



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

Nicholas Thalheimer, *Chairman*

Sue Lisio, *Vice-Chairman*

Robert Plamondon, *Clerk*

Andrew J. Sheehan,  
*Town Administrator*

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

**SELECTMEN'S MEETING AGENDA**  
**APRIL 9, 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/Approve Meeting Minutes: March 26, 2013. Votes may be taken.

**II APPOINTMENTS /HEARINGS**

- 2.1 Fire Department swearing in and pinning: Fire Chief Don Klein for the swearing in and pinning of John Elliott, On-Call Deputy Fire Chief and Ben Niemiera, Fulltime Firefighter/EMT. Votes may be taken.

**III MEETING BUSINESS**

- 3.1 Capital Plan: Discussion of the Capital Planning Committee's FY14 capital recommendation. Outstanding items include funding for the Building Commissioner's vehicle, West Townsend Reading Room, and integrated finance software. Votes may be taken.
- 3.2 Approve write-offs of ambulance billings. Votes may be taken.
- 3.3 Conservation Agent: review of consolidated job description. Votes may be taken.
- 3.4 Purchase & Sale Agreement: Vote to sign purchase & sale agreement for acquisition of property on Highland Street. Votes may be taken.
- 3.5 Sign warrants for April 30, 2013 Town Election and U.S. Senate Primary elections. Votes may be taken.
- 3.6 Accept gift of copier/printer from Daniel Jones of Inov8 Design to the Townsend Public Library. Votes may be taken.
- 3.7 Approval of Chapter 90 reimbursement requests for the following. Votes may be taken.
  - \$5,567.92 for repairs at the intersection of North End Road and Brookline Road.
  - \$4,827.90 for purchase of a plate compactor.
- 3.8 Charter Amendments and Financial Management Review: Continuation of discussion of Charter amendments including conversion of elected positions to appointed. Votes may be taken.
- 3.9 Annual Town Meeting: review and discussion of draft warrant. Votes may be taken.
- 3.10 Intermunicipal agreement. Review and approve intermunicipal agreement with the Town of Dunstable for shared accounting services. Votes may be taken.
- 3.11 Hawthorne Brook Middle School septic system construction: update on cost and borrowing. Votes may be taken.
- 3.12 One Day Special License: Approve one-day license for John Fors, VFW Post 6538 for a Jack & Jill Party on May 11, 2013 from 8PM to 12AM. Votes may be taken.

3.13 FY14 Budget. Discussion of FY14 budget. Votes may be taken.

**IV APPOINTMENTS OF PERSONNEL/OFFICIALS**

4.1 Vote to approve the hiring of Susan Bresnick as Department Assistant to the Town Accountant, effective April 9, 2013. Votes may be taken.

4.2 Vote to appoint Kevin Smith to the Town Properties Committee with a term from April 9, 2013 to February 28, 2014. 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



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1.4

Nicholas Thalheimer, *Chairman*  
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Office (978) 597-1700  
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**SELECTMEN'S MEETING MINUTES**  
**MARCH 26, 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 Chairman, Nicholas Thalheimer (NT); Vice-Chairman, Sue Lisio (SL); and Clerk, Robert Plamondon (RP) in attendance.
- 1.2 NT gave notice that the meeting is being tape recorded.
- 1.3 The Chairman noted the additions of: 3.9 - Grant acceptance: Vote to accept grant from the Community Foundation of North Central Massachusetts and Greater Lowell Community Foundation in the amount of \$11,600 for the Meal Site Manager and Outreach Coordinator at the Senior Center; 3.10 - Vote to increase Snow & Ice deficit authorization to \$180,000; 3.11 - Hawthorne Brook Middle School septic system construction: notification of authorization to borrow; and 4.3 - Vote to appoint Mary Jane O'Hara as a registrar to fill a term from April 1, 2013 to March 31, 2014.
- 1.4 Review/Approve Meeting Minutes: March 12, 2013. Motion was made by RP to approve meeting minutes of March 12, 2013. SL seconded. Unanimous.

**III MEETING BUSINESS**

- 3.1 Per Diem Librarian I: request to create new position. Stacy Schuttler, Library Director, is requesting approval to create a new per diem position to give flexibility for covering vacant shifts when people are on vacation or out sick. The per diem position will be used only as needed and there is no need for increased funding. She added that circulation has more than doubled since 2008. RP moved to approve. SL seconded. Unanimous.
- 3.2 Summer Recreation Seasonal Workers: Request to amend job descriptions. Emy Hoff, Recreation Director: summer counselor job descriptions need to be revised as noted. RP moved to approve. SL seconded. Unanimous.
- 3.3 Deputy Chief of Police: Vote to revise job description consistent with the recently negotiated contract. RP moved to approve. SL seconded. Unanimous.

**IV APPOINTMENTS OF PERSONNEL/OFFICIALS**

- 4.1 Vote to appoint the following to the Town Properties Committee.  
Karen Coughlin, Planning Board  
Karen Chapman, Conservation Commission  
Laurie Shifrin, Board of Assessors  
Andrea Wood, Finance Committee  
Alice Struthers, At Large  
RP moved to appoint those listed to the Town Properties Committee for terms from March 1, 2013 to February 28, 2014. SL seconded. Unanimous.

- 4.2 Vote to appoint Carrin Cullota to the Meeting Hall Gallery Committee with a term from March 26, 2013 to June 30, 2014. RP moved to appoint Carrin Cullota to the Meeting Hall Gallery Committee with a term from March 26, 2013 to June 30, 2014. SL seconded. Unanimous.
- 4.3 Vote to appoint Mary Jane O'Hara as a registrar to fill a term from April 1, 2013 to March 31, 2014. RP moved to appoint Mary Jane O'Hara as a registrar to fill a term from April 1, 2013 to March 31, 2014 subject to agreement. SL seconded. Unanimous.

## **II APPOINTMENTS /HEARINGS**

- 2.1 7:15 Capital Plan: Discussion of the Capital Planning Committee's FY14 capital recommendation and meeting with departments.
- o West Townsend Reading Room Committee: Mr. Sheehan reviewed the monies available for the West Townsend Reading Room. There was an initial Trust of \$10,000 of which \$23,500 is currently available for use. Discussion with Sharon Araujo and Vicki Coppinger of the West Townsend Reading Room Committee on the needs of the building and costs involved led to the possibility of the Committee providing some funds for the repairs needed. The issue will remain open until there are more specific figures.
  - o Building Commissioner Richard Hanks: Discussion regarding replacement of his town vehicle. He uses the current vehicle 9,800 miles/year plus 4,000 miles to and from home. The Board and Mr. Hanks discussed the options of paying mileage for him to use his personal vehicle, an increased mileage stipend, and purchasing a fuel-efficient used vehicle for around \$15,000. These options will be explored before a decision is made.
- RP addressed the Capital Planning Committee's decision-making process and stressed the need for the finance software purchase in FY14.
- 2.2 7:30 Conservation Commission: Request to add an article to the Annual Town Meeting warrant. Leslie Gabrielska, Conservation Agent: Requests permission to add an article to the Annual Town Meeting warrant to accept the donation of four acres of property to conservation to preserve it into perpetuity. The Board of Selectmen will have to sponsor the article if the current owner gets approval of ANR.

## **III MEETING BUSINESS (continued)**

- 3.4 Charter Amendments and Financial Management Review: Continuation of discussion of Charter amendments including recommendations in the Department of Revenue Financial Management Review. Mr. Sheehan touched on the conversion of elected offices to appointed; specifically, but not limited to, the tax collector position. Town Meeting can approve it by a simple majority then a home rule petition needs to be sent to the legislature. Sometimes after it goes to the legislature it comes back for a ballot vote, but that is not a requirement. The current tax collector would serve out the remainder of her term before the change would take place. Mr. Sheehan is waiting for language from Town Counsel for the warrant article. SL moved to put an article on the Town Meeting warrant to change the Tax Collector position in the Charter from an elected to an appointed position. RP seconded. Unanimous.
- 3.5 Annual Town Meeting: review and discussion of draft warrant. Mr. Sheehan said it just needs to be finalized. He met with the moderator about the revised format. He did not express any concerns.
- 3.6 Approve 1 day special license for John Fors of VFW Post 6538 for a Retirement Party on April 6, 2013 from 6PM-10PM. RP moved to approve. SL seconded. Unanimous.
- 3.7 Non-union employee classifications: Update on Highway Superintendent, Conservation Agent, and stipend positions.
- The Highway Superintendent handles all clerical and administrative duties of the office and has done so since the administrative assistant retired. The administrative portion of

his job skewed his placement on the classification matrix. He is currently at the top of his grade.

- The Conservation Agent also an administrative position. Mr. Sheehan has drafted a job description to merge the two jobs.
  - When the classification plan went into effect there was no adjustment for stipend employees. A 2 ½% increase would amount to around \$1,500.
  - In response to a question, Mr. Sheehan said there are a couple of ways to address increases: by granting step increases, granting cost of living adjustments, and by adjusting the entire classification schedule by a percentage. He suggested increasing the scale by 2 ½ percent which is equal to a step. This would also have the effect of giving an increase to employees who are at the top step. The Board members agreed to increase the compensation schedule by 2 ½% effective July 1, 2013.
- 3.8 Grant acceptance: Vote to accept Emergency Management Planning Grant in the amount of \$2,900 from the Massachusetts Emergency Management Agency. RP moved to accept Emergency Management Planning Grant in the amount of \$2,900 from the Massachusetts Emergency Management Agency. SL seconded. Unanimous.
- 3.9 Grant acceptance: Vote to accept grant from the Community Foundation of North Central Massachusetts and Greater Lowell Community Foundation in the amount of \$11,600 for the Meal Site Manager and Outreach Coordinator at the Senior Center. Mr. Sheehan noted that this grant was accepted a couple of meetings ago, but it was not clear at that time that the grant also included a component for an outreach coordinator. RP moved to accept grant from the Community Foundation of North Central Massachusetts and Greater Lowell Community Foundation in the amount of \$11,600 for the Meal Site Manager and Outreach Coordinator at the Senior Center. SL seconded. Unanimous.
- 3.10 Vote to increase Snow & Ice deficit authorization to \$180,000. RP moved to increase Snow & Ice deficit authorization to \$180,000. SL seconded. Unanimous.
- 3.11 Hawthorne Brook Middle School septic system construction: notification of authorization to borrow. Votes may be taken. Mr. Sheehan explained that the school committee authorized borrowing \$600,000 for this purpose. He will find out what the annual payment will be and whether or not a debt exclusion will be needed.

## **V WORK SESSION**

- 5.1 Board of Selectmen Updates/Reports: SL suggested the Superintendent of North Middlesex Regional School District be approached about giving a report at Town Meeting. There is another vision session scheduled for April 3<sup>rd</sup> at the high school.
- 5.2 Town Administrator Updates/Reports: Mr. Sheehan announced:
- Kathy Jastrab's retirement after 10 years in the accounting office.
  - There will be another Introduction to Local Government next Tuesday in the Meeting Hall.
  - Candidate's Night is Monday, April 8<sup>th</sup> at 7:00PM in the Great Hall. John Barrett will moderate.
  - The local and Senate primary elections will be April 30<sup>th</sup> from 7:00AM to 8:00PM at Town Hall.
- 5.3 Review/Sign Payroll Warrant: RP moved to sign warrants out of session. SL seconded. Unanimous.
- 5.4 Review/Sign Bills Payable Warrant: RP moved to sign warrants out of session. SL seconded. Unanimous.

Meeting adjourned at 9:02PM

3.1

TOWNSEND CAPITAL PLANNING COMMITTEE

PROPOSED FISCAL 2014 PROJECTS AND 5 YEAR  
PLAN

MARCH 4, 2013

COMMITTEE MEMBERS

- Lorna Fredd
- Carolyn Smart
- Colin McNabb
- Andrea Wood
- Bill Roberts
- Richard Oakley
- Roger Rapoza

Attached for your review is the 2014 Capital Improvement Program [CIP], which is comprised of two parts—capital budget and capital program. The capital budget is the upcoming year's recommended spending plan for capital items (tangible assets or projects that cost at least \$10,000 and have a useful life of at least five years). The capital program is a plan for future capital needs that extends four years beyond FY 2014.

Notably absent at this writing is the Committee's recommendation regarding the proposed new Central Fire Station, pending finalization of the feasibility study and identification of the building site. The Capital Planning Committee anticipates a revision to the FY14 budget to incorporate this project upon receipt and review of those details.

It would not have been possible for the CPC to develop project priorities or a meaningful capital budget without significant input from each of the department managers who requested funds, and we thank them for their responsiveness to our numerous requests for information and meeting time.

**RYLA CAPITAL IMPROVEMENT PLAN - ARTICLE**

*CAPITAL  
PLANNING  
COMMITTEE  
Recommendations*

| DEPARTMENT                        | DESCRIPTION OF CAPITAL REQUEST                      | Capital Stabilization | Other  | TOTAL   |
|-----------------------------------|---|-----------------------|--------|---------|
| <b>POLICE DEPT</b>                |   |                       |        |         |
| * Vehicle replacement             | To replace two (2) vehicles                         |                       | 60,000 | 60,000  |
| Generator                         | Replace main generator w/ exterior gas-fueled unit  | 17,000                |        | 17,000  |
| <b>BUILDING DEPT</b>              |   |                       |        |         |
| 4-WD vehicle                      | To replace Explorer w/ 186,000 mi.                  | 25,000                |        | 25,000  |
| <b>FIRE/EMS DEPT</b>              |   |                       |        |         |
| * Ambulance                       | Lease/purchase 3rd year payment                     |                       | 48,000 | 48,000  |
| Air Filling Station               | Lease/purchase 3rd year (final) payment             | 17,056                |        | 17,056  |
| Fire Alarm System                 | Console & radio-controlled alarm boxes              | 115,000               |        | 115,000 |
| <b>WATER DEPARTMENT</b>           |   |                       |        |         |
| * VFD Upgrade                     | Upgrade VFD & Electrical Service Pumping Station #1 |                       | 25,000 | 25,000  |
| * Cross Street Well               | Clean & Inspect Cross Street Well                   |                       | 20,000 | 20,000  |
| * F350 Cab & Chassis              | Replacement of a 2005 Service Truck                 |                       | 45,000 | 45,000  |
| <b>WEST TOWNSEND READING ROOM</b> |   |                       |        |         |
| Sliding/Window Replacement        | Sliding to enclose flaking lead paint; new windows  | 23,430                |        | 23,430  |

| TOTAL ALL DEPARTMENTS   | 197,486   | 198,000 | 395,486 |
|-------------------------|---|---------|---------|
| * OTHER FUNDING SOURCES | 60,000 Tax Levy - appropriated in general fund              |         |         |
|                         | 48,000 Ambulance Receipts                                   |         |         |
|                         | 90,000 Water Department Enterprise - existing appropriation |         |         |



TOWN OF TOWNSEND  
CAPITAL IMPROVEMENT PLAN  
CAPITAL PROJECTS FY 2014-FY 2018

| Bd. Of Selectmen      | Project Description                                   | FY 2014 | FY 2015    | FY 2016 | FY 2017 | FY 2018 | FY 2019    |
|-----------------------|---|---------|------------|---------|---------|---------|------------|
|                       | Town hall access control                              |         | 15,000     |         |         |         | 15,000     |
|                       | Financial management software                         |         | 12,000     |         |         |         | 48,000     |
| <b>Building</b>       | New vehicle - 4 WD (replaces Explorer w/186,000 mil.) |         | 25,000     |         |         |         | 25,000     |
| <b>Cemetery/Parks</b> | New 1 ton dump truck with plow                        |         | 40,000     |         |         |         | 40,000     |
| <b>Fire-EMS</b>       | Rescue 2 ambulance - lease/purchase installment       |         | 48,000     |         |         |         | 96,000     |
|                       | Air filling station - lease/purchase installment      |         | 17,056     |         |         |         | 17,056     |
|                       | Narrow banding for secondary repeater site            |         | 80,000     |         |         |         | 80,000     |
|                       | Radio controlled fire alarm boxes (22) & 1 console    |         | 115,000    |         |         |         | 169,000    |
|                       | Replace & upgrade 25 air packs & bottles              |         | 163,402    |         |         |         | 163,402    |
|                       | New Central Station                                   |         | 11,313,000 |         |         |         | 11,313,000 |
|                       | Replace cardiac monitors/delibrillators (2)           |         | 66,000     |         |         |         | 66,000     |
|                       | Replace Forestry 1                                    |         | 130,000    |         |         |         | 130,000    |
|                       | Rescue 2 tanker/pumper (replaces Engine 2 & Tanker 1) |         | 550,000    |         |         |         | 550,000    |
|                       | Remount or replace Rescue 3                           |         | 200,000    |         |         |         | 200,000    |
| <b>Highway</b>        | Vehicle exhaust removal system                        |         | 30,000     |         |         |         | 30,000     |
|                       | F450 4x4 one-ton dump truck w/plow                    |         |            |         |         |         | 0          |
|                       | Used 6-wheel dump w plow & sander                     |         | 65,000     |         |         |         | 65,000     |
|                       | Used clam shell/bin cleaner (used = \$30,000)         |         | 50,000     |         |         |         | 50,000     |
|                       | Electronic message boards (2)                         |         | 40,000     |         |         |         | 40,000     |
|                       | Road paving/maintenance                               |         | 150,000    |         |         |         | 600,000    |
|                       | Backhoe (replaces 1994 JCB)                           |         | 125,000    |         |         |         | 125,000    |
|                       | Sweeper (replaces 1997 sweeper)                       |         | 180,000    |         |         |         | 180,000    |
|                       | Tractor w/boom (tail mower) (used)                    |         | 80,000     |         |         |         | 80,000     |
|                       | Solar Panels for Garage                               |         | 250,000    |         |         |         | 250,000    |
|                       | Sidewalk plow   |         |            |         |         |         | 100,000    |
|                       | 6 Wheel Dump Truck w/plow & sander (truck #6)         |         |            |         |         |         | 80,000     |
|                       | 4 x 4 F450 one-ton dump truck w/plow                  |         |            |         |         |         | 75,000     |
| <b>Police</b>         | Replace Carpeting                                     |         | 30,000     |         |         |         | 30,000     |
|                       | Solar Panel Installation                              |         | 393,000    |         |         |         | 393,000    |
|                       | Generator Replacement                                 |         | 17,000     |         |         |         | 17,000     |
|                       | Computer upgrades                                     |         | 12,000     |         |         |         | 24,000     |
|                       | Cruisers (2) - from operating budget                  | 60,000  | 62,000     | 64,000  | 66,000  | 68,000  | 320,000    |

**TOWN OF TOWNSEND  
CAPITAL IMPROVEMENT PLAN  
CAPITAL PROJECTS FY 2014-FY 2018**

|  | FY 2014        | FY 2015           | FY 2016          | FY 2017          | FY 2018        | TOTAL             |
|--|----------------|-------------------|------------------|------------------|----------------|-------------------|
| <b>Water</b>   |                |                   |                  |                  |                |                   |
| Install Tank Mixing Sys: Fitchburg Rd. Storage Tank          |                | 50,000            |                  |                  |                | 50,000            |
| Upgrade var. freq. drive (VFD) & electric W8 Sta #1          | 25,000         |                   |                  |                  |                | 25,000            |
| Clean & inspect Cross St. well                               | 20,000         |                   |                  |                  |                | 20,000            |
| Complete water main loop, Emery Rd. to South Harbor Rd       |                |                   | 1,500,000        |                  |                | 1,500,000         |
| Service truck - replace '05 F350 cab & chassis               | 45,000         |                   |                  |                  |                | 45,000            |
| Replace supervisor's truck - 1/2-ton pickup                  |                |                   |                  | 50,000           |                | 50,000            |
| Replace '02 F450 1-ton dump truck                            |                |                   | 60,000           |                  |                | 60,000            |
| Replace Main St. Well field & Modifications to Main St. Sta. |                |                   |                  | 1,000,000        |                | 1,000,000         |
| Clean/inspect/Rehab Fitchburg Rd. Storage Tank               |                | 400,000           |                  |                  |                | 400,000           |
| Stking (lead paint issue) & window replacement               | 23,430         |                   |                  |                  |                | 23,430            |
| <b>Total All Departments</b>                                 | <b>395,486</b> | <b>13,508,402</b> | <b>2,678,000</b> | <b>1,558,000</b> | <b>305,000</b> | <b>18,544,888</b> |
| <b>W. Townsend Reading</b>                                   |                |                   |                  |                  |                |                   |
| <b>Recap by department</b>                                   | <b>FY 2014</b> | <b>FY 2015</b>    | <b>FY 2016</b>   | <b>FY 2017</b>   | <b>FY 2018</b> | <b>TOTAL</b>      |
| Board of Selectmen/Admin.                                    | 0              | 27,000            | 12,000           | 12,000           | 12,000         | 63,000            |
| Building   | 25,000         | 0                 | 0                | 0                | 0              | 25,000            |
| Cemetery/Parks   | 0              | 40,000            | 0                | 0                | 0              | 40,000            |
| Fire-EMS   | 180,056        | 11,854,402        | 550,000          | 200,000          | 0              | 12,784,458        |
| Highway  | 0              | 640,000           | 480,000          | 330,000          | 225,000        | 1,675,000         |
| Police   | 77,000         | 497,000           | 78,000           | 66,000           | 68,000         | 784,000           |
| Water  | 90,000         | 450,000           | 1,560,000        | 1,050,000        | 0              | 3,150,000         |
| W. Townsend Reading Room                                     | 23,430         | 0                 | 0                | 0                | 0              | 23,430            |
| <b>Total</b>   | <b>395,486</b> | <b>13,508,402</b> | <b>2,678,000</b> | <b>1,558,000</b> | <b>305,000</b> | <b>18,544,888</b> |

| Call No   | Call Date  | Patient      | Current | 31 to 60 | 61 to 90 | 91 to 120 | 121 to 150 | 151 to 180 | Over 180   | Total      |
|-----------|------------|--------------|---------|----------|----------|-----------|------------|------------|------------|------------|
| T10666    | 1/12/2010  | WASRIL, FA   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$962.63   | \$962.63   |
| T109656   | 1/14/2010  | BARTLETT,    | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$91.53    | \$91.53    |
| T102493   | 1/21/2010  | MCNULTY, M   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$731.63   | \$731.63   |
| T102495   | 1/22/2010  | GOODWIN, L   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | -\$113.63  | -\$113.63  |
| T102484   | 1/25/2010  | KELLER, WE   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$761.63   | \$761.63   |
| T102487   | 2/7/2010   | CAREY, JOH   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$716.63   | \$716.63   |
| T109698   | 2/14/2010  | TRUMP, KAT   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$100.00   | \$100.00   |
| T106381   | 2/22/2010  | WHITING, BR  | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$776.63   | \$776.63   |
| 2072010   | 2/23/2010  | TANGNEY, D   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$639.51   | \$639.51   |
| T10225    | 3/14/2010  | COLBURN, C   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$1,037.63 | \$1,037.63 |
| T106330   | 3/26/2010  | NEWELL, FAI  | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$716.63   | \$716.63   |
| T106333   | 3/29/2010  | FLAHIVE, LIN | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$716.63   | \$716.63   |
| T106335   | 3/31/2010  | SAMPSON, S   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$731.63   | \$731.63   |
| T106364   | 4/6/2010   | DOLAN, JOH   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$1,022.63 | \$1,022.63 |
| T106402   | 4/11/2010  | HAUEISEN,    | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$731.63   | \$731.63   |
| T106411   | 4/11/2010  | WELSH, CHR   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$716.63   | \$716.63   |
| T106358   | 4/28/2010  | LIRIANO, NE  | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$872.63   | \$872.63   |
| T106459   | 5/18/2010  | MASTROIAN    | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$471.00   | \$471.00   |
| T10206482 | 5/26/2010  | HOLOHAN, M   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$746.63   | \$746.63   |
| T1097646  | 6/14/2010  | LAURIN, GE   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$100.00   | \$100.00   |
| T109798   | 6/20/2010  | BROWN, LA    | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$108.80   | \$108.80   |
| T109799   | 6/22/2010  | STUART, KE   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$50.00    | \$50.00    |
| T109813   | 7/7/2010   | TAYLOR, JE   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$867.63   | \$867.63   |
| T109848   | 7/12/2010  | GOODWIN, F   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$977.63   | \$977.63   |
| T109845   | 7/13/2010  | BROOKS, BA   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$93.36    | \$93.36    |
| T109859   | 7/18/2010  | SHORT, BEN   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$791.63   | \$791.63   |
| T100233   | 7/24/2010  | DUBOIS, RO   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$100.00   | \$100.00   |
| T107401   | 8/16/2010  | DIODATI, JA  | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$716.63   | \$716.63   |
| T107522   | 8/17/2010  | DIODATI, JA  | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$1,037.63 | \$1,037.63 |
| T107436   | 8/21/2010  | WILLIAMS, R  | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$50.00    | \$50.00    |
| T107453   | 8/23/2010  | WILEY, THO   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$746.63   | \$746.63   |
| T107411   | 9/11/2010  | PIERCE, AD   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$701.63   | \$701.63   |
| T107420   | 9/23/2010  | MALONEY, F   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$114.30   | \$114.30   |
| T107421   | 9/23/2010  | CRONAN, LA   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$776.63   | \$776.63   |
| T107826   | 10/6/2010  | WEBB, JUST   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$167.78   | \$167.78   |
| T107832   | 10/11/2010 | STUMPF, LIN  | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$1,052.63 | \$1,052.63 |
| T107860   | 10/16/2010 | AYOTTE, ME   | \$0.00  | \$0.00   | \$0.00   | \$0.00    | \$0.00     | \$0.00     | \$1,022.63 | \$1,022.63 |

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|         |            |             |        |        |        |        |        |        |        |        |             |             |
|---------|------------|-------------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|-------------|
| T107786 | 10/19/2010 | LUGO, VICT  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$100.00    | \$100.00    |
| T107846 | 10/24/2010 | ORDWAY, S   | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$50.00     | \$50.00     |
| T107788 | 10/29/2010 | SURPRENAN   | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,007.63  | \$1,007.63  |
| T107862 | 11/7/2010  | ORDWAY, S   | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$50.00     | \$50.00     |
| T107870 | 11/17/2010 | ROWE, JOS   | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$445.71    | \$445.71    |
| T107773 | 11/21/2010 | ROMANO, S   | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$51.60     | \$51.60     |
| T107873 | 11/21/2010 | FLAHIVE, KA | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$746.63    | \$746.63    |
| T107767 | 11/24/2010 | ANDREWS, J  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$776.63    | \$776.63    |
| T107885 | 11/28/2010 | DEIGNAN, JA | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$113.20    | \$113.20    |
| T107875 | 11/30/2010 | STEVENS, J  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$546.32    | \$546.32    |
| T107711 | 12/12/2010 | PILLSBURY,  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$746.63    | \$746.63    |
| T107708 | 12/15/2010 | WALSH, GLO  | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$98.86     | \$98.86     |
| T107732 | 12/20/2010 | SMITH, KEVI | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$746.63    | \$746.63    |
|         |            |             | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$27,385.61 | \$27,385.61 |

## CONSERVATION AGENT

### **Position Purpose:**

Performs highly professional, technical and administrative work in assisting the Conservation Commission to administer the Wetlands Protection Act, Townsend Wetlands Bylaw, and acquiring, managing and protecting conservation lands. Also serves as Stormwater Agent and Permit granting Authority for Minor Projects under the Townsend NPDES Phase II Stormwater Regulations Bylaw. Incumbent also aids the Commission in research, information gathering, organization, and the coordination of decisions; originating and typing correspondence, computer data entry, record keeping, filing and working directly with constituents and other municipal/state/federal personnel; performs all other related work as required.

### **Supervision:**

*Supervision Scope:* Independently performs duties requiring the exercise of considerable judgment and initiative in coordinating the Commission's operations, formulating decisions and policies, and relieving the Commission of administrative duties not requiring their official attention.

*Supervision Received:* Work is performed under the policy and administrative direction of the Conservation Commission, and general direction of the Town Administrator in accordance with state and local laws and regulations. Incumbent generally establishes own work plan and completes work in accordance with established departmental policies and standards; only cases involving clarification of policies are referred to supervisor.

~~*Supervision Given:* Supervises one employee, oversees performance and provides job direction; but is not responsible for hire, fire.~~

### **Job Environment:**

Approximately one-half of work is performed under typical office conditions; the noise level is moderate at times. Site inspection work is performed out of doors with exposure to inclement weather and extremes of heat and cold, as well as the hazards associated with construction sites, woods and wetlands. Works alone in the field. Required to attend evening meetings and evening/weekend site visits and professional development seminars.

Operates an automobile, computer, digital camera, GPS and standard office equipment. Uses compass and topographic and orthographic maps in the woods.

-Frequent contact with other town departments/boards/committees, state and federal agencies, town counsel, developers, construction contractors, engineers, and real estate agents; has regular contact with the general public. Contacts require courtesy, patience, and the ability to influence the behavior of others. Contacts are in person, in writing, and by telephone and involve an information exchange dialogue.

Has access to department-related confidential information including executive session minutes, legal documents and court cases.

Errors in administration and judgment could result in reduced levels of service, cause confusion and delay, adverse public relations, and have financial and legal repercussions.

**Essential Functions:**

*(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

Performs field inspections to monitor construction progress and to ensure compliance with Orders of Conditions, Emergency Certificates, and Enforcement Orders.

Serves as Stormwater Agent for the Stormwater Authority (Planning Board) including reviews construction project scope & determines compliance with the Stormwater Bylaw & Regulations, performs site inspections, and issues Minor Stormwater Management Permits. Also inspects completed projects to confirm as-built features. Enforces any violations of the Townsend Stormwater Bylaw and Regulations.

Answers questions in person or by phone/fax/email from the general public, landowners, town counsel, attorneys, engineers, builders, surveyors, and other boards/commissions. Acts as an information resource and advisor relative to federal/state/municipal bylaws and regulations involving department operations; performs related research and follow-up as necessary. Answers or forwards complaints to appropriate personnel. Acts as a liaison between the Commission and other town departments, town legal counsel, and outside organizations. Represents Commission at town board meetings. Processes department mail and maintains all department files and records.

Manages Commission office. Develops agenda and schedules appointments for the Commission meetings in cooperation with the Chair and Agent. Schedules public hearing for Wetlands Protection Act. Prepares and sends all legal notices to the newspaper; mails notices to all concerned parties in accordance with statutory requirements; posts notices of all board meetings in accordance with Open Meeting Law. Prepares all materials for Conservation Commission meetings including preparing files, getting signatures, gathering forms and background information. Attends meetings; takes notes; prepares and distributes minutes. Maintains Commission's appointment calendar of site visits, outside meetings and appointments.

Provides informational and technical support to the Commission to facilitate decision-making. Attends meetings; serves as advisor to Commission during hearings and appointments, questions developers and consultants on Commissioners' behalf and makes recommendations to Commissioners. Has access to department-level and agency confidential information that requires the application of appropriate judgment, discretion and professional office protocols.

Responsible for all permit applications including Notices of Intent and Requests for Determination of Applicability for all statutory requirements and according to strict deadlines, including but not limited to reviewing for conformity with instructions and accuracy of payment, processing payments with the Town Treasurer and Accountant, developing and publishing Notice of Public Hearings, and statutory mailings.

Drafts decisions, Orders of Conditions, Certificates of Compliance, and any other needed paperwork required for the Commission meetings; files and distributes signed documents.

Tracks all filing dates and dates on which decisions are due. Works extensively on land acquisition and land management activities. Prepares and administers grants.

| Ability to prepare department budget.

Responds to and investigates complaints about possible violations of the WPA and TWB and takes appropriate action. Authority to independently issue Cease and Desists, or Enforcement Orders for violations of the Wetlands Protection Act and Townsend Wetlands bylaw, to be ratified at the next Commission meeting. Must be able to perform responsibilities of Conservation or Stormwater Agent in sensitive, potentially volatile situations firmly, impartially and with tact. Authority to independently issue Emergency Certificates for emergency work that is subject to the WPA and TWB, to be ratified at the next Commission meeting.

Reviews wetland delineations in field for boundary accuracy in support of Commission's review of permit applications. Coordinates and attends site visits with Commission and applicant as needed.

Reviews Notices of Intent and other filings and documents for accuracy, completeness and compliance with laws and regulations. Reviews for sensitive areas, rare species, hydrology, topography, Outstanding Resource Waters, and Areas of Critical Environmental Concern. Reports to Commission at meetings as an expert on field conditions. Advises Commission on wetland delineations, records and maintains accurate and detailed field notes, evaluates findings and submits recommendations to the Commission.

Evaluates local bylaws and regulations and recommends improvements. Works with Commissioners and other boards and state agencies on open space issues, land protection and grant applications.

Assists other town boards and committees in determining forest management of lands under their jurisdiction. Oversees develops of Forest Stewardship Plans and Forest Cutting Plans on town property if appropriate. Reviews draft plans under the Forest Cutting Practices Act.

Educates and advises the public about protection of Townsend's natural resources.

Represents the Commission to the general public in a variety of public venues.

Assists prospective homebuyers and existing homeowners with information about wetlands on their property and their legal ramifications.

Engages, with Commission approval, technical expertise/consultants for the Commission using best business practices, obtaining bids, entering into contracts, working with consultants and processing payments.

*Townsend, MA  
Conservation Agent  
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Assures Commission participation in appeals of the Commission's decisions to the Department of Environmental Protection and Superior and district court. Under the direction of the Commission, consults with Town Counsel and assists in preparation of testimony and other documents. Researches legal issues for the Commission and reviews appeal and other legal documents, including Conservation Restrictions.

Assists and represents the Commission in Massachusetts Environmental Policy Act scoping visits and DEP 401 Water Quality and Superseding Order of Conditions site visits.

Oversees and manages Commission and town Open Space, including trail building, maintenance and signage. Marks boundaries of conservation-owned land. Works with abutters to resolve any trespass issues. Conducts inspections of property with Conservation Restrictions, meets with homeowners associations and takes any enforcement action necessary.

Reviews and maintains legal documents. Develops volunteer or friends groups to assist with Commission projects.

Investigates potential vernal pools and conducts necessary fieldwork to prepare reports and submit certifications to Natural Heritage and Endangered Species Program. Investigates and documents rare species sightings for submission to NHESP.

Prepares and updates Conservation Agent reports for the Commission.

Works closely with other town departments. Reviews wetland concerns for proposed sewage disposal plans for Board of Health. Reviews erosion and sedimentation concerns with Highway, responds to request for forest management and wetland concerns for Cemetery and Parks and reviews building permit applications for Building Dept.

Keeps abreast in professional field by attending professional development courses, workshops and seminars.

Tracks all bills for payment, maintains all Commission records of income and expenses, monitors budget, Purchases office supplies, Drafts annual report.

Performs similar or related work as required.

**Recommended Minimum Qualifications:**

**Education, Training and Experience:**

Bachelor's degree in environmental science, land use management or related field; two years experience in associated field; experience in implementing, administering, and enforcing the Wetlands and Rivers Protection Acts highly desirable; or any equivalent combination of education and experience.

**Special Requirements:**



Possession of a valid motor vehicle operator's license. Must have own vehicle to use for town business.

Knowledge, Ability and Skill:

*Knowledge:* Working knowledge of the principles and practices of wetland management. Knowledge of the applicable provision of Massachusetts General Laws concerning Conservation Commission operations. Thorough knowledge of the Wetlands Protection Act and Townsend Wetlands Bylaw, including enforcement procedures. Knowledge of wetland plants and soil identification. Knowledge of rare species requirements and geology and hydrology. Knowledge and ability to apply and enforce erosion and sedimentation control Best Management Practices and Low Impact Development techniques. Good working knowledge of office practices and procedures, forms, equipment, computer systems and common software packages.

Knowledge of office procedures, practices and terminology. Complete knowledge of the use of office and data processing equipment, business math, English grammar and spelling. Strong writing, research and verbal communication skills necessary. Familiarity with rules, laws, procedures, regulations, etc. pertinent to the operations of the department and local government helpful, thorough knowledge preferred. Basic knowledge of bookkeeping techniques.

*Ability:* Ability to analyze problems, prepare reports and formulate recommendations concerning department operations. Ability to interpret and communicate regulations firmly tactfully, and impartially. Ability to enforce the Wetlands Protection Act and Townsend Wetlands Bylaw Rules and Regulations and either bring violators into compliance or support judicial proceedings. Ability to read, understand, and interpret technical specifications, blue prints, and plot plans. Ability to always deal with the public in a courteous and tactful manner, often in a sensitive situation. Ability to exercise caution and exercise good judgment when alone in the field. Ability to interpret topographic and orthographic maps and utilize compass readings in the woods. Ability to work with no supervision. Aptitude and attention for details and accuracy. Ability to work effectively under time constraints to meet strict statutory deadlines. Ability to work professionally with town officials, town departments and state and federal agencies.

*Skill:* Skill in word processing and the use of standard office machines, digital cameras, compass and GPS. Skill in computer operations, including spreadsheet, database, and presentation software. Skill in wetland plant, soil and vernal pool identification.

Physical Requirements:

*The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Office work requires lifting office supplies weighing up to 15 pounds, filing, and typing on a keyboard at a moderate speed. Ability to perform frequent fieldwork alone. Requires traversing over uneven wet terrain, climbing over fallen trees/thick vegetation and accessing all areas of construction sites, timber harvests and woods. Walking in or near wetlands, such as swamps,

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streams, rivers, vernal pools, sometimes snow or ice-covered, and in sun, heat and rain. Daily season exposure to tick-borne diseases, such as Lyme, bee stings, poison ivy and poison sumac. Ability to return to destination in woods. Ability to wear chest waders recommended. Ability to operate motor vehicle mandatory.

*(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)*

3.4

**PURCHASE AND SALE AGREEMENT**

1. Information and Definitions
  - (a) DATE OF THIS AGREEMENT: March \_\_, 2013.
  - (b) PREMISES: A parcel of land in Townsend, Massachusetts, located at Highland Street, containing thirty (30) acres of land, more or less, and being that property described in a deed recorded with the Middlesex South Registry of Deeds in Book 49618, Page 39
  - (c) SELLER: Anthony T. Genova, Mary B. Genova and Julie M. Tucker  
Seller's Attorney: Not Applicable  
Address:  
Phone: Fax:  
  - (d) BUYER: Town of Townsend  
Address: 272 Main Street, Townsend, MA 01469  
Buyer's Attorney: Katharine Lord Klein, Esq.  
Address: Kopelman and Paige, P.C., 101 Arch Street, Boston, MA 02110  
Phone: (617) 556-0007 Fax: (617) 654-1735
  - (e) PURCHASE PRICE: The total purchase price for the Premises is Fifty Thousand and 00/100 (\$50,000.00) Dollars, which is to be paid at the time of delivery of the deed by municipal treasurer's check or wire transfer, at the election of Buyer.
  - (f) CLOSING DATE: May 1, 2013, at 10:00 a.m. Time is of the essence.
  - (g) PLACE: Middlesex South Registry of Deeds.
  - (h) TITLE: Quitclaim Deed
  - (i) BROKER: None

(j) WARRANTIES

Except as set forth otherwise in this Agreement, the following representations and warranties are made by SELLER as of the Date of this Agreement and also as of the time of the delivery of the deed (modify as appropriate):

None

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.
3. Buildings, Structures, Improvements, Fixtures. The Premises consist of vacant land.
4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, or to the assignee or nominee designated by BUYER by written notice to SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
  - (a) Provisions of existing building and zoning laws;
  - (b) Existing rights and obligations in party walls which are not the subject of written agreement;
  - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
  - (d) Any liens for municipal betterments assessed after the date of this Agreement; and
  - (e) Easements, restrictions and reservations of record, if any, provided the same do not interfere with use of and access to the Premises for conservation purposes.
5. Deed. BUYER shall prepare the deed.
6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.
7. Possession and Control of Premises. Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in paragraph 4 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to

deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days, but in no event shall the closing be after May 30, 2013 unless BUYER consents thereto, in its sole and absolute discretion.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless SELLER has previously restored the Premises to their former condition, either:

- (a) pay over or assign to BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amount reasonably expended by SELLER for any partial restoration.

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, in the case of institutional mortgages, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Adjustments. Taxes for the then current fiscal year shall be adjusted in accordance with G.L. c. 59, § 72A. Any taxes paid by SELLER prior to the closing shall not be refunded. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

14. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

15. Buyer's Contingencies. BUYER'S obligation to perform under this Agreement is subject to the following conditions:

- (a) Approval of BUYER'S LAND grant application by the Massachusetts Executive Office of Energy and Environmental Affairs in the amount submitted, for partial reimbursement of the purchase price, as evidenced by a fully signed contract;
- (b) BUYER shall have complied with the provisions of G.L. c. 30B (the Uniform Procurement Act), if applicable. For acquisition of real property determined to be unique, thirty (30) days shall have elapsed since the date of publication of BUYER'S determination of uniqueness in the Central Register, without objection. BUYER agrees to diligently pursue full compliance with said statute;
- (c) SELLER shall have complied with the disclosure provisions of G.L. c.7, §40J. SELLER hereby agrees to execute a "Disclosure of Beneficial Interests in Real Property Transaction" certificate as required by G.L.c.7, §40J;
- (d) BUYER shall have inspected the condition of the Premises and SELLER'S title to the Premises and be satisfied with the conditions thereof, in its sole and absolute discretion; and
- (e) Compliance by BUYER and SELLER with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER with reimbursement from the Commonwealth of Massachusetts, and BUYER and SELLER agree to diligently pursue full compliance with said laws and regulations.

Provided, however, that if any of the foregoing conditions are not satisfied by May 1, 2013, BUYER shall have the option of extending the closing date until such conditions are satisfied, and further provided that the closing date shall not be extended beyond May 30, 2013, provided that BUYER shall give SELLER written notice of its exercise of this option prior to the closing date and shall give SELLER seven (7) days written notice of the new closing date.

16. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other Premises;

- (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;
- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and
- (d) the Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located (this provision is waived by BUYER).

17. Affidavits, etc. (a) Affidavits and indemnities with respect to due authority, parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters; (b) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, SELLER'S United States taxpayer identification number, that SELLER is not a foreign person, and SELLER'S address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; and (d) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or the BUYER'S title insurance company to complete the transactions described in this Agreement.

18. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association of Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

19. Representations and Warranties. SELLER represents and warrants to BUYER that, to the best of SELLER'S knowledge, information and belief, (i) there has been no release of any hazardous materials or oil on, from or near the Premises (as used in this Agreement, the terms "release," "hazardous materials" and "oil" shall have the meaning given to them in M.G.L.c.21E), (ii) there are no underground storage tanks or other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises and (iii) chlordane has not been used as a pesticide on the Premises.

20. Inspection Rights. BUYER or BUYER'S agent(s) shall have the right, upon at least twenty-four (24) hours prior notice to SELLER, which notice may be oral notice, to enter the Premises from time to time at BUYER'S own risk for the purposes of conducting surveys, inspections, and tests, including environmental site assessments. BUYER, to the extent permitted by law, shall hold SELLER harmless against any claim by BUYER of any harm to BUYER arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER'S option, upon BUYER being satisfied, at its sole discretion, with the condition of the Premises and on not having found on the Premises any oil, hazardous waste or hazardous material, or other materials hazardous to health and safety. In the event

hazardous waste, hazardous material, or other hazardous substance is found, or BUYER is not satisfied with the condition of the Premises, BUYER shall have the right, to be exercised in its sole and absolute discretion, to (a) terminate this Agreement without recourse, whereupon all the rights and obligations of the parties shall cease, or (b) provide SELLER with the option, to be exercised in SELLER'S sole discretion, to repair the condition of the Premises and/or remediate such hazardous condition, with SELLER paying all of the costs of repair/remediation. If BUYER requests SELLER to repair the Premises and/or remediate the hazardous, and SELLER elects to undertake the same, BUYER shall perform under the terms of this Agreement, provided, however, that SELLER repairs the Premises to BUYER'S reasonable satisfaction and/or remediates the hazardous condition within a reasonable time and in full compliance with all applicable laws, rules, and regulations; otherwise this Agreement shall be null and void and of no further effect between the parties.

21. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronically confirmed receipt of facsimile delivery, to the party's attorney at the addresses set forth in Section 1.

22. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording. SELLER'S proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by SELLER'S attorney who shall release the check to SELLER only following the recording of the deed.

23. Condition of Premises at Closing. SELLER agrees to deliver the Premises at the time of delivery of SELLER'S deed in a condition substantially similar to its condition at the time of the signing of this Agreement, removing all of SELLER'S personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

24. Casualty, Condemnation. Notwithstanding anything herein to the contrary, in the event of damage to or destruction of the Premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the Premises by eminent domain by any entity other than BUYER, then at BUYER'S sole option, this Agreement may be terminated, whereupon all deposits paid by BUYER hereunder shall be promptly returned to BUYER.

25. Liability of Trustee, Shareholder, Fiduciary, etc. If SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

26. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the



execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile signatures shall be construed as original.

27. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

28. Taking. SELLER hereby waives any right to claim additional damages in excess of the Purchase Price in the event BUYER elects to acquire title to the Premises by eminent domain if SELLER consents to such taking. Upon BUYER'S request, SELLER shall execute a Waiver of Appraisal and Damages and shall deliver it to BUYER at the closing. BUYER shall be responsible for preparing the Order of Taking. SELLER acknowledges that BUYER shall have the right to deduct from the Purchase Price any real estate taxes, amounts that are to be paid to mortgagees from closing proceeds, and such other fees and charges that are customarily apportioned between a buyer and seller as of the closing date.

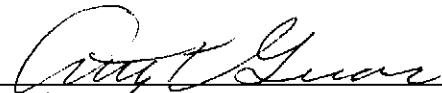
29. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several.


30. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.


**[Signature Page Follows]**

In Witness Whereof, the parties hereto sign this Agreement under seal as of this \_\_\_\_\_ day of March, 2013.

**SELLER:**

  
\_\_\_\_\_  
Anthony T. Genova

  
\_\_\_\_\_  
Mary B. Genova

  
\_\_\_\_\_  
Julie M. Tucker

**BUYER:** Town of Townsend  
By its Board of Selectmen

\_\_\_\_\_  
Nicholas E. Thalheimer

\_\_\_\_\_  
Sue Lisio

\_\_\_\_\_  
Robert Plamondon

3.5

COMMONWEALTH OF MASSACHUSETTS

Middlesex ss.

To either of the constables of the Town of Townsend in the County of Middlesex.

Greetings:

IN THE NAME OF THE COMMONWEALTH OF MASSACHUSETTS, you are hereby directed to Notify and warn the inhabitants of said Town, qualified to vote in elections and in Town affairs, to vote at

Precincts I, II, III at the Memorial Hall Auditorium, 272 Main Street

on Tuesday, April 30, 2013

from 7:00 A.M. to 8:00 P.M.

for the Annual Town Election in said Townsend for the following purpose:

To cast their votes to elect the following by ballot:

|   |              |            |
|---|--------------|------------|
| Board of Selectmen                            | Vote for One | Three Year |
| Board of Assessors                            | Vote for One | Three Year |
| Cemetery and Parks Commissioner               | Vote for One | Three Year |
| Board of Health                               | Vote for One | Three Year |
| Townsend Housing Authority                    | Vote for One | Five Year  |
| Townsend Housing Authority                    | Vote for One | One Year   |
| Library Trustees                              | Vote for Two | Three Year |
| Library Trustees                              | Vote for One | Two Year   |
| Planning Board                                | Vote for One | Five Year  |
| Recreation Commissioner                       | Vote for One | Three Year |
| Recreation Commissioner                       | Vote for One | One Year   |
| Trustees of Soldier's Memorials (Veteran)     | Vote for One | Three Year |
| Trustees of Soldier's Memorials (Non-Veteran) | Vote for One | Three Year |
| Trust Fund Commission                         | Vote for One | One Year   |
| Trust Fund Commission                         | Vote for One | Two Year   |
| Trust Fund Commission                         | Vote for One | Three Year |
| Amanda E. Dwight Entertainment Fund           | Vote for One | Three Year |
| North Middlesex Regional School Dist. Comm.   | Vote for One | Three Year |
| Board of Water Commissioner                   | Vote for One | Three Year |

And you are directed to serve this Warrant, by posting up attested copies thereof at MEMORIAL HALL, 272 MAIN STREET at the Center, THE WEST TOWNSEND FIRE STATION, 460 MAIN STREET in West Townsend, THE NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, in the harbor and THE POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD and the HARBOR CHURCH, 80 MAIN STREET in said Town, SEVEN (7) days at least before the time of holding said election.

HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereon, to the Town Clerk, at the time and place of election, as aforesaid.

Given under our hands this \_\_\_\_ day of April in the year Two Thousand Thirteen.

**SELECTMEN OF TOWNSEND**

---

Nicholas Thalheimer Chairman

---

Sue Lisio, Vice-Chairman

---

Robert Plamondon, Clerk

On the date above written, I have served this warrant by posting attested printed copies thereof at the MEMORIAL HALL, 272 MAIN STREET at the Center, THE WEST TOWNSEND FIRE STATION, 460 MAIN STREET in West Townsend, THE NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, in the harbor and THE POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD and the HARBOR CHURCH, 80 MAIN STREET in said Townsend.

A true copy. ATTEST:

\_\_\_\_\_  
CONSTABLE

**COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH**

Middlesex County, ss.

To either of the Constables of the Town of Townsend

**GREETING:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Townsend who are qualified to vote in the Special State Primaries to vote at

Precincts 1, 2, and 3

272 Main Street – Memorial Hall

on **TUESDAY, APRIL 30, 2013**  
from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the Special State Primaries for the candidates of political parties for the following office:

**SENATOR IN CONGRESS. . . . FOR THE COMMONWEALTH**

And you are directed to serve this Warrant, by posting up attested copies thereof at MEMORIAL HALL, 272 MAIN STREET at the Center, THE WEST TOWNSEND FIRE STATION, 460 MAIN STREET in West Townsend, THE NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, in the harbor and THE POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD and the HARBOR CHURCH, 80 MAIN STREET in said Town, SEVEN (7) days at least before the time of holding said election.

HEREOF FAIL NOT, and make due return of this Warrant, with your doings thereon, to the Town Clerk, at the time and place of election, as aforesaid.

Given under our hands this \_\_\_\_ day of April in the year Two Thousand Thirteen.

**SELECTMEN OF TOWNSEND**

---

Nicholas Thalheimer Chairman

---

Sue Lisio, Vice-Chairman

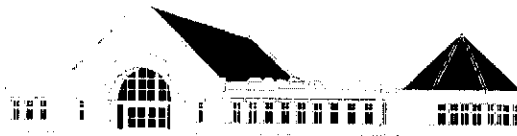
---

Robert Plamondon, Clerk

On the date above written, I have served this warrant by posting attested printed copies thereof at the MEMORIAL HALL, 272 MAIN STREET at the Center, THE WEST TOWNSEND FIRE STATION, 460 MAIN STREET in West Townsend, THE NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, in the harbor and THE POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD and the HARBOR CHURCH, 80 MAIN STREET in said Townsend.

A true copy. ATTEST:

\_\_\_\_\_ CONSTABLE



3.6

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# Townsend Public Library

## MEMORANDUM

TO: Board of Selectmen

FROM: Stacy Schuttler, Library Director

DATE: April 2, 2013

The Townsend Public Library has been offered a donation of a used copier/printer from Daniel Jones of Inov8 Design, Inc. The machine is 8 years old. The company is changing locations and they no longer have use for it. Please accept the donation on behalf of the town.

If you have any questions, please feel free to contact me at [sschuttler@cwmars.org](mailto:sschuttler@cwmars.org) or by calling (978) 597-1714.







**CHAPTER 90 - MATERIALS - HED 454 FORM**

City/Town of Townsend

**MATERIALS** for period beginning 10/25/2012 and ending 25-Oct-12  
 both inclusive, on account of Contract No. \_\_\_\_\_ with MassDOT Highway Division,  
 under Section 34, Clause 2(a). of Chapter 90 of the General Laws.

| <b>VENDOR NAME</b> | <b>ITEM</b>      | <b>QTY.</b> | <b>UNIT</b> | <b>UNIT PRICE</b> | <b>AMOUNTS</b> | <b>CHECK #</b> | <b>REMARKS</b> |
|--------------------|------------------|-------------|-------------|-------------------|----------------|----------------|----------------|
|                    |                  |             |             | \$                | \$             |                |                |
| P. J. Keating Co.  | MHD Dense Binder | 21.03       | Ton         | \$ 64.0000        | \$ 1,345.9200  |                |                |
| P. J. Keating Co.  | MHD Top          | 23          | Ton         | \$ 64.0000        | \$ 1,472.0000  |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
|                    |                  |             |             |                   | \$ -           |                |                |
| <b>TOTAL</b>       |                  |             |             |                   | \$ 2,817.9200  |                |                |

"To the best of my knowledge the purchases of materials or services appearing on this sheet are not in conflict with Chapter 779 of the Acts of 1962.  
 Signed under the penalty of perjury."

Edward A. Kuffler      03/18/13  
 Supervisor Foreman      Date

\_\_\_\_\_  
 Town Accounting Approval      Date



**CHAPTER 90 - FINAL REPORT**

updated 8/2012

**CONTRACT#** NTF00002008 S00 51002

City/Town Townsend Project North End Road  
 Location(s) North End Road at intersection with Brookline Rd. (Rte. 13)  
 Length 100 Feet Width 50 Feet  
 Work was Started 10 /25/12 and Completed 10 /25 /12  
 Work was Suspended / / and Resumed / /  
 Done by: Force Account                      Advertised Contract                      Other XX

**\* REMARKS:**

|                      |                                   |                   |
|----------------------|-----------------------------------|-------------------|
| <b>EXPENDITURES:</b> | State Funds @ 100%                | \$5,567.92        |
|                      | Municipal Funds                   | \$                |
|                      | Other Funds                       | \$                |
|                      | <b>TOTAL PROJECT EXPENDITURES</b> | <b>\$5,567.92</b> |

**SCOPE OF WORK:**

**CERTIFICATION**

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

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.

|                                   |          |
|-----------------------------------|----------|
| <b>PREPARED &amp; REVIEWED BY</b> |          |
|                                   |          |
|                                   |          |
| Superintendent                    | 03/18/13 |
| Highway Officer's Title           | Date     |
| Accounting Officer's Title        | Date     |

|                                     |      |
|-------------------------------------|------|
| <b>Signed:</b>                      |      |
|                                     |      |
|                                     |      |
|                                     |      |
|                                     |      |
| 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.

Town of Townsend


Schedule of Departmental Bills Payable

To the Accounting Officer:

The following named bills of the Highway Department, amounting in total to **\$ 5,567.92**

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

Date: November 19, 2012

  
Edward Kukkula, Highway Superintendent

Chapter 90 North End Rd Intersection

| Name                        | Description               | Amount      | Total       |
|-----------------------------|---------------------------|-------------|-------------|
| P. J. Keating Cp.           | Chap. 122 00002007S 51002 | \$ 2,817.92 |             |
| Sevigny Bros. Blacktop Inc. | Chap. 122 00002007S 51002 | \$ 2,750.00 |             |
|                             | Total                     |             | \$ 5,567.92 |
|                             |                           |             |             |
|                             |                           |             |             |
| Grand Total                 |                           |             | \$ 5,567.92 |



Oldcastle Materials®

P. J. Keating Company  
998 Reservoir Road  
Lunenburg, MA 01462  
(978) 582-5200

# INVOICE

**TERMS:**  
Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1.50% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

Townsend Highway Dept.  
177 Main Street  
Townsend, MA 01469

**Equal Opportunity Employer**  
**Please Remit Payment to:**  
PO BOX 416821  
Boston, MA 02241-6821

| CUSTOMER NO.                                | INVOICE DATE | INVOICE NO. | PURCHASE ORDER NO. |            |            | JOB NO    |            |          |
|---|--------------|-------------|--------------------|------------|------------|-----------|------------|----------|
| 194400                                      | 10/27/2012   | 367500      |                    |            |            | FY 2013   |            |          |
| DESCRIPTION                                 |              | MATL UNITS  | U/M                | MATL PRICE | MATL TOTAL | HAUL RATE | HAUL TOTAL | TOTAL    |
| <b>04813 - Asphalt - Lunenburg, MA Drum</b> |              |             |                    |            |            |           |            |          |
| 46002 - Emulsion by Pail                    |              | 3.000       | EA                 | 51.75      | 155.25     | 0.00      | 0.00       | 155.25   |
| 10/22/2012 1365709 1365712                  |              |             |                    |            |            |           |            |          |
| 528R15 - 3/8" Driveway Top EF w/ RAP        |              | 10.010      | TON                | 64.00      | 640.64     | 0.00      | 0.00       | 640.64   |
| 10/22/2012 2253570 2253574 2253630          |              |             |                    |            |            |           |            |          |
| 10/25/2012 2254011                          |              |             |                    |            |            |           |            |          |
| 10/26/2012 2254206                          |              |             |                    |            |            |           |            |          |
| 572 - MHD Dense Binder (19.0MM) EF          |              | 21.030      | TON                | 64.00      | 1,345.92   | 0.00      | 0.00       | 1,345.92 |
| 10/25/2012 2253989                          |              |             |                    |            |            |           |            |          |
| 575 - MHD Top (12.5MM) EF                   |              | 23.000      | TON                | 64.00      | 1,472.00   | 0.00      | 0.00       | 1,472.00 |
| 10/25/2012 2254030                          |              |             |                    |            |            |           |            |          |

CHAP 90  
11-19-12  
CHAP 120  
000020075  
51002  
\$2,817.92

**Subtotal: 3,613.81**  
**Sales Tax: 0.00**  
**Total Due: 3,613.81**

**PLEASE PAY FROM THIS INVOICE. DETACH AND RETURN WITH PAYMENT**

Customer Name Townsend Highway Dept.  
Customer No. 194400  
Invoice No. 367500  
Invoice Date 10/27/2012  
Due Date 11/26/2012  
Invoice Amount \$3,613.81

Amount Remitted \$ \_\_\_\_\_

**Sevigny Bros. Blacktop Inc.**  
 Residential and Commercial Paving and Sealing  
 37 Pelham Drive  
 Fitchburg, MA 01420  
 (978) 343-6615

**SERVICE INVOICE**

|   |       |          |           |  |
|---|-------|----------|-----------|--|
|   |       |          |           | Date of Order                                |
| Customer's Order No.                              | Phone | Mechanic | Helper    | Date   |
| Bill To: <i>Town of Townsend</i>                  |       |          |           | Order Taken By                               |
| Address: <i>177 Main Street</i>                   |       |          |           | <input checked="" type="checkbox"/> Day Work |
| City: <i>Townsend Ma.</i>                         |       |          |           | <input checked="" type="checkbox"/> Contract |
| Job Name and Location: <i>North End rd repair</i> |       |          |           | <input type="checkbox"/> Extra               |
| Work Ordered By: <i>Ed Kuchala</i>                |       |          | Job Phone |  |

**DESCRIPTION OF WORK**

*haul and install 2 layers asphalt as specified.*

*labor 2750*

---

*11-19-12*

*CHAP 90*

*CHAP 122*

*000020075*

*51002*

*\$2750.00*

|                                      |                 |                 |             |
|--------------------------------------|-----------------|-----------------|-------------|
|                                      | TOTAL MATERIALS |                 |             |
|                                      | TOTAL LABOR     |                 |             |
|                                      | TAX             |                 |             |
| <input type="checkbox"/> No One Home | Date Completed  | TOTAL AMOUNT \$ | <i>2750</i> |
|                                      | <i>10-25-12</i> |                 |             |

Signature: *Dan Sevigny*

I hereby acknowledge the satisfactory completion of the above described work.

Total amount due for above work: or  Total billing to be mailed after completion of work



**CHAPTER 90 – REIMBURSEMENT REQUEST**

updated 8/2012

City/Town: Townsend Project: Road Building Equipment

Project request was approved on 10/02/12 for \$4,827.90


at 100% Reimbursement Rate = \$4,827.90

- 1) Attached are forms which document payment of approved expenditures totaling \$4,827.90 for which we are requesting \$4,827.90 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$4,827.90.
- 3) Is this request for a FINAL payment on this project?     Yes     No

4) Remarks:

**CERTIFICATION**

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

  
(Signed)

Highway Superintendent  
(Municipal Highway Official Title)

03/18/13  
(Date)

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

**REVIEWED AND APPROVED FOR TRANSMITTAL**

by \_\_\_\_\_ Signed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Accounting Officer's Title)

\_\_\_\_\_  
(Duly Authorized)

DATE \_\_\_\_\_



**CHAPTER 90 - FINAL REPORT**

updated 8/2012

**CONTRACT#** NTF00002008 S00 51002

City/Town Townsend Project Road Building Equipment  
 Location(s) N/A  
 Length \_\_\_\_\_ Feet Width \_\_\_\_\_ Feet  
 Work was Started \_\_\_\_\_ and Completed \_\_\_\_\_  
 Work was Suspended / / and Resumed / /  
 Done by: Force Account \_\_\_\_\_ Advertised Contract \_\_\_\_\_ Other XX

\* **REMARKS: State Contract FAC #71**

|                      |                                   |                   |
|----------------------|-----------------------------------|-------------------|
| <b>EXPENDITURES:</b> | State Funds @ 100%                | \$4,827.90        |
|                      | Municipal Funds                   | \$                |
|                      | Other Funds                       | \$                |
|                      | <b>TOTAL PROJECT EXPENDITURES</b> | <b>\$4,827.90</b> |

**SCOPE OF WORK:**

**CERTIFICATION**

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 195 (April 27, 1981) and Chapter 11, Section 12.

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.

|                                   |          |
|-----------------------------------|----------|
| <b>PREPARED &amp; REVIEWED BY</b> |          |
|                                   |          |
|                                   |          |
| Superintendent                    | 03/18/13 |
| Highway Officer's Title           | Date     |
| Accounting Officer's Title        | Date     |

|                                     |      |
|-------------------------------------|------|
| <b>Signed:</b>                      |      |
|                                     |      |
|                                     |      |
|                                     |      |
|                                     |      |
|                                     |      |
| 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.

Town of Townsend

Schedule of Departmental Bills Payable

To the Accounting Officer:

The following named bills of the Highway Department, amounting in total to **\$ 4,827.90**

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

Date: December 3, 2012

  
Edward Kukkula, Highway Superintendent

Chapter 90 Compactor FY13

| Name                                | Description                     | Amount      | Total       |
|-------------------------------------|---------------------------------|-------------|-------------|
| Tri-County Contractors Supply, Inc. | Chap. 122 00002007S 51002       | \$ 4,827.90 |             |
|                                     | Chap. 122 00002007S 51002 Total |             | \$ 4,827.90 |
|                                     |                                 |             |             |
|                                     |                                 |             |             |
|                                     |                                 |             |             |
| Grand Total                         |                                 |             | \$ 4,827.90 |





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



Eastern Bank  
 LYNN, MA  
 83-179/113

Four Thousand Eight Hundred Twenty Seven Dollars AND Ninety CENTS

PAY  
 TO THE  
 ORDER  
 OF

TRI-COUNTY CONTRACTORS  
 154 WAYSIDE AVE.  
 W. SPRINGFIELD, MA 01089

DATE 12/04/2012 AMOUNT \*\*\*\*\*4,827.90

*Ruth Ann O. Goodrich*  
 AUTHORIZED SIGNATURE

⑈088655⑈ ⑆011301798⑆ 100 86601⑈

TOWN OF TOWNSEND

088655

| TRI-COUNTY CONTRACTORS   | amount  | invoice # / | date     | PO #   | Warrant No. 233 | 12/04/2012 # 88655 | amount | invoice # / | date | PO # |
|--------------------------|---------|-------------|----------|--------|-----------------|--------------------|--------|-------------|------|------|
| REV PLATE COMPACTOR      | 4827.90 | D35204      | 11/13/12 | 100488 |                 |                    |        |             |      |      |
| >>>> TOTAL ****4827.90 < |         |             |          |        |                 |                    |        |             |      |      |

**TRI-COUNTY CONTRACTORS SUPPLY, INC.**  
 154 WAYSIDE AVENUE  
 W SPRINGFIELD, MA 01089  
 Phone: 413-733-5189 Fax: 413-781-2102

**ORIGINAL**

Bill To: (3398)  
 TOWNSEND, TOWN OF  
 HIGHWAY DEPARTMENT  
 177 MAIN STREET  
 TOWNSEND, MA 01469

Ship To:  
 TOWNSEND, TOWN OF  
 HIGHWAY DEPARTMENT  
 177 MAIN STREET  
 TOWNSEND, MA 01469

| Date  |         | Ship Via  |              | F.O.B.   |            | Terms        |               | Our Order Number |           |  |
|---|---------|-----------|--------------|--|------------|--------------|---------------|------------------|-----------|--|
| 11/13/12  |         | DELIVERED |              | SHIP   |            | NET 30       |               | ES0              |           |  |
| Purchase Order Number   |         |           | Date Ordered |  | Ordered By |              | Salesperson   |                  | Reference |  |
| VERBAL - ED   |         |           | 11/06/12     |  |            |              | ROB CLARK III |                  |           |  |
| Quantity  |         |           | Part Number  | Description                                    | Unit Price | Amount       |               |                  |           |  |
| Required  | Shipped | B.O.      |              |  |            |              |               |                  |           |  |
| 1   | 1       | 0         | BPU3050A     | REV PLATE COMPACTOR<br>s/n 10182206<br>S232071 | 4827.90EA  | 4827.90      |               |                  |           |  |
|   |         |           |              |  |            | TOTAL (US\$) | 4827.90       |                  |           |  |
| <p>COMPLETE WITH TRANSPORT WHEELS</p> <p>ONE YEAR WARRANTY</p> <p>PRICING PER MASS STATE CONTRACT FAC #71</p> <p>MANUALS SENT WITH MACHINE</p> <p>12-03-12<br/>                 CHAP 90<br/>                 CHAP 122<br/>                 000020075<br/>                 51002<br/>                 \$4,827.90<br/>                 ER</p> |         |           |              |  |            |              |               |                  |           |  |

**The Commonwealth of Massachusetts**

4/4/2013 Draft

**MIDDLESEX SS.**

To the Constables of the Town of Townsend in the County of Middlesex,

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and wa inhabitants of said Town, qualified to vote in elections and in Town affairs, to meet at the Me Hall, 272 Main Street, on the following date:

3.9

**TUESDAY, MAY 7, 2013 AT 7:00 O’CLOCK IN THE EVENING**

for the Annual Town Meeting for then and there to act on the following articles:

**APPOINTMENTS AND REPORTS**

**ARTICLE 1**

To see if the Town will vote to authorize the Board of Selectmen to appoint all Town Officers unless other provisions are made by Massachusetts General Law, by Town Charter, or by vote of the Town, or take any other action in relation thereto.

**SUBMITTED BY:** Town Clerk

**ARTICLE 2**

To see if the Town will vote to hear reports of any Committees, Boards, Commissions, etc., or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 3**

To see if the Town will vote to choose a committee of three (3) West Townsend residents to serve as members of the James H. Tucker Fund in accordance with the bequest, for the sole purpose to keep the curbing, grave stones, and monuments in good order, or take any other action in relation thereto.

**SUBMITTED BY:** Cemetery & Parks Commission

**FINANCIAL – FISCAL YEAR 2013**

**ARTICLE 4**

To see if the Town will vote to transfer from available funds in the treasury, the sum of \$ \_\_\_\_\_ for the purpose of offsetting the FY13 Snow and Ice Deficit under the provisions of Massachusetts General Laws, Chapter 44, Section 31D, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen & Highway Department

**ARTICLE 5**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$ \_\_\_\_\_ for the purpose of paying prior fiscal year bills in accordance with the

provisions of Massachusetts General Laws, Chapter 44, Section 64, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 6**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury various sums to supplement the FY13 operating budget, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen & Finance Committee

**ARTICLE 7**

To see if the Town will vote to transfer \$ \_\_\_\_\_ from the cutting of trees on Turnpike Road and vote to transfer \$ \_\_\_\_\_ from the cutting of trees at Riverside Cemetery into the Cemetery Improvement Fund, or take any other action in relation thereto.

**SUBMITTED BY:** Cemetery Commission

**ARTICLE 8**

To see if the Town will vote to amend the vote under Article 16 of the Special Town Meeting held on May 1, 2012 which appropriated funds for a feasibility study on potential options for combining Fire and EMS buildings, or take any action in relation thereto.

**SUBMITTED BY:** Fire Chief

**ARTICLE 9**

To see if the Town will vote to transfer Fire-EMS Department fine receipts to a fund for training for Fire-EMS Department personnel, or take any other action in relation thereto.

**SUBMITTED BY:** Fire Chief

**ARTICLE 10**

To see if the Town will vote to raise and appropriate, borrow or transfer the sum of \$ \_\_\_\_\_ for the purpose of funding costs associated with the building and installation of a handicap ramp at the West Townsend Reading Room at 264 Dudley Road, West Townsend, or take any other action in relation thereto.

**SUBMITTED BY:** West Townsend Reading Room Committee

**ARTICLE 11**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of **\$15,000.00** to supplement the Townsend Conservation Commission's Land Fund, or take any other action in relation thereto.

**SUBMITTED BY:** Conservation Commission

**FINANCIAL – FISCAL YEAR 2014**

**ARTICLE 12**

To see if the Town will vote to continue to authorize revolving funds for certain town departments under Massachusetts General Laws, Chapter 44, Section 53E½ for FY2014 beginning July 1, with the specified receipts credited to each fund, the purposes for which each fund may be spent, the amount annual expenditures shall not exceed, and the entity authorized to expend from the fund, as outlined in the following table, or take any other action in relation thereto.

| <u>Line</u> | <u>Revolving Fund</u>                         | <u>Entity Authorized to Spend Fund</u> | <u>Receipts Credited</u>   | <u>Spending Purposes</u>   | <u>FY Spending Limit</u> |
|-------------|---|--|--|--|--------------------------|
| 1           | Board of Health Revolving Account             | Board of Health                        | Fees from recyclable items   | Operating costs for recycling center, landfill, and curbside pick up, and capital needs of the recycling center. | \$ 22,000.00             |
| 2           | Recreation Revolving Account                  | Recreation Commission                  | Fees from recreation programs  | Operating costs and capital needs for recreation programs.   | \$ 52,000.00             |
| 3           | Facilities Maintenance Revolving Account      | Town Administrator                     | Fees from rental of the Townsend Meeting Hall  | Operating costs and capital needs of the Townsend Meeting Hall   | \$ 7,500.00              |
| 4           | Cemetery Cost of Internment Revolving Account | Cemetery & Park Commissioners          | Fees from burials  | Operating costs and capital needs of the cemetery department.  | \$ 30,000.00             |
| 5           | Fire Alarm Maintenance Revolving Account      | Chief of Fire/EMS Department           | Annual fire alarm maintenance fees, connect fees, and fine assessments.  | Operating costs and capital needs for the Town's portion of the fire alarm system.                               | \$ 4,000.00              |
| 6           | Animal Care Program Revolving Account         | Animal Control Officer                 | Fees and other receipts from pet owners of animals requiring emergency medical treatment while in the care and custody of the Town | Board, care and veterinary expenses associated with animals found abandoned or injured.                          | \$ 10,000.00             |

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 13**

To see if the Town will vote to appropriate and transfer from receipts reserved for appropriation accounts for FY 2014 beginning July 1, amounts as outlined in the following table, or take any action in relation thereto.

| <u>Line</u> | <u>Fund to Transfer From</u>                         | <u>General Fund<br/>Appropriation Made To</u> | <u>Authorized by</u>                 | <u>Purpose</u>  | <u>Amount *</u> |
|-------------|--|---|--------------------------------------|---|-----------------|
| 1           | Cemetery Sale of Lot Fund                            | Cemetery Improvement Fund                     | Cemetery & Parks Commissioners       | Supplement operating costs and capital needs of the cemetery department.                  | \$ _____        |
| 2           | Comcast Government Access Account                    | MIS Department Expenses                       | Board of Selectmen                   | Supplement funding for operating costs of the MIS department.                             | \$ _____        |
| 3           | Title 5 MWPAT Receipts Reserved Account              | Debt Service - MWPAT                          | Treasurer                            | Supplement funding for repayment of debt owed to the Mass Water Pollution Abatement Trust | \$ _____        |
| 4           | West Townsend Reading Room Receipts Reserved Account | West Townsend Reading Room Expenses           | West Townsend Reading Room Committee | Supplement funding for operating costs of the Reading Room.                               | \$ _____        |
| 5           | Ambulance Receipts Reserved Account                  | Fire/EMS Department Expenses                  | Chief of Fire/EMS Department         | Supplement funding for operating costs of Emergency Medical Services.                     | \$ _____        |

\* Amounts voted under this article will appear as reductions to requested appropriations within the detailed budget for FY14 Town operations.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 14**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of **\$4,000.00** for the purpose of funding the Assessors' FY14 Periodic Inspections and Property Data Verification Program as mandated by the Massachusetts Department of Revenue, Bureau of Local Assessments, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Assessors

**ARTICLE 15**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$ \_\_\_\_\_ for the purpose of funding the Town's match for a Municipal Recycling Enforcement Grant, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Health

**ARTICLE 16**

To see if the Town will vote to approve the **\$600,000.00** borrowing authorized by the North Middlesex Regional School District for the purpose of paying costs of construction of a new septic system, including the payment of all costs incidental and related thereto, to be located at Hawthorne Brook Middle School, 64 Brookline Road, Townsend, said system to service the Hawthorne Brook Middle School and Squannacook Early Childhood Center, said amount to be expended at the direction of the North Middlesex Regional School District School Committee, or take any other action in relation thereto.

**SUBMITTED BY:** School Committee of North Middlesex Regional School District

**ARTICLE 17**

To see if the Town will vote to transfer from the capital stabilization fund the amount of \$203,500.00 for the purpose of paying the FY14 debt service to the North Middlesex Regional School District for the Town's assessment for the Spaulding Memorial School, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 18**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury, such sums that may be necessary to defray the charges and expenses of the Town for Fiscal Year 2014 pursuant to a detailed budget totaling \$ \_\_\_\_\_, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen & Finance Committee

**ARTICLE 19**

To see if the Town will vote to appropriate the sum of \$ \_\_\_\_\_ to operate the Water Department for Fiscal Year 2014 and that \$ \_\_\_\_\_ of this sum come from Water Enterprise Fund revenues and, in order to fund the cost of inter-municipal expenses, that \$ \_\_\_\_\_ of this sum be appropriated in the general fund and funded from enterprise revenues, or take any other action in relation thereto.

**SUBMITTED BY:** Water Department & Finance Committee

**ARTICLE 20**

To see if the Town will vote to fix the salaries and compensation of all elected Officers of the Town as provided by M.G.L. Chapter 41, Section 108, as amended, and as appropriated in this warrant, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen & Finance Committee

**ARTICLE 21**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$ \_\_\_\_\_ to implement collective bargaining agreements entered into between the Town and the following:

1. American Federation of State, County, and Municipal Employees, Council 93, Local 1703, Highway Union
2. American Federation of State, County, and Municipal Employees, Council 93, Local 3470, Telecommunications Union
3. American Federation of State, County, and Municipal Employees, Council 93, Local 3470, Police Union.
4. International Association of Firefighters, Career Firefighters of Townsend, Local 4879.

or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 22**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$ \_\_\_\_\_ for the purpose of supplementing the stabilization fund, as allowed under MGL Chapter 40, Section 5B, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 23**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$ \_\_\_\_\_ for the purpose of supplementing the capital stabilization fund, including debt service payments of capital items, as allowed under Massachusetts General Laws, Chapter 40, Section 5B, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 24**

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury, such sums that may be necessary to fund capital improvements and/or capital equipment for Fiscal Year 2014 pursuant to a detailed budget totaling \$ \_\_\_\_\_, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen and Capital Planning Committee

**BYLAWS AND ADOPTIONS**

**ARTICLE 25**



To see if the Town will vote to establish an Agricultural Commission to represent the Townsend agricultural community.

Said Commission shall serve as facilitators for encouraging the pursuit of agriculture in Townsend; shall promote agricultural-based economic opportunities in Town; act as mediators, advocates, educators, and/or negotiators on farming and forestry issues, shall work for preservation of prime agricultural and forestry lands; and shall pursue all initiatives appropriate to creating a sustainable agricultural community.

The Commission shall consist of five members appointed by the Board of Selectmen or designee. The Commission shall consist of a minimum of three members who derive income from farming, forestry or agricultural-based enterprises in Townsend and another two members who are interested in farming. Three members will be appointed for a term of three years; two members for a term of two years and three years thereafter. Up to three alternates may also be appointed by the Board of Selectmen, each for one-year terms.

The appointing authority shall fill a vacancy based on the unexpired term of the vacancy or to maintain the cycle of appointments, based on recommendations of the Commission.

- 1 Appointing Authority: Board of Selectmen
- 2 Establish number of members of Commission: 5 plus 3 alternates
- 3 Establish terms of serve: staggered, see article
- 4 Establish whether members must be Town residents: Yes
- 5 Method for filling vacancies: Board of Selectmen
- 6 Purpose of the Commission: Promote Agricultural-based economic opportunities; revitalize and preserve the Townsend agricultural industry; and encourage the pursuit of agriculture including forestry as a lifestyle.
- 7 Reporting on its projects on an annual basis within the town report

Or take any other action in relation thereto.

**SUBMITTED BY:** Conservation Commission

#### **ARTICLE 26**

To see if the Town will vote, as authorized by Chapter 256 of the Acts of 2010, and incorporated into Massachusetts General Laws as Chapter 6, Section 172 B1/2 to create a bylaw enabling the Police Department to conduct State and Federal Fingerprint Based Criminal History checks for individuals applying for the following licenses:

- Hawking and Peddling or other Door-to-Door Salespeople,
- Manager of Alcoholic Beverage License,
- Owner or Operator of Public Conveyance,
- Dealer of Second-hand Articles,
- Pawn Dealers,
- Hackney Drivers, and
- Ice Cream Vendors

And to adopt appropriate policies and procedures to effectuate the purposes of this bylaw, or take any other action in relation thereto.

**SUBMITTED BY:** Police Chief

**ARTICLE 27**

To see if the Town will vote to amend the General bylaws, Chapter 112 Streets and Sidewalks, section 112-13 Permit required to excavate or occupy street by adding the underlined language:

**S. 112-13. Permit required to excavate or occupy street.**

Except in case of emergency, no Town way, or other way, which the Town of Townsend is, by law, obligated to maintain and keep in repair shall be dug up, no opening made therein for any purpose, nor shall any material be dumped or placed thereon, or removed therefrom, or changed, without the written permit from a majority of the Board of Selectmen or its designee and then only in accordance with the Board's regulations, and the work shall be done under supervision of the Superintendent of Highways; and the entire expense of replacing and resurfacing the highway at the same level and in as good condition as before, with materials equal in specifications to those removed, shall be paid by the person or persons to whom the permit was given, or by whom the work was done. The Board of Selectmen or its designee may require a bond to guarantee the faithful and satisfactory performance of the work and payment for any damage to any such way caused by or resulting from the operations authorized by such permit. The amount of the bond shall be determined by the Selectmen or its designee, not to exceed the estimated cost of the work and any possible damage.

Or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 28**

To see if the Town will vote to amend the general bylaws, Chapter 90, Personnel Policies, by deleting the existing language which reads:

**S. 90-1. Adoption of noncontractual personnel policies and procedures.**

Any noncontractual personnel policy and/or procedure of the Town as affirmatively voted and signed off by the majority of elected boards and commissions shall be applicable to all noncontractual Town employees.

**S. 90-2. Promotions and transfers.**

When an employee in the Town's wage matrix is promoted or transferred to a higher-rated position, he/she shall enter it at the minimum rate for that position. If his/her existing rate is higher than the minimum rate of the new position, he/she will advance to the next step above his/her present rate. He/she may also receive a one-step increase at the time of promotion, if the department head so recommends in writing, and as warranted by the employee's qualifications and performance, subject to the approval of the Board of Selectmen.

If an employee in the Town's wage matrix is transferred to a lower-rated position, he/she shall enter it at his/her rate in the position from which he/she is transferred. The pay rate of such employee shall be adjusted to the appropriate rate for his/her new position within one year by such adjustments as the Board of Selectmen shall determine.

And inserting the following in its place:

The Board of Selectmen shall, by majority vote, adopt personnel policies and procedures to address employment related matters. Such personnel policies and procedures shall include but not be limited to performance evaluation, grievance procedure, disciplinary action, layoff, employee safety, employee compensation and benefits, affirmative action, and sexual harassment.

Employees shall be provided an opportunity to review and comment on any proposed personnel policy prior to the Board's vote by to adopt. The decision of the Board of Selectmen is final and binding.

Or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 29**

To see if the Town will vote to accept Massachusetts General Law Chapter 143, Section 3Z, relative to part time inspector of buildings, building commissioner, local inspector, or alternate inspector; other employment, or take any other action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 30**

To see if the Town will vote to change Chapter 28-3 Dog Licenses Section B of the Code of the Town of Townsend to read: Any person or entity who fails to register and license their dog each year by the last day of February in the Town of Townsend, Middlesex County, and pay the fees and charges under any and all applicable ordinances, bylaws or regulations adopted/observed by the Town of Townsend will be required to pay the Town a late fee, in the amount of ~~five dollars (\$5.00)~~ ten dollars (\$10). Any one acquiring a dog six months of age or older, after the last day of February in any year shall have thirty (30) days from the date of acquisition which shall be presumed to be the date of the rabies certificate, to register and license the dog or be subject to a late fee of five dollars (\$5.00) ten dollars (\$10.00). or take any action thereto?

**SUBMITTED BY:** Town Clerk

**CHARTER AMENDMENTS**

**ARTICLE 31**

To see if the Town will vote to amend the Townsend Home Rule Charter by amending Section 3-1(a) by striking "Tax Collector," and by striking in its entirety Section 3-5 Tax Collector, and by amending Section 3-2(d) by inserting "Town Collector" before "Constables." Or take any action in relation thereto.

**SUBMITTED BY:** Board of Selectmen

**ARTICLE 32**

To see if the Town will vote to amend the Townsend Home Rule Charter consistent with the recommendations of the Charter Review Committee's final report by amending various sections to correct typographical, grammatical, and syntax errors, and by moving various sections to improve

readability of the Charter, said changes being non-substantive in nature, or take any action in relation thereto.

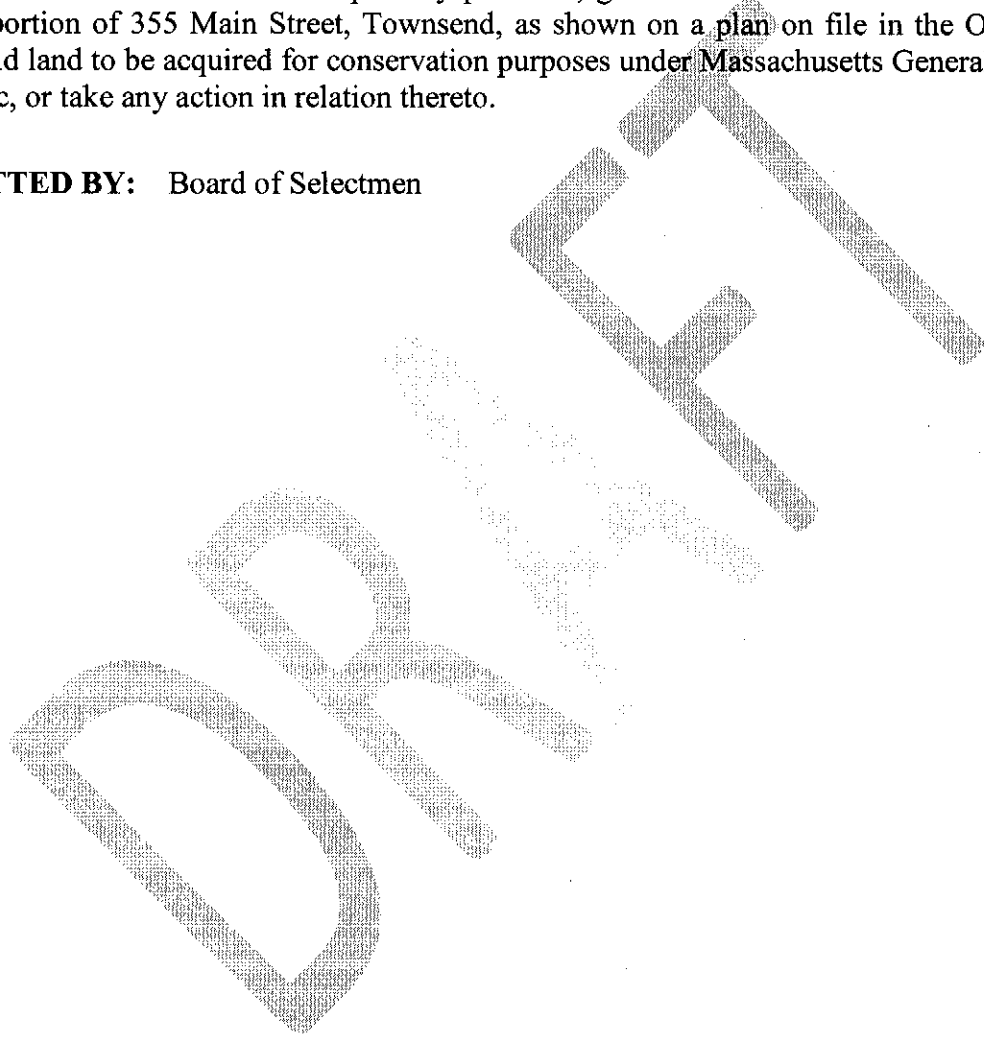
**SUBMITTED BY:** Board of Selectmen and Charter Review Committee

**LAND ACQUISITION**

**ARTICLE 33**

To see if the Town will vote to acquire by purchase, gift or eminent domain a certain parcel of land being a portion of 355 Main Street, Townsend, as shown on a plan on file in the Office of the Town Clerk, said land to be acquired for conservation purposes under Massachusetts General Laws chapter 40, section 8c, or take any action in relation thereto.

**SUBMITTED BY:** Board of Selectmen



And you are directed to serve this Warrant, by posting up attested copies thereof at **MEMORIAL HALL, 272 MAIN STREET** at the Center, **WEST TOWNSEND FIRE STATION, 460 MAIN STREET** in West Townsend, **POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD, NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET,** and **HARBOR CHURCH, 80 MAIN STREET** in said Town, at least **SEVEN (7)** days before the time of holding said meeting.

**HEREOF FAIL NOT**, and make due return of this Warrant, with your doings thereon, to the Town Clerk, at the time and place of the meeting, as aforesaid.

Given under our hands this \_\_\_\_ day of \_\_\_\_\_ in the year **Two Thousand-Thirteen.**

**SELECTMEN OF TOWNSEND**

\_\_\_\_\_  
Nicholas Thalheimer, Chairman

\_\_\_\_\_  
Sue Lisio, Vice Chairman

\_\_\_\_\_  
Robert Plamondon, Clerk

**A true copy. ATTEST:**

\_\_\_\_\_  
CONSTABLE

**MIDDLESEX, SS.**

PURSUANT TO THE WITHIN WARRANT, I have notified and warned the inhabitants of the Town of TOWNSEND by posting up attested copies of the same at: MEMORIAL HALL, 272 MAIN STREET AT THE CENTER, WEST TOWNSEND FIRE STATION, 460 MAIN STREET IN WEST TOWNSEND, POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD, NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, and HARBOR CHURCH, 80 MAIN STREET, AT LEAST **SEVEN (7) DAYS** BEFORE THE DATE OF THE MEETING, AS WITHIN DIRECTED.

*Constable of TOWNSEND*

| SIGNATURE                            | TIME  | MONTH | DAY   | YEAR  |
|--------------------------------------|-------|-------|-------|-------|
| MEMORIAL HALL                        | _____ | _____ | _____ | _____ |
| WEST TOWNSEND FIRE STATION           | _____ | _____ | _____ | _____ |
| NORTH MIDDLESEX REGIONAL HIGH SCHOOL | _____ | _____ | _____ | _____ |
| POLICE/COMMUNICATIONS CENTER         | _____ | _____ | _____ | _____ |
| HARBOR CHURCH                        | _____ | _____ | _____ | _____ |

INTERMUNICIPAL AGREEMENT  
BETWEEN  
THE TOWN OF TOWNSEND  
AND  
THE TOWN OF DUNSTABLE

3.10

**Re: Shared Town Accountant Services**

This Intermunicipal Agreement (this "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2013, in accordance with the provisions of Massachusetts General Laws, Chapter 40, Section 4A as amended, by and between the **Town of Townsend** ("Townsend"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, with an address of Memorial Hall, Upper Level, 272 Main Street, Townsend, Massachusetts 01469, and the **Town of Dunstable** ("Dunstable"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, with an address of 511 Main Street, Dunstable, MA 01827.

**Recitals**

WHEREAS, Townsend employs a Town Accountant who works at least twenty (20) hours per week and performs the duties of a Town Accountant in Massachusetts; and

WHEREAS, Dunstable is in need of a Town Accountant for approximately ten (10) hours per week; and

WHEREAS, Dunstable has requested of Townsend to share the services of the Town Accountant; and

WHEREAS, Townsend is amenable to sharing the services of the Town Accountant; and

WHEREAS, Dunstable and Townsend are each duly authorized to enter into this Agreement by votes of the respective Boards of Selectmen, in accordance with G.L. c. 40, §4A.

NOW THEREFORE, in consideration of \_\_\_\_\_ paid by Dunstable to Townsend and the promises and mutual benefits to be derived by the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Agreements**

1. Recitals. The recitals above are true and accurate and are incorporated herein by reference.
2. Employment. The Town Accountant is and will remain an employee of the Town of Townsend. All compensation and benefits will be processed through Townsend's payroll and benefits systems.

3. Dunstable's Rights. Dunstable hereby agrees to make monthly payments to Townsend, which payment will compensate Townsend for the hours the Town Accountant devotes to Dunstable plus a pro rata share of the benefits the Town Accountant is entitled to as a full time employee under Townsend's Non-Union Personnel Policies & Procedures. An itemized invoice for services will be issued by Townsend to Dunstable by the 5<sup>th</sup> of each month. Dunstable agrees to issue payment to Townsend not later than the last day of the invoiced month.

4. Term. This Agreement shall be for fiscal years 2014 and 2015, commencing on July 1, 2013 and terminating on June 30, 2015 (the "Term"), unless sooner terminated in accordance with the provisions of Section 6 below. The Parties may extend this agreement for additional terms up to three (3) years each, in the same manner as this Agreement was initially adopted.

4. Scheduling. Townsend and Dunstable agree to work cooperatively to ensure the interests of each town are satisfied without detriment to the other. Dunstable shall have the right to use the services of the Town Accountant fifty-two and two-tenths (52.2) weeks per year. At the start of the term of this Agreement the Town Accountant shall normally work in Townsend on Mondays and Tuesdays and shall normally work in Dunstable on Wednesdays, and shall normally work in both communities on Fridays. The Towns agree to allow the above noted days to change subject to the needs of the Town Accountant and the Towns, by mutual satisfaction.

5. Interim Town Accountant Services. Dunstable's Town Accountant has resigned effective March 1, 2013. Dunstable is in need of Town Accountant for the remainder of FY2013 (June 30, 2013). Commencing with the next pay period following the signing of this Agreement by Townsend and Dunstable and continuing for the remainder of FY13, Dunstable agrees to employ Townsend's incumbent Town Accountant. Dunstable agrees to compensate the incumbent Town Accountant at the rate paid by Townsend, \$31.15/hour.

6. Withdrawal/Termination. Townsend or Dunstable may withdraw or terminate this Agreement at any time by a vote of its respective Board of Selectmen. Either Town may terminate this Agreement if the other has breached any material term hereof and the same has not been remedied within ninety (90) days after receipt of notice from the other Town specifying such breach. Upon any termination of this Agreement, neither party shall be entitled to a return of any funds expended pursuant to this Agreement.

7. Subject to Annual Appropriation. All financial obligations of the parties shall at all times be subject to annual municipal appropriation.

8. Assignment: No party shall assign, sublet or otherwise transfer its rights under this Agreement, in whole or in part, without the prior written consent of the other party.

9. Amendments: This Agreement shall not be modified or amended except by a written document executed by the Board of Selectmen for the Town of Townsend or the Board of Selectmen for the Town of Dunstable.



10. Notices: 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 herein 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.

11. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and all parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

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. 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. Notwithstanding the foregoing, this Agreement shall be subject to the terms and provisions of the District Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

TOWN OF TOWNSEND,  
By its Board of Selectmen

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TOWN OF DUNSTABLE,  
By its Board of Selectmen

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DISTRICT VOTE

VOTED: That the North Middlesex Regional School District (the "District") hereby appropriates the amount of Six Hundred Thousand (\$600,000) Dollars for the purpose of paying costs of construction of a new septic system to be located at Hawthorne Brook Middle School, 64 Brookline Road, Townsend,) said system to service the Hawthorne Brook Middle School and the Squannacook Early Childhood Center, said amount to be expended under the direction of the North Middlesex Regional School District School Committee . To meet this appropriation, the District is authorized to borrow said amount under and pursuant to M.G.L. Chapter 71, Section 16(d), and the District Agreement, as amended, or pursuant to any other enabling authority.

FURTHER VOTED: That within seven (7) days from the date on which this vote is adopted the Secretary be and hereby is instructed to notify the Board of Selectmen of each of the member towns of this District as to the amount and general purposes of the debt herein authorized, as required by the District Agreement and by Chapter 71, Section 16(d), of the General Laws.

MEMBER TOWN ARTICLE AND VOTE FOR APPROVAL OF DISTRICT DEBT

ARTICLE: To see if the Town will approve the \$600,000 borrowing authorized by the North Middlesex Regional School District for the purpose of paying costs of construction of a new septic system to be located at Hawthorne Brook Middle School, 64 Brookline Road, Townsend,) said system to service the Hawthorne Brook Middle School and the Squannacook Early Childhood Center, said amount to be expended at the direction of the North Middlesex Regional School District School Committee.

MOTION: That the Town hereby approves the \$600,000 borrowing authorized by the North Middlesex Regional School District for the purpose of paying costs of construction of a new septic system to be located at Hawthorne Brook Middle School, 64 Brookline Road, Townsend,) said system to service the Hawthorne Brook Middle School and the Squannacook Early Childhood Center, said amount to be expended at the direction of the North Middlesex Regional School District School Committee.

**NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT**  
**Septic Repair Project**  
**10 Year Bond combined with other District bonding**

DISTRICT

| Year | Principal Outstanding | Interest Rate | Interest Payment    | Principal Payment    | Total                |                      |
|------|-----------------------|---------------|---------------------|----------------------|----------------------|----------------------|
|      |                       |               |                     |                      | Principal & Interest | Interest             |
| 0    | \$ 600,000            | 2.00%         | \$ -                | \$ -                 | \$ -                 | \$ -                 |
| 1    | 540,000               | 2.00%         | 12,000.00           | 60,000.00            | 72,000.00            | 72,000.00            |
| 2    | 480,000               | 2.00%         | 10,800.00           | 60,000.00            | 70,800.00            | 70,800.00            |
| 3    | 420,000               | 2.00%         | 9,600.00            | 60,000.00            | 69,600.00            | 69,600.00            |
| 4    | 360,000               | 2.00%         | 8,400.00            | 60,000.00            | 68,400.00            | 68,400.00            |
| 5    | 300,000               | 2.00%         | 7,200.00            | 60,000.00            | 67,200.00            | 67,200.00            |
| 6    | 240,000               | 2.00%         | 6,000.00            | 60,000.00            | 66,000.00            | 66,000.00            |
| 7    | 180,000               | 2.00%         | 4,800.00            | 60,000.00            | 64,800.00            | 64,800.00            |
| 8    | 120,000               | 2.00%         | 3,600.00            | 60,000.00            | 63,600.00            | 63,600.00            |
| 9    | 60,000                | 2.00%         | 2,400.00            | 60,000.00            | 62,400.00            | 62,400.00            |
| 10   | -                     |               | 1,200.00            | 60,000.00            | 61,200.00            | 61,200.00            |
|      |                       |               | <u>\$ 66,000.00</u> | <u>\$ 600,000.00</u> | <u>\$ 666,000.00</u> | <u>\$ 666,000.00</u> |

TOWNSEND 76.58%

| Year | Principal Outstanding | Interest Rate | Interest Payment    | Principal Payment    | Total                |                      |
|------|-----------------------|---------------|---------------------|----------------------|----------------------|----------------------|
|      |                       |               |                     |                      | Principal & Interest | Interest             |
| 0    | \$ 459,480            | 2.00%         | \$ -                | \$ -                 | \$ -                 | \$ -                 |
| 1    | 413,532               | 2.00%         | 9,189.60            | 45,948.00            | 55,137.60            | 55,137.60            |
| 2    | 367,584               | 2.00%         | 8,270.64            | 45,948.00            | 54,218.64            | 54,218.64            |
| 3    | 321,636               | 2.00%         | 7,351.68            | 45,948.00            | 53,299.68            | 53,299.68            |
| 4    | 275,688               | 2.00%         | 6,432.72            | 45,948.00            | 52,380.72            | 52,380.72            |
| 5    | 229,740               | 2.00%         | 5,513.76            | 45,948.00            | 51,461.76            | 51,461.76            |
| 6    | 183,792               | 2.00%         | 4,594.80            | 45,948.00            | 50,542.80            | 50,542.80            |
| 7    | 137,844               | 2.00%         | 3,675.84            | 45,948.00            | 49,623.84            | 49,623.84            |
| 8    | 91,896                | 2.00%         | 2,756.88            | 45,948.00            | 48,704.88            | 48,704.88            |
| 9    | 45,948                | 2.00%         | 1,837.92            | 45,948.00            | 47,785.92            | 47,785.92            |
| 10   | -                     |               | 918.96              | 45,948.00            | 46,866.96            | 46,866.96            |
|      |                       |               | <u>\$ 50,542.80</u> | <u>\$ 459,480.00</u> | <u>\$ 510,022.80</u> | <u>\$ 510,022.80</u> |

**NORTH MIDDLESEX REGIONAL SCHOOL DISTRICT  
Septic Repair Project  
5 Year BAN with Paydown**

DISTRICT

| Year | Principal Outstanding | Interest Rate | Interest Payment | Principal Payment | Total Principal & Interest |
|------|-----------------------|---------------|------------------|-------------------|----------------------------|
| 0    | \$ 600,000            | 0.75%         | \$ -             | \$ -              | \$ -                       |
| 1    | 480,000               | 0.75%         | 4,500.00         | 120,000.00        | 124,500.00                 |
| 2    | 360,000               | 1.25%         | 3,600.00         | 120,000.00        | 123,600.00                 |
| 3    | 240,000               | 1.75%         | 4,500.00         | 120,000.00        | 124,500.00                 |
| 4    | 120,000               | 2.25%         | 4,200.00         | 120,000.00        | 124,200.00                 |
| 5    | -                     | 2.75%         | 2,700.00         | 120,000.00        | 122,700.00                 |
|      |                       |               | \$ 19,500.00     | \$ 600,000.00     | \$ 619,500.00              |

TOWNSEND 76.58%

| Year | Principal Outstanding | Interest Rate | Interest Payment | Principal Payment | Total Principal & Interest |
|------|-----------------------|---------------|------------------|-------------------|----------------------------|
| 0    | \$ 459,480            | 0.75%         | \$ -             | \$ -              | \$ -                       |
| 1    | 367,584               | 0.75%         | 3,446.10         | 91,896.00         | 95,342.10                  |
| 2    | 275,688               | 1.25%         | 2,756.88         | 91,896.00         | 94,652.88                  |
| 3    | 183,792               | 1.75%         | 3,446.10         | 91,896.00         | 95,342.10                  |
| 4    | 91,896                | 2.25%         | 3,216.36         | 91,896.00         | 95,112.36                  |
| 5    | -                     | 2.75%         | 2,067.66         | 91,896.00         | 93,963.66                  |
|      |                       |               | \$ 14,933.10     | \$ 459,480.00     | \$ 474,413.10              |

ASHBY 23.42%

| Year | Principal Outstanding | Interest Rate | Interest Payment | Principal Payment | Total Principal & Interest |
|------|-----------------------|---------------|------------------|-------------------|----------------------------|
| 0    | \$ 140,520            | 0.75%         | \$ -             | \$ -              | \$ -                       |
| 1    | 112,416               | 0.75%         | 1,053.90         | 28,104.00         | 29,157.90                  |
| 2    | 84,312                | 1.25%         | 843.12           | 28,104.00         | 28,947.12                  |
| 3    | 56,208                | 1.75%         | 1,053.90         | 28,104.00         | 29,157.90                  |
| 4    | 28,104                | 2.25%         | 983.64           | 28,104.00         | 29,087.64                  |
| 5    | -                     | 2.75%         | 632.34           | 28,104.00         | 28,736.34                  |
|      |                       |               | \$ 4,566.90      | \$ 140,520.00     | \$ 145,086.90              |

3.12

**TOWN OF TOWNSEND  
272 MAIN STREET, TOWNSEND, MA 01469**

**NOTICE OF APPROVAL OF SPECIAL PERMIT**

This is to certify that:

**JOHN FORS**

V.F.W. Post #6538      491A Main Street      West Townsend, MA

**THE ABOVE NAMED NON PROFIT ORGANIZATION IS HEREBY  
GRANTED A SPECIAL LICENSE FOR THE SALE OF ALL  
ALCOHOLIC BEVERAGES, TO BE DRUNK ON THE PREMISES  
Under Chapter 138, Section 14, of the Liquor Control Act**

In conjunction with a "Jack & Jill" to be held on **May 11, 2013**, with sale hours  
from **8:00P.M. to 12:00P.M.**

The license is granted in conformity with the Statutes and ordinances relating  
thereto, and expires **May 11, 2013** unless sooner suspended or revoked.

Date:

**THE LOCAL LICENSING AUTHORITIES**

**SEE ATTACHED CONDITIONS OF LICENSE**



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The Commonwealth of Massachusetts  
The Alcoholic Beverages Control Commission  
238 Causeway Street, Suite 200  
Boston, MA 02114

Telephone (617) 727-3040  
Fax (617) 727-1258

**NOTICE OF APPROVAL OF SPECIAL LICENSE**

The Local Licensing Authorities of the within named City or Town have approved, pursuant to the provisions of Chapter 138 Section 14, issuance of a Special License as described herein.

City/Town: Townsend  
Date of Local Authority Approval: April 09, 2013  
Name of Licensee: John Fors  
Address of Licensee: 491A Main Street, Townsend, MA  
Effective Date or Dates of License: May 11, 2013  
Authorized Hours of Sales: 8:00A.M. to 12:00P.M.  
Description of the Licensed Premise: VFW Post 6538, 491A Main Street, West Townsend MA in conjunction with a "Jack & Jill."

License is for sale of:  
All Alcoholic Beverages: X  
Wines and Malt Beverages Only:  
Wines Only:  
Malt Beverages Only:

The Licensed Activity or Enterprise is:  
For profit:  
Non-profit: X

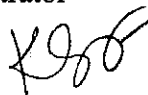
Is the license for a dining hall maintained by an incorporated educational institution authorized to grant degrees? \_\_\_\_\_

Restrictions attached to the license by the local authority: SEE ATTACHED

***THE LOCAL LICENSING AUTHORITY***

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF TOWNSEND**  
**OFFICE OF THE TOWN ACCOUNTANT**  
272 MAIN STREET  
TOWNSEND, MA 01469  
PHONE: 978-597-1700 x 1705

To: Andy Sheehan, Town Administrator  
From: Kim Fales, Town Accountant   
Re: Candidate for Department Assistant to the Town Accountant  
Date: April 2, 2013

I have received 3 applications for the position of Department Assistant to the Town Accountant. Based on a review of the applications, I have interviewed one candidate. I have included a copy of the application and resume for your review.

Susan Bresnick is currently the accounting clerk for the Town of Dunstable. She has held that position since March 2012. Her duties in Dunstable are the same as the duties of the vacant position in Townsend. Susan has extensive administrative work experience with the Mass Correctional Institutes as well as managing all phases of her husband's construction company. I have had the opportunity to work with Susan in Dunstable and she is efficient, professional, competent and pleasant.

I would like to request the Board of Selectmen to appoint Susan Bresnick to the position of Department Assistant to the Town Accountant.



# Susan Scioli Bresnick

165 Forge Village Road  
Groton, Ma 01450  
(978)448-9012  
susan@suescioli.com

## Objective

To optimize my professional abilities in an administrative position where I can utilize my office experience.

## Qualifications

Computerized Payroll System, Typing, Detail Oriented, Accounting, Word Processing

## Education

1986 Littleton High School Graduate

## Relevant Experience

### Accounts Payable Clerk

March 2012 to present

Dunstable Town Hall, Dunstable, Ma

Prepares and process weekly bills submitted by Town Hall Departments, prepares and logs bi-weekly payroll information onto the VADAR Operating System. Prints and process weekly check runs. Files as needed. Reports directly to Town Accountant.

### Office Manager

1997 to present

On The Level Construction & Excavation, Inc.

Groton, Ma

Perform all administrative functions involved in running a busy construction company. Answer phones, bookkeeping, accounts receivable, accounts payable, job costing, and employee payroll.

### Treasurer II

1997 to 2000

South Middlesex Correctional Center

Framingham, Ma

Performed all administrative functions involved in managing the inmate account system in a major correctional facility. Answered phones, resolved financial issues, filing, cash management, research financial history. Employee payroll, employee payroll record keeping

### Clerk IV

1992 to 1997

Massachusetts Correctional Institute Lancaster

Lancaster, Ma

Assist Institution Treasurer in performing all administrative functions involved in managing the inmate account system in a major correctional facility. Employee payroll, employee payroll record keeping

### Entry Data Processor II

1987 to 1992

Massachusetts Correctional Institute Concord

Concord, Ma

Assist Institution Treasurer in performing all administrative functions involved in managing the inmate account system, in a major correctional facility.

## References Available

# VOLUNTEER RESPONSE FORM

A.2



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

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

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

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

Name: KEVIN SMITH Tel. Home No. (978) 597-2043

Work No. (978) 597-0942 Cell No. (978) 71-0499 e-mail \_\_\_\_\_

Address: 160 NORTH END RD

Occupation: SITE CONTRACTOR

Amount of time available (per week/per month): 2

Background/Experience \_\_\_\_\_

## LIST ORDER OF PREFERENCE

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

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