



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

Sue Lisio, *Chairman*

Robert Plamondon, *Vice-Chairman*

Colin McNabb, *Clerk*

Andrew J. Sheehan,
Town Administrator

Office (978) 597-1700
Fax (978) 597-1719

SELECTMEN'S MEETING AGENDA
SEPTEMBER 24, 2013 - 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 Review and approve Meeting Minutes: September 10, 2013. Votes may be taken.

II APPOINTMENTS /HEARINGS

- 2.1 7:15 Public Hearing: 24 Main Street. Nancy Pappas requests an on-premises wine and malt beverages license for Patriot Pizza & Subs, Inc. Votes may be taken.
- 2.2 7:25 The Town Properties Committee to discuss the Hart Library and Town Hall Annex at 276 and 274 Main Street, respectively. Votes may be taken.
- 2.3 7:30 Cindy Boundy to discuss Unutil's West Townsend substation. Votes may be taken.

III MEETING BUSINESS

- 3.1 Review and sign Water Department contracts for the following. Votes may be taken.
 - 2013 4-wheel drive pick-up truck with aluminum utility body in the amount of \$31,714.00 from Liberty Chevrolet, Inc., Wakefield, MA.
 - Radio frequency meter reading transmitter installation project in the amount of \$79,500.00 from East National Water, Palmer, MA.
- 3.2 Review Mandatory referral from the Planning Board regarding a zoning bylaw amendment to impose a moratorium on medical marijuana dispensaries. Votes may be taken
- 3.3 Review and approve Police Department interagency mutual aid agreement. Votes may be taken.
- 3.4 Review and approve request to cross, alter, or construct within a public way for the Townsend Water Department to replace a leaking service in front of 7 Maple Street. Votes may be taken.
- 3.5 Vote to declare surplus and authorize the disposition of the generator at the Fire Headquarters at 13 Elm Street. Votes may be taken.
- 3.6 Vote to establish a charter committee, approve the Committee's mission, and post for members. Votes may be taken.
- 3.7 Review and approve chapter 90 reimbursement request for reclamation, resurfacing, and drainage improvements on Wallace Hill Road. Work is complete. Votes may be taken.
- 3.8 Review and approve chapter 90 request for repaving approximately 1.3 miles of Dudley Road. Votes may be taken.
- 3.9 Discuss North Middlesex Regional High School project, including permit fees. Votes may be taken.

- 3.10 Discuss the process for recruiting a new Fire Chief following the retirement of Chief Donald Klein in March 2014. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Vote to confirm the appointment of Andrew J. Sheehan as Town Administrator for a term from July 1, 2013 to June 30, 2016. Votes may be taken.
- 4.2 Vote to appoint Brent Davis as a full time Police Officer beginning September 24, 2013 through June 30, 2014, subject to physical and psychological examinations, probationary period, and completion of the Police Academy training. 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

VI Executive Session

Executive Session: under G. L. c. 30A, s. 21(a)(3) regarding litigation. Votes may be taken.



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

1.4

Sue Lisio, Chairman
Andrew J. Sheehan,
Town Administrator

Robert Plamondon, Vice-Chairman

Colin McNabb, Clerk
Office (978) 597-1700
Fax (978) 597-1719

SELECTMEN'S MEETING MINUTES
SEPTEMBER 10, 2013 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 The Chairman calls the meeting to order at 7:00PM and roll call showed Sue Lisio, Chairman, (SL) and Colin McNabb, Clerk, (CM) present.
- 1.2 SL gave notice that the meeting is being tape recorded.
- 1.3 Chairman's Additions or Deletions:
 - 3.7 Review and approve FY14 Material Bid Contract Extension for Highway Department's purchase of bituminous asphalt.
 - 4.2 Vote to appoint Carla Walter as 2¼ hour per week Mandatory Recycling Enforcement Coordinator with funding for the position from a Sustainable Materials Recovery Program Municipal Grant from the MassDEP. Votes may be taken.
- 1.4 Review and approve Meeting Minutes: August 27, 2013. CM moved to approve. SL seconded. Unanimous.

II APPOINTMENTS /HEARINGS

- 2.1 7:15 Police Chief Erving Marshall to recognize Robert Mitchell and Jonathan Baldwin for exemplary bicycle safety: Chief Marshall asked the boys to step forward and gave details of the August 14th accident which resulted in Robert being struck by a motor vehicle. Fortunately Jonathan reminded his friend to put his helmet on before they left the house. The Chief said bike safety has been promoted since 1995 by giving out ice cream certificates to those seen wearing their helmets while riding their bicycles. The Police Department gave them each a bike helmet, but wanted to do something more so the boys were each presented with a new bicycle.
- 7:05 Robert Plamondon, Vice-Chairman (RP) joined the meeting.
- 2.2 7:30 Fire Chief Donald Klein and the Fire Station Building Committee to discuss plans for a new headquarters station and request that the Board identify a preferred option: Chief Klein gave a brief history and an overview of the project. He then presented the two recommended design options: a one-station option and a two-station option. From an economic standpoint it makes sense to combine the remaining stations to one located somewhere between the Center and West Townsend. Representatives from Kaestle Boos continued the presentation. Chief Klein stated that the Townsend Ridge Country Club has come forward with approximately 6 acres for option one. The land is located on Scales Lane between the former JCA and King Farm. There needs to be site and soil testing but the site is appropriate. There will be an informational night next Tuesday for the public. He

encouraged all of the listeners to attend. After continued discussion CM moved to identify option one as the preferred option. RP seconded. Unanimous.

III MEETING BUSINESS

- 3.1 Discuss medical marijuana and whether to include a moratorium on an upcoming town meeting: Mr. Sheehan said there are well over one-hundred applications for dispensaries throughout the state. He spoke to counsel who suggested a moratorium until the end of 2014. It will prevent any dispensaries from opening and give the town time to make adopt zoning. Land Use, Planning Board, and the Fire and Police chiefs would work on it if the Board of Selectmen directs Mr. Sheehan to move forward. The Board unanimously agreed to add it to the warrant for the Special Town Meeting.
- 3.2 Review and approve revisions to the Alcoholic Beverages License Policy: CM moved to approve revisions to the Alcoholic Beverages License Policy. RP seconded. Unanimous.
- 3.3 Review and approve request of Debra Reeves to hold the 9th Annual Gregory Reeves Memorial Scholarship Run on Saturday, October 12, 2013 and to close Brookline Street from Main Street to Highland Street from 7AM to 12:30PM, and further to authorize the Police Chief to approve temporary closures of other roadways: CM moved to approve request of Debra Reeves to hold the 9th Annual Gregory Reeves Memorial Scholarship Run on Saturday, October 12, 2013 and to close Brookline Street from Main Street to Highland Street from 7AM to 12:30PM, and further to authorize the Police Chief to approve temporary closures of other roadways. RP seconded. Unanimous.
- 3.4 Review and approve one day Special License for Terri Roy, VFW Post 6538 for a Wedding Reception on September 28, 2013 from 6PM-10PM. CM moved to approve one day Special License for Terri Roy, VFW Post 6538 for a Wedding Reception on September 28, 2013 from 6PM-10PM. RP seconded. Unanimous.
- 3.5 Discuss the status of the goals the Board adopted in 2011: Mr. Sheehan provided an update of the goals the Board set for him 2 years ago. Most of the goals have been accomplished or are well on their way to being accomplished. Mr. Sheehan highlighted some of the items including updated software, improvements to the website, and communication with state government. CM asked to have until the next meeting to review these goals before it is considered complete. SL suggested the Board come up with new goals. AS mentioned the need to work on a succession plan for Chief Klein's retirement as well as other retirements/vacancies in critical positions coming up. This will give us the opportunity to review the existing structure and reorganize to accomplish our tasks. RP spoke to the level of transparency in the office and said in his 9 years the board has maintained its integrity as far as what has been conducted in Executive Session. There was further discussion on this subject and a citizen came forward with a request that the Town Administrator will evaluate. SL asked the members to bring in new goals for the Town Administrator and review them in a few weeks.
- 3.6 Discuss establishment of a charter committee. Topics include the number of members, the appointing authority, and timeline for a final report: Mr. Sheehan summarized what the previous committee accomplished and reported to the Board in the spring. They identified a number of things, some of them substantive beyond the charge of the committee. SL clarified that the intent of a new committee would be to look at more substantive changes. It is for the purpose of revising the charter to be current. Mr. Sheehan listed some things an appointed charter committee cannot do, such as changing terms of office or moving to a representative town meeting. RP noted that any potential changes would have to be approved by voters. He favors the option of appointing a committee rather than having an

elected charter commission. SL asked Mr. Sheehan to write a memo with his recommendations.

- 3.7 Review and approve FY14 Material Bid Contract Extension for Highway Department's purchase of bituminous asphalt. CM moved to approve FY14 Material Bid Contract Extension for Highway Department's purchase of bituminous asphalt. RP seconded. Unanimous.

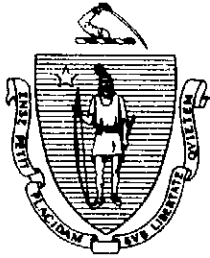
IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Vote to appoint James Deroian to the Conservation Commission for a term from July 1, 2013 to June 30, 2016. CM moved to appoint James Deroian to the Conservation Commission for a term from July 1, 2013 to June 30, 2016. RP seconded. Unanimous.
- 4.2 Vote to appoint Carla Walter as 2 ¼ hour per week Mandatory Recycling Enforcement Coordinator with funding for the position from a Sustainable Materials Recovery Program Municipal Grant from the MassDEP. CM moved to appoint Carla Walter as 2 ¼ hour per week Mandatory Recycling Enforcement Coordinator with funding for the position from a Sustainable Materials Recovery Program Municipal Grant from the MassDEP. RP seconded. Unanimous.

V WORK SESSION

- 5.1 Board of Selectmen Updates/Reports: CM announced national POW/MIA recognition day Friday, September 20. The VFW ladies auxiliary will hold a candlelight vigil on the town common beginning at 6:30 PM. The public is encouraged to attend. Recycle your Reusables on Saturday, October 19 from 9-2pm at Ayer/Shirley regional middle school, One Hospital Road in Shirley MA. SL told the board that the school building committee discussed the licensing fees. They generally run 1% of the construction budget and would be approximately \$800,000. She asked Mr. Sheehan to look into it. She noted that State license fees cannot be waived, but local fees can be waived. Due to the fact the school is a district, it warrants more discussion. As the town in which the building is located, we have the permitting responsibility. Mr. Sheehan asked Rich Hanks, the Building Inspector, to put together an estimate. SL noted these fees are not reimbursable by the state.
- 5.2 Town Administrator Updates/Reports: Reminder of the joint meeting with Fin Com and Capital Planning with Ed Kukkula of the Highway Department to discuss roadway improvement funding.
- 5.3 Review/Sign Payroll Warrant: CM moved to sign warrants out of session. RP seconded. Unanimous.
- 5.4 Review/Sign Bills Payable Warrant: CM moved to sign warrants out of session. RP seconded. Unanimous.

Meeting adjourned at 9:00PM



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

For Re

2.1

FORM 43
 MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

[Empty box for ABCC License Number]

Townsend

[Empty box for Local Approval Date]

ABCC License Number

Townsend

City/Town

Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

- New License
- New Officer/Director
- Pledge of License
- Change Corporate Name
- Transfer of License
- Change of Location
- Pledge of Stock
- Seasonal to Annual
- Change of Manager
- Alteration of Licensed Premises
- Transfer of Stock
- Change of License Type
- Cordials/Liqueurs Permit
- Issuance of Stock
- New Stockholder
- Other [Empty box]
- 6-Day to 7-Day License
- Management/Operating Agreement
- Wine & Malt to All Alcohol

Name of Licensee: Patriot Pizza & Subs Inc.

EIN of Licensee: 46-2786093

D/B/A: Patriot Pizza & Subs

Manager: Nancy J. Pappas; Christos Pappas

ADDRESS: 24 Main Street

CITY/TOWN: Townsend

STATE: MA

ZIP CODE: 01469

Annual

Wine & Malt

Restaurant

Annual or Seasonal

Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials)

Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

New 4,984 square foot restaurant with seating for 86.

Application Filed: [Empty box]

Advertised: [Empty box]

Abutters Notified: Yes No

Date & Time

Date & Attach Publication

Licensee Contact Person for Transaction: Nancy J. Pappas

Phone: (978)-597-5715

ADDRESS: 83 Fitchburg Rd

CITY/TOWN: Townsend

STATE: MA

ZIP CODE: 01469

Remarks: [Empty box]

The Local Licensing Authorities By:

[Signature lines for Local Licensing Authorities]

Alcoholic Beverages Control Commission
 Ralph Sacramone
 Executive Director

[Signature lines for Executive Director]

ABCC Remarks:





The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

CRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Alteration of Licensed Premises
- Change Corporate Name
- Change of License Type
- Change of Location
- Change of Manager
- Other
- Cordials/Liqueurs Permit
- Issuance of Stock
- Management/Operating Agreement
- More than (3) \$15
- New License
- New Officer/Director
- New Stockholder
- Pledge of Stock
- Pledge of License
- Seasonal to Annual
- Transfer of License
- Transfer of Stock
- Wine & Malt to All Alcohol
- 6-Day to 7-Day License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Townsend

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Patriot Pizza & Subs, inc.

B. Business Name (if different) : Patriot Pizza & Subs C. Manager of Record: Nancy Pappas

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: 24 Main St City/Town: Townsend State: MA Zip: 01469

F. Business Phone: (978) 587-5500 G. Cell Phone: (978) 502-6018

H. Email: PatriotPizza@comcast.net I. Website: www.PatriotPizzaSubs.com

J. Mailing address (If different from E.): 83 Fitchburg Rd City/Town: Townsend State: Ma Zip: 01469

2. TRANSACTION:

- New License New Officer/Director Transfer of Stock Issuance of Stock Pledge of Stock
 Transfer of License New Stockholder Management/Operating Agreement Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual (6) Day to (7)-Day License Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- \$12 Restaurant \$12 Hotel \$12 Club \$12 Veterans Club
 \$12 General On-Premises \$12 Tavern (No Sundays) \$15 Package Store

4. LICENSE CATEGORY:

- All Alcoholic Beverages Wine & Malt Beverages Only Wine or Malt Only
 Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- Annual Seasonal

PATRIOT PIZZA & SUBS, INC.

CERTIFICATE OF VOTE BY BOARD OF DIRECTORS

I, **Nancy J. Pappas**, hereby certify that I am the duly elected, qualified and acting Secretary of Patriot Pizza, Inc., and that Christos Pappas and Nancy J. Pappas are the duly elected, qualified and acting Directors of the corporation.

I certify further that at a special meeting of the Board of Directors of Patriot Pizza & Subs, Inc. duly called and held at the corporation's headquarters in Townsend, Massachusetts, on May 15, 2013, all Directors being present throughout the meeting, the following vote was unanimously adopted:

Voted: That either the President, Christos Pappas, or the Treasurer, Nancy J. Pappas, acting alone, is hereby authorized, empowered and appointed as a Manager and as an authorized representative of the corporation to execute, acknowledge and deliver in the name of Patriot Pizza & Subs, Inc., an application for a retail alcoholic beverage license to the Alcoholic Beverages Control Commission for the Commonwealth of Massachusetts, and any other documents in connection therewith, and to do all other things necessary or convenient to obtain the approval of a Wine & Malt Beverages Only License from the licensing authorities for the Town of Townsend and for the Commonwealth of Massachusetts.

I certify further that the aforesaid vote complies in all respects with the corporation's Articles of Organization and By-Laws, and that the aforesaid vote has not been amended, changed, or rescinded and is now in full force and effect.

ATTEST: Nancy J. Pappas
Nancy J. Pappas, Secretary

Date: May 15, 2013

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME:

ADDRESS:

CITY/TOWN: STATE: ZIP CODE:

CONTACT PHONE NUMBER: FAX NUMBER:

EMAIL:

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

New construction of a free standing casual fast food restaurant. The lot is 52,908 square feet. The lot will include septic system, parking lot, loading area, dumpster area, signage, lighting, and landscaping. The interior of the restaurant will include two restrooms, hallways, kitchen, janitor closet, dining area, booths, seats, tables, new and used kitchen equipment, counters, walk in coolers, stairway, and an unfinished basement. The building will be a total of 4,984 square feet broken down as follows:

Bathrooms & janitor closet 290 sq. ft.
 Hallways 363 sq. ft. (see additional space and attached plans)

Total Square Footage: Number of Entrances: Number of Exits:

Occupancy Number: Seating Capacity:

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises?

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Other:

Name: Phone:

Address: City/Town: State: Zip:

Initial Lease Term: Beginning Date Ending Date

Renewal Term: Options/Extensions at: Years Each

Rent: Per Year Rent: Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes No

IMPORTANT ATTACHMENTS (4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

Additional Space

Please note which question you are using this space for.

25

#7
New construction of a free standing casual fast food restaurant. The lot is 52,908 square feet. The lot will include septic system, parking lot, loading area, dumpster area, signage, lighting, and landscaping. The interior of the restaurant will include two restrooms, hallways, kitchen, janitor closet, dining area, booths, seats, tables, new and used kitchen equipment, counters, walk in coolers, stairway, and an unfinished basement. The building will be a total of 4,984 square feet broken down as follows:

Bathrooms & janitor closet	290 sq. ft.
Hallways	363 sq. ft.
Kitchen	1,293 sq. ft.
Unfinished basement	1,292 sq. ft.
Stairway	52 sq. ft.
Walk in coolers	216 sq. ft.
Seating and dining area	1,478 sq. ft.

SEE ATTACHED PLANS

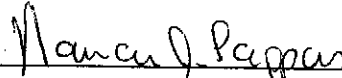
ASSIGNMENT OF LEASE

Know all men by these presents, that **CHRISTOS PAPPAS AND NANCY J. PAPPAS d/b/a PATRIOT PIZZA**, of 83 Fitchburg Road, Townsend, Massachusetts, do hereby assign, transfer and set over unto **PATRIOT PIZZA & SUBS, INC.**, a Massachusetts corporation with an address of 83 Fitchburg Road, Townsend, Massachusetts, all of its right, title and interest in and to a certain Commercial Lease Agreement dated March 6, 2013, by and between **TABIVI, LLC**, a Massachusetts limited liability company with an address of 83 Fitchburg Road, Townsend, Massachusetts ("Landlord") and **CHRISTOS PAPPAS AND NANCY J. PAPPAS d/b/a PATRIOT PIZZA** ("Tenant"), for the premises located at 24 Main Street, Townsend, Massachusetts.

Executed as a sealed instrument this 15th day of May, 2013.



Christos Pappas d/b/a Patriot Pizza



Nancy J. Pappas d/b/a Patriot Pizza

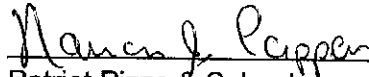
PATRIOT PIZZA & SUBS, INC., in consideration of the above assignment and the written consent of the Landlord, does hereby assume and agree to make all the payments and perform all the covenants and conditions required of the Tenant in said lease.

Executed as a sealed instrument this 15th day of May, 2013.



Patriot Pizza & Subs, Inc.

By: Christos Pappas, President



Patriot Pizza & Subs, Inc.

By: Nancy J. Pappas, Treasurer

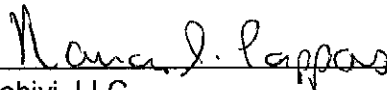
TABIVI, LLC, in consideration of the agreement by **PATRIOT PIZZA & SUBS, INC.** to make all the payments and perform all the covenants and conditions required of the Tenant in said lease, does hereby assent to this assignment of lease.

Executed as a sealed instrument this 15th day of May, 2013.



Tabivi, LLC

By: Christos Pappas, Manager



Tabivi, LLC

By: Nancy J. Pappas, Manager

9. LICENSE STRUCTURE:

The Applicant is a(n): Other:

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

State of Incorporation/Organization:

Is the Corporation publicly traded? Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

- A. All individuals or entities listed below are required to complete a Personal Information Form.
- B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Nancy J Pappas	Stock Holder, Director, Treas	50%	
Christos Pappas	Stock Holder, Director, Presi	50%	

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No **If yes, list said interest below:**

Name	License Type	Licensee Name & Address
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
	<input type="text" value="Please Select"/>	
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*If additional space is needed, please use last page.



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
www.mass.gov/abcc

✓
5.

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Patriot Pizza & Subs, inc.	B. Business Name (dba)	Patriot Pizza & Subs	
C. Address	24 Main St	D. ABCC License Number (If existing licensee)		
E. City/Town	Townsend	State	MA	Zip Code 01469
F. Phone Number of Premise	(978) 597-5500	G. EIN of License	46-2786093	

2. PERSONAL INFORMATION:

A. Individual Name	Nancy J. Pappas	B. Home Phone Number	(978) 597-5715	
C. Address	83 Fitchburg Rd			
D. City/Town	Townsend	State	MA	Zip Code 01469
E. Social Security Number	033-54-0333	F. Date of Birth	09/12/1962	
G. Place of Employment	Patriot Pizza & Subs 26 Main St Townsend MA, 01469			

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime? Yes No

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

I have a direct interest in this license as a stock holder, officer, director and employee of Patriot Pizza & Subs inc.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
 *If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature	<i>Nancy J. Pappas</i>	Date	08/01/2013
Title	Treasurer	(If Corporation/LLC Representative)	



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street
 Boston, MA 02114
 www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Date



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature Date

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

- A.) For Individual(s):**
1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No
- B.) For Corporation(s) and LLC(s) :**
1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen? Yes No
- C.) Shareholder(s), Member(s), Director(s) and Officer(s):**
- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

- A.) For Individual(s):**
1. Are you a U.S. Citizen? Yes No
- B.) For Corporation(s) and LLC(s) :**
1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes No
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes No
- C.) Shareholder(s), Member(s), Director(s) and Officer(s):**
- 1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes No

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	\$137,900.00
B. Purchase Price for Business Assets:	\$0.00
C. Costs of Renovations/Construction:	\$859,310.00
D. Initial Start-Up Costs:	\$0.00
E. Purchase Price for Inventory:	\$500.00
F. Other: (Specify)	\$127,520.00
G: TOTAL COST	\$1,125,210.00
H. TOTAL CASH	\$413,611.00
I. TOTAL AMOUNT FINANCED	\$711,599.00

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Total Cash:\$413,611.00 = \$137,900.00 for Purchase of Land with cash and savings
 \$312,000.00 Fidelity Equity Mortgage on House (83 Fitchburg Road Townsend MA 01469)
 Total Amount Financed:\$711,599.00 = \$395,333.00 for First Mortgage to Fidelity
 \$316,266.00 for Second Mortgage to Fidelity

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S)FROM WHICH "TOTAL AMOUNT FINANCED"NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

Name	Dollar Amount	Type of Financing
Fidelity Bank	\$312,000.00	Home Equity
Fidelity Bank	\$395,333.00	SBA 504 Loan
Fidelity Bank	316,266	Construction Loan

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes No

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? Yes No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? Yes No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? Yes No

If yes, to whom:

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way?_If YES, please provide a description of the work being performed on the premises: Yes No

New construction of a free standing casual fast food restaurant. The lot is 52,908 square feet. The lot will include septic system, parking lot, loading area, dumpster area, signage, lighting, and landscaping. The interior of the restaurant will include two restrooms, hallways, kitchen, janitor closet, dining area,booths, seats, tables, new and used kitchen equipment, counters, walk in coolers, stairway, and an unfinished basement. The building will be a total of 4,984 square feet broken down as follows:

Bathrooms & janitor closet	290 sq. ft.
Hallways	363 sq. ft.
Kitchen	1,293 sq. ft.
Unfinished basement	1,292 sq. ft.
Stairway	52 sq. ft.
Walk in coolers	216 sq. ft.
Seating and dining area	1,478 sq. ft.

SEE ATTACHED PLANS

21. ANTICIPATED OPENING DATE:

**IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED**

APPLICANT'S STATEMENT

Nancy J Pappas the sole proprietor; partner; corporate principal; LLC/LLP member

of Patriot Pizza & Subs, inc., hereby submit this application for wine and malt beverages (hereinafter the

'Application'), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- 1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- 2) I state that the location and description of the proposed licensed premises does not violate any requirement of the BCC or other state law or local ordinances;
- 3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- 4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- 5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- 6) I understand that all statements and representations made become conditions of the license;
- 7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- 8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the application was submitted; and
- 9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: Nancy J. Pappas

Date: 08/01/2013

Title: Treasurer, Secretary

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7066
BOSTON, MA 02204



AMY PITTER, COMMISSIONER
ROBERT O'NEILL, BUREAU CHIEF

PATRIOT PIZZA & SUBS, INC
24 MAIN STREET
TOWNSEND, MA 01469

T/P ID 001107215
Date 5/30/2013
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

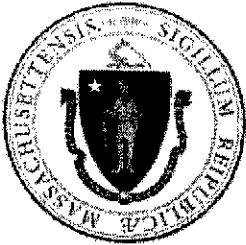
This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C,
SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "R. O'Neill", written over a horizontal line.

Robert O'Neill, Bureau Chief



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Federal Employer Identification Number: 453940306 (must be 9 digits)

1. The exact name of the limited liability company is: TABIVI, LLC.

2a. Location of its principal office:

No. and Street: 83 FITCHBURG ROAD
City or Town: TOWNSEND State: MA Zip: 01469 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 83 FITCHBURG ROAD
City or Town: TOWNSEND State: MA Zip: 01469 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO ENGAGE IN INVESTMENT IN, AND OWNERSHIP AND DEVELOPMENT OF, REAL ESTATE AND INTERESTS THEREIN, INCLUDING BUYING, ACQUIRING, OWNING, OPERATING, SELLING, FINANCING, REFINANCING, DIPOSING OF AND OTHERWISE DEALING WITH INTERESTS IN REAL ESTATE, DIRECTLY OR INDIRECTLY THROUGH JOINT VENTURES, PARTNERSHIPS OR OTHER ENTITIES; AND TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO OR IN WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CHRISTOS PAPPAS
No. and Street: 83 FITCHBURG ROAD
City or Town: TOWNSAND State: MA Zip: 01469 Country: USA

I, CHRISTOS PAPPAS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	CHRISTOS PAPPAS	83 FITCHBURG ROAD TOWNSEND, MA 01469 USA
MANAGER	NANCY J PAPPAS	83 FITCHBURG ROAD TOWNSEND, MA 01469 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHRISTOS PAPPAS	83 FITCHBURG ROAD TOWNSEND, MA 01469 USA
REAL PROPERTY	NANCY J PAPPAS	83 FITCHBURG ROAD TOWNSEND, MA 01469 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of November, 2011,
CHRISTOS PAPPAS

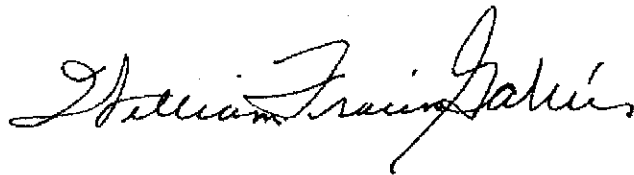
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

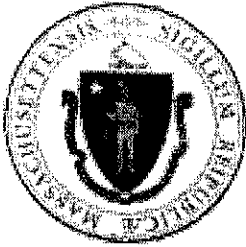
deemed to have been filed with me on:

November 30, 2011 11:58 AM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Federal Employer Identification Number: 001107215 (must be 9 digits)

ARTICLE I

The exact name of the corporation is:

PATRIOT PIZZA & SUBS, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	20,000	\$0.00	20,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ANY STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, OR PERSONAL REPRESENTATIVES OF A DECEASED STOCKHOLDER, DESIRING TO SELL, TRANSFER OR PLEDGE SUCH STOCK OWNED BY HIM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS, IN THE FOLLOWING MANNER: HE SHALL NOTIFY THE CORPORATION IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE IS WILLING TO SELL OR

TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY (30) DAYS THEREAFTER EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM IN WRITING NAME A SECOND ARBITRATOR, AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER THE ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS SHALL HAVE THIRTY (30) DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT SO TO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE MAY SEE FIT. NO SHARES OF THE STOCK SHALL BE SOLD OR TRANSFERRED ON THE BOOKS OF THE CORPORATION UNTIL THESE PROVISIONS HAVE BEEN COMPLIED WITH, BUT THE BOARD OF DIRECTORS MAY IN ANY PARTICULAR INSTANCE WAIVE THE REQUIREMENT.

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

EACH OFFICER AND DIRECTOR OF THIS CORPORATION, AND HIS HEIRS AND PERSONAL REPRESENTATIVES, SHALL BE INDEMNIFIED BY THIS CORPORATION AGAINST ALL EXPENSES INCURRED BY HIM IN CONNECTION WITH ANY PROCEEDING IN WHICH HE IS INVOLVED AS A RESULT OF HIS SERVING OR HAVING SERVED AS AN OFFICER OR DIRECTOR OF THIS CORPORATION OR, AT THE REQUEST OF THIS CORPORATION, AS A DIRECTOR OR OFFICER OR OTHER AGENT OF ANY OTHER ORGANIZATION; EXCEPT, HOWEVER, NO INDEMNIFICATION SHALL BE PROVIDED TO HIM WITH RESPECT TO A MATTER AS TO WHICH IT SHALL HAVE BEEN ADJUDICATED IN ANY PROCEEDING THAT HE DID NOT ACT IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THIS CORPORATION, OR IN THE EVENT THAT A PROCEEDING IS COMPROMISED OR SETTLED SO AS TO IMPOSE ANY LIABILITY UPON HIM OR UPON THIS CORPORATION, NO INDEMNIFICATION SHALL BE PROVIDED TO HIM IF THIS CORPORATION HAS OBTAINED AN OPINION OF COUNSEL THAT HE DID NOT ACT IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THIS CORPORATION.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: CHRISTOS PAPPAS

No. and Street: 83 FITCHBURG ROAD
City or Town: TOWNSEND State: MA Zip: 01469 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	CHRISTOS PAPPAS	83 FITCHBURG ROAD TOWNSEND, MA 01469 USA
TREASURER	NANCY J. PAPPAS	83 FITCHBURG ROAD TOWNSEND, MA 01469 USA
SECRETARY	NANCY J. PAPPAS	83 FITCHBURG ROAD TOWNSEND, MA 01469 USA
DIRECTOR	NANCY J. PAPPAS	83 FITCHBURG ROAD TOWNSEND, MA 01469 USA
DIRECTOR	CHRISTOS PAPPAS	83 FITCHBURG ROAD TOWNSEND, MA 01469 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

FAST FOOD ESTABLISHMENT

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 83 FITCHBURG ROAD
City or Town: TOWNSEND State: MA Zip: 01469 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 83 FITCHBURG ROAD
City or Town: TOWNSEND State: MA Zip: 01469 Country: USA

which is

- its principal office
 an office of its secretary/assistant secretary
 an office of its transfer agent
 its registered office

Signed this 15 Day of May, 2013 at 10:47:05 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

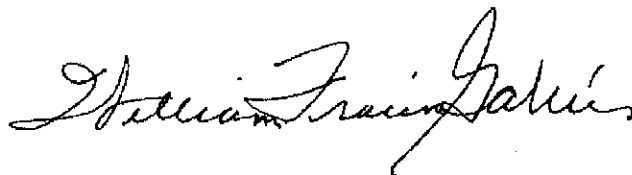
NANCY J. PAPPAS

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

May 15, 2013 10:44 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

2.2

September 12, 2013

Townsend Board of Selectmen
Townsend, MA 01469

Members of the Board:

Four years ago the staff and entire collection of materials of the Townsend Public Library were transferred from the Hart Memorial Building to the new Collette Library. For four years the building has stood empty. Although a Request for Proposals was sought, the effort proved fruitless. No other action regarding the future of the building seems to have been made. Meanwhile paint (inside and out) and plaster are deteriorating.

We strongly urge you to take action : either commit to maintaining the building, or place it on the market.

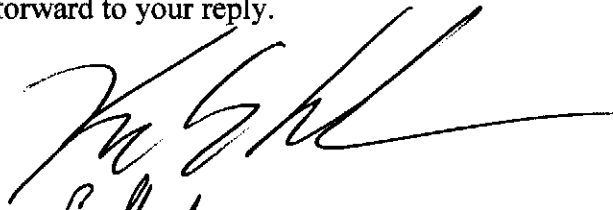
A commitment to maintain the building would naturally require funds. It is possible that the sale of remaining stacks (shelves) could generate enough income to repair plaster and paint.

Guarded interest in using the space has been shown by an area arts organization. If the building were cleaned and repaired, it would certainly be more attractive to potential renters. We suggest this plan of action:

1. Communicate with all town boards, setting a deadline for removal of any furniture to be used elsewhere in town offices. Set a date for a "Last Chance Removal Day."
2. Set a date for an auction of remaining items.
3. Inventory required repairs
4. Schedule the work.

We look forward to your reply.

Sincerely



Karen Chapman

Karen Chapman

Andrea Todd

Alui A. Strunk

Town Properties Committee

TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

3.1

**TOWNSEND WATER DEPARTMENT
TOWN OF TOWNSEND, MASSACHUSETTS**

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ by and between the TOWN of TOWN OF TOWNSEND WATER DEPARTMENT 540 Main Street West Townsend, Massachusetts 01469

a municipal corporation duly organized under the laws of Massachusetts, hereinafter referred to as the "TOWN", and

Name of Company/Business **LIBERTY CHEVROLET, INC.**

Address **90 BAY STATE ROAD, STE 2
WAKEFIELD MA 01880-1093**

doing business as an (individual) or (partnership) or (corporation), hereinafter referred to as the "VENDOR".

WITNESSETH:

Whereas, the TOWN invited the submission of proposals for the purchase and delivery of **2013 4 WHEEL DRIVE WITH ALUMINUM UTLITY BODY PICK-UP TRUCK**; and

WHEREAS, the VENDOR submitted a Proposal to supply a 2013 4 wheel drive with aluminum utility body pick-up truck, and the TOWN has decided to award the contract therefore to the VENDOR.

NOW, THEREFORE, the TOWN and the VENDOR agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and other bid documents, and the VENDOR's Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. Term of Contract. This Agreement shall be in effect from the date shown above and shall expire upon delivery and acceptance by the Town of a complete vehicle, unless terminated earlier pursuant to the terms hereof, provided that any warranties extending by their language beyond the date of this Contract shall survive the expiration of this Contract.

TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

3. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Contract Price \$31, 714.00.
4. Payment of Compensation. The TOWN shall make payments within thirty (30) days after delivery of a complete vehicle.
5. Liability of the TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
6. Indemnification. The VENDOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the VENDOR's breach of this Agreement or the negligence or misconduct of the VENDOR, or the VENDOR's agents or employees.
8. Assignment. The VENDOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
9. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the VENDOR shall assign or transfer any interest in the Agreement without the written consent of the other.
10. Compliance with Laws. The VENDOR shall comply with all Federal, State and local laws, rules, regulations and orders pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required to complete the project.
11. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

12. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
13. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the VENDOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
14. Insurance. Contractor shall maintain insurance in the following coverage and amounts, and shall provide a certificate of insurance to the Town upon Contractor's execution of this Agreement indicating compliance with this paragraph.

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured."

Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident.

Workers' Compensation Insurance as required by law.

15. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

BOARD OF WATER COMMISSIONERS

Chairman, Niles S. Busler

Vice Chairman, Francis McNamara

Clerk, Andrea Wood

BOARD OF SELECTMEN

Chairman, Sue Lisio

Vice-Chair, Robert Plamondon

Clerk, Colin McNabb

TOWN ACCOUNTANT:

I certify that an appropriation
is available in the amount of this
contract.

Kimberly S. Fales, Town Accountant

Date

TOWN COUNSEL:

Approval as to form.

Signature

Date

VENDOR:

Business/Company Name

Signature of Authorized Person

Printed Name of Authorized Person

Address: _____

TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

TOWNSEND WATER DEPARTMENT TOWN OF TOWNSEND, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2013 by and between the TOWN of TOWNSEND WATER DEPARTMENT 540 Main Street West Townsend, Massachusetts 01474 a municipal corporation duly organized under the laws of Massachusetts, hereinafter referred to as the "TOWN",

and

Name of Company/Business **EAST NATIONAL WATER**

Address **81 BEECH STREET, PALMER, MA 01069**

doing business as an (individual) or (partnership) or (corporation), hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

Whereas, the TOWN invited the submission of proposals for the purchase of services for the **RADIO FREQUENCY METER READING TRANSMITTER INSTALLATION PROJECT**, hereinafter "the Project"; and

WHEREAS, the CONTRACTOR submitted a Proposal to supply the materials and, equipment required to complete the Project, and the TOWN has decided to award the contract therefore to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement, the Invitation to Bid, Instructions to Bidders and the CONTRACTOR's bid. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto. In the event of any inconsistency or discrepancy in, between and among the terms of the various Contract Documents, the term providing for the greater quantity, best quality or more timely service shall control.
2. **The Project** The Project consists of supplying 1,500 radio frequency transmitters, receiving/communication equipment and meter reading collection and data management software and training to convert the current touch read meter reading system to a radio frequency mobile drive-by meter reading system.

TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

3. Term of Contract. This Agreement shall be in effect from _____ and shall expire on _____, unless terminated earlier pursuant to the terms hereof.
4. Compensation. The TOWN shall pay, as full compensation for items and/or services furnished and delivered in carrying out this Agreement. Total Bid Price \$79,500.00. In the event the number of transmitters are increased or decreased, in the discretion of the Town, the above price shall be increased or decreased, as the case may be, by Contractor's unit price per transmitter provided in the bid.
5. Payment of Compensation. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. Independent CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent CONTRACTOR for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. Indemnification. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligence or misconduct of the CONTRACTOR, or the CONTRACTOR's agents or employees.
9. Assignment. The CONTRACTOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.
10. Termination. A. Termination for Cause. The Bidder acknowledges that all work is subject to periodic inspections by the owner to insure that the work is performed in accordance with the terms of this contract. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of our resulting

TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

13. Successor and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Compliance with Laws. The CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required to complete the project.
15. Notice. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
16. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the CONTRACTOR

TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

18. Insurance. Contractor shall maintain insurance in the following coverages and amounts, and shall provide a certificate of insurance to the Town upon Contractor's execution of this Agreement indicating compliance with this paragraph.

General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured."

Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident.

Workers' Compensation Insurance as required by law.

19. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in five (5) copies each of which shall be deemed an original on the date first above written.

TOWNSEND WATER DEPARTMENT - INVITATION FOR BID

BOARD OF WATER COMMISSIONERS

Niles S. Busler, Chairman

Francis McNamara, Vice Chairman

Andrea Wood, Member

BOARD OF SELECTMEN

Sue Lisio, Chairman

Robert Plamondon, Vice-Chair

Colin McNabb, Clerk

I certify that an appropriation
is available in the amount of this
Contract.

Kimberly S. Fales, Town Accountant

Date

Approved as to Form:

Town Counsel

CONTRACTOR:

Business/Company Name

Signature of Authorized Person

Printed Name of Authorized Person

Address: _____

Tel. No. _____

Fax No. _____

Email _____

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

3.2

Date: September 16, 2013

To: Assessor's Office
Board of Selectmen
Board of Health
Building Inspector
Conservation Commission
Fire Department
Highway Department
Historic District
Housing Authority
Police Department
Town Clerk
Water Department
Zoning Board of Appeals

From: Planning Board Office

REFERRAL NOTICE

In accordance with the provisions of MGL Chapter 40A, Sections 5 & 11, and the Code of the Town of Townsend, Section 145-69, the Townsend Planning Board will hold a public hearing in the Selectmen's Meeting Chamber, Memorial Hall, 272 Main Street, with regard to the following proposed zoning amendment to the Code of the Town of Townsend.

Please Review the attached draft amendment and relay to the Planning Board any questions or concerns you may have.

Under MGL Ch. 40A, Section 11, comments should be provided within 35 days. Failure to make recommendations shall be deemed lack of opposition.

AMENDMENT DESCRIPTION: To add a Medical Marijuana Moratorium section to the Zoning Bylaws

APPLICANT: Board of Selectmen

DATE OF HEARING: Monday, October 21, 2013

TIME / PLACE OF HEARING: 7:10 p.m., Selectmen's Chambers

LEGAL AD: Townsend Times: September 27, 2013 & Oct. 4, 2013

COMMENTS _____

NO COMMENT _____

SIGNED: _____

DATE: _____



THE PLANNING BOARD
272 Main Street
Townsend, Massachusetts 01469
978-597-1700 x1722 * 978-597-1722 fax
jhollows@townsend.ma.us

RECEIVED
SEP 16 2013
TOWN OF TOWNSEND
TOWN CLERK

Jeffrey R. Peduzzi, Chairman

Karen M. Coughlin, Vice-Chairman

Chris Jones, Clerk

Julie Johnson, Member

Chris Nocella, Member

TOWNSEND
PLANNING BOARD LEGAL NOTICE

In accordance with the provisions of MGL Chapter 40A, Sections 5 & 11 and Townsend Zoning Bylaw, Article XII, Section 145-69, the Planning Board will hold a public hearing **Monday, October 21, 2013 at 7:10 p.m.** in the Selectmen's Chamber, Memorial Hall, 272 Main St., with regard to a proposed amendment to add a Medical Marijuana Moratorium section to the Zoning Bylaws.

The proposed amendment is available for review at the Offices of the Planning Board/Land Use Coordinator and the Town Clerk during regular business hours. Parties wishing to speak in favor of, or in opposition to, this proposal may do so in writing prior to the hearing, or may appear at the hearing in person or represented by an agent or attorney. Interested parties are encouraged to attend.

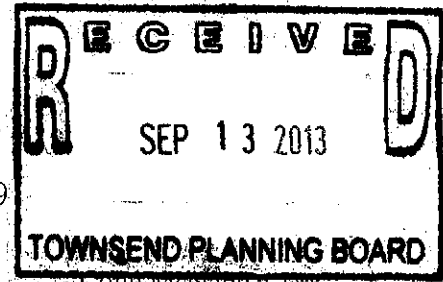
Respectfully submitted,
Jeffrey R. Peduzzi, Chairman

Publish in the *Townsend Times*: September 27, 2013 & October 4, 2013

cc: Town Clerk
Other Towns
Applicant/Abutters
Assessors Office
Board of Selectmen
Board of Health
Building Inspector
Conservation Commission
Fire Department
Highway Department
Historic District Commission
Housing & Community Development
Housing Authority
Land Use Coordinator
Montachusett Regional Planning
Police Department
Water Department Commission
Zoning Board of Appeals



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



Sue Lisio, *Chairman*
Andrew J. Sheehan,
Town Administrator

Robert Plamondon, *Vice-Chairman*

COMPTON MCGABB, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

MEMORANDUM

TO: Planning Board
FROM: Andrew J. Sheehan, Town Administrator
DATE: September 12, 2013
RE: Medical Marijuana Moratorium

At its meeting of September 10, 2013, the Board of Selectmen voted to include a warrant article on the Fall 2013 Town Meeting establishing a moratorium on medical marijuana dispensaries. Attached please find an article to this effect. This article closely mirrors a draft developed by our Town Counsel, Kopelman & Paige, PC.

It is my understanding from Jeanne Hollows that a public hearing on the zoning amendment will be held on October 21, 2013. I look forward to discussing this at that time.

Please contact me if you have any questions or require additional information.

Article _____.

To see if the Town will vote to amend the Town's Zoning Bylaw by adding a new **ARTICLE XVII MEDICAL MARIJUANA, SECTION 145-87 TEMPORARY MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS/REGISTERED MARIJUANA DISPENSARIES**, that would provide as follows, and further to amend the Table of Contents to add Section 145-87 "Temporary Moratorium on Medical Marijuana Treatment Centers/Registered Marijuana Dispensaries:"

Section 145-87. Temporary Moratorium on Medical Marijuana Treatment Centers/Registered Marijuana Dispensaries

A. Purpose of Moratorium.

By vote at the State election on November 6, 2012, the voters of the Commonwealth approved a law regulating the cultivation, distribution, possession and use of marijuana for medical purposes. The law provides that it is effective on January 1, 2013. On May 8, 2013, the State Department of Public Health promulgated Regulations that became effective on May 24, 2013. Currently under the Zoning Bylaw, a Medical Marijuana Treatment Center, identified in the State Regulations as a Registered Marijuana Dispensary, is not a permitted use in the Town of Townsend. The State Regulations are expected to provide guidance to the Town in regulating medical marijuana, including Medical Marijuana Treatment Centers/Registered Marijuana Dispensaries. The regulation of medical marijuana raises novel and complex legal, planning, and public safety issues and the Town needs time to study and consider the regulation of such use and address such novel and complex issues, as well as to address the potential impact of the State regulations on local zoning and to undertake a planning process to consider amending the Zoning By-law regarding regulation of medical marijuana treatment centers and other uses related to the regulation of medical marijuana. The Town intends to adopt a temporary moratorium on the use of land and structures in the Town for Medical Marijuana Treatment Center/Registered Marijuana Dispensaries so as to allow the Town sufficient time to engage in a planning process to address the effects of such structures and uses in the Town and to enact bylaws in a manner consistent with sound land use planning goals and objectives.

B. Definition

"Medical Marijuana Treatment Center" shall mean a "not-for-profit entity, as defined by Massachusetts law only, registered by the Department of Public Health as a Registered Marijuana Dispensary, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers."

C. Temporary Moratorium

For the reasons set forth above and notwithstanding any other provision of the Zoning Bylaw to the contrary, the Town hereby adopts a temporary moratorium on the use of land or structures for a Medical Marijuana Treatment Center/Registered Marijuana Dispensary. The moratorium shall be in effect through December 31, 2014. During the moratorium period, the Town shall undertake a planning process to address the potential impacts of medical marijuana in the Town, consider the State Regulations and related uses, and shall consider adopting new Zoning Bylaws to address the impact and operation of Medical Marijuana Treatment Centers/Registered Marijuana Dispensaries and related uses.

Or take any action relative thereto.



3.3

Massachusetts Interagency Mutual Aid Agreement

***Sponsored by: Middlesex Chiefs of
Police Association***

The signatory Municipal Police Departments of the Commonwealth of Massachusetts and contiguous communities, all acting through their respective Chiefs of Police and other authorized signatories, referred hereinafter collectively as "the Parties," witness:

WHEREAS, the Parties to this agreement ("Agreement") recognize that, in certain situations the ability of police officers to exercise sworn police powers outside of the territorial limits of the municipality where such officers are regularly employed may be desirable and necessary in order to preserve officer safety and protect the lives, safety, and property of the public of each participating community; and

WHEREAS, Chapter 40, Section 8G, of the Massachusetts General Laws, duly accepted by each of the Parties, authorizes cities and towns that have accepted its provisions to enter into agreements with other cities and towns to provide mutual aid and support; and

WHEREAS, each Party desires to enter into an agreement that sets forth mutually agreeable terms and conditions for the furnishing of law enforcement mutual aid for the exercise of police authority by police officers of each Party within the territorial limits of each other Party;

NOW THEREFORE, the Parties hereto mutually agree as follows:

Section 1.0 Purpose & Authority

This Agreement constitutes an agreement by, between, and among the Parties to establish a strategic working partnership to address public safety concerns including but not limited to: providing mutual aid for the member police departments because of terrorist or enemy action; natural disaster; unusual occurrence, including but not limited to fire, flood, storm, earthquake, landslide, aircraft accident, search or rescue operations; other natural or man-caused incidents requiring exceptional police action; school or workplace violence; riot; mob action; civil disturbance; demonstration; urban insurgency; impaired driving; drug distribution; electronic & cybercrime; combating violent street gangs and associations; as well as any law enforcement operations that require more sophisticated investigation on a regionalized basis or any situation threatening the peace and tranquility in the Parties' jurisdictions.

In order to address these public safety concerns, the Parties hereby agree to have sworn police officers from each department empowered to operate with full police powers, including the power of arrest, in each signatory community, as authorized under M.G.L. c. 40, § 8G. This type of agreement allows sworn police officers from each signatory community to cross into the geographical jurisdiction of any other

signatory community to carry out official police business under the authority of M.G.L. c. 37, § 13; M.G.L. c. 40, § 8G; M.G.L. c. 41, §§ 95, 98, 98A, 99; and similar statutes. Such extraterritorial exercise of police powers is authorized under this Agreement in both mutual-aid-request and self-activation situations, as defined herein. Nothing in this Agreement is intended to be construed to limit the lawful authority of police officers to make arrests or exercise police powers outside of this Agreement.

Section 2.0 Definitions

For purposes of this Agreement, the following terms shall be defined as set forth below:

- a. **Chief of Police:** A Party's chief law enforcement officer; includes functional equivalent of Chief of Police, whether denominated "Director," "Commissioner," "Superintendent," or similar title.
- b. **Commanding Officer:** A Party's Chief of Police, designee of the Chief of Police, or Police Officer in charge of a shift
- c. **Official Request:** A request for police assistance or for the exercise of Police Powers made by one Party of one or more other Parties under the terms of this Agreement
- d. **Party:** City, town, or other political subdivision that has executed this Agreement through its Chief of Police and/or other authorized signatory. A Party may be located within, or be contiguous to, the Commonwealth of Massachusetts. The Parties are listed in Attachment A, which may be revised from time to time as Parties join and withdraw from this Agreement.¹
- e. **Police Officer:** On-duty sworn municipal police officer regularly employed as such by or in any Party; for purposes of this Agreement, Chiefs of Police shall be the only Police Officers considered on-duty at all times.
- f. **Police Powers:** All police powers granted by municipalities to Police Officers regularly employed as such, including but not limited to the power of arrest
- g. **Receiving Party:** A Party receiving police assistance or in which one or more Police Officer(s) regularly employed as such by another Party is exercising Police Powers in accordance with this Agreement
- h. **Self-Activation:** The exercise of Police Powers within the territorial limits of any Party by any Police Officer regularly employed as such by any other Party under the terms of this Agreement in the absence of an Official Request

¹ Absence of a Party from Attachment A will not vitiate its status as a Party as long as this Agreement has been signed on its behalf and it has not withdrawn from this Agreement as provided herein.

- i. **Sending Party:** A Party that provides police assistance under the terms of this Agreement or that regularly employs one or more Police Officers who exercise Police Powers within the territorial limits of any other Party under the terms of this Agreement

Section 3.0 Term of Agreement

It is the intent of the Parties to conduct this partnership on a continuing basis and to hold periodic reviews as the Parties determine and deem necessary to ensure that the agreement is meeting the mutual aid wants and needs of all the Parties hereto. To this end, this Agreement shall be effective as the date of signature by the Parties and shall remain in effect thereafter until terminated. This Agreement will be maintained by the Secretary of the Middlesex Chiefs of Police Association or his or her designee.

Section 4.0 Termination of Agreement

Any Party may unilaterally withdraw from this Agreement at any time upon thirty (30) days prior written notice to all Parties.

Section 5.0 Amendment of Agreement

This Agreement may be amended from time to time only by a specific writing duly executed by all the Parties.

Section 6.0 Obligations and Responsibilities

6.01 Authority of Officers. The police powers, rights, privileges and immunities of any Police Officer employed by a Party to this Agreement shall extend within the territorial limits of each other Party to this Agreement while such Police Officer operates within the territorial limits of a Receiving Party in accordance with this Agreement, either pursuant to an Official Request or Self-Activation.

Operating within the territorial limits of a Receiving Party in accordance with this Agreement shall not cause a Police Officer to be considered for any purpose to be an employee of the Receiving Party. All employment rights, compensation, and benefits, including but not limited to the provisions of M.G.L. c. 41, § 111F and/or M.G.L. c. 32 § 94, shall remain the responsibility of the Sending Party. Notwithstanding the foregoing, any Party may be reimbursed in accordance with this Agreement and shall be entitled to the liability and indemnification protections as outlined herein.

Any citizen or other complaints or investigatory or disciplinary action arising out of the conduct of any Police Officer acting pursuant to this Agreement shall be treated as if the Officer had been operating within the territorial limits of the Sending Party at the time of the incident(s) or conduct at issue, unless otherwise agreed upon by the Sending Party and the Receiving Party.

6.02 Command and Control. When exercising Police Powers pursuant to this Agreement, Police Officers shall report as soon practically possible to the Commanding Officer of the Receiving Party (either in person or by radio or other alternative electronic device), and shall be under the direction and control of said Commanding Officer during the duration of the operation, event or incident in connection with which the Police Officer is exercising Police Powers.

The Commanding Officer of the Sending Party may recall the Police Officers and equipment of the Sending Municipality at the Commanding Officer's sole discretion.

6.03 Official Request. Any Party or its designee may request assistance from any other Party for any valid law-enforcement purpose, including but not limited to the purposes set forth above in Section 1.0 (Purpose & Authority) and as detailed below in Section 6.04 (Self-Activation). Any Official Request should include all pertinent information such as the nature, location, and expected duration of the event or situation giving rise to the Official Request; the number of Police Officers requested, including specialty requirements; the type of equipment and logistical support needed; the location to which Police Officers should report; and the name of the supervising officer or Commanding Officer to whom Police Officers should report. This Agreement is not intended to impose any obligation on any Party to respond to any Official Request.

6.04 Self-Activation. A Police Officer who observes or becomes aware of any violation of law within the territorial limits of any Party (including the Sending Party), may exercise Police Powers within the territorial limits of any Party for the purpose of preventing harm to the public; preventing loss or damage to property; engaging and stopping unlawful behavior; investigating possible criminal violations; increasing the capability of all Parties to protect the lives, safety, and property of people in the area; detaining offenders pending arrival of a Police Officer of the Receiving Party; enforcing or investigating any traffic-related incident or violation, whether or not it was originally observed in territorial limits of the Sending Party; and fresh-and-continued pursuit or exigent circumstances as otherwise authorized by law.

6.05 Notification to Receiving Party of Exercise of Police Powers. Whenever Police Powers are exercised by a Police Officer in a Receiving Party pursuant to this Agreement, the Commanding Officer of the Receiving Party shall be notified promptly, given the circumstances, by the Police Officer exercising the Police Powers so that arrangements can be made for any arrestee to be transported to the appropriate police headquarters to undergo the required administrative booking process in the jurisdiction where the arrest occurred or other appropriate administrative action may be taken. Such notification is intended to ensure that the Police Officer has properly recorded all of the facts and circumstances of the arrest or other police action, the appropriate biographical data of any involved persons, and the documentation necessary for the effective prosecution of any criminal defendant in a court of proper jurisdiction.

6.06 Powers of Police Officers. The powers of all the Police Officers operating under this Agreement shall remain in full force and effect for the duration of this Agreement unless any of the following should occur:

- ❖ Separation of service from the employing agency;
- ❖ The Chief of Police or designee of the Sending Party imposes a restriction on the Police Officer's authority to exercise Police Powers in accordance with this Agreement.

6.07 Costs and Expenses. Each Party to this Agreement shall assume and be responsible for paying all of its own personnel costs, including, but not limited to, the salaries, overtime premiums, and disability benefits payable to its own Police Officers, and all of its own equipment costs, including, but not limited to, damage to or loss of its own equipment, and use of fuel, ammunition and other expendable supplies; provided, however, that the Receiving Party, if an Official Request has been made, shall reimburse the Sending Party for such payments to the extent there is insurance coverage available to do so and/or any Federal or State grant funds and/or emergency funds (e.g., in the event of a natural disaster) available to do so.

Section 7.0 Liability and Indemnification

Each Party to this agreement agrees to assume its own defense and hold each other Party, its agents, servants, and employees harmless from all suits and claims brought by third parties arising out of any act or omission committed by that Party or its Police Officers.

Section 8.0 Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns and the public body or bodies succeeding to the respective interests of the Parties.

Section 9.0 Section Headings

The headings of the Sections set forth herein are for convenience of reference only and are not part of this Agreement and shall be disregarded in constituting or interpreting any of the provisions of this Agreement.

Section 10.0 Execution of Counterparts

This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 11.0 Stability of Agreement

This Agreement is to be construed in accordance with the laws of the Commonwealth of Massachusetts and the Ordinances/Bylaws of the Parties. This Agreement, along with any referred to Attachment(s), embodies the entire agreement between the Parties hereto, and each Party acknowledges that there are no inducements, promises, terms, conditions or obligations made or entered into other than those contained herein.

Section 12.0 Invalidity

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

Section 13.0 Non-Waiver

The failure of any Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce any such provisions.

Section 14.0 Legal Advice

The Parties acknowledge that each has had the opportunity to fully discuss and review the terms of the Agreement with an attorney. Each Party further acknowledges that it has carefully read the Agreement, understands its meaning and intent, and freely and voluntarily assents to all of the terms and conditions hereof, and signs the Agreement of his or her own free will.

Section 15.0 Signatories

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused it to be effective as to each Party as of the latest date set forth in the signature block for that Party,

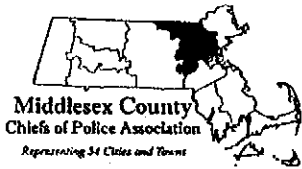
City/Town of _____

By: _____
Name: _____
Title: Chief of Police
Duly Authorized

Date

By: _____
Name: _____
Title: [Mayor/Manager/Board of Selectmen]
Duly Authorized

Date



July 12, 2013

Chief Erving Marshall
Townsend Police Department
70 Brookline Street
Townsend, MA. 01469

Dear Chief Marshall:

The Middlesex County Chiefs of Police Association is committed to excellence in policing and collaboration with all of our law enforcement partners working to ensure the safety of all persons in Middlesex County and beyond. Recent events in both Massachusetts as well as other states have highlighted the need for interagency partnerships and underscore the fact that the public expects and demands that municipal law enforcement agencies be structured so as to support one another in times of natural disaster, acts of terrorism, school violence, or any other event that could threaten the safety of our communities.

To that end, we have tasked a subcommittee with drafting an interagency memorandum of understanding (MOU) as authorized by Massachusetts General Laws c.40 s.8G that was recently upheld in a decision by the Supreme Judicial Court in *Commonwealth v. Bartlett* (SJC-11187). After a number of meetings, with the support of the Arlington Legal Department and Attorney Juliana Rice, the subcommittee presented the final draft to the membership on June 27th in Acton. Following the endorsement of the Middlesex Chiefs, the interagency MOU received final edits and was approved by Attorney Jack Collins of the Massachusetts Chiefs of Police Association.

This interagency MOU empowers on-duty police officers in one jurisdiction to legally enforce the laws of the Commonwealth and respond to public safety emergencies in all other participating jurisdictions under a defined set of guidelines. In other words, it lawfully resolves issues related to the LeBlanc decision. The membership voted unanimously to distribute the interagency MOU county-wide and to ask ALL member agencies to secure the approval and signatures of their respective municipal authority.

Subsequently, you are receiving the approved documents and we request that you perform the following actions:

- 1) Massachusetts Interagency Mutual Aid Agreement – this document has been drafted in accordance with MGL c.40 s.8G, the recent *Comm. v. Bartlett* decision, and it has been reviewed and approved by numerous municipal attorneys.

Immediate Action Requested – please secure municipal approval and return the MOU with original signatures to Chief Robert Bongiorno (Middlesex Chiefs Secretary) at the Bedford Police Department, 2 Mudge Way, Bedford, MA. 01730. **NOTE** – also include the date that your municipality accepted the provisions of MGL c.40 s8G.

- 2) Model Policy Statement – the final draft interagency MOU authorizes participating agencies to implement policy that guides their agency members on the application, the operational, and the supervisory concerns related to this MOU.

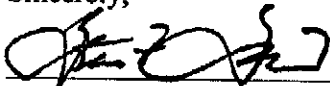
Immediate Action Requested -The Middlesex Chiefs strongly encourage participating agencies to enact department policy. Electronic copies of this model policy can be obtained by contacting Arlington Police Chief Frederick Ryan at fryan@town.arlington.ma.us.

- 3) Model Training Bulletin – as with any complex legal issues relating to police jurisdiction it is imperative to the successful implementation of this program that participating agencies properly train their personnel.

Immediate Action Requested - We have attached a model training bulletin and we strongly encourage all participating agencies to train their personnel on the MOU, the policy statement, and the spirit and intent of this initiative.

I want to thank the subcommittee for their leadership on this important law enforcement issue and we look forward to receiving your signed Interagency Mutual Aid agreement as soon as possible. Please do not hesitate to contact me or any member of the Executive Board with any questions.

Sincerely,



Steven F. Shaw
Chief of Police
Town of Weston
President Middlesex Chiefs



TOWN OF TOWNSEND
 Highway Department
 P.O. Box 621
 12 Dudley Road
 Townsend, Massachusetts 01469
 (978)597-1712

3.4

**Application for Permit To Cross, Alter and/or
 Construct Within a Town Way**
 Townsend General Bylaws Article 11, Section 13

Date: 9/12/2013

Town of Townsend
 Highway Superintendent
 P.O. Box 621 Townsend,
 MA 01469

To Whom it May Concern:

The Undersigned Townsend Water Department (company name) hereby
 applies for permission to: Excavate a section of the road way in front of 7 Maple St. to repair a service leak.

A \$100.00 permitting fee is now required with all permit applications.

Start Date: Monday 9/16/2013, 8:00 AM

Further, we agree that if the Town way has been disturbed, i.e., roadway, sidewalk, it will be returned to its original condition. When backfilling operations are required, it shall be constructed of successive layers not more than one (1) foot in depth, uniformly distributed and each layer thoroughly compacted. The Undersigned will notify the Highway Department when back filling operations proceed. The Highway Superintendent or his/her Designee will be present during this operation.

Paul Rafuse
 (Company Representative)

540 Main St.
 (Street Address)

West Townsend, MA 01474
 (City, State, Zip)

978-597-2212
 (Telephone)

Approved/Disapproved: Highway Superintendent _____ Date;

Approved/Disapproved: Board Of Selectmen _____ Date:



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

3.6

Sue Lisio, *Chairman*

Robert Plamondon, *Vice-Chairman*

Colin McNabb, *Clerk*

Andrew J. Sheehan,
Town Administrator

Office (978) 597-1701
Fax (978) 597-1719

MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator

DATE: September 20, 2013

RE: Charter Committee

At its meeting of September 10, 2013, the Board of Selectmen directed me to prepare a mission for an appointed Charter Committee. I hereby submit the following for Board's consideration:

The Board of Selectmen hereby establishes a Charter Committee which shall review the Charter and make a report with recommendations to the Town Meeting concerning proposed amendments which the Committee determines are necessary and/or desirable. The Committee shall consist of seven (7) members appointed by the Board of Selectmen. The Committee shall dissolve upon the adjournment of the Town Meeting at which such Charter amendments are presented for adoption unless the Committee's term is extended by the Board of Selectmen.

I look forward to discussing this in more detail.

Submit this Form to District Highway Director



3.7

CHAPTER 90 - FINAL REPORT

City/Town Townsend Project Wallace Hill Rd. CONTRACT# Chap 122 2007S 51002
 Location(s) Beginning at Highland St. and ending at Haynes Rd.
 Length 5,280 ft. Feet Width 32 Feet
 Work was Started 05/28/13 and Completed 07/15/2013
 Work was Suspended / / and Resumed / /
 Done by: Force Account Advertised Contract Other

* REMARKS: Other: quotes for drainage pipe

EXPENDITURES: State Funds @ 100% \$253,197.70
 Municipal Funds \$
 Other Funds \$
 TOTAL PROJECT EXPENDITURES \$

SCOPE OF WORK:


Drainage improvements, reclamation and paving.

CERTIFICATION

The undersigned hereby certify that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981).

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY	
Edward Kukkula	
	
Superintendent	09/11/13
Highway Officer's Title	Date
Accounting Officer's Title	Date

Signed:	
Duly Authorized Municipal Officials	Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.



CHAPTER 90 – REIMBURSEMENT REQUEST

CONTRACT # Chap 122 2007S

51002

City/Town: Townsend Project: Wallace Hill Rd

Project request was approved on 08/17/12 for \$332,118.00

at 100% Reimbursement Rate = \$332,118.00

1) Attached are forms which document payment of approved expenditures totaling \$253,197.70 for which we are requesting \$253,197.70 at the approved reimbursement rate of 100%.

2) The amount expended to date on this project is \$253,197.70

3) Is this request for a FINAL payment on this project? Yes No

4) Remarks:

CERTIFICATION

A. I hereby certify under the pains and 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.

Signed: Municipal Highway Official

Highway Superintendent

Municipal Highway Official's Title

09/11/13

Date

B. I/we certify under the pains and 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 is acknowledge as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____

Signed: _____

Accounting Officer's Title

Duly Authorized Municipal Officials

DATE _____

DATE _____



CHAPTER 90 – REIMBURSEMENT REQUEST

CONTRACT # Chap 122 2007S

51002

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at 100% Reimbursement Rate = \$332,118.00

1) Attached are forms which document payment of approved expenditures totaling \$253,197.70 for which we are requesting \$253,197.70 at the approved reimbursement rate of 100%.

2) The amount expended to date on this project is \$253,197.70

3) Is this request for a FINAL payment on this project? Yes No

4) Remarks:

CERTIFICATION

A. I hereby certify under the pains and 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.

Signed: Municipal Highway Official

Highway Superintendent

Municipal Highway Official's Title

09/11/13

Date

B. I/we certify under the pains and 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 is acknowledge as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____ Signed: _____

Accounting Officer's Title

Duly Authorized Municipal Officials

DATE _____

DATE _____

MASS HIGHWAY

Chapter 90 Project Request

Classification: _____
Primary Road _____
Local Road XX

Chapter 90
INTF00002008
S00 51002
\$332,118.00

City/Town Townsend
Location(s) Wallace Hill Road
Length: 5,280 Feet Width: 32 Feet

Project Type: Construction _____ Resurfacing XX Engineering _____
Equipment _____ Other: XX

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

Base Course: See Attached Paperwork
Foundation: _____
Shoulders/Sidewalks: _____

SCOPE OF WORK:
Reclaiming, resurfacing and drainage improvements for 5,280 ft. of Wallace Hill Road beginning at Highland St. and ending at Haynes Rd.

Work to be done: Force Account _____ Advertised Contract XX Other: _____

Estimated Cost (Attach estimate and list funding sources) \$ \$332,118.00
*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] 8/17/12
State Aid Engineer - Date
Road Classification Verified [Signature]
Approved for \$ 332,118.00 @ 100%
District Highway Director [Signature] Date 8/17/12

Signed [Signature]
[Signature]
duly authorized
Date: 7/31/12



TOWNSEND POLICE DEPARTMENT
P. O. Box 137
70 Brookline Road
Townsend, Massachusetts 01469

A.2

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

To: Board of Selectmen

From: Erving M. Marshall, Jr., Chief of Police

Re: Request for full-time police appointment

Date: September 20, 2013

I would like to request that the Board appoint Brent Davis as a full-time recruit police officer to the Townsend Police Department beginning September 24, 2013 through June 30, 2013. Brent was appointed as a reserve police officer on 3/1/13 and finished first in our interview process which was conducted pursuant to the full-time police officer job posting dated July 1, 2013. This position was created due to the resignation of Officer Cassandra Ela whose resignation was submitted on July 1, 2013.

Although it was my preference to hire a full-time academy trained officer, the field of candidates who submitted applications and who were interviewed led to the decision that Brent was the best overall candidate even without the training.

I am convinced that Brent is the best choice as the newest member of the Townsend Police Department. He displays confidence and sound judgment. He is articulate, mature, and respectful and is rooted in the community. He is a Marine Corps veteran and a member of the Massachusetts Army National Guard.

My intention is to employ Brent on a training waiver once his appointment is approved and he passes psychological testing, and enter him into an in-house field officer's training program prior to his full-time academy training which is anticipated to begin on January 13, 2014.

I have attached Brent's' application and resume for your consideration and review.

Sincerely,


Erving M. Marshall, Jr.
Chief of Police

Cc: Davis file

BRENT W. DAVIS
6 Sagittarius Lane, Townsend, MA. 01469
(561) 445-2957 cell or (978) 300-5094 home
watchdog55@gmail.com

July 23, 2013

Townsend Police Department
ATTN: Chief Erving Marshall
70 Brookline Road
Townsend, MA. 01469

Dear Chief Marshal,

I would like to take this opportunity to announce my candidacy and strong desire to become a full time police officer for your department. As you know, I have taken great personal pride in achieving my status as a Reserve Officer for the department. With this being said, my strides for a career endeavor in law enforcement still remains constant.

While my tenure as a Reserve Officer is limited compared to other candidates and current employees; my dedication, military training, professionalism, maturity and discipline make me an ideal candidate for the Townsend Police Department. I am confident that my abilities exemplified as a Reserve Police Officer, employee of MIT Lincoln Laboratory and current military service member, will easily transfer over and help contribute to the current and future success of the Townsend Police Department's operations.

Chief Marshal, thank you for consideration. I look forward to hearing back from you soon.

Respectfully submitted,

Brent W. Davis
Reserve Police Officer
Townsend Police Department

Encl :/(1)
Resume

Brent W. Davis

6 Sagittarius Lane
Townsend, Massachusetts 01469

978-300-5094
watchdog55@gmail.com

EDUCATION AND OTHER PERTINENT INFORMATION

B.S. Business Management
University of Phoenix, Plantation, Florida

June 2008

Reserve Police Officer -Townsend Police Dept.
Firefighter -Townsend Fire Dept.

ACTIVE
ACTIVE

SECURITY CLEARANCE INFORMATION

US Government Security Clearance

- **ACTIVE- Top Secret (TS), NATO, CNWDI (others furnished upon request)**

RELATED EXPERIENCE OVERVIEW

Security Officer

MIT Lincoln Laboratory, Hanscom AFB, Lexington, MA

September 2009 - Present

Physical Security Operations for a Federally Funded Research Development Center (FFRDC).

- Enforce security regulations;
- Observe and patrol designated areas
- Prevent unauthorized access to protected areas
- Act as necessary in the event of emergencies including fire and industrial accident.
- Respond to internal disorder (work place violence) and attempts to commit espionage, acts of terrorism, sabotage, or other criminal acts; by protecting Laboratory personnel and property and participating in training programs required by law.
- Assist with investigations relating to security violations or other potential threats.
- Assist in compliance and parcel checks and with classified visitor reception operations.

Corporate Security Representative

Fidelity Investments, Marlborough, MA

November 1996- May 2004

Provided physical security for over 3,000 locally housed employees.

- Responsible for the supervision of contract security officers for 3 company owned buildings.
- Managed the company Floor Warden Program by training designated employees in emergency evacuation procedures.
- Conducted and assisted with internal investigations related to violations of company policies that placed the firm in jeopardy.
- Acted as the designated business security representative for the Tax Exempt Services Company of the firm.
- Worked in support of surveillance operations and assisted in executive security operations for high value employees and visitors.
- Provided senior management with access control reports.
- Involved in the development of a Microsoft Access Data Base to provide statistical data on security violations.

U.S. MILITARY EXPERIENCE OVERVIEW

United States Army Reserve and Massachusetts Army National Guard (Massachusetts)- Officer

Candidate MAY 2011- PRESENT

Officer Candidate School

101st RTI Camp Edwards, MA.

US ARMY EUROPE COMMAND/SPECIAL OPERATIONS COMMAND EUROPR (SOCEUR) CURRENT

- Serves as a Human Resources Readiness Specialist for a Special Operations Group.
- Responsible for the health, welfare, training and supervision of enlisted Soldiers; Unit Status Report (USR), and Personnel Actions.
- Timely and accurate eMILPO transaction submissions, strength reporting, Command Inspection Program; accountable for \$125,000 worth of office automation equipment.
- Assist in the maintenance of security clearances, report issues and resolutions to command and staff monthly.
- Provide edification and administrative assistance for security control access roster (SCAR).

United States Marine Corps -

OCTOBER 1992 - OCTOBER 1996

United States Marine Corps (U.S.M.C) MCSFBN, Fleet Anti-Terrorism Security Team 2nd MARDIV HQQBN, Small Craft Co

F.A.S.T. Co. NORFOLK, VA.

- Trained for short duration anti-terrorism missions to protect forces and installations when a heightened security threat required it, at the direction of the Chief of Naval Operations.
- Convoy security and executive protection for diplomatic figures and their counterparts.
- Close Quarter Combat (CQB), Designated Marksman (DM) and Scout operations.
- Junior Marine Squad Leader in a NCO responsible for twelve Marines in a Special Operations capacity
- Operation Safe Passage (Jan-Feb 95')

SMALL CRAFT COMPANY, HQBN, 2ND MARDIV CAMP LEJUENE, NC.

- Riverine Assault Craft (RAC) forward gunner and assistant coxswain.
- Waterborne interdiction training for allied forces under SOUTHCOM.
- Quality control NCO for over 12 million dollars worth of equipment.
- 5-Ton Motor Vehicle Operator
- HMMV Operator M998 series.