



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
DECEMBER 3, 2013 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS**

I PRELIMINARIES

- 1.1 Call the meeting to order and roll call
- 1.2 Announce that the meeting is being tape recorded
- 1.3 Chairman's Additions or Deletions:
- 1.4 Review and approve Meeting Minutes: November 5, 2013, May 14, 2013, and September 4, 2012. Votes may be taken.

II APPOINTMENTS /HEARINGS

- 2.1 7:05PM Tax Classification Hearing to determine the percentages of the local tax levy to be borne by each class of property for FY2014. Votes may be taken.
- 2.2 Bike Helmet Safety Program: Chief Erving Marshall will be present to draw winners of gift certificates for the annual Bike Helmet Safety Program. Votes may be taken.

III MEETING BUSINESS

- 3.1 Review and sign population estimate for seasonal licenses from the Alcoholic Beverages Control Commission. Votes may be taken.
- 3.2 Review and approve Change in Manager for Season's Palace, #3, Inc., d/b/a Yee's Village, 350 Main Street. Votes may be taken.
- 3.3 Review and approve annual renewals for auto, common victualler, alcohol, and entertainment licenses, and consider requests by on-premises liquor license holders for 10AM openings in accordance with G. L. c. 138, s. 33B. Votes may be taken.
- 3.4 Review and approve intermunicipal agreement with Lunenburg for surplus net metering credits. Votes may be taken.
- 3.5 Vote to accept Sustainable Materials Recovery Program Municipal Grant from the MassDEP in the amount of \$750. Votes may be taken.
- 3.6 Review and approve collective bargaining agreements with Highway/Water, Firefighters, Police, and Telecommunicators and if necessary convene Executive Session under G. L. c. 30A, s. 21(a)(3). Votes may be taken.
- 3.7 Review and approve Green Communities annual report and receive updates from the Energy Committee. Votes may be taken.
- 3.8 Review and approve request from Ed Kukkula, Highway Superintendent, to adopt MassDOT-Highway rates for private snowplow contractors. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Request to appoint Janet A. Johnson and Carolyn A. Upham to the Townsend Emergency Management Agency from December 3, 2013 to June 30, 2016. Votes may be taken.

V WORK SESSION

- 5.1 Board of Selectmen updates and reports. Votes may be taken.
5.2 Town Administrator updates and reports. Votes may be taken.
5.3 Review and sign payroll and bills payable warrants. Votes may be taken.



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1.4

Sue Lisio, *Chairman*

Robert Plamondon, *Vice-Chairman*

Colin M.

Andrew J. Sheehan,

Office (978) 597-1700

Town Administrator

Fax (978) 597-1719

SELECTMEN'S MEETING MINUTES
NOVEMBER 5, 2013 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 The Chairman called the meeting to order at 7:00PM and roll call showed Sue Lisio, Chairman (SL); Robert Plamondon, Vice-Chairman (RP); 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: None.
- 1.4 Review and approve Meeting Minutes: October 22, 2013. CM moved to approve the meeting minutes from October 22, 2013. RP seconded. Unanimous.

III MEETING BUSINESS

- 3.1 Request from the Lions Club for a license to sell Christmas Trees at the rear of the Townsend Common from November 29, 2013 to December 24, 2013: CM moved to approve the request from the Lions Club for a license to sell Christmas Trees at the rear of the Townsend Common from November 29, 2013 to December 24, 2013. RP seconded. Unanimous.
- 3.2 Request from the Abram S. French Fund Committee to transfer \$2,700 from available funds to the Abram S. French Fund to provide assistance to families in need. CM moved to approve the request from the Abram S. French Fund Committee to transfer \$2,700 from available funds to the Abram S. French Fund to provide assistance to families in need. RP seconded. Unanimous.
- 3.3 Review and approve letter of appreciation to Sterilite Corp. for donation of shelving units for the Town Hall Annex. CM moved to approve the letter as written. RP seconded. Unanimous.
- 3.4 Request to close Town Hall on November 29, 2013. Mr. Sheehan noted that it has been the practice to close Town Hall the day after Thanksgiving and allow employees to use accrued personal time or vacation time, but not sick leave. CM moved to approve the closure of Town Hall on November 29, 2013. RP seconded. Unanimous.
- 3.5 Request to reclassify the Health Administrator from grade T-3 to grade T-4. Mr. Sheehan reminded the Board of the prior meetings with regards to this. The information was sent to HRS, our human resources consultant, who recommended a one grade increase from a Grade 3 to Grade 4. Mr. Sheehan said there is an article on the warrant for Town Meeting to fund the change. CM moved to reclassify the Health Administrator from grade T-3 to grade T-4. RP seconded. Unanimous.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Request to appoint Edward Hermann to the Energy Committee for a term from November 5, 2013 to June 30, 2015. CM moved to appoint Edward Hermann to the Energy Committee for a term from November 5, 2013 to June 30, 2015. RP seconded. Unanimous.
- 4.2 Request to appoint the following to the Council on Aging for the terms noted:
 - o Sandra Stevens, from November 5, 2013 to June 30, 2016;
 - o Valerie Adams, from November 5, 2013 to June 30, 2015;
 - o Pauline Bolduc, from November 5, 2013 to June 30, 2014.CM moved to appoint those named to the Council on Aging for the terms noted. RP seconded. Unanimous.

- 4.3 Request to appoint Interim Town Treasurer: Mr. Sheehan explained that the position for an Interim Treasurer has been posted and advertised. There were upward of 10 applications received. He, Vicki Tidman, and Kim Fales interviewed the top two candidates and unanimously agreed on Kate Stacey. She is currently in her fourth term as the treasurer in Ashby. Her qualifications would be easily transferrable to Townsend and she received glowing recommendations. He recommends the Board appoint her and approve her hire at \$25.73 per hour. SL asked for an idea of the timeframe. Mr. Sheehan stated that the details are still being worked out. She will continue to work in Ashby and work here as well. Hopefully the legislation on the Collector will be approved by the end of the calendar year. CM moved to appoint Kate Stacey as Interim Town Treasurer. RP seconded. Unanimous.

II APPOINTMENTS /HEARINGS

- 2.1 7:15PM Cable Television Public Hearing to take public input on whether Comcast is in compliance with its current license and determine the Town's future cable related needs; and determine whether to issue a cable license to Comcast: A sign-in sheet was circulated. CM read the legal ad into the record. SL called the hearing to order at 7:15PM. Mr. Sheehan gave the background on the hearing that was held last year with Bill Hewig from Kopelman & Paige present. The creation of the Cable Committee was a result of that hearing. Steve Cloutier, Chairman of the Cable Committee (SC), called the committee back into session. Committee members also present were Stan Dillis (SD), Jerry Racette, John D'Angelillo (JD), and Kathy Spofford. Ben Pearlman and Jane Wyman were present representing Comcast. SC presented the main issues:

- Exploring the possibility of the public access and government channels, currently supported through Comcast by subscribers and operated by Hartley Pleshaw, being turned over to a non-profit cable access corporation for operation.
- Addressing the areas that are not being served by Comcast. The primary issues are insufficient height or quality of poles in the Vinton Pond/Sauna Road area of West Townsend.

Mr. Sheehan clarified that last year Comcast paid the town approximately \$42,000 based on 1½% of their gross revenues. They also fund the public access channels. SL asked for more information. SC stated that as part of the negotiation with Comcast they are working on a business plan to form a non-profit cable access corporation that would be paid for by Comcast. Ashby may want to participate since they do not have a public access studio. The Chair opened the floor to discussion. Topics raised were:

- Would there be infrastructure for the channels at the new high school if it is approved
- How would the operating budget of an access corp be funded
- What are the issues on Sauna and Vinton Pond roads that preclude them from gaining access to cable services

RP asked how many households are not served. JD estimates it at 38 in this area and a small section of Gilchrist Road. CM asked what the town uses the \$42,000 for. Mr. Sheehan said \$30,000 of it is used to offset technology expenses.

SC says the next steps are to circulate a survey to see if the townspeople's needs are being served. The Committee will come before the Board again before the agreement is finalized. RP would like to see something in writing from Comcast with regard to the timeline. The Cable Committee will ask to meet with Unitil to discuss the pole issues. Afterward, the Board would like to invite Unitil to a meeting to discuss this matter. Mr. Sheehan encouraged the Committee to negotiate an agreement that incorporates infrastructure improvements. Jane Wyman felt sure they could reach a reasonable agreement. SD has a letter from 2008 that identified some poles in the area that needed to be addressed. He feels some poles have been replaced, but will pinpoint those remaining. SL closed the hearing at 7:58PM.

A recess was taken. The meeting was called back to order at 8:08PM.

III MEETING BUSINESS (continued)

- 3.6 Review and discuss Special Town Meeting warrant: Mr. Sheehan gave a summary of the warrant articles:

1. Previous fiscal year bills – approximately \$2,700
2. Transfer from free cash to stabilization – the stabilization fund has \$1Million in it at this time. Recommends to take no action

3. Transfer into the capital account \$400,000 - \$200,000 for the Spaulding roof and the other \$200,000 for general capital plans
4. Union contracts should be in place by the 19th
5. Police Department phone system improvements - \$9,806 out of free cash. There is \$931,378 in free cash
6. Board of Health: an additional \$630 to fund the reclassification of the Administrator.
7. Approve additional election funds if there needs to be a special election for the fire station. The money would come from free cash
8. Supplement for Veterans' benefits - \$10,000
9. Transfer out of tax levy for the interim treasurer \$10,000 for wages and \$4,000 for expenses
10. Place holder for facilities – recommends to take no action
11. Related to Article 13 to amend the capital plan
12. Put revenue raised from logging Cemetery land into their improvement account
13. Fire headquarters project - \$11,313,000 covers the entire project from design to construction
14. Bylaw would allow 10AM Sunday alcohol sales at restaurants and bars who apply to the Board
15. Marijuana dispensary moratorium
16. Planning board wind energy regulation – to establish standards for future wind energy operations
17. Amend fees charged by the treasurer/tax collector's office to cover costs
18. Change the recycling bylaw
19. Identifies the municipal recycling enforcement coordinator
20. The Mass. Division of Fish & Wildlife wants to purchase this land adjacent to land they currently own. The State would allow us to log it before the sale
21. Two parcels of landlocked land in a subdivision that were deeded to the Conservation Commission in 1989. Fish and Wildlife would like to purchase these as well.

V WORK SESSION

5.1 Board of Selectmen Updates/Reports:

RP announced his pending resignation after nearly 9 years on the Board. He will offer his formal resignation in the near future. He said he will miss Townsend.0

CM announced the Veteran's Day ceremony on Monday, November 11 at 11 am at the memorial at the VFW and the tree lighting on the Common on Sunday, December 1st.

SL announced there will be a Veteran's breakfast this Friday morning sponsored by the high school student council. Also, you can attend the building committee forums in any town.

5.2 Town Administrator Updates/Reports:

- Special Town Meeting will be held November 19th at 7:00PM
- Committee vacancies include: Energy, Planning Board, Charter Committee, and the Fire Chief Screening Committee. We are always looking for on-call firefighters and EMTs
- Unitil has acquired "Kill-A-Watt" systems and will donate two to the town on Friday at 2:00PM. They will be available for the public to borrow to check the energy use of devices in their homes
- Devens hazardous waste is open November 6th and 9th and December 4th and 7th from 9:00 to noon
- There is now a TEO donation box at Town Hall
- The MRPC is doing a survey to aid them gain access to federal block grant funding. If you receive a survey, please fill it out to assist them
- The high school marching band won a gold medal at the Massachusetts Instrumental and Choral Conductor's Association competition in Lowell
- The high school football team made it to the playoffs

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

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

II APPOINTMENTS /HEARINGS continued

2.2 Executive Session: under G. L. c. 30A, s. 21(a)(3) regarding collective bargaining and litigation: CM moved to enter into executive session under G. L. c. 30A, s. 21(a)(3) regarding collective bargaining and litigation and adjourn immediately following. RP seconded. Roll call: CM aye, RP aye, SL aye. The Board entered into executive session at 8:45PM.



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SELECTMEN'S MEETING MINUTES
MAY 14, 2013 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

1 The chairman called the meeting to order at 7:00PM. Present were chairman Sue Lisio (SL), vice chairman Bob Plamondon (RP), and clerk Colin McNabb (CM).

2 Additions or Deletions: there were none.

3 Work session to discuss human resources, the compensation & compensation plan, and the request of the Board of Health to reclassify the Health Administrator. Mr. Sheehan and the Board discussed a memo he prepared for the Board on this matter. The Board members agreed that using an outside consultant for appeals makes sense at this time. It was agreed that the Town should continue to utilize HRS, Inc., because they prepared the current compensation and classification plan. It does not make sense to use a different consultant with a different classification methodology. SL stated there needs to be a clear process to discourage frivolous reclassification requests. It was agreed that the Board would perform an initial review of requests to determine if there was merit to the request. If the Board finds there is merit to the request it will forward it to HRS.

The Board then discussed the request to reclassify the Board of Health Administrator. The Board reviewed the revised job description submitted by the Board of Health and noted there were numerous changes. The Board determined there were sufficient changes to the job description to merit retaining HRS for a formal review.

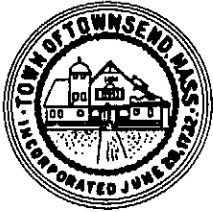
The Board asked Mr. Sheehan to prepare a policy for reclassifications based on tonight's discussion, said policy to be adopted by the Board. SL also asked Mr. Sheehan and Board members to review the job description and provide comments to Board of Health chairman Chris Genoter.

4 Vote to authorize spending from the Recreation Commission Revolving Account above the amount authorized by Town Meeting.

Mr. Sheehan explained that the Recreation Commission has exceeded its spending authority under the revolving fund and the Board needs to approve increasing the spending authorization so they can pay their commitments. He recommended increasing the spending authority by an additional \$20,000. CM moved to increase the spending authority of the Recreation Commission revolving account by \$20,000. RP seconded. Unanimous.

5 Review/Sign Payroll and Bills Payable Warrants

CM moved to sign payroll and vendor warrants. RP seconded. Unanimous.



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

Sue Lisio, *Vice-Chairman*

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

SELECTMEN'S MEETING MINUTES
SEPTEMBER 4, 2012 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

1. The Chairman called the meeting to order at 7:01 PM. Roll call showed Chairman, Nick Thalheimer (NT), Vice-Chairman, Sue Lisio (SL), and Clerk, Robert Plamondon (RP) in attendance.
2. NT gave notice that the meeting is being tape recorded.
3. FY2013 Budget: Discussion regarding the budget deficit of \$417,728

Mr. Sheehan reminded everyone of last week's failed override vote. With the way the regional school agreement is structured Townsend needs to come up with \$417,728. A large part of the budget that was approved in May is really untouchable. Education is about \$9M. Debt service and insurance add up to \$11,300K which leaves \$5M to come up with the money. One piece of good news is our local aid is about the same at \$76 which makes it \$340K that we need to come up with. I realize not every department is the same. Some can manage a 10% cut some would be devastated with a 2% cut. We also have reserves, stabilization and free cash. Stabilization is about \$1M. It is not a good idea to use stabilization or free cash for a recurring cost. I would caution you not to dig too deeply into stabilization because that hole is still there for next year's budget. We can do a combination of cuts and stabilization. People have also suggested another 2 ½ override suggesting people did not know the implications of a failed vote. In terms of process, this follows the standard process of a fall Town Meeting, except that it is more severe than what we usually get. We will develop a plan and present the proposed budget at Town Meeting. I recommend that the BOS not take money here and there from departments. He asked if the Board wishes to use reserves or lean more toward cuts.

A discussion followed about the use of stabilization and its impact on the town's bond rating.

Mr. Sheehan said that our current bond rating is AA2. That is very good as it indicates to potential bond purchasers that we are a good risk and there is a low chance of default. AAA is the best. RP asked what our current free cash is. Mr. Sheehan responded that we carried over a couple hundred thousand last year. We don't have a number for the year that just ended. In stabilization we currently have \$1,086,000. NT said would like to use stabilization as the last resort. RP suggested just going through this as though we have nothing from stabilization or free cash and see where we end up. SL brought up the fact that there are people who are in arrears on their taxes for their homes. They need to pay up and there need to be mandatory payment plans or something. She would like to have that put on the list of things that need to be looked at. Another thing is to cut budgets. Delinquent taxes

should be considered as well as increasing fees. Pay as you go for rubbish pick up is another way to reduce the budget.

Audience participated in discussion about the use of raising fees, the unemployment ramifications that come with layoffs, and trash pickup.

David Profit pointed out that the town had the same situation in 1991 and 1992. The Police Department is not even back to where we were then. The community – public services; police, fire, library services have been bare bones for many years. Nobody can afford to cut budgets without drastically affecting their services. Back then we cut 32 town employees. He feels this year should be taken care of through stabilization. He feels trash pickup should be the target. If it means a potential override next year, then that should be considered. The voters were clear, but that shouldn't affect public service. This isn't what the voters anticipated. They thought the other towns would follow suit.

SL asked how much time there is to agree on a new budget. Mr. Sheehan answered that we have until December. We have to have a balanced budget before we can set the tax rate and we do that then. We don't have to convene a town meeting in 15 days to resolve this. Typically we have done it in October. It gives us time to get things straight and time to get our tax rate set within the parameters. NT would like to see it done sooner rather than later only because we are running at a deficit and it will have double impact. Mr. Sheehan assured the BOS that discretionary spending can be curtailed in order to maintain flexibility for what comes down the road. NT asked how to get started. He confirmed that essentially everything has to be looked at. RP agreed that trash does become an easy target, but remembers there being a successful 2 ½ override for trash. SL reiterated that the town is now in a situation where we have to cut services that were very carefully planned. This is not a crazy budget. Now we have to cut it. The people obviously don't want their taxes to go up. They probably don't want their fees to go up so we'll cut. As far as I'm concerned, nothing is off limits. I want us to look at delinquent taxes. I want us to look at the rubbish contract and any recommendations that anyone has for fees that could be increased. RP asked for an estimate of the delinquent taxes. Mr. Sheehan estimated it to be more than \$500K. He stated his concern that people leave the meeting tonight saying trash is going to be cut. Trash is being talked about because it is a big component of our budget.

David Profit suggested supplementing this year with stabilization and have a plan for FY14.

RP pointed out that it would be about a 30-34% decrease in stabilization. NT said if it falls to less than 5% it would change our bond rating so you're only looking at about \$250K before the bond rating suffers.

Discussion on various stimulus packages for schools.

SL pointed out the BOS had previously talked about potentially cutting hours at Town Hall. That should be added to the list of things to look at. Mr. Sheehan should meet with the department heads and brainstorm. RP feels the results of the election with a margin of 270 votes or so are clear. Whether or not a majority understood the consequences, the decision has been made and the BOS should act in a manner that is consistent with that and logically consider all of the options to come up with a budget that does the least amount of damage possible. SL thinks this is a wonderful lesson in the laws of civics and civic involvement. Mr. Sheehan should have a proposal back to us for the next meeting. RP would like Mr. Sheehan to include a review of the trash contract.

4. Board of Selectmen Updates/Reports

None

5. Town Administrator Updates/Reports

Mr. Sheehan received a request from the town of Ayer to write a letter in support of a grant for a parking facility for the commuter rail line. RP moved to authorize the Town Administrator to write a letter of support to the town of Ayer for the aforementioned grant application. SL seconded. Unanimous.

6. Review/Sign Payroll Warrant and Bills Payable Warrant

RP moved to sign warrants out of session. SL seconded. Unanimous.

7. Other items not reasonably anticipated by the Chairman

RP moved to sign warrants out of session. SL seconded. Unanimous.

RP moved to adjourn at 7:58 PM. SL seconded. Unanimous.



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2.1

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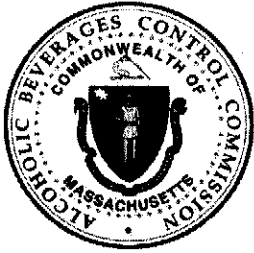
**TOWN OF TOWNSEND
LEGAL NOTICE
PUBLIC HEARING**

The Board of Selectmen will conduct a public hearing on Tuesday, December 3, 2013 at 7:05P.M., at Town Hall, 272 Main Street, Townsend, Massachusetts for the purpose of determining the percentages of the local tax levy to be borne by each class of property for the Fiscal Year 2014. This hearing is in compliance with M.G.L. Chapter 40, Section 56. Members of the public may present verbal or written comments prior to or at the hearing.

Please publish in the *Townsend Times* on November 22 and November 29.

Please bill to: Board of Selectmen
272 Main Street
Townsend, MA 01469

P: 978-597-1700
F: 978-597-1719



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3.1

The Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
Boston, MA 02114

Steven Grossman
Treasurer and Receiver General

Kim S. Gainsboro, Esq.
Chairman

TO: Local Licensing Authorities

FROM: Ralph Sacramone, Executive Director

RE: Population Estimates for Seasonal Licenses in 2014

DATE: October 18, 2013

Your attention is directed to M.G.L. Ch. 138 §17, which provides that an estimate of temporary increased resident population shall be made prior to March first, in any year. This population estimate is used to establish a quota of seasonal package goods stores licensed under M.G.L. c. 138 §15. Enclosed is a form to be used for this purpose.

Please complete and return the enclosed form to this office by March 31, 2014. You should be aware that in the absence of this estimate, no seasonal package store license may be granted.

If you have any questions regarding this information or process, please contact Patricia Krueger at ext. 718 or Ralph Sacramone at ext. 731



The Commonwealth of Massachusetts
The Alcoholic Beverages Control Commission
FORM - 43

32

1281600014 License Number TOWNSEND City/Town 11/21/2013 Date

Type of Transaction (please check all relevant transactions)

- | | | |
|---|---|--|
| <input type="checkbox"/> New License | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Pledge of License |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alter Premises | <input type="checkbox"/> Other (Specify) |

SEASON'S PALACE #3, INC Name of Licensee 043101561 FID of Licensee

YEE'S VILLAGE DBA _____ Manager

350 MAIN STREET Address: Number TOWNSEND Street 01469 Zip Code

ANNUAL Annual or Seasonal ALL ALCOHOL Category: All Alcohol, Wine & Malt, Wine only, Malt only RESTAURANT Type: Restaurant, Club, Package Store, ect.

Description of Licensed Premises:
KITCHEN AREA/WALK IN COOLER, FRONT STORAGE CLOSET, PORCH DINING AREA + RECEPTION AREA. REAR STORAGE, DINING AREA, LOUNGE DINING AREA.

Application was filed 11/21/2013 2:00pm Date/time Advertised N/A Date and Publication

Abutters Notified YES NO N/A

Person to contact regarding this transaction:

NAME: KARIN CANFIELD MOORE

ADDRESS: 272 MAIN STREET, TOWNSEND, MA 01469

PHONE NUMBER/EMAIL ADDRESS: 978-597-1700X1719 kcanfield@townsend.ma.us

REMARKS: _____

THE LOCAL LICENSING AUTHORITIES
BY: Townsend Board of Selectmen

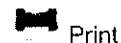
Alcoholic Beverages Control Commission
EXECUTIVE SECRETARY

REMARKS: _____

3.3

Business Name	License
Townsend Sales & Service	Class I
Baro's Used Cars	Class II
Country Auto Sales & Service	Class II
Harbor Auto Body	Class II
Shepherd's Sales & Service	Class II
Joe's Auto Body	Class III
MJS Metals	Class III
Alliance Energy, LLC	Common Victualler
Bailey's Bar & Grille, LLC	Common Victualler
Bailey's on the Green	Common Victualler
Brick Steamer, LLC	Common Victualler
Catalano Enterprises (DD)	Common Victualler
Cliff's Café & Catering	Common Victualler
Courtney's Donuts LLC (DD)	Common Victualler
Energy To Go	Common Victualler
Gourmet Donuts	Common Victualler
Gourmet House	Common Victualler
Grovercare Inc	Common Victualler
Hannaford	Common Victualler
McDonald's Restaurant	Common Victualler
McNabb's Pharmacy, Inc	Common Victualler
Patriot Pizza	Common Victualler
Pizza Pizzaz	Common Victualler
Sophia's Pizzeria	Common Victualler
South Fitchburg Hunting & Fishing Club	Common Victualler
The Ice Cream Factory	Common Victualler
The Old Brick Store	Common Victualler
The Townsend House	Common Victualler
Townsend Pizza, Inc	Common Victualler
Townsend Rod & Gun Club	Common Victualler
VFW Post #6538	Common Victualler
Yee's Village	Common Victualler

Business Name	License
Bailey's Bar & Grille, LLC	On Premises Alcohol
Bailey's on the Green	On Premises Alcohol
Gourmet House	On Premises Alcohol
The Townsend House	On Premises Alcohol
VFW Post #6538	On Premises Alcohol
Yee's Village	On Premises Alcohol
The Wine Nook	All Alcohol Package
Townsend Package Store	All Alcohol Package
The Old Brick Store	Wine & Malt Package
Bailey's Bar & Grille, LLC	Entertainment
Bailey's on the Green	Entertainment
The Townsend House	Entertainment
VFW Post #6538	Entertainment
Yee's Village	Entertainment
Yee's Village	Special Entertainment
Bailey's Bar & Grille, LLC	Sunday Entertainment
Bailey's on the Green	Sunday Entertainment
VFW Post #6538	Sunday Entertainment



PART I ADMINISTRATION OF THE GOVERNMENT
(Chapters 1 through 182)

TITLE XX PUBLIC SAFETY AND GOOD ORDER

CHAPTER 138 ALCOHOLIC LIQUORS

Section 33B Sales of alcoholic beverages by on-premise licensees on Sundays and certain legal holidays; sales between 10:00 A.M. and 12:00 noon

Section 33B. The local licensing authority of any city or town which accepts this section may authorize licensees under section twelve to sell alcoholic beverages between the hours of 10:00 a.m. and 12:00 noon on Sundays, the last Monday in May and on Christmas day or on the day following when said day occurs on Sunday.

RE: SUNDAY HOURS FOR ON-PREMISES
LIQUOR ESTABLISHMENTS

3.4

**INTERMUNICIPAL AGREEMENT
FOR THE SALE OF NET METERING CREDITS
BETWEEN THE TOWNS OF LUNENBURG AND TOWNSEND**

THIS AGREEMENT (the "Agreement") entered into this day of July 2013 ("Effective Date"), by and between the Town of Lunenburg, 17 Main Street, Lunenburg, MA 01462, and Town of Townsend, 272 Main Street, Townsend, MA 01469, each a municipal corporation and political subdivision of the Commonwealth of Massachusetts acting through its Board of Selectmen. Lunenburg and Townsend are referred to singly as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, Lunenburg has entered into a Net Metering Power Purchase Agreement ("PPA") with NuGen Capital Management LLC ("Nugen") pursuant to which Lunenburg will purchase from Nugen of all the "Net Metering Credits" (as defined in 220 CMR 18.00) generated by a solar photovoltaic facility ("Solar Facility") to be financed, constructed, owned, operated and maintained by Nugen on private property located in Lunenburg, Massachusetts;

WHEREAS, the nameplate capacity of the Solar Facility is anticipated to be up to, and no larger than, approximately 2.5 megawatts or "MW" (alternating current, or "AC"), and is expected to generate more than 1,000,000 kilowatt hours of electricity (and more than 1,000,000 Net Metering Credits) per year per MW of capacity;

WHEREAS, it is intended by Lunenburg, Nugen and Townsend that the Solar Facility shall qualify as a Net Metering Facility of a Municipality or Other Governmental Entity under 220 CMR 18.00;

WHEREAS, as a means of promoting renewable energy and reducing energy costs, Townsend desires to purchase from Lunenburg, and Lunenburg desires to sell to Townsend, Net Metering Credits, if any, that are generated by the Solar Facility and that are in excess of Lunenburg's ability to use such Net Metering Credits to offset its electricity charges up to but not to exceed an amount of Net Metering Credits that Townsend may use to off-set its electricity charges; and

WHEREAS, the Parties are authorized to enter into this Agreement by Section 4A of Chapter 40 of the Massachusetts General Laws.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth and such good and valuable consideration the receipt and sufficiency of which the Parties acknowledge, the Parties, each intending to bind itself, its representatives, successors, and assigns, do mutually agree as follows:

**ARTICLE I
DEFINITIONS AND INTERPRETATIONS**

1.1 Definitions. For all purposes of this Agreement, the terms capitalized and used in this Agreement shall have the meanings set forth in the PPA, a copy of which is attached hereto as **Exhibit A**. Any terms not defined in the PPA but used in this Agreement shall be interpreted in accord with their ordinary meanings.

ARTICLE 2
TERM; CONDITIONS PRECEDENT; EARLY TERMINATION

2.1 Term. The term of this Agreement (the "*Term*") shall commence as of the Effective Date and, unless terminated earlier pursuant to Section 2.2 of this Agreement, shall remain in effect until the 20th anniversary of the Commercial Operations Date, but in no event longer than 25 years (or such longer period if permitted) under G.L. c. 40, § 4A.

2.2 Early Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated prior to the expiration of the Term for any of the following reasons:

- (a) by either Party upon 30 days written notice if the PPA has been terminated (after expiration of any and all cure periods contained in the PPA or any related agreement signed by Lunenburg);
- (b) by Lunenburg upon 30 days written notice if Townsend fails to pay amounts due for Net Metering Credits, unless such payment is made within such 30-day period; and
- (c) by either Party upon 30 days written notice in the event of a material default by the other Party, unless such default is cured within such 30-day period.

ARTICLE 3
INSTALLATION OF SOLAR FACILITY

3.1 Installation of Solar Facility. The Parties to this Agreement acknowledge that, pursuant to the PPA, NuGen is solely responsible to finance, permit, construct, own, operate and maintain the Solar Facility, and to pay all costs associated therewith.

3.2 Notice of Commercial Operation. Lunenburg shall notify Townsend when, if at all, Lunenburg receives notice from Nugen of the date on which the Solar Facility has achieved Commercial Operation, which shall be deemed the Commercial Operation Date.

ARTICLE 4
PURCHASE AND SALE

4.1 Purchase and Sale of Net Metering Credits.

- (a) During the Term of this Agreement, if and when Lunenburg determines that the Net Metering Credits generated by the Solar Facility will substantially exceed its capacity to use such credits (i.e., the annual value of Net Metering Credits generated by the Solar Facility will substantially exceed the annual amount of Lunenburg's Local Utility charges that are eligible to be offset by such credits) and are available for sale to Townsend pursuant to this Agreement, it shall, subject to the timely cooperation of NuGen and Townsend as well as to the approval of the Local Utility, amend the Schedule Z filed with the Local Utility for the Solar Facility to insert thereon the Townsend Accounts, as defined in Section 4.3, to which any excess Net Metering Credits, as determined by Lunenburg, shall be allocated by the Local Utility.
- (b) For each excess Net Metering Credit allocated to Townsend under Section 4.1(a), Townsend shall pay a price per kilowatt hour ("kWh") equal to 85 percent (85%) of the

dollar value of a Net Metering Credit during the relevant monthly billing period (the "Price").

- (c) Title to and risk of loss of the Net Metering Credits purchased by Townsend shall pass to Townsend if and when the Net Metering Credits are allocated by the Local Utility to the Townsend Accounts.
- (d) Townsend understands and acknowledges that Nugen does not guarantee in the PPA that the Solar Facility will generate a specific quantity of Net Metering Credits, and that the quantity of Net Metering Credits so generated may vary substantially from year to year. Townsend understands and agrees, therefore, that it is not purchasing, and Lunenburg is not obligated to sell, any Net Metering Credits, but only the quantity of Net Metering Credits, if any, that exceed Lunenburg's capacity to use such Net Metering Credits and are available for sale hereunder, as determined by Lunenburg.
- (e) Townsend understands and acknowledges that, other than as set forth in Section 4.3, with respect to the filing of a Schedule Z with the Local Utility, Net Metering Credits will be allocated to the Townsend Accounts, if at all, by the Local Utility if and after the Schedule Z has been amended; that the amending of the Schedule Z depends upon, among other things, Townsend providing Lunenburg with the Townsend Accounts; that the components of Net Metering Credits are established by regulation, and the value of such credits will fluctuate over time; that any Net Metering Credits allocated to the Townsend Accounts will appear on the monthly utility bills for the Townsend Accounts as a total monetary amount, not as a quantity of Net Metering Credits; and that, in order to determine the quantity of Net Metering Credits received from the Local Utility, Townsend must convert such monetary amount to Net Metering Credits (by dividing the monetary amount appearing on each monthly utility bill by the value of a single Net Metering Credit during the relevant billing period).
- (f) In addition, and notwithstanding anything to the contrary in this Agreement, the obligation of Lunenburg to deliver and sell Net Metering Credits to Townsend is subject to the same limitations, qualifications, restrictions, and conditions to which Nugen's obligation to sell Net Metering Credits to Lunenburg is subject, including, but not limited to, those set forth in Section 3.1 (Early Termination), Article 9 (Disclaimer of Warranties), Article 10 (Force Majeure), and Section 13.12 (Obligation to Modify Agreement Pursuant to Actions by Governmental Authority) of the PPA.

4.2 Municipality or Other Governmental Entity. Townsend understands and agrees that, upon execution of this Agreement, it shall complete, sign and file with the DPU an "Application of a Municipality or Other Governmental Entity for Net Metering," which may be obtained from the DPU, and at the following link: <http://www.env.state.ma.us/dpu/docs/electric/12-01/7912dpuordapc.pdf> Townsend understands and acknowledges that its status as a Municipality or Other Governmental Entity, as approved by the DPU, is required by and an essential condition of this Agreement and the PPA. Therefore, following approval by DPU of Townsend's application, Townsend shall do all things, execute all documents, and provide all information required by the DPU to maintain Townsend's status as a Municipality or Other Governmental entity for Net Metering.

4.3 Schedule Z. If and at such time as excess Net Metering Credits are available for allocation to Townsend, upon request of Lunenburg, Townsend shall provide Lunenburg with the accounts and account information for the municipal utility accounts to which Townsend desires to allocate the Net Metering Credits purchased hereunder (the "Townsend Accounts"). Lunenburg shall direct Nugen to include such accounts on the Schedule Z to be filed with the Local Utility, or if such

schedule had already been filed, to amend the existing Schedule Z subject to approval of the Local Utility. Townsend shall cooperate with Lunenburg, Nugen and the Local Utility in connection with the completion and filing of the Schedule Z with the Local Utility. Townsend understands, acknowledges and agrees that only Townsend municipal accounts may be listed on the Schedule Z, and that the listing of any non-municipal accounts may cause the loss of the Solar Facility's status as a Net Metering Facility of a Municipality or Other Governmental Entity, which could result in significant damages to Lunenburg and/or Nugen, including a reduction in the value of each Net Metering Credit generated by the Solar Facility. Townsend thus agrees that the Townsend Accounts shall include only municipal utility accounts. Townsend further understands and acknowledges that the Schedule Z may be amended if only if, and only to the extent, allowed by the Local Utility, which currently allows a Schedule Z to be amended no more than twice per year.

4.4 Maximum Financial Liability of the Parties Pursuant to G.L. c. 40, § 4A. This Agreement is not intended to impose any financial liabilities on the Parties other than as expressly set forth herein.

ARTICLE 5 BILLING & ACCOUNTING; PAYMENT DISPUTES

5.1 Billing.

(a) Invoicing. If any Net Metering Credits are allocated to Townsend under this Agreement, at the commencement of such allocation, Townsend shall, on a monthly basis, furnish to Lunenburg copies of all monthly utility bills received by Townsend from the Local Utility for the Townsend Accounts promptly after such bills are received by Townsend, or shall cause the Local Utility to so provide copies of such bills to Lunenburg. If and as the Local Utility allocates Net Metering Credits generated by the Solar Facility to the Townsend Accounts, Lunenburg shall provide Townsend a monthly invoice for the Net Metering Credits so allocated. The monthly invoice shall be delivered to Townsend following Lunenburg's receipt of an invoice from Nugen for the Net Metering Credits generated by the Solar Facility for the relevant month. Townsend shall pay each invoice within 30 days of its receipt of an invoice.

(b) Interest. Payments due but not paid within 60 days of Townsend's receipt of an invoice from Lunenburg shall bear interest at Interest Rate.

(c) Payments in Lieu of Credits. In the event that the Local Utility elects to make payments to Lunenburg in lieu of providing Net Metering Credits under 220 CMR 18.00, Lunenburg will request the Local Utility to pay to Townsend the share of such payment due to Townsend for any Net Metering Credits allocated to Townsend under this Agreement. If the Local Utility makes payment to Lunenburg for all or part of the Net Metering Credits intended to be allocated to the Townsend Accounts according to the Schedule Z, Lunenburg shall turn such payment over to Townsend less amounts owed to Lunenburg by Townsend for the purchase of the Net Metering Credits that correspond to the Local Utility's payment, subject, if required by law, to any governmental approvals relating to the disbursement of public funds.

5.2 Accounting.

(a) Utility Account and Billing Information. Townsend shall promptly furnish to Lunenburg such utility account and billing information concerning any allocation of Net Metering Credits to the Townsend Accounts as may be required by Lunenburg, Nugen or the Local Utility. The Parties shall cooperate with each other, Nugen and the Local Utility regarding the invoicing and

allocation of Net Metering Credits and shall assist each other in obtaining any relevant information from the Local Utility.

(b) Records Under G.L. c. 40, § 4A. The Parties shall keep comprehensive and accurate records of services performed, payments made, and costs incurred under this Agreement. Each Party shall have the right at reasonable times to examine the records maintained by the other. The Parties shall also cooperate with each other to prepare regular audits of such records as required by G.L. c. 40, § 4A.

(c) Financial Statements Under G.L. c. 40, § A. The Parties shall cooperate with each other to prepare periodic financial statements as required by G.L. c. 40, § 4A, and to comply with all other provisions of that law.

5.3 Payment Disputes. In the event Townsend disputes all or any part of an invoice submitted by Lunenburg, it shall notify Lunenburg of the amount disputed and the grounds for the dispute within 60 days of its receipt of the invoice. The Parties shall attempt in good faith to resolve the dispute. If the dispute is raised before the date on which payment is due under the relevant invoice, Townsend shall pay the undisputed portion on the date payment is due and may withhold the disputed portion pending resolution of the dispute. The Parties shall in good faith negotiate and exchange relevant information to resolve the dispute, and they shall cooperate with each other to communicate and exchange information with Nugen and the Local Utility. If despite such good faith negotiations the Parties are unable to resolve the dispute within a period of forty-five (45) days (or such longer period if and as the Parties may agree), either Party may exercise any rights available under this Agreement, at law or in equity. Upon resolution of the dispute, any payment due and owing shall be paid by the Party that owes it within five (5) Business Days of the date of resolution along with interest at the Interest Rate from the date such payment was originally due to the date such payment is actually received by the Party owed. In addition, Townsend agrees to cooperate with Lunenburg in connection with disputes between Lunenburg and Nugen to the extent such disputes relate to Net Metering Credits allocated to the Townsend Accounts.

ARTICLE 6 TITLE TO ENVIRONMENTAL ATTRIBUTES

The Parties acknowledge that the Environmental Attributes generated by the Solar Facility, which do not include Net Metering Credits, shall remain the property of NuGen. The Parties acknowledge and agree that such Environmental Attributes may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise transferred or disposed of by NuGen in its sole discretion and for its sole benefit.

ARTICLE 7 ASSIGNMENT

7.1 No Assignment Without Permission. Neither Party may assign, subcontract or delegate its rights, privileges or obligations under this Agreement without the prior written consent of the other Party.

ARTICLE 8 CERTAIN REGULATORY CHANGES

Townsend understands and acknowledges that, under Article 8 (Certain Regulatory Changes) of the PPA, Lunenburg is required to negotiate with Nugen to amend the PPA in the event of the implementation by a Governmental Authority of any law, rule or regulation, or the administration or

interpretation thereof by a court or the Massachusetts Department of Public Utilities or the Local Utility, that materially restricts the ability to deliver electricity generated by the Solar Facility to the Local Utility, or Lunenburg's ability to receive, use or allocate to its accounts with the Local Utility, Net Metering Credits generated by the Solar Facility, or causes the Solar Facility to be disqualified as a Net Metering Facility of a Municipality or Other Governmental Entity under the Net Metering Rules. In such event, Townsend agrees to negotiate, in good faith, to amend this Agreement to conform the Agreement to any amendments to the PPA. Townsend understands and agrees that, if Lunenburg and Nugen are unable to negotiate an amendment to the PPA, Lunenburg or Nugen may terminate the PPA in accordance with Article 8, in which event this Agreement may be terminated by either Party in accordance with Section 2.2(a), above.

ARTICLE 9 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Townsend to: Town Manager & Board of Selectmen
~~Townsend~~ Town Hall
272 Main Street
Townsend, MA 01469

if to Lunenburg to: Town Manager & Board of Selectmen
Lunenburg Town Hall
17 Main Street
Lunenburg, MA 01462

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set above; (ii) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth above; or (iii) if by overnight Federal Express or other reputable overnight express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth above. Any Party may change its address and contact person for the purposes of this Article by giving notice thereof in the manner required herein.

ARTICLE 10 MISCELLANEOUS

10.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

10.2 Waiver. No waiver by any Party of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

10.3 Cooperation. Each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use its best efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often require the assistance and cooperation of the other Party. Each Party therefore agrees that, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, it will, at all times during the Term, cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

10.4 Severability. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

10.5 Headings. The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.

10.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

10.7 Further Assurances. The Parties shall execute and deliver such documents and perform such further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

10.8 No Third Party Beneficiaries. The Parties agree that this Agreement is for the benefit of Lunenburg and Townsend only, and that there are no intended third party beneficiaries to or under this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

TOWN OF TOWNSEND, BY AND THROUGH ITS BOARD OF SELECTMEN

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

TOWN OF LUNENBURG, BY AND THROUGH ITS BOARD OF SELECTMEN

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

By: _____
Name:

Andy Sheehan

From: Carla Walter <cwalter@townsend.ma.us>
Sent: Wednesday, November 13, 2013 10:24 AM
To: asheehan@townsend.ma.us
Cc: chris.genoter@natca.net; irene Congdon; emily.martin@state.ma.us
Subject: SMRP Grant
Attachments: SMRP Grant 2013.pdf

3.5

Greetings Andy,

Attached please find the signed grant agreement that was approved at the Board meeting yesterday, November 12, 2013.

As you will note, we will be looking into purchasing the 3 to 4 bottled recycling containers to be used in the municipal buildings and special events. We are also considering educating the public on the benefits of composting and signage for the Recycling Center.

Please let me know when this will be placed on the Select Board's agenda and if you have any questions.

Thank you for your continued support.

Best,
Carla

This electronic message is confidential and intended for the named recipient only. Any dissemination, disclosure or distribution of the contents of this communication is unlawful and prohibited. If you have received this message in error, please contact by return email or telephone (978-597-1713), and delete the copy you received. Thank you.



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

DEVAL L. PATRICK
Governor

RICHARD K. SULLIVAN JR.
Secretary

KENNETH L. KIMMELL
Commissioner

October 29, 2013

Ms. Sue Lisio
Chair, Board of Selectmen
Town of Townsend
272 Main Street
Townsend, MA 01469

Dear Ms. Lisio,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Townsend a Sustainable Materials Recovery Program Municipal Grant. The Town of Townsend will receive up to \$750 for a Targeted Small Scale Initiative.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The SMRP solicitation, issued April 1, 2013, offered funding to cities, towns and regional entities - as well as certain non-profit organizations that provide services to them - for recycling, composting, reuse and source reduction activities that will increase diversion of municipal solid waste and household hazardous waste from disposal. MassDEP received applications from 144 municipalities, regional groups and non-profits. With \$3.2 million in requested funds, the evaluation and award process was extremely competitive.

The terms and conditions of your grant are outlined in the attached document, which contains key dates and deadlines specific to your award. This information has also been provided to the municipal recycling contact copied below. Should you have any questions, please call Tina Klein at (617) 292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

Kenneth L. Kimmell
Commissioner

cc: Carla Walter, Administrative Assistant, BOH



Checklist for Small-Scale Initiatives Grant Award

Name of Municipality: _____

Instructions:

- Note the following deadlines and requirements for this grant.
- Complete Section 6 of the Grant Agreement (enclosed with award letter and sent to your municipal Recycling Contact) and return a signed original to Tina Klein, MassDEP no later than Feb. 1, 2014.
- Expend funds as specified in your Grant Agreement.
- Submit an invoice to MassDEP, for reimbursement of grant expenditures.

All funds must be spent and invoices received by MassDEP by June 30, 2014.

STEP ONE: Use of Grant Funds

Section 6 of the enclosed Grant Agreement requests information on how your municipality intends to spend its Small Scale Initiative grant funds. Please select one of the two options listed in the Grant Agreement. If you select option 2, you must contact Tina Klein (contact info below) to obtain approval for the proposed use of funds, prior to returning the Grant Agreement.

STEP TWO: Grant Agreement

The Grant Agreement must be signed by one of the individuals listed on page 1 of the Authorized Signatory Listing form, which your municipality filed with MassDEP. For reference, a copy of your Authorized Signatory Listing has been sent to your municipal Recycling Contact. Return the signed original Grant Agreement to the address listed below, no later than February 1, 2013.

Contact Emily Martin with any questions: 617-348-4004 or Emily.Martin@state.ma.us

Return completed documents to:

Tina Klein
MassDEP, Consumer Programs
One Winter Street, 7th Floor
Boston, MA 02108

**GRANT AGREEMENT
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")**

AND THE Town of Townsend ("Grantee")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Town of Townsend a Sustainable Materials Recovery Program Grant for Small Scale Initiatives ("Grant") valued at up to \$750. The Town of Townsend shall comply with the specific terms and conditions described below in the performance of the Grant.

RESPONSIBILITIES OF THE GRANTEE

1. Authority: The Signatory of this Grant Agreement is authorized by the governing body of the Grantee to enter into this Grant Agreement on behalf of the Grantee and accept and utilize this Grant.
2. Commonwealth Terms and Conditions: The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee's executed Master Service Agreement #EQEP02C/D.
3. Failure to Comply: If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities identified in this Grant Agreement, then, at the election of MassDEP: (a) the Grantee shall repay the grant funds to MassDEP within 90 days; (b) title to all grant materials purchased with these grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Grantee shall follow the instructions of MassDEP regarding possession of the grant materials. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. Recycling in Practice: The Grantee has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. Buying Recycled Products: The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy.
6. Use of Grant Funds: Indicate below how grant funds will be used (choose only one).
 - Grant funds will be spent on one or more of the following pre-approved expenses:
 - a. Compost bins and kitchen scrap buckets
 - b. Recycling bins**
 - c. Public space and outdoor event recycling containers
 - d. Recycling outreach and educational materials
 - e. Mercury, paint, automotive waste collection equipment, and/or
 - f. Purchase and testing of green cleaning products

12. **Addendums:** Should MassDEP award additional grant funds, an addendum to the Grant Agreement shall be provided to the Grantee. The same terms and conditions apply to the addendum.

IN WITNESS WHEREOF, MassDEP and the Grantee hereby execute this Grant Agreement.

COMMONWEALTH OF MASSACHUSETTS

By: _____

**Greg Cooper, Deputy Division Director
Consumer Programs, Bureau of Waste Prevention
Department of Environmental Protection**

(Date)

Town of Townsend

By: *[Signature]* Health Administrator
(Signature and Title)

11/14/13
(Date)

Carla J. Walter
(Print Name)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

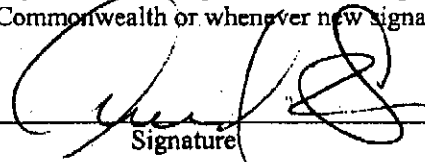
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
ANDREW J. SHEEHAN	TOWN ADMINISTRATOR

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 6/13/12

Title: TOWN ADMINISTRATOR Telephone: 978-597-1700 x1701
Fax: 978-597-1719 Email: ashcehan@townsend.ma.us

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): ANDREW J. SHEEHAN

Title: TOWN ADMINISTRATOR

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Kathleen M. Spofford Kathleen M. Spofford (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

June 13, 2012

My commission expires on: Oct 23, 2015

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20____

AFFIX CORPORATE SEAL

recycle away

Systems & Solutions

757
ro, VT 05302
64-5340
ecycleaway.com

The Big Bottle Recycler

Recycling has never been more fun!



The unique and cost effective Big Bottle Recycler is designed to increase recycling in schools, stadiums, special events, parks, gas stations, large venues, offices, or anywhere bottles and cans are generated. Dynamic graphics communicate your recycling commitment. The Big Bottle is constructed of durable (virtually indestructible) opaque plastic, containing 100% post-consumer waste material in the black units. Take the environmental lead in your market with this attractive, long lasting & durable unit.

Model	Capacity	Dimensions	Color
ORA47100	35 Gal.	20" dia x 57" h	Black
ORA47000	35 Gal.	20" dia x 57" h	Silver



Customize your Bottle!
Green, red and blue standard colors available with minimum order of 100 units.

Custom colors available in minimum orders of 500. Custom logos also available.

Call Recycle Away at 800-669-5340 for pricing.

Also Available in Silver!

TOWN OF TOWNSEND

REQUEST FOR RE/APPOINTMENT TO
BOARD, COMMITTEE OR COMMISSION

4.1

- Name: Janet A. Johnson
First, Middle Initial and Last Name/If registered voter, then as registered.
- Address, including P.O. Box Number (if applicable), Town, Zip Code:
4 Gilchrist Rd
Townsend MA 01469
- Telephone Number: 978-597-8025
- Position: TEMA Member
- Term Expiration Date: June 30, 2016
- Current Term Expiration: -
- Note if filling unexpired term of a former member: -
- Signature of Board, Committee or Commission Chair or designee:
Shirley C. Giff EMD

Please return this form to:

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

TOWN OF TOWNSEND

REQUEST FOR RE/APPOINTMENT TO
BOARD, COMMITTEE OR COMMISSION

- Name: Carolyn A. Upham
First, Middle Initial and Last Name/If registered voter, then as registered.
- Address, including P.O. Box Number (if applicable), Town, Zip Code:
69 Barker Hill Rd
Townsend, MA 01469
- Telephone Number: 978 597-2746
- Position: TEMA member
- Term Expiration Date: June 30, 2016
- Current Term Expiration: -
- Note if filling unexpired term of a former member: -
- Signature of Board, Committee or Commission Chair or designee:
Sullivan C. Cost

Please return this form to:

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