted by Transport Agency to the Medicare Program, and Transport Agency agrees to indemnify and hold Townsend Fire-EMS Department harmless from and against any and all costs and expenses, including reasonable attorney's fees arising there from.

3. Limitation of Liability and Indemnification

- A. Townsend Fire-EMS Department obligations hereunder shall be subject to the availability of qualified paramedic personnel, supplies and transportation, as determined by the Townsend Fire-EMS Department in its reasonable judgment in light of other actual and anticipated needs for its services. In the event the Townsend Fire-EMS Department determines that it lacks qualified paramedic personnel or transportation to deliver such personnel to the scene of an incident or lacks supplies or other resources required for Paramedic Services requested by Transport Agency at any time during the term of this Agreement, it shall have no responsibility or liability to the Transport Agency, the patient or any third party, other than the responsibility to promptly notify the Transport Agency of Townsend Fire-EMS Departments' inability to respond to its request for such services. The Transport Agency shall ensure that it has access to alternative Paramedic Services in the event Townsend Fire-EMS Department is unable to respond to a service request.

- B. In accordance with and subject to G.L. c. 40, § 4A, and to the extent permitted by law, each Party shall indemnify, defend, and hold harmless the other from and against any and all third-party claims, demands, liabilities, actions, causes of actions, costs and expenses to the extent such claims, demands etc. are caused by such Party's negligence or willful misconduct.

4. Insurance

At all times during the term of this agreement each Party shall maintain general and professional liability insurance coverage provided by companies licensed to do business in the Commonwealth of Massachusetts in the minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate, providing coverage for the negligent acts or omissions for such Party and its employees and agents.

5. Term and Termination

- A. The initial term of this agreement shall be two years(s), commencing as of the effective date. Thereafter, this Agreement shall automatically renew for subsequent one-year periods unless terminated as set forth below.

- B. This agreement may be terminated by any Party without cause and for any reason upon sixty (60) days written notice.

- C. This Agreement may also be terminated by any Party for cause in the event of material breach by the other Party and failure to cure such breach within ten (10) days of written notice specifying such breach.
- D. This Agreement may also be terminated immediately upon notice by either Party upon the occurrence of any of the following to the other Party.
 - 1. Loss of its license of Medicare or Medicaid certification.
 - 2. Material diminution or loss of the insurance required.
 - 3. Filing or a voluntary petition in bankruptcy or assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.
- E. In the event of termination of this agreement, Townsend Fire-EMS Department shall have no further obligation to provide Paramedic Services.

6. No Influence on Referrals

It is not the intent of either Party to this agreement that any remuneration, benefit or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either Party or patients to the other Party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this agreement. Any payments specified in this agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

7. Miscellaneous Provisions

- A. It is mutually agreed that Townsend Fire-EMS Department is and at all times shall be acting as an independent contractor. Transport Agency shall neither have nor exercise any control or direction over the methods by which Townsend Fire-EMS Department and its employees shall perform their duties arising hereunder.
- B. All notices, requests, demands or other communications under this agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the second day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed.

If to:
Townsend Fire-EMS Department
P.O. Box 530
13 Elm Street
Townsend, MA 01469

If to:
Ashby Fire Department
1093 Main Street
Ashby, MA 01431

Any Party may change their address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

- C. This agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this agreement.
- D. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the Party or Parties making such amendment.
- E. Nothing in this agreement shall be construed to confer upon any person, any right, remedy or claim as third-party beneficiaries or otherwise.
- F. No waiver of any breach or any provision of this agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligation or acts.
- G. Neither Party may assign, in whole or in part, this agreement or any rights hereunder, nor may they delegate, in whole or in part, any of the duties to be performed hereunder without the prior written consent of the other Party.
- H. Each individual executing this agreement on behalf of any entity, which is a party to this agreement, represents and warrants that he or she is duly authorized to execute and deliver this agreement on behalf of said entity. This agreement may be signed in counterparts.

- I. All laws or regulations applicable to this Agreement or the services contemplated herein shall be deemed incorporated in this Agreement by reference, and in the event of any conflict between such laws or regulations and the provisions of this Agreement, the laws and regulations shall control.
- J. Nothing in this Agreement is intended to waive any of the Parties' rights, defenses and immunities under G.L. c. 258, all of which rights, defenses and immunities are hereby reserved.
- K. The Parties understand and agree that, in performing under this Agreement and furnishing any Paramedic Services, the Town is not engaging in private, business or for-profit activities, and that the amounts charged for such services under this Agreement are a reasonable estimate of the costs incurred by the Town in rendering such services.
- L. In accordance with G.L. c. 40, § 4A, the Parties shall, upon request, share such financial information as reasonably necessary and appropriate to verify services performed and payments made for same; maintain accurate and comprehensive records of the services performed, costs incurred, and reimbursements and contributions received, if any.

(Signatures Follows this Page)

Town of Townsend
By its Board of Selectmen

Town of Ashby
By its Board of Selectmen

Pete McMurray *Chair*

Mike McCallum



3.5

CHAPTER 90 – PROJECT REQUEST

updated 8/2012

*2 Original Signed Project Request Forms are to be submitted.

CONTRACT # INTF 0000
500 51002

Classification: Road building Equipment

Primary Road: _____

Local Road: _____

City/Town: Townsend

Location(s): _____

Length: _____ feet Width: _____ feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface:	_____
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	_____

SCOPE OF WORK:

Purchase one new Wacker-Neuson BPU2540 Reversible Plate Compactor

WORK TO BE DONE:

Force Account: Advertised Contract: Other: State Bid List

Estimated Cost (Please attach estimate and list funding source(s)): \$ \$4,827.90

These funds will pay 100% of Local Road Project costs to the limit of this assignment

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We herby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:
Signed: _____
State Aid Engineer Date
Road Classification Verified: _____
Approved for \$ _____ @ 100%
District Highway Director Date

Signed: <u>Evan A. Kelly</u>
<u>HIGHWAY</u>
<u>SUPERINTENDENT</u> <u>8-16-12</u>
Highway Official's Title Date
Accounting Official's Title Date
Date Duly Authorized Municipal Officials



CHAPTER 90 – PROJECT REQUEST

updated 8/2012

***2 Original Signed Project Request Forms are to be submitted.**

CONTRACT # _____

Classification: Road building Equipment

Primary Road: _____

Local Road: _____

City/Town: Townsend

Location(s): _____

Length: _____ feet Width: _____ feet

PROJECT TYPE

Construction: Resurfacing: Engineering: Equipment:

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface: _____

Base Course: _____

Foundation: _____

Shoulders/Sidewalks: _____

SCOPE OF WORK:

Purchase one new Wacker-Neuson BPU2540 Reversible Plate Compactor

WORK TO BE DONE:

Force Account: Advertised Contract: Other: State Bid List


Estimated Cost (Please attach estimate and list funding source(s)): \$ \$4,827.90

These funds will pay 100% of Local Road Project costs to the limit of this assignment

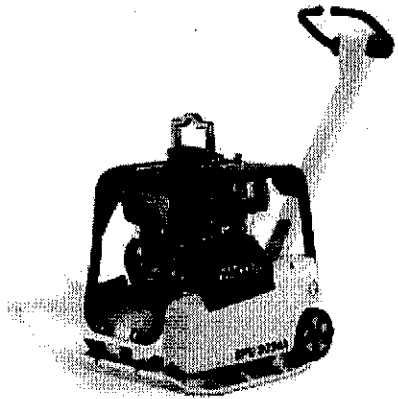
CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:	
Signed: _____	_____
State Aid Engineer	Date
Road Classification Verified: _____	
Approved for \$ _____ @ 100%	
_____	_____
District Highway Director	Date

Signed: 	
SUPERINTENDENT	8-16-12
Highway Official's Title	Date
_____	_____
Accounting Official's Title	Date
_____	_____
Date	Duly Authorized Municipal Officials

This piece of equipment is used to compact ditches, pavement, etc.



GENERAL INFORMATION

Manufacturer Wacker Neuson

Model Year 2011

Model BPU 3050

DIMENSIONS

Height Machine: 27.5 in. (697 mm)

Working of Handle (adjustable): 31.5 - 45 in. (800 - 1,143 mm)

WEIGHTS

Operating Weight 366 lbs. (166 kg)

ENGINE

Engine Make Honda

Engine Model GX 270

Engine Type Air-cooled, 4-stroke, 1-cylinder

Gross Horsepower 9 hp (6.6 kW) @ 3,600 rpm

Fuel Type Gas

Fuel Tank Capacity 5.3 qt. (5 l)

OPERATIONAL

Gradeability Maximum (depending on soil): 30%

Travel Speed Forward / Reverse (maximum): 68.9 fpm (21 m/min.)

Application Both

Vibration Frequency 5,400 vpm (90 Hz)

Force Maximum Centrifugal: 6,750 lbf (30 kN)

Plate Size Base Thickness: 0.4 in. (10 mm)



Home > Browse Contracts > Contract Search > Search Result >

QUICK QUOTES SOLICITATIONS CONTRACTS FORUMS BUSINESS DIRECTORY JOIN FED STIMULUS RESOURCE CENTER

Home > Browse Contracts > Contract Search > Search Result >

Vendor(s)

Document Number: FAC71 Issued By: Operational Services Division / Infrastructure and Support Procurements

Summary Rules Issuer(s) Forms & Terms Vendor(s) Updates Other Information

Vendor Information

Company Name: Tri County Contractors Supply, Inc.
Doing Business As (DBA):

Programs:

Comments: Service Area: All Counties - Awarded Categories: 1 thru 7,9,10,11 Equipment/parts/services - Prompt Pay Discount: 2%-10 days, 1%-15 days

Name: Robert Clark, Jr
Title:
Address 1: 154 Wayside Ave.
City: West Springfield
State or Province: MA
Postal Code: 01089
Country: US
Phone1: 413-733-5189x4
Phone2:
Phone3:
Fax1:
Fax2:
E-mail: rclarkjr@tricontractors.com
Website:
Effective Start Date: 2010-09-01 00:00:00.0
Effective End Date: 2012-08-31 23:59:00.0
Vendor Code 1: VC6000158573
Vendor Code 2: ZZ

Vendor Documents

Select All on this Page

Download Files Selected on this Page

WARNING: If this tab consists of more than one (1) page, you must navigate to each additional page using the number or Next/Last hyperlinks; then use the file View or Download Files tools to access the additional files.

One item found.
Select

09/10/2010

Upload Date

Document Description

Contractors Award Information 2010-2012

View

Quick Tips...

Information presented here is entered by the Contract Manager list on the Issuer(s) tab of this record.

Public purchasers and contract vendors seeking clarifications or corrections should contact the Issuer.

Contract vendors who want to report a SDO-certification, formerly SOMMBA-certification status error should submit this form as instructed.

To access files attached on a displayed page, either:

Select the View icon (eyeglasses) to access any single file.

Use the Select All on this Page and Download Files Selected on this Page options to access multiple files.

If you do not have the file decompression software or utilities which enable this feature, a trial demonstration of Winzip for PC is available at www.winzip.com.



CHAPTER 90 – REIMBURSEMENT REQUEST

updated 8/2012

City/Town: Townsend Project: Rte. 13 Survey

Project request was approved on 10/21/11 for \$3,500.00

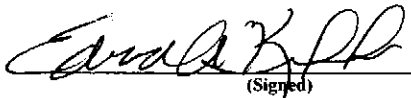
at 100% Reimbursement Rate = \$3,500.00

- 1) Attached are forms which document payment of approved expenditures totaling \$3,500.00 for which we are requesting \$3,500.00 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$3,500.00.
- 3) Is this request for a FINAL payment on this project? Yes No

4) Remarks:

CERTIFICATION

A. I hereby certify under penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

 Highway Superintendent 09/05/12
 (Signed) (Municipal Highway Official Title) (Date)

B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 and Chapter 11, Section 12 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

 (Accounting Officer's Title) _____

 (Duly Authorized)

DATE _____

Tax ID No: 04-2601194

INVOICE

PLEASE MAKE CHECKS PAYABLE TO:
Weston & Sampson Engineers, Inc.

PO Box B43060
Boston, MA 02284-3060
tel: 978-532-1900 fax: 978-977-0100
www.westonandsampson.com

Weston & Sampson
ENGINEERS, INC.

December 22, 2011

Project No: 2110652

Invoice No: 404225

Mr. Edward Kukkula
DPW Highway Superintendent
TOWNSEND, TOWN OF
P.O. Box 621
Townscnd, MA 01469

Project 2110652 TOWNSEND-ROUTE 13 SURVEY AND PRELIMINARY DESIGN
Professional Services through November 25, 2011

Fee

Description	Contract Amount	% Work To Date	Amount Billed To Date	Previously Billed	This Inv. Billed
PHASE A-SURVEY & PRELIMINARY DESIGN	3,500.00	6.00	210.00	0.00	210.00
Total Fee	3,500.00		210.00	0.00	210.00
		Total Fee			210.00
			TOTAL THIS INVOICE		\$210.00

01-30-12

CHAP 90

INTF000020075

51002

\$210.00

EX

MASS HIGHWAY

Chapter 90 Project Request

Classification:

Primary Road XX

Local Road _____

RECEIVED
MASS DOT

OCT 19 2011

Chapter 90

INTF00002007

S00 51002

\$3,500.00

DISTRICT 3 WORCESTER

City/Town

Townsend

Location(s)

Brookline Road/Rte. 13

Length:

1,000 Feet

Width: 32 Feet

Project Type:

Construction _____

Resurfacing _____

Engineering _____

XX

Equipment _____

Other: _____

TYPICAL SECTION DETAILS: State depths, special treatments, etc., and include sketch for Construction/Improvement Projects.

Surface:

Base Course:

Foundation:

Shoulders/Sidewalks:

SCOPE OF WORK:

Prepare a limited survey to prepare base mapping of the centerline profile and edges of road and rough designs to estimate the limits and general amounts of fill required to bring up the vertical curve to minimum design standards for the appropriate speed limit.

Work to be done: Force Account _____

Advertised Contract _____

Other: XX

Estimated Cost (Attach estimate and list funding sources)

\$ 3,500.00

*These funds will pay 100% of Local Road Project costs to the limit of this assignment.

CERTIFICATION

The design, engineering, construction and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering practices and construction methods. I/We certify to the following: that the project is on a public way, and any necessary land takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by the Massachusetts Highway Department or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Prepared and reviewed by:

Signed

[Signature] 10/21/11
State Aid Engineer - Date

Road Classification Verified

[Signature]

Approved for \$ 3500 @ 100%

[Signature]
District Highway Director Date

10/24/11

Signed

[Signature]
[Signature]

duly authorized

Date:

10/11/11

C90PR(2)

Supercedes C90PR(1)

Town of Townsend

Schedule of Departmental Bills Payable


FILE COPY

To the Accounting Officer:

The following named bills of the Highway Department, amounting in total to **\$ 3,290.00**

Dollars, have been approved by the _____, and you are requested to place them on a warrant for payment.

Date: May 21, 2012


Edward Kukkula, Highway Superintendent

Chapter 90 Rte. 13 Survey

Name	Description	Amount	Total
Weston & Sampson Engineers, Inc.	Chap. 122 00002007S 51002	\$ 3,290.00	
	Total		\$ 3,290.00
Grand Total			\$ 3,290.00



PO Box 843080
 Boston, MA 02284-3080
 tel: 978-532-1900 fax: 978-977-0100
 www.westonandsampson.com



January 20, 2012
 Project No: 2110652
 Invoice No: 405147

Mr. Edward Kukkula
 DPW Highway Superintendent
 TOWNSEND, TOWN OF
 P.O. Box 621
 Townsend, MA 01469

Project 2110652 TOWNSEND-ROUTE 13 SURVEY AND PRELIMINARY DESIGN
Professional Services through December 30, 2011

Fee					
Description	Contract Amount	% Work To Date	Amount Billed To Date	Previously Billed	This Inv. Billed
PHASE A-SURVEY & PRELIMINARY DESIGN	3,500.00	100.00	3,500.00	210.00	3,290.00
Total Fee	3,500.00		3,500.00	210.00	3,290.00
Total Fee					3,290.00
TOTAL THIS INVOICE					\$3,290.00

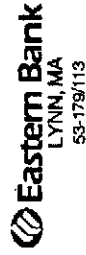
Outstanding Invoices		
Number	Date	Balance
404225	12/22/2011	210.00
Total		210.00
Total Now Due		\$3,500.00

5-15-12
 CHAP 90
 CHAP 122
 00002007551002
 \$3,290.00
 [Signature]

Date 05/24/2012 Account Number 10086601 Serial Number 87031 Amount \$3,290.00



TOWN OF TOWNSEND
TREASURERS OFFICE
272 MAIN STREET
TOWNSEND, MA 01469



087031

Three Thousand Two Hundred Ninety Dollars and NO cents

PAY
TO THE
ORDER
OF

WESTON & SAMPSON ENGINEERS, INC
P.O. BOX 843060
BOSTON, MA 02284-3060

DATE 05/22/2012 AMOUNT *****3,290.00

Kathleen A. Rosenthal

AUTHORIZED SIGNATURE

⑈087031⑈ ⑆011301798⑆ 100 86601⑈

TOWN OF TOWNSEND
PLANNING BOARD
272 MAIN ST.
TOWNSEND, MA 01469
978- 597-1700 x 1722 * 978- 597-1722 fax

3.6

Date: July 27, 2012

To:

Assessors Office
Board of Selectmen
Board of Health
Building Inspector
Conservation Commission
Fire Department

Housing Authority
Highway Department
Police Department
Town Clerk
Water Department
Zoning Board of Appeals

From: Planning Board Office

REFERRAL NOTICE

This notice is given in accordance with MGL Chapter 40-A, Section 11 and the Town of Townsend Zoning By-laws, Section 145-42 **Site Plan Review Special Permit** and Section 145-65 Special Permits. Please review the attached Site Plan Review application from **Karen McNabb Noon, for renovations at 267 Main St., upper level, or a Karate Studio** and relay to the Planning Board any questions or concerns you may have. The full application and plans are available for review at the offices of the Town Clerk, Land Use Coordinator and the Planning Board. Parties wishing to speak in favor of, or in opposition to the proposal, may do so in writing prior to the hearing, or at the hearing in person or represented by an agent or attorney. Interested parties are encouraged to attend. Comments should be provided to the Board and to the applicant within 35 days. Failure to make recommendations within 35 days shall be deemed lack of opposition.

PROJECT DESCRIPTION: Renovations to upper level for Karate Studio

APPLICANT: Karen McNabb Noon

LOCUS ADDRESS: 267 Main St

PARCEL ID: Assessor's Map(s) 51, Block(s) 6, Lot(s) 0,
Zoned Downtown Commercial District

DATE OF HEARING: Monday, September 24, 2012

TIME / PLACE OF HEARING: 8:00 p.m., Selectmen's Chambers

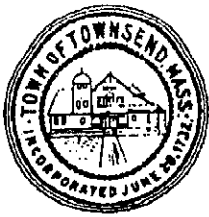
LEGAL AD: Townsend Times August 10, 2012 & August 17, 2012

COMMENTS _____

NO COMMENT _____

SIGNED: _____

DATE: _____



Office of
THE PLANNING BOARD
272 Main Street
Townsend, Massachusetts 01469
978-597-1700 x 1722 * 978-597-1722 fax

2012 SEP 24 10 30 AM
TOWN CLERK

**TOWNSEND
PLANNING BOARD
LEGAL NOTICE**

In accordance with MGL Chapter 40-A and the Town of Townsend Zoning By-laws, Section 145-42 **Site Plan Review Special Permit** and Section 145-65 **Special Permits**, the Planning Board will hold a public hearing on **Monday, September 24, 2012 at 8:00 p.m., in the Selectmen's Chambers at Memorial Hall, 272 Main Street**, regarding an application received from Karen McNabb Noon to **renovate 267 Main Street (upper level)** for a Karate Studio, Assessor's Map 51, Block(s) 6, Lot(s) 0, zoned DCD (Downtown Commercial).

The application is available for review at the Town Clerk, Land Use Coordinator, and Planning Board Offices at 272 Main St. Parties wishing to speak in favor of or in opposition to the proposal may do so in writing prior to the hearing, or at the hearing, in person or represented by an agent or attorney. Interested parties are encouraged to attend.

Respectfully submitted,
Jeffrey R. Peduzzi, Chairman

Publish in the Townsend Times August 10, 2012 and August 17, 2012.

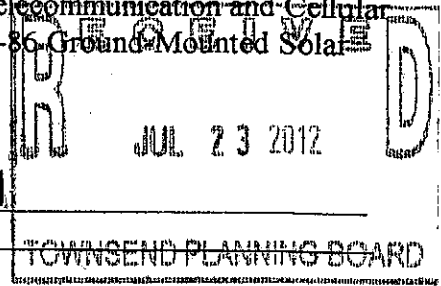
cc: Abutters
Applicant
Assessors Office
Board of Selectmen
Board of Health
Building Inspector
Conservation Commission
Fire Department
Highway Department
Historical Commission
Housing Authority
Land Use Coordinator
Police Department
Other Towns
Town Clerk
Water Department
Zoning Board of Appeals



Office of
THE PLANNING BOARD
 272 Main Street
 Townsend, Massachusetts 01469
 978-597-1700 x 1722

Site Plan Review Special Permit

(Under Sections 145-42 Site Plan Review Special Permit; 145-39 Open Space Preservation Development (OSPD); 145-47 Open Space Multi-family Development (OSMD); 145-51 Telecommunication and Cellular Towers, 145-53 Adult Use Establishments, 145-65 Special Permits, and 145-86 Ground Mounted Solar Energy District of the Townsend Zoning Bylaws)



Date: 18 JUN 2012
 Name of Project: SECOND FLOOR RENOVATION
 Location of Project: 267 MAIN STREET

1. Owner of record:

Name: KAREN MCNABB NOON
 Company: CHAPIN, LLC
 Owner's Street Address: B KOSKI WAY
 City/Town: TOWNSEND State: MA Zip: 01469
 Phone: Day 978-597-2392 Evening _____ Fax _____

2. Applicant's name and address (if same as owner, write "same")

Name: SAME AS ABOVE
 Company: _____
 Owner's Street Address: _____
 City/Town: _____ State: _____ Zip: _____
 Phone: Day _____ Evening _____ Fax _____

Applicant is: _____ Owner _____ Agent/Attorney _____ Purchaser _____ Tenant
 Other: (Explain) _____

If the applicant is not the owner, a Power of Attorney or similar document signed by all owners of the property must be included.

3. Characteristics of Property:

*Zoning District: DCD **Number of Lots: 1
 **Lot Area: .25 ACRE **Frontage: OSGOOD ST. 160'
MAIN ST. 145'
 *Map # 51 Block # 6 Lot # 0
 *Recorded, South Middlesex Registry of Deeds: Book Number 54493 Page Number 119

*Information available from the Assessors Office **If there is more than one lot, please attach a list

4. Please either attach or write a brief description of the nature of this Special Permit for Site Plan Review:

PROJECT GOAL INCLUDES: *RENT SECOND FLOOR FOR KARATE STUDIO; * SECOND FLOOR HAS BEEN VACANT FOR MANY YEARS; * SECOND FLOOR HOLDS VARIANCE FROM MASS AAB; BUILDING INSPECTOR REQUESTING SITE PLAN & ARCHITECTURAL ACCESS BOARD VARIANCE

Fees:

-
- | | |
|--|--|
| <input checked="" type="checkbox"/> Site Plan Review Special Permit or | <input checked="" type="checkbox"/> \$ 350 Existing Construction |
| <input type="checkbox"/> Non-Discretionary Site Plan Review | <input type="checkbox"/> \$1,200 New Construction |
| for Solar Energy Installation: | <input type="checkbox"/> \$ 200 Modification or Extension of Permit: |
-
- | | |
|----------------------------------|---|
| <input type="checkbox"/> OSPD or | <input type="checkbox"/> \$1,000 |
| <input type="checkbox"/> OSMD | <input type="checkbox"/> \$ 600 if filed simultaneously with Definitive Subdivision |
-
- | | |
|--|--|
| <input type="checkbox"/> Telecommunication Cell Tower: | <input type="checkbox"/> \$ 750 New Construction |
| | <input type="checkbox"/> \$ 300 Renewal of Cell Tower Special Permit |
-
- | | |
|-------------------------------------|----------|
| <input type="checkbox"/> Adult use: | \$ 2,000 |
|-------------------------------------|----------|
-

Please make checks payable to the Town of Townsend. Fees are for administrative costs.

Under MGL Chapter 40A and Chapter 44 §53G, the Planning Board may require a deposit payable to the Town of Townsend for the reasonable costs of a consultant/engineer's peer review or other outside consultant. Funds are held in an interest-bearing account, and unused balances are refundable upon written request at the completion of the project.

The Planning Board may also require the applicant to pay unusual administrative costs, such as copying.

The applicant shall pay the cost of recording any decision at the Registry of Deeds.

Please direct any questions to the Planning Board Assistant at 978-597-1700 x 1722. For zoning or building questions, please contact the Building Commissioner at 978-597-1709.

Agreement

- I/we hereby certify that the information on the first page is true and correct based on all the information available to me.
- I/we understand that the Planning Board may require additional information to process this application.
- Any errors in the information provided, or presented by me or my representatives may be cause for denial or revocation of a favorable decision.
- Any relief granted by the Planning Board must be limited to the request made in this application.
- I/we may be represented by counsel at my own expense.
- If this application is denied, it may not be brought before the Planning Board again for two years without prior approval from the Planning Board.
- I/we am/are responsible for all other applications, permits, and approvals that may be required by law.

Project Name: _____

For notarizing additional signatures, please photocopy this page as needed.

Date: _____

Owner(s): (1) KAREN MCNABB NOON
(Print Name)
* Karen McNabb Noon
(Signature)

(2) TIMOTHY MCNABB
(Print Name)
* Timothy C. McNabb
(Signature)

Date: 7/20/12

Applicant(s): (1) SAME AS ABOVE
(Print Name)

(Signature)

(2) SAME AS ABOVE
(Print Name)

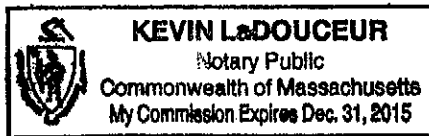
(Signature)

NOTARY STATEMENT:

COMMONWEALTH OF MASSACHUSETTS

Middlesex County

On this 20th day of July, 2012, before me, the undersigned Notary Public, personally appeared Karen McNabb Noon, Timothy McNabb, and proved to me through satisfactory evidence of identification, which were MADC, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in my presence.



Kevin LaDouceur
Notary Public Signature

Notary Stamp

Dec 31 2015
My Commission Expires

To REPRESENT PROPERTY OWNER(S)

TOWNSEND
MA

DATE: 18 JUN 2012

TO: Town of Townsend

I/we, the undersigned owner(s) grant full permission to:

APPLICANT(S) / AUTHORIZED REPRESENTATIVE(S):

William G. Schulze
Name (please print)
370 MAIN STREET
Street Address
WEST TOWNSEND MA. 01474
City State Zip
978-423-8200 / 978-597-6277
Daytime Phone #(s) / Home Phone

~~Name (please print)
Street Address
City State Zip
Daytime Phone #(s) / Home Phone~~

to act as our agent and hereby authorize this representative to take any action, including but not limited to paying consulting fees, agreeing to conditions set by any applicable Board or Commission, signing agreements and/or extending deadlines. This agent has my/our full permission to submit applications, present plans, submit requirements and speak on my/our behalf with regard to:

PROPERTY LOCATED AT:

267 MAIN STREET, Townsend, MA
Street Address

ASSESOR'S PARCEL ID: Map # 51 Block # 6 Lot # 0

OWNER (S): CHAPIN, LLC.
KAREN McNABB NOON
Name (please print)
8 KOSKI WAY
Street Address
TOWNSEND MA. 01474
City State Zip
978-597-2392
Daytime Phone #(s) / Home Phone

TIMOTHY MCNABB
Name (please print)
267 MAIN STREET
Street Address
TOWNSEND, MA 01469
City State Zip
978-512-1301
Daytime Phone #(s) / Home Phone

* [Signature]
Signature of Owner

* [Signature]
Signature of Owner

TOWN OF TOWNSEND
PLANNING BOARD
272 MAIN ST.
TOWNSEND, MA 01469
978- 597-1700 x 1722 * 978- 597-1722 fax

3.7

Date: August 23, 2012

To:

Assessor's Office
Board of Selectmen
Board of Health
Building Inspector
Conservation Commission
Fire Department

Housing Authority
Highway Department
Police Department
Town Clerk
Water Department
Zoning Board of Appeals

From: Planning Board Office

REFERRAL NOTICE

This notice is given in accordance with MGL Chapter 40-A, Section 11 and the Town of Townsend Zoning By-laws, Section **145-42 Site Plan Review Special Permit** and Section **145-65 Special Permits**. Please review the attached Site Plan Review application for construction of a new **3,496 S.F. 90 seat restaurant at 24 Main Street**, and relay to the Planning Board any questions or concerns you may have. The full application and plans are available for review at the offices of the Town Clerk, Land Use Coordinator and the Planning Board. Parties wishing to speak in favor of, or in opposition to the proposal, may do so in writing prior to the hearing, or at the hearing in person or represented by an agent or attorney. Interested parties are encouraged to attend. Comments should be provided to the Board and to the applicant within 35 days. Failure to make recommendations within 35 days shall be deemed lack of opposition. We apologize for less than 35 days allowed for comment.

PROJECT DESCRIPTION: To construct a new 38' x 90' (90 seat) restaurant

APPLICANT: Chris & Nancy Pappas, Tabivi, LLC

LOCUS ADDRESS: 24 Main St

PARCEL ID: Assessor's Map(s) 41, Block(s) 7, Lot(s) 0,
Zoned OCD (Outlying Commercial District).

DATE OF HEARING: Monday, September 24, 2012

TIME / PLACE OF HEARING: 8:30 p.m., Selectmen's Chambers

LEGAL AD: Townsend Times August 31, 2012 & Sept. 7, 2012

COMMENTS _____

NO COMMENT _____

SIGNED: _____

DATE: _____



Office of
THE PLANNING BOARD
 272 Main Street
 Townsend, Massachusetts 01469
 978-597-1700 x 1722

Site Plan Review Special Permit

Page 1 of 3

(Under Sections 145-42 Site Plan Review Special Permit; 145-39 Open Space Preservation Development (OSPD); 145-47 Open Space Multi-family Development (OSMD); 145-51 Telecommunication and Cellular Towers, 145-53 Adult Use Establishments, 145-65 Special Permits, and 145-86 Ground-Mounted Solar Energy District of the Townsend Zoning Bylaws)

Date: 8/22/2012

Name of Project: Tabivi, LLC

Location of Project: 24 Main Street - Townsend, Mass.

1. Owner of record:

Name: Chris and Nancy Pappas

Company: Tabivi, LLC

Owner's Street Address: 83 Fitchburg Road

City/Town: Townsend State: MA Zip: 01469

Phone: Day 978-502-6018 Evening 978-597-5715 Fax _____

2. Applicant's name and address (if same as owner, write "same")

Name: Same

Company: _____

Owner's Street Address: _____

City/Town: _____ State: _____ Zip: _____

Phone: Day _____ Evening _____ Fax _____

Applicant is: Owner _____ Agent/Attorney _____ Purchaser _____ Tenant _____
 Other: (Explain) _____

If the applicant is not the owner, a Power of Attorney or similar document signed by all owners of the property must be included.

3. Characteristics of Property:

*Zoning District: Outlying Comm. **Number of Lots: 1

**Lot Area 52,908 S.F. **Frontage 113.01 ft.

*Map # 41 Block # 7 Lot # _____

*Recorded, South Middlesex Registry of Deeds: Book Number 58088 Page Number 315

*Information available from the Assessors Office **If there is more than one lot, please attach a list

4. Please either attach or write a brief description of the nature of this Special Permit for Site Plan Review:

Proposed construction of a new 3,496 S.F. restaurant with associated parking, access, utilities and landscaping.

Fees:

Site Plan Review Special Permit or Non-Discretionary Site Plan Review for Solar Energy Installation:	\$ 350 Existing Construction \$1,200 New Construction \$ 200 Modification or Extension of Permit:
OSPD or OSMD Subdivision	\$1,000 \$ 600 if filed simultaneously with Definitive
Telecommunication Cell Tower:	\$ 750 New Construction \$ 300 Renewal of Cell Tower Special Permit
Adult use:	\$ 2,000

Please make checks payable to the Town of Townsend. Fees are for administrative costs.

Under MGL Chapter 40A and Chapter 44 §53G, the Planning Board may require a deposit payable to the Town of Townsend for the reasonable costs of a consultant/engineer's peer review or other outside consultant. Funds are held in an interest-bearing account, and unused balances are refundable upon written request at the completion of the project.

The Planning Board may also require the applicant to pay unusual administrative costs, such as copying.

The applicant shall pay the cost of recording any decision at the Registry of Deeds.

Please direct any questions to the Planning Board Assistant at 978-597-1700 x 1722. For zoning or building questions, please contact the Building Commissioner at 978-597-1709.

Agreement

- I/we hereby certify that the information on the first page is true and correct based on all the information available to me.
- I/we understand that the Planning Board may require additional information to process this application.
- Any errors in the information provided, or presented by me or my representatives may be cause for denial or revocation of a favorable decision.
- Any relief granted by the Planning Board must be limited to the request made in this application.
- I/we may be represented by counsel at my own expense.
- If this application is denied, it may not be brought before the Planning Board again for two years without prior approval from the Planning Board.
- I/we am/are responsible for all other applications, permits, and approvals that may be required by law.

Project Name: Tabivi, LLC

For notarizing additional signatures, please photocopy this page as needed.

Date: 8/16/2012

Owner(s): (1) Nancy Pappas
(Print Name)
Nancy Pappas
(Signature)

(2) Chris Pappas
(Print Name)
Chris Pappas
(Signature)

Date: _____

Applicant(s): (1) Same
(Print Name)

(Signature)

(2) _____
(Print Name)

(Signature)

NOTARY STATEMENT:

COMMONWEALTH OF MASSACHUSETTS
Worcester County

On this 16 day of August, 2012, before me, the undersigned Notary Public, personally appeared _____, and proved to me through satisfactory evidence of identification, which were personally known to me, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in my presence.

[Signature]

Notary Stamp

Pamela Taylor

Notary Public Signature

2/29/19

My Commission Expires

DAVID E. ROSS ASSOCIATES, INC.

Civil Engineers, Land Surveyors, Environmental Consultants

August 22, 2012

Town of Townsend
Office of the Planning Board
272 Main Street
Townsend, MA 01469

Re: Special Permit for Site Plan Review
24 Main Street (Route 119), Townsend
DER Project No. 25121

Dear Board Members:

On behalf of our client, Tabivi, LLC, David E. Ross Associates, Inc. is please to submit a site plan and special permit application in accordance with M.G.L Ch. 40A, and Townsend Code, Article IX, Special Provisions, Section 145-42 for a proposed restaurant at the above referenced location.

Existing and Proposed Conditions

Currently the site is developed with an existing single-family residential dwelling with associated driveway, landscaping, and utilities. The existing dwelling will be razed; utilities abandoned in place, and asphalt removed and disposed of properly. The proposal is to construct a new 38' x 92' restaurant with associated access, parking, utilities, and landscaping. It will be an owner-occupied 90-seat restaurant with take-out and delivery services. A pick-up window is proposed for use by customers who have ordered take-out food. There will not be a kiosk for ordering food. The window is only meant as a convenience for customers picking up take-out orders. There will be one-way circulation around the site with a by-pass lane around the pick-up window for emergency vehicles and convenience.

Traffic and Pedestrian Impact

A new sidewalk is proposed along the entire frontage of the locus. There will also be a connection to the interior of the site. This will allow for safer pedestrian access to the site and adjacent properties. New handicap curb cuts will be installed on both sides of the site access driveway.

Using the Institute of Transportation Engineers (ITE) Trip Generation, 7th Edition, Land Use Code 932 – High Turnover (Sit-Down) Restaurant, we calculated the traffic that will be generated as a result of the proposed development. This land use code is for sit-down, full service eating establishments with turnover rates of approximately one hour or less. These restaurants serve lunch and dinner and may also be open for breakfast. This description most closely resembles the intended development.

When analyzing the impact of a development, the morning and evening (A.M. and P.M.) peak hours of weekday commuting traffic are typically reviewed. Using 90 seats for a basis, the ITE value for the A.M. is 0.60 average vehicle trips/seat. This calculates out to 54 trips over the course of an hour. The ITE value for the P.M. peak hour is 0.82 average vehicle trips/seat. This calculates out to 73.8 trips. If the 54 A.M. and 73.8 P.M. vehicle trips are applied over the one hour period, the potential impact to Main Street (Rt. 119) is approximately one vehicle every 1 minute in the A.M. and one vehicle every 50 seconds in the P.M. at the driveway entrance entering or exiting.

The MassDOT Historic Traffic Counts published in 2009, listed an average daily volume of vehicle trips along this area of Main Street as 13,900 in 2007. Using 90 seats and the ITE value of 4.83 vehicle trips/seat on a weekday, yields approximately 435 total daily trips. The proposed project would then potentially impact the overall daily traffic along Main Street by approximately 3% (435/13,900). Mitigation measures proposed to minimize traffic related impacts from the project are listed below.

- The site drive will be a minimum of 24-feet wide with one 12-foot lane for entering and one 12-foot lane for exiting traffic. The intersection corner radii are 30-foot radii.
- Egress movements from the proposed site drive will be placed under stop sign control with a double yellow center line in the throat of the driveway.
- The site design incorporates traffic calming techniques, including a short driveway segment requiring stopping and 90° turns.
- Stopping Sight Distances and Intersection Sight Distances exceed recommended guidelines for the 40 mph posted speed limit along Main Street. See calculations listed below.

Stopping and Intersection Sight Distances

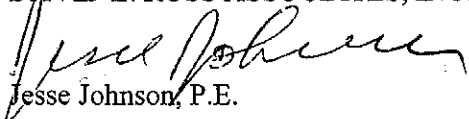
Intersection sight distances were measured for the proposed exit from the site. The location of the driver's eye for measuring vehicles approaching from the right (Ar) and from the left (Al) were determined based on Exhibit 3-11 of the *2006 MassDOT Project Development and Design Guide*. The height of the instrument was 3.5' and the object height was 2.0'. The posted speed for this section of roadway is 40 mph. This requires departure sight distances of 445 feet for vehicles turning left and 385 feet for vehicles turning right. Our measured sight distance for the proposed egress looking left was 502.7 feet and looking right was 545.22 feet. These distances far exceed design guidelines and therefore further mitigate any traffic related impacts from the proposed project.

Included with this submission are:

- a) Seven (7) full-size and twelve (12) reduced copies of the plan set
- b) Two (2) copies of Drainage Calculations
- c) Original Authorization Form to Represent Property Owners
- d) Application Fee of \$1200 (Check #103) for Site Plan and Special Permit Review
- e) Seven (7) copies of the Special Permit Application Form (Original Notarized Copy Included)

If you have any questions or comments, please call me at our office.

Very truly yours,
DAVID E. ROSS ASSOCIATES, INC.


Jesse Johnson, P.E.

Enclosure

cc: Chris and Nancy Pappas (Tabivi, LLC) w/ Enclosure

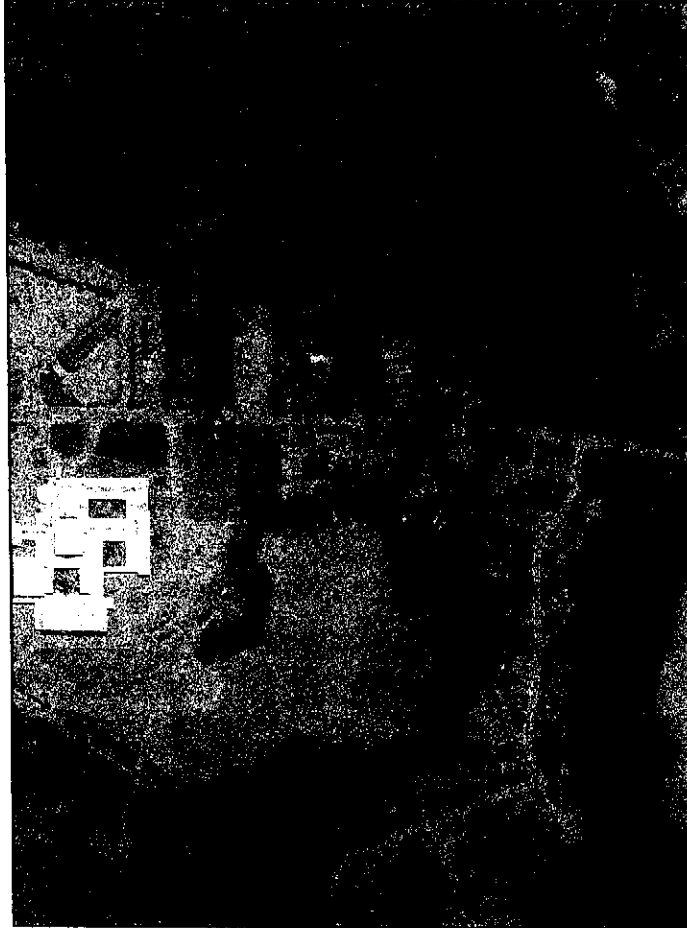
DAVID E. ROSS ASSOCIATES, INC.

111 Fitchburg Road P.O. Box 368 Ayer, Massachusetts 01432-0368
978-772-6232 978-368-1065 978-448-3916 FAX 978-772-6258

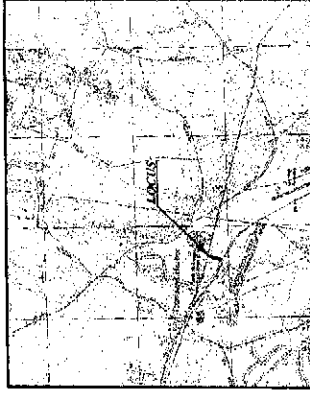
SITE PLAN OF LAND IN
TOWNSEND, MASS.
PREPARED FOR
TABIVI, LLC
"24 MAIN STREET"

OWNER/APPLICANT
TABIVI, LLC
83 FITCHBURG ROAD
TOWNSEND, MA 01469

CIVIL ENGINEER & LAND SURVEYOR:
DAVID E. ROSS ASSOCIATES, INC.
111 FITCHBURG ROAD
P.O. BOX 368
AYER, MA 01432
PH. (978) 772-6232
FAX (978) 772-6258



LOCUS MAP
SCALE: 1" = 200'



LOCUS MAP
SCALE: 1" = 1000'

SHEET INDEX

SHEET 1 - EXISTING CONDITIONS

SHEET 2 - SITE LAYOUT

SHEET 3 - GRADING & UTILITIES

SHEET 4 - LANDSCAPING & LIGHTING

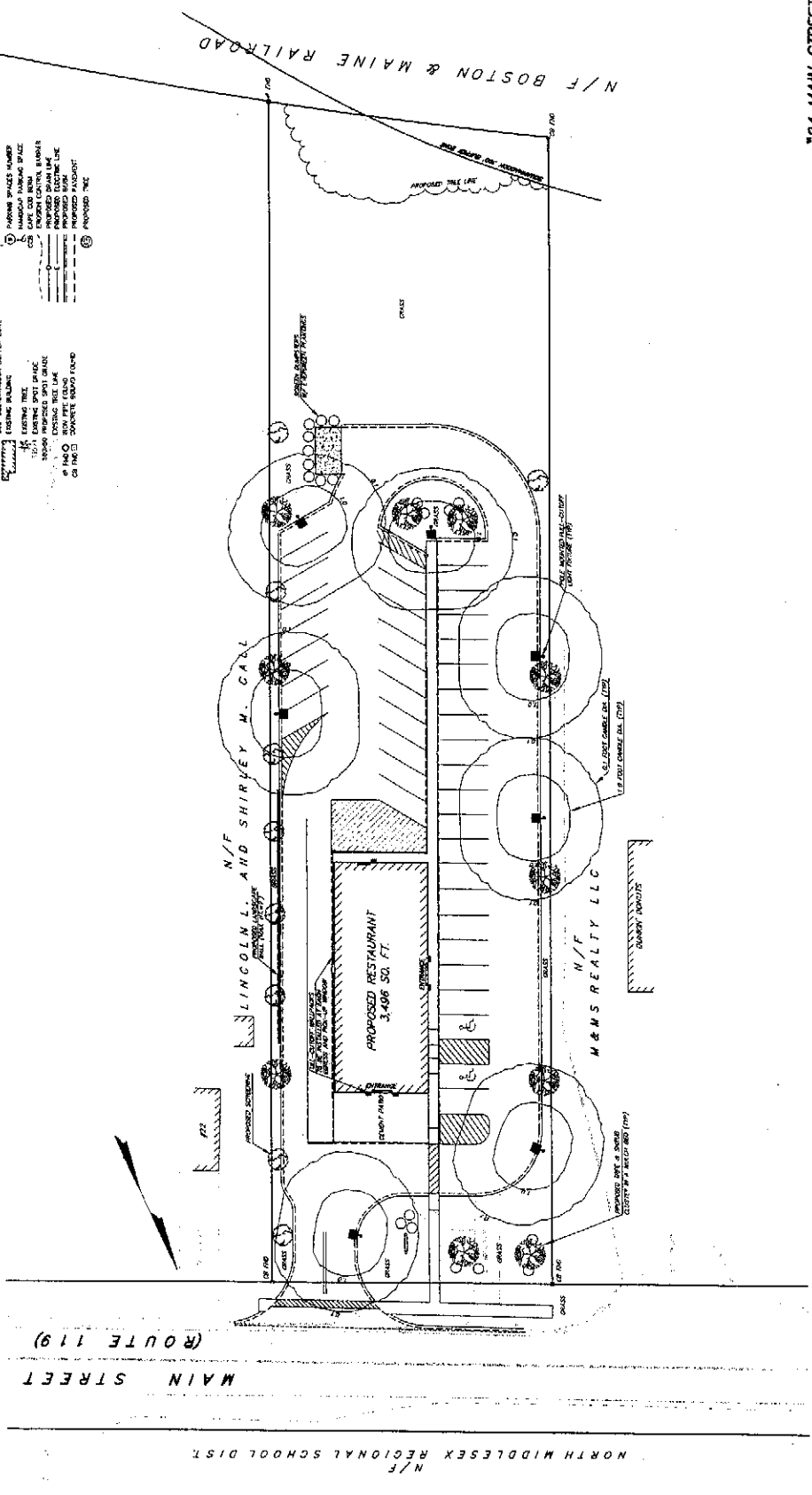
SHEET 5 - CONSTRUCTION DETAILS

SHEET 6 - EROSION, SEDIMENTATION,
OPERATION & MAINTENANCE PLAN

PLAN # L-11902
PROJECT # 25212

LEGEND

- EXISTING WATER
- EXISTING UTILITY POLE
- EXISTING ELECTRICAL
- EXISTING LIGHTING
- EXISTING CONDUIT
- PROPOSED CONDUIT
- PROPOSED WATER MAIN
- PROPOSED GAS MAIN
- PROPOSED FIBER OPTIC
- PROPOSED SLOPE
- PROPOSED GRADE
- PROPOSED ASPHALT
- PROPOSED CONC
- PROPOSED PAVEMENT
- PROPOSED TREE
- PROPOSED PLANTING
- PROPOSED SIGN
- PROPOSED LIGHTING
- PROPOSED FURNITURE
- PROPOSED BENCH
- PROPOSED BIKE RACK
- PROPOSED BIKE STORAGE
- PROPOSED BIKE REPAIR
- PROPOSED BIKE WASH
- PROPOSED BIKE RACK
- PROPOSED BIKE STORAGE
- PROPOSED BIKE REPAIR
- PROPOSED BIKE WASH



**"24 MAIN STREET"
LANDSCAPING & LIGHTING**

SITE PLAN N
TOWNSEND, MASS.

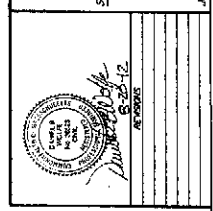
PREPARED FOR
TABIM, LLC

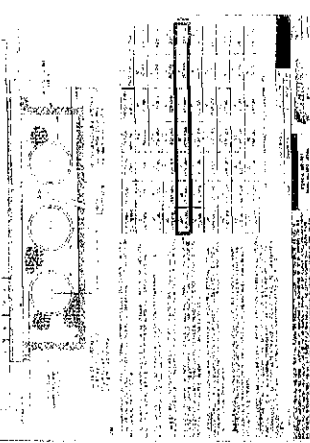
SCALE: 1" = 20'
AUGUST, 2012

David E. Ross, Associates, Inc.
CIVIL ENGINEERS - LAND SURVEYORS

100 STATE STREET, SUITE 100
PO BOX 504, TOWNSEND, MASS. 01462
(TEL. NO. 978-772-8232)

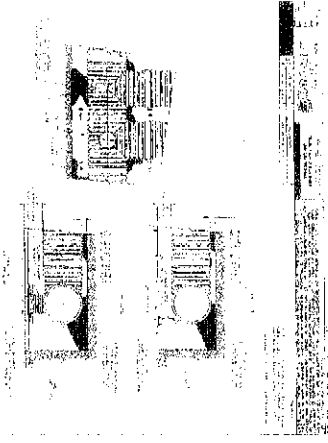
PROJ. NO. 2012 SHEET 4 OF 6 PLAN NO. L-1162





UNDERGROUND INFILTRATION AREA CROSS-SECTION

NOTES: 1. ALL INFILTRATION AREAS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF POROUS AGGREGATE BASE OVER A 4" MINIMUM THICKNESS OF CONCRETE CURB. 2. THE INFILTRATION AREA SHALL BE PROTECTED BY A 2" MINIMUM THICKNESS OF CONCRETE SLAB OVER THE AGGREGATE. 3. ALL INFILTRATION AREAS SHALL BE PROTECTED BY A 2" MINIMUM THICKNESS OF CONCRETE SLAB OVER THE AGGREGATE. 4. ALL INFILTRATION AREAS SHALL BE PROTECTED BY A 2" MINIMUM THICKNESS OF CONCRETE SLAB OVER THE AGGREGATE.



BIT. CONC.-CONC. WALK INTERFACE

NOTES: 1. THE BITUMINOUS CONCRETE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OVER A 4" MINIMUM THICKNESS OF CONCRETE. 2. THE CONCRETE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OVER A 4" MINIMUM THICKNESS OF CONCRETE.

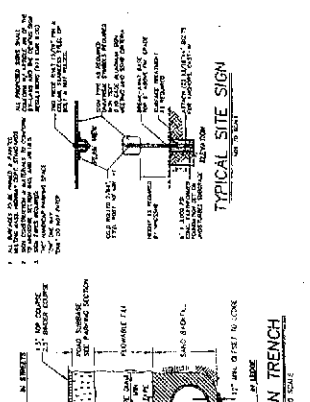
24 MAIN STREETTM CONSTRUCTION DETAILS

PREPARED FOR
TOWNSEND, MASS.
TABVI, LLC

SCALE: 1" = 20'
AUGUST, 2012

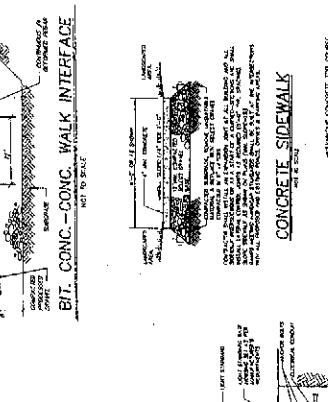
David E. Ross, Associates, Inc.
Civil Engineers - Land Surveyors
Environmental Consultants
450 BOSTON STREET, 11TH FLOOR, BOSTON, MA 02111
TEL: 617-552-7700 FAX: 617-552-7701

JOB NO. 2012-01 SHEET 5 OF 8 PLAN NO. 1-1000



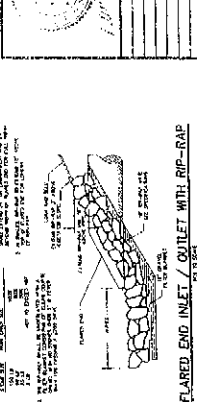
TYPICAL SITE SIGN

NOTES: 1. THE SIGN SHALL BE 18" HIGH BY 12" WIDE. 2. THE SIGN SHALL BE MOUNTED ON A 2" DIA. GALV. STEEL POST. 3. THE SIGN SHALL BE MOUNTED ON A 2" DIA. GALV. STEEL POST.



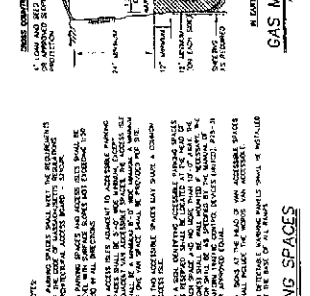
CONCRETE SIDEWALK

NOTES: 1. THE CONCRETE SHALL BE 4" THICK. 2. THE CONCRETE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE CONCRETE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



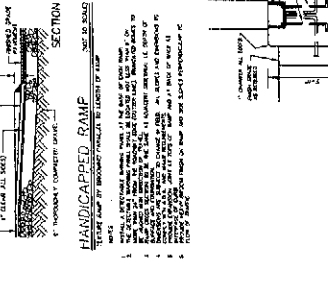
BITUMINOUS CONCRETE DRIVE & PARKING

NOTES: 1. THE BITUMINOUS CONCRETE SHALL BE 4" THICK. 2. THE BITUMINOUS CONCRETE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE BITUMINOUS CONCRETE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



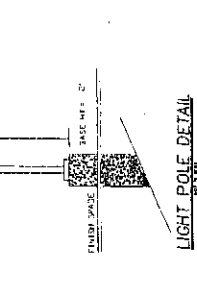
GAS MAIN TRENCH

NOTES: 1. THE TRENCH SHALL BE 18" DEEP. 2. THE TRENCH SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE TRENCH SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



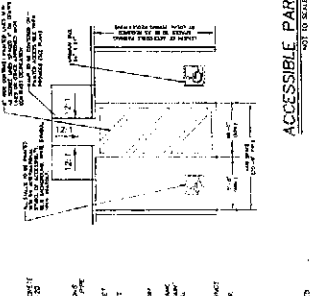
HANDICAPPED RAMP

NOTES: 1. THE RAMP SHALL BE 4" THICK. 2. THE RAMP SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE RAMP SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



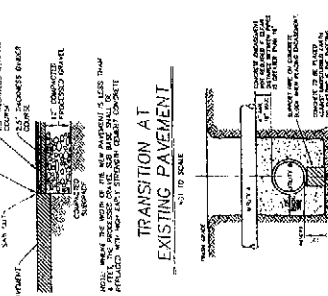
LIGHT POLE BASE

NOTES: 1. THE BASE SHALL BE 4" THICK. 2. THE BASE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE BASE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



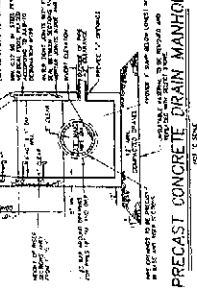
ACCESSIBLE PARKING SPACES

NOTES: 1. THE PARKING SPACE SHALL BE 18" DEEP. 2. THE PARKING SPACE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE PARKING SPACE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



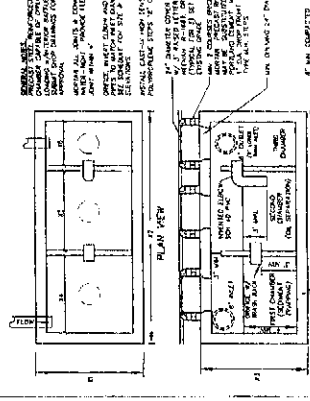
TRANSITION AT EXISTING PAVEMENT

NOTES: 1. THE TRANSITION SHALL BE 4" THICK. 2. THE TRANSITION SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE TRANSITION SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



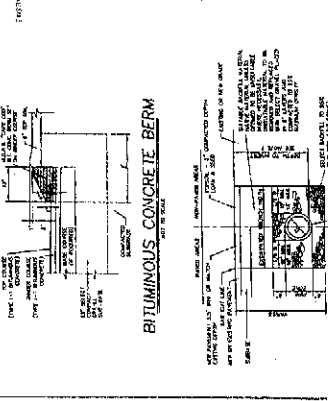
UTILITY CROSSING

NOTES: 1. THE CROSSING SHALL BE 4" THICK. 2. THE CROSSING SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE CROSSING SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



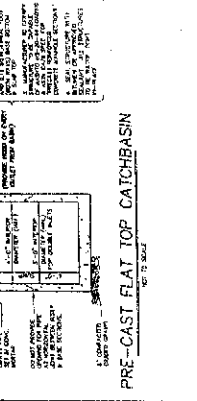
DRAINAGE WATER QUALITY INLET

NOTES: 1. THE INLET SHALL BE 18" DEEP. 2. THE INLET SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE INLET SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



BITUMINOUS CONCRETE BERM

NOTES: 1. THE BERM SHALL BE 4" THICK. 2. THE BERM SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE BERM SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



STORM DRAIN EXCAVATION & BACKFILL LIMITS

NOTES: 1. THE EXCAVATION SHALL BE 18" DEEP. 2. THE EXCAVATION SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE EXCAVATION SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



PRE-CAST FLAT TOP CATCHBASIN

NOTES: 1. THE CATCHBASIN SHALL BE 18" DEEP. 2. THE CATCHBASIN SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE CATCHBASIN SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



PRECAST CONCRETE DRAIN MANHOLE

NOTES: 1. THE MANHOLE SHALL BE 18" DEEP. 2. THE MANHOLE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE MANHOLE SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.



LIGHT POLE DETAIL

NOTES: 1. THE DETAIL SHALL BE 4" THICK. 2. THE DETAIL SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE DETAIL SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.

FLARED END INLET / OUTLET WITH RIP-RAP

NOTES: 1. THE INLET SHALL BE 18" DEEP. 2. THE INLET SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE. 3. THE INLET SHALL BE APPLIED TO A 4" MINIMUM THICKNESS OF CONCRETE.

4.3

September 6, 2012

Board of Selectmen
Town of Townsend
272 Main St.
Townsend, MA 01469

Dear Board of Selectmen,

As I am sure you are aware, Townsend Recreation was in need of hiring a new Recreation Director. We were looking for an individual that possessed skills to take Townsend Recreation to the next level. After several interviews, we feel that we have found that person.

We would like to recommend Emaline M. Hoff of Townsend for the position, we feel that Emy has the qualifications to be able to continue to bring quality programs to the town as well as bring fresh ideas to recreation. Emy has strengths in sales, marketing and business development as well as leadership skills. We feel that she would be an asset to our team.

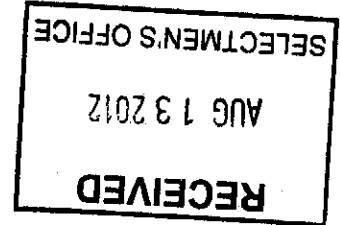
Sincerely,

Sharon Whittier
Townsend Recreation Committee Chair

4.4

Townsend Cultural Council
13 August 2012

Townsend Selectmen
Memorial Hall



To the Selectmen:

Townsend Cultural Council recommends Dave Kulvete, 84 Maplewood Dr.,
for appointment to a position on the Townsend Cultural Council.

Thank you.

Susan L. Shuford, Chair
Townsend Cultural Council

Dave Kulvete
84 Maplewood Dr.
Townsend
978-302-3327

VOLUNTEER RESPONSE FORM **RECEIVED**



AUG 13 2012
SELECTMEN'S OFFICE

Town government needs citizens who are willing to give time in the service of their community. The Talent Bank is a means of compiling names of interested citizens to serve, on a voluntary basis, on boards and committees. This file is available for use by the public as well as the Moderator and the Selectmen.

Talent Bank files are being updated to include categories consistent with the changing needs of the town.

Indicate your order of preference and return the form below to:

Talent Bank c/o Board of Selectmen
272 Main Street
Townsend, MA 01469

Name: DAVE KULVETE Telephone No. (978) 302 3327
Work No. (603) 897 3834
Address: 84 MAPLEWOOD DRIVE
Occupation: SOFTWARE ENGINEER
Amount of time available (per week/per month): FEW HOURS / MONTH
Background/Experience COMMUNITY THEATER

LIST ORDER OF PREFERENCE

<i>Land Use and Preservation</i>	<i>Culture/Recreation</i>	<i>Other</i>
Conservation Commission	275th Anniversary Committee	Board of Registrars
*Planning Board	Cultural Council	Election Officials
Town Forest Committee	*Amanda B. Dwight Entertain.	Townsend Emergency Mang. Agency
Zoning Board of Appeals	American Flag Committee	Memorial Hall Restoration Committee
Historic District Commission	James H. Tucker Fund Committee	*Water Commission
Master Plan Committee	*Cemetery & Parks Commission	West Townsend Reading Room
Fence Viewer	*Recreation Commission	*Republican Town Committee
Development & Industrial Commission	*Library Trustees	
	Veterans Agent	
<i>General Government</i>	Bandstand Coordinator	<i>Human Services</i>
*Board of Selectmen		*Board of Health
Finance Committee		Council On Aging
*Moderator		*Trustees of Soldiers' Memorials
*Assessors		Abram S. French Fund Committee
Town Properties Committee	<i>School Committee Rep</i>	
Constables	Nashoba Valley Tech High School	<i>Housing</i>
Capital Planning Committee	North Middlesex Regional High School	*Housing Authority
Strategic Planning Committee		
Cable Television Advisory Committee	<i>Other</i>	

*Unless a vacancy exists on an Elected Board prior to an Election, all * (asterisks) positions require nominations papers. Please see the Town Clerk for further information.



4.5

Town of Townsend
Historic District Commission

P.O. Box 669
Townsend, Massachusetts 01469

DATE _____ AGENDA: [] yes [] no

Chair _____ V. Chair _____ Clk _____

CC - []

R E C E I V E D
AUG 10 2012

Board of Selectmen
272 Main Street
Townsend, MA

10 August, 2012

TOWN OF TOWNSEND
TOWN CLERK

Dear Board of Selectmen:

I am recommending the following members of the Historic District Commission for re-appointment to a three-year term.

Eino Kauppi (chair)
Susan Gerken (member)
Michele Busler (alternate)

Thank you,

Eino Kauppi
Chair, Historic District Commission

TOWN OF TOWNSEND

REQUEST FOR RE/APPOINTMENT TO
BOARD, COMMITTEE OR COMMISSION

4.6

- Name: Carla Walter
First, Middle Initial and Last Name/If registered voter, then as registered.

- Address, including P.O. Box Number (if applicable), Town, Zip Code:
70 Scott Rd
~~Ashby~~ Ashby MA 01431

- Telephone Number: 978-386-0954

- Position: TEMA

- Term Expiration Date: 6/30/15

- Current Term Expiration: -

- Note if filling unexpired term of a former member: _____

Signature of Board, Committee or Commission Chair or designee:
Sally C. Cook

Please return this form to:

Office of the Board of Selectmen
272 Main Street
Townsend, MA 01469