



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

Sue Lisio, *Chairman*

Robert Plamondon, *Vice-Chairman*

Colin McNabb, *Clerk*

Andrew J. Sheehan,
Town Administrator

Office (978) 597-1700

Fax (978) 597-1719

SELECTMEN'S MEETING AGENDA
JULY 2, 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: June 18, 2013. Votes may be taken.

II APPOINTMENTS /HEARINGS

None

III MEETING BUSINESS

- 3.1 Review and approve Disclosure, Determination and Consent for Town Counsel Kopelman & Paige to represent the Town of Townsend and the Town of Lunenburg in negotiating an intermunicipal agreement to purchase solar net metering credits. Votes may be taken.
- 3.2 Review and approve FY14 Material Bid Contract Extension for Highway Department's purchase of washed sand, reclamation, bituminous asphalt, and crack sealing. Votes may be taken.
- 3.3 Review and award FY14 contract for operation and maintenance of government access channel to Radio Engineering Associates, Inc. (REA) for \$12,000. Votes may be taken:
- 3.4 Review mandatory referral from Planning Board for a Site Plan Review Special Permit to operate a furniture moving and storage business at 35 Scale Lane. Votes may be taken.
- 3.5 Review and approve request of Police Chief Erving Marshall to be reimbursed for two weeks of unused vacation as allowed in his employment contract. Votes may be taken.
- 3.6 Review and approve request of Town Administrator Andrew Sheehan to be reimbursed for two weeks of unused vacation as allowed in his employment contract. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Vote to appoint Mary Letourneau as Inspector of Animals from July 1, 2013 to June 30, 2014. Votes may be taken.
- 4.2 Vote to appoint Mary Barrett to the Cultural Council for a one year term from July 1, 2013- June 30, 2014. Votes may be taken.
- 4.3 Vote to amend the appointment of Roger Rapoza to the Capital Planning Committee for a term from July 1, 2013 to June 30, 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

VI Executive Session

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



1. A

Office of the
BOARD OF SELECTMEN
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SELECTMEN'S MEETING MINUTES
JUNE 18, 2013 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 The Chairman called the meeting to order at 7:00PM. Roll call showed Sue Lisio, Chairman (SL), Robert Plamondon, Vice-Chairman (RP) and Colin McNabb, Clerk (CM) present.
- 1.2 SL gave notice that the meeting is being tape recorded.
- 1.3 Chairman's Additions or Deletions: Addition of a transfer of \$4,700.00 for the Tax Collector to item 3.3 and 4.3 vote to appoint Stanley Barney a Special Police Officer from June 18, 2013 to June 30, 2013.
- 1.4 Review/Approve Meeting Minutes of June 4, 2013: CM moved to approve the minutes of June 4, 2013. RP seconded. Unanimous.

II APPOINTMENTS /HEARINGS

None.

III MEETING BUSINESS

- 3.1 Review and award Information Technology Support Services contract to Townsend Technologies: Mr. Sheehan reviewed the contract process. Sixteen individuals/firms picked up copies and we received two proposals: Townsend Technologies (TT) and CTS Systems. TT received the higher rating and had a slightly lower price proposal, but not enough to be a determining factor. Based on the scope of services, he recommended the Board award the contract to TT for two years. The principal is Melissa Hermann who has a long IT résumé and has worked for Steve Cloutier in providing IT support to Town Hall as well as the library and meeting hall. Steve trained her on our network architecture. Mr. Sheehan feels confident that she will be able to carry that on. We would be remiss not to thank Steve Cloutier for the great job he has done for the past 15 years building the IT infrastructure, maintaining it and keeping an eye on costs. The Town is indebted to him. He has agreed to be Melissa's back up and consult with her if she has any questions. SL expressed her thanks to Steve Cloutier from the Board noting that sometimes he had to do things with paperclips and rubber bands like MacGyver. CM moved to award the Information Technology Support Services contract to Townsend Technologies. RP seconded. Unanimous.
- 3.2 Request to close non-public safety facilities to the public on July 5, 2013: Mr. Sheehan noted that this has been done in the past, often for the day after Thanksgiving. He suggested that employees be allowed to use any accrued time except sick time. CM moved to close non-public safety facilities to the public on July 5, 2013. RP seconded. Unanimous.
- 3.3 Approve transfers of appropriations for the following:

Mr. Sheehan explained the transfer process and offered the ensuing details:

- Accounting Department, \$500.00 – for additional staff hours to allow for training for new software.
- Tax Collector, \$700.00 – also for training for the software.
- Treasurer, \$2,000.00 – cost associated with the account reconciliation.
- Street lighting, \$2,300.00 – budget was cut a couple of years ago, but it is running behind this year. The budget for FY14 has been increased to \$17,500.00.
- Landfill Operations, \$2,000.00 – there is a sizable pile of logs and brush at the landfill they were hoping to burn, but the forest fire marshal will not allow it and said we have to get rid of it. A chipping contractor has been hired to chip it. The total cost was \$7000. Some of the money will come out of the landfill budget and the revolving fund for the recycling center. The remaining \$2000 is what we are asking for.
- Tax Collector, \$4,700.00 – in order to make the conversion to the new software, we need to get our old data from Point Software, the company we have been with for the past 15 years. This is the charge for them to give us our data to plug into the new system. We are in a position where the data is stored on their network and cannot go forward without it.

SL asked if the Finance Committee has seen these. Mr. Sheehan said they have seen all but the last one which just came in. CM moved to approve the transfer of appropriations as stated on the agenda. RP seconded. Unanimous.

- 3.4 Review mandatory referral from Zoning Board of Appeals for a Special Permit and/or Variance at 3 Maple Street. The Board reviewed and had no comment and deferred to the Zoning Board of Appeals.
- 3.5 Review mandatory referral from Board of Health regarding a request to install shallow wells for irrigation purposes at Harbor Trace subdivision. The Board reviewed and had no comment and deferred to the Board of Health.
- 3.6 Discuss and review draft outline of personnel policies. Mr. Sheehan distributed a draft outline for the new manual. He recommended that the personnel policies be a part of an employee handbook that would include other things such as the compensation and classification plan, email internet policies, references to statutory requirements, and other personnel items. After discussion, the Board agreed to move forward with paring down and revising the policies.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Vote to approve the hiring of the following Summer Recreation Counselors with terms of July 1, 2013 to June 30, 2014.

Alisha Blanchard	Victoria LeBlanc
Christopher Brouillette	Colin Lomax
Samantha Brouillette	Anna Makrianis
Amy Clement	Joshua McLernan
Carla Clement	Brittney Nelson
James Farley	John Ronan
Dominique Goyette-Connerty	Julie Sampson
Katherine Hitchins	Cassidy Thibodeau
Lisa Kwiatkowski	Jared Walsh

CM moved to approve the hiring of the Summer Recreation Counselors as listed on the agenda. RP seconded. Unanimous.

- 4.2 Vote to make annual appointments of officials and board members. CM moved to make annual appointments of officials and board members for the terms stated. SL four pages will be attached accordingly. RP seconded. Unanimous.
- 4.3 Vote to appoint Stanley Barney a Special Police Officer from June 18, 2013 to June 30, 2013. CM moved to appoint Stanley Barney a Special Police officer from June 18, 2013 to June 30 2013. RP seconded. Unanimous.

V WORK SESSION

5.1 Board of Selectmen Updates/Reports:

- RP congratulated the Trustees of Soldiers Memorials on the dedication of the Gold Star Memorial Room held Saturday morning and also for the moving speech by Silver Star recipient and veterans agent, Joe Mazzola. SL noted that it started out as a project when one man noticed a name on a plaque every day when he went for a walk and began doing some research. They have compiled information on 15 of the 17 veterans.
- CM announced the dedication and blessing of the new bell anonymously donated to St. John's church in the honor of Christine Senior and also the groundbreaking of their new church hall.
- SL reported that next week the preferred option for the high school project will be presented to the Mass. School Building Authority (MSBA) in Boston. The preferred option is construction of a new high school. The North Middlesex website has the most current information and she urged everyone to keep up with this project.

5.2 Town Administrator Updates/Reports:

- The Truck-a-Palooza was held Saturday at the library and the bake sale raised money for the TEO.
- There is a vacancy on the Housing Authority; four members are locally elected and one is a gubernatorial appointment. This is the vacant position. The group advocates for affordable housing. Mr. Sheehan will put something on the website.
- The school department opened bids for the Hawthorne Brook septic project. Bids came in about 10% lower than expected. The estimate was \$500,000 and it came in \$50,000 less.
- The Board of Health will be holding a hearing on July 15, 2013 at 7:30PM on new tobacco regulations in the gold Star Room. On July 1 our trash contract changes and we go down to three (3) 33 gallon bags or three (3) 33 gallon barrels. There is no limit on recycling. The current trash contract expires a year from now. Unfortunately we haven't seen a reduction in tonnage that we were hoping to see. Hopefully we can figure out a solution to drop these costs. The percentage of what we recycle is not great. SL maybe it is time to do something more substantial to promote recycling.

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

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

SL moved to adjourn at 7:45PM. RP seconded. Unanimous.



KOPELMAN AND PAIGE, P.C.
The Leader in Municipal Law

101 Arch Street
Boston, MA 02110
T: 617.556.0007
F: 617.654.1735
www.k-plaw.com

3.1

June 27, 2013

Richard Holland
rholland@k-plaw.com

Hon. Sue Lisio and
Members of the Board of Selectmen
Townsend Town Hall
272 Main Street
Townsend, MA 01469

Re: Disclosure, Determination and Consent Pursuant to the Massachusetts Rules of Professional Conduct, Rule 1.7; Representation of the Town of Lunenburg and Town of Townsend Concerning an Intermunicipal Agreement for Purchase of Net Metering Credits

Dear Members of the Board of Selectmen:

We have been informed that the Towns of Lunenburg and Townsend wish to enter into an intermunicipal agreement whereby Lunenburg will sell to Townsend net metering credits generated by a solar photovoltaic facility to be constructed, owned and operated by Nugen Capital LLC on private property located in Lunenburg. This will require the drafting and execution of an intermunicipal agreement. Kopelman and Paige, P.C. has been asked to assist with this agreement. We would be happy to provide joint representation to Lunenburg and Townsend in this matter, subject to the limitations stated below.

As you know, this firm serves as Town Counsel to Lunenburg and Townsend. That relationship creates certain interests that we are required to disclose to you pursuant to the Massachusetts Rules of Professional Conduct, which apply to the conduct of lawyers in the Commonwealth. If, upon review of these disclosures, you desire that we proceed with the joint representation, we are required to obtain the express permission of the Boards of Selectmen of both Towns. The purpose of this letter, therefore, is to make the required disclosures and to request that you determine whether you will consent to such joint representation and, if so, sign the enclosed consent form.

In addition, it should be noted that, while the State Ethics Commission has determined that Kopelman and Paige, P.C. and its individual attorneys are not "municipal employees" pursuant to the Conflict of Interest Law, we provide this letter to dispel any appearance of a conflict on the firm's behalf in this matter.

MULTIPLE REPRESENTATION DISCLOSURE

The representation of multiple clients is regulated by Rule 1.7 of the Rules of Professional Conduct, which rule states that an attorney may not represent multiple clients if the interests of one client are directly adverse to those of another client or if his representation of one client may be materially limited by his responsibilities to another client or his own interests. If, however, (1) the

KOPELMAN AND PAIGE, P.C.

Hon. Sue Lisio and
Members of the Board of Selectmen
Townsend Town Hall
June 27, 2013
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attorney reasonably believes that the representation of either client will not be adversely affected, and (2) each of the clients consents after consultation, the attorney may represent the multiple clients in such a situation. Where representation of multiple clients in a single matter is undertaken, we are also required to disclose and explain the implications of the common representation and the advantages and risks involved in such representation, which we do below.

In our opinion, our position as Lunenburg Town Counsel will not adversely affect our representation of Townsend with respect to a "net metering credit" intermunicipal agreement, provided, however, that both Lunenburg and Townsend first agree among themselves to the terms of that agreement. In other words, Kopelman and Paige, P.C. may not negotiate on behalf of either Lunenburg or Townsend, but we can memorialize all terms agreed upon into a written agreement for the Towns to sign. It is our opinion that joint representation provides the advantage of cost effectiveness (i.e., the cost of our time spent on preparing an intermunicipal agreement will be split between the two communities) and efficiency. The only risk we would note would be in the unlikely event that a dispute or disagreement arises during the Towns' negotiations or performance of the agreement. In such circumstances, we would likely have to cease representing both Towns with regard to that matter.

DETERMINATION

In addition, you must consider whether our representation of Lunenburg, as described above, will likely adversely affect our ability to exercise independent professional judgment on behalf of Townsend. It is our belief that our representation of Lunenburg and Townsend, for the purposes and under the conditions described in this letter, will not affect the exercise of our independent professional judgment on behalf of Townsend with regard to a "net metering credit" intermunicipal agreement or any other matter. However, it is for you, as the appointing authority, to determine whether the representation described herein will impair the integrity of this firm's service to Townsend.

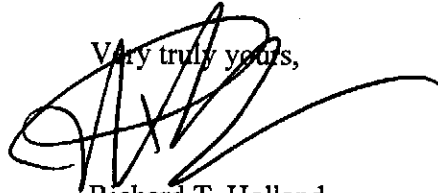
Therefore, if in light of the disclosures contained in this letter you desire that we proceed with the joint representation under the conditions stated, we ask that you consent to our joint representation of the Towns of Lunenburg and Townsend regarding the "net metering credit" intermunicipal agreement. Should you consent, please sign two originals of the enclosed determination as required by the Rules of Professional Conduct, keeping one original for your records and returning one original to me.

KOPELMAN AND PAIGE, P.C.

Hon. Sue Lisio and
Members of the Board of Selectmen
Townsend Town Hall
June 27, 2013
Page 3

Thank you for your consideration. Should you have any questions, please do not hesitate to call me.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Richard T. Holland', written over the typed name below.

Richard T. Holland

RTH/man

Enc.

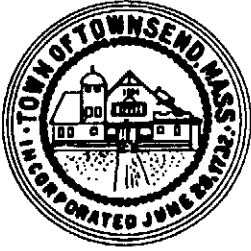
cc: Town Clerk
476688/TOWN/0001

DETERMINATION AND CONSENT

It is determined, pursuant to Rule 1.7 of the Massachusetts Rules of Professional Conduct, that the Townsend Board of Selectmen hereby consents to Kopelman and Paige, P.C. jointly representing the Town of Lunenburg and Town of Townsend with regard to the preparation and execution of a "net metering credit purchase" intermunicipal agreement, as disclosed in a letter to the Board dated June 27, 2013, notwithstanding that Kopelman and Paige, P.C. serves as Town Counsel to both Towns and will therefore also be representing the Town of Lunenburg with regard to such agreement.

Dated: _____, 2013.


TOWN OF TOWNSEND
By its Board of Selectmen,



TOWN OF TOWNSEND
Highway Department
177 Main Street
Townsend, Massachusetts 01469
(978) 597-1712
FAX: (978) 597-0726

3.2

MEMORANDUM

Date: June 24, 2013
To: Board of Selectmen
From: Ed Kukkula, Highway Superintendent 
Subject: **FY14 Material Bid Contract Extension Recommendations**

Below are the FY14 Material Bid Contract Extension recommendations. FY14 is an option year as specified in the FY13 Material Bid, Terms and Conditions, provided the Board of Selectmen approves to exercise these options.

		<u>FY14</u>
1. Washed Sand	Pitcherville Sand & Gravel (Delivered per Cubic Yard)	\$10.25
2. Reclamation	All States Asphalt, Inc. (In-place per square yard)	\$ 1.98
3. Bituminous Asphalt	Sunshine Paving (In-pace per ton)	\$67.47
4. Crack Sealing	Superior Sealcoat (per linear foot)	\$ 0.28

Please contact me if you have any further questions or concerns regarding this matter.

AGREEMENT FOR GOVERNMENT ACCESS TELEVISION AND RELATED SERVICES BY AND BETWEEN THE TOWN OF TOWNSEND AND RADIO ENGINEERING ASSOCIATES

The following provisions shall constitute an Agreement between the Town of Townsend, acting by and through its Board of Selectmen, hereinafter referred to as "Town", and Radio Engineering Associates, Inc. with an address of 79 Tyler Road, Townsend, MA 01469 hereinafter referred to as "Contractor", effective as of the 1st day of July 2013. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with maintenance and operation for the Government Access Television and related services. The Contractor shall perform all work in accordance with the specifications contained in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder on or before June 30, 2014. The Agreement may be extended at the sole discretion of the Town for up to two additional twelve-month periods, under the same terms and conditions.

ARTICLE 3: COMPENSATION:

For each fiscal year the agreement is exercised, the Town shall pay the Contractor for the performance of the work outlined in Article 1 above and the attached specifications for the contractual sum of **\$12,000.00** paid in quarterly installments of **\$3,000.00**.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with thirty (30) days written notice for any of the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

The Contractor may terminate this Agreement by providing the Town with thirty (30) days written notice in the event that the Town materially breaches this Agreement. Upon termination of this Agreement, the Contractor shall be paid for all work satisfactorily completed to the date of termination, subject to deductions permitted by this Agreement or law.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the annual availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town.

ARTICLE 11: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

The Contractor shall provide the Town with copies of the certificates of insurance.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF TOWNSEND

By:

By its Board of Selectmen:

Sue Lisio, Chairman

Printed Name and Title

Robert Plamondon, Vice Chairman

Colin McNabb, Clerk

Date

**Attachment A - Government Access Television and Related Services for the
Town of Townsend**

I. Overall Scope and Requirements

This specification describes Governmental Access Television and related services required by the Town of Townsend. Services rendered as part of this specification shall be awarded based on an annualized, fixed cost basis for all services specified herein, with a possible option to renew for another year.

- 1) Day to day operation of the existing governmental access television channel (9).
- 2) Scheduling programs, post-production of programs, recording of some programs as needed.
- 3) Ensure programs are run at the proper times, etc. Correct problems related to scheduling and running of programs.
- 4) Ensure the proper technical operation of channel 9 and channel 8 with respect to picture and sound quality, and other technical aspects of the operation.
- 5) Configuration and programming of existing bulletin board system including messages, schedule updates, pictures, and other information.
- 6) Immediate updates to bulletin board, programming and related as and when needed by Town.
- 7) Set up and run the sound system for Town Meetings and other special events.
- 8) Live broadcast of Town Meetings and other special events with direct connection to the sound system.
- 9) Recording of Town Meetings and other special events.
- 10) Repair, installation, configuration, integration and testing of all equipment included as part of and related to channel 9 including but not limited to:
 - i. The Town Hall sound (PA) system.
 - ii. Playback and recording tape decks, DVD and digital recording equipment
 - iii. Matrix switcher
 - iv. 3 modulators for channels 8,9 and 10
 - v. 2 computers used to control the equipment and accomplish the audio / video streams.
 - vi. Video mixing and other production equipment
 - vii. Audio mixers, microphones, cables, etc.
- 11) Assistance in repair and maintenance of equipment at the Public Access TV studio.
- 12) Help local access coordinator at the Public Access TV Studio with technical problems or complex setups related to that studio's operation.
- 13) Software programming /maintenance of scheduling software used to run channel 9 as needed.
- 14) Configure and operate Internet streaming of the channel 9 audio on one stream and channel 9 audio/video on another stream. Used within the Town Hall for viewing of meetings, etc. in offices. Used by newspaper and other reporters who are not able to attend meetings in person.
- 15) Proactive correction of problems with an on-site response within 1 hour for critical problems or outages.
- 16) Work with Town Administrator, Selectmen and other Town personnel with respect to managing the relationship with Comcast, contract negotiations and other related administrative items.

II. Support and Maintenance Availability

Qualified support personnel, who can directly resolve all programming, quality, scheduling, streaming and other related problems shall be available and on-call on a 24 hour, 7 day a week basis, and shall respond, on site, within 1 hour to resolve any critical problems or outages.

III. Other

- 1) Vendor shall be an incorporated entity and operate as a contractor. Vendor is responsible for hiring of employees who may deliver services described herein. Vendor is responsible for all employee compensation, benefits, vacation time, health insurance, etc. of its employees.
- 2) Current operations shall not be interrupted.
- 3) Contract shall be awarded on an annual, fixed cost basis.
- 4) Billing shall be for services already rendered, and shall be invoiced after service delivery. Advance billing is not permitted.

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

3.4

Date: June 18, 2013

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

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

From: Planning Board Office

REFERRAL NOTICE

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

PROJECT DESCRIPTION: To operate a furniture moving & storage business in an existing building

APPLICANT: Everett & Hyacinth Murray of Triple M Movers and Storage, Inc.

LOCUS ADDRESS: 35 Scales Lane

PARCEL ID: Assessor's Map 18, Block 43, Lot 2
Zoned industrial (ID)

DATE OF HEARING: Monday, July 22, 2013

TIME / PLACE OF HEARING: 7:30 p.m., Selectmen's Chambers

LEGAL AD: Townsend Times: June 28th, & July 5, 2013

COMMENTS _____

NO COMMENT _____

SIGNED:

DATE:



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

RECEIVED
 JUN 14 2013
 TOWN OF TOWNSEND
 TOWN CLERK

Site Plan Review Special Permit

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

Date: 6-10-13
 Name of Project: _____
 Location of Project: Triple M Movers and Storage Inc.
35 Seales Ln Townsend.

1. Owner of record:

Name: MERRIMACK County Savings BANK
 Company: _____
 Owner's Street Address: 89 NORTH MAIN ST
 City/Town: CONCORD State: NH Zip: 03301
 Phone: Day 603-880-7000 Evening N/A Fax 603-880-0944
x 8520

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

Name: EVERETT S Hyacinth MURRAY
 Company: Triple M Movers and Storage, Inc.
 Owner's Street Address: 1109 Montello St C/O P.O. Box 1897 Brockton MA 02303
 City/Town: ROCKTON State: MA Zip: 02301
 Phone: Day 508-586-4685 Evening 508-400-0793 Fax 508-941-6634

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

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

3. Characteristics of Property:

*Zoning District: I-2 **Number of Lots: 1
 **Lot Area 10 **Frontage 662
 *Map # 18 Block # 43 Lot # 2

*Recorded, South Middlesex Registry of Deeds: Book Number 60170 Page Number 410

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

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

moving and Storage Furniture Residential
and Commercial to include Self Storage of climate Control
rooms.

Fees:

- Site Plan Review Special Permit or \$ 350 Existing Construction
- Non-Discretionary Site Plan Review \$1,200 New Construction
- for Solar Energy Installation: \$ 200 Modification or Extension of Permit:

- OSPD or \$1,000
- OSMD \$ 600 if filed simultaneously with Definitive Subdivision

- Telecommunication Cell Tower: \$ 750 New Construction
- \$ 300 Renewal of Cell Tower Special Permit

- Adult use: \$ 2,000

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

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

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

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

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

Agreement

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

Project Name: TRIPLE M Movers and Storage, Inc.

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

Date: _____

Owner(s): (1) _____
(Print Name)

(Signature)

(2) _____
(Print Name)

(Signature)

Date: _____

Applicant(s): (1) EVERETT M. MURRAY
(Print Name)
[Signature]
(Signature)

(2) Hyacinth E. Murray
(Print Name)
[Signature]
(Signature)

NOTARY STATEMENT:

COMMONWEALTH OF MASSACHUSETTS
Plymouth County

On this 10 day of June, 2013 before me, the undersigned Notary Public, personally appeared Everett M. Murray, and proved to me through satisfactory evidence of identification, which were Mass. Driver Lic, to be the person(s) whose name(s) is (are) signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, in my presence.

[Signature]
Notary Public Signature

Notary Stamp

April 24 2020
My Commission Expires

**AUTHORIZATION FORM
To REPRESENT PROPERTY OWNER(S)**

DATE: 6-12-2013

TO: Town of Townsend

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

APPLICANT(S) / AUTHORIZED REPRESENTATIVE(S):

EVERETT MILTON MURRAY
Name (please print)
1109 Montello St
Street Address
BROCKTON MA 02301
City State Zip
508-586-4686 / 508-400-0793
Daytime Phone #(s) / Home Phone

Hyacinth Elaine Murray
Name (please print)
Street Address
BROCKTON MA 02301
City State Zip
508-586-9426 / 508-967-5461
Daytime Phone #(s) / Home Phone

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

PROPERTY LOCATED AT:

35 Seales Ln, Townsend, MA
Street Address

ASSESSOR'S PARCEL ID: Map # 18 Block # 43 Lot # 2

OWNER (S):

Merrimack County Savings Bank
Name (please print)
89 N. Main St
Street Address
Concord NH NH 03301
City State Zip
603-879 8520 / N/A
Daytime Phone #(s) / Home Phone

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

Lori M. Poirier, SVP
Signature of Owner

Signature of Owner
authorized Representative of Merrimack County Savings Bank

07-19-10



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

Site Plan Review Special Permit

Page 1 of 3

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

Date: 6-10-13

Name of Project: Triple M Movers and Storage Inc

Location of Project: 35 Seales Ln Townsend.

1. Owner of record:

Name: MERRIMACK COUNTY Savings BANK

Company: _____

Owner's Street Address: 89 NORTH MAIN ST

City/Town: Concord State: NH Zip: 03301

Phone: Day 603 879 8520 Evening N/A Fax 603-880-0944

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

Name: EVERETT & Hyacinth MURRAY

Company: Triple M Movers and Storage, Inc

Owner's Street Address: 1109 Montello St C/O P.O. Box 1897 Brockton MA 02303

City/Town: Brookton State: MA Zip: 02301

Phone: Day 508-586-4685 Evening 508-400-0793 Fax 508-941-6634

Applicant is: Owner Agent/Attorney Purchaser Tenant

Other: (Explain) _____

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

3. Characteristics of Property:

*Zoning District: T-2 **Number of Lots: 1

**Lot Area 10 **Frontage 662

*Map # 18 Block # 43 Lot # 2

*Recorded, South Middlesex Registry of Deeds: Book Number 60170 Page Number 410

*Information available from the Assessors Office

**If there is more than one lot, please attach a list

Revised 11-07-11

Project Name: Triple M Moves and Storage

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

moving and Storage Furniture Residential and Commercial to include self Storage of climate Control ROOMS.

Fees:

- Site Plan Review Special Permit or \$ 350 Existing Construction
- Non-Discretionary Site Plan Review \$1,200 New Construction
- for Solar Energy Installation:** \$ 200 Modification or Extension of Permit:

- OSPD or \$1,000
- OSMD \$ 600 if filed simultaneously with Definitive Subdivision

- Telecommunication Cell Tower: \$ 750 New Construction
- \$ 300 Renewal of Cell Tower Special Permit

- Adult use: \$ 2,000

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

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

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- Any relief granted by the Planning Board must be limited to the request made in this application.
- I/we may be represented by counsel at my own expense.
- If this application is denied, it may not be brought before the Planning Board again for two years without prior approval from the Planning Board.
- I/we am/are responsible for all other applications, permits, and approvals that may be required by law.

Project Name: Triple M movers and storage

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

Date: 6-10-13

Owner(s): (1) LORI M. PIPER, SVP, Authorized Representative of
 (Print Name) Lori M. Piper, SVP (2) Merrimack County
 (Signature) [Signature] (Signature) Savings Bank

Date: 6-10-13

Applicant(s): (1) EVERETT MILTON MURRAY (2) Hyacinth Elaine MURRAY
 (Print Name) [Signature] (Print Name) [Signature]
 (Signature) [Signature] (Signature) [Signature]

NOTARY STATEMENT:

COMMONWEALTH OF MASSACHUSETTS
_____ County

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

Notary Public Signature

Notary Stamp

My Commission Expires

Revised 11-07-11

Notary Statement:

State of New Hampshire
County of Hillsborough

On this 12th day of June, 2013, before me, the undersigned Notary Public, personally appeared, **Lori M. Piper, Senior Vice President, as authorized representative of Merrimack County Savings Bank**, and proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, in my presence.



Notary Public Signature

4/16/14

My Commission Expires

Notary Stamp

JUN 14 2013
TOWN OF TOWNSEND
TOWN CLERK

June 12, 2013

From: Triple M Movers and Storage Inc
1109 Montello Street,
POBox 1897
Brockton Ma 02303-1897

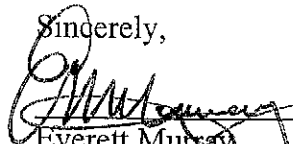
To: Merrimack County Savings Bank
89 North Main Street
Concord, NH 03301


To Whom It May Concern:

We have asked you to sign an authorization allowing us to proceed before the Planning Board for the Town of Townsend, MA in order to gain a site plan review special permit to allow for moving storage and self-storage at property owned by you located at 35 Scales Lane, Townsend, MA. The document authorizes us to proceed with the permission of you, the owner.

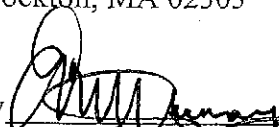
The purpose of this letter is to agree and confirm that all representations that we make to the Planning Board will be for purposes of gaining a special permit for storage and self-storage; and none of the representations or commitments in the permit process will be binding upon or otherwise obligate you as owner. To the extent that the Planning Board may require any expenditures or any action by the owner, we will indemnify and hold you harmless from all such actions, and expenditures. In our presentation to the Planning Board, we will make it clear that the site plan review special permit is for our benefit and not for the bank's purposes.

Sincerely,


Everett Murray


Hyacinth Murray

Triple M. Movers and Storage, Inc.
1109 Montello Street
Brockton, MA 02303

By 
Name: EVERETT WALTON MURRAY
Title: PRESIDENT



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

3.5

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

To: Board of Selectmen

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

Re: Vacation Re-imbusement

Date: June 25, 2013

I would respectfully request that the Board approve the payment of two weeks of my earned but unused vacation time for the FY13 year as has been done in the past and per contractual agreement between the Town of Townsend and Chief of Police.

Sincerely,


Erving M. Marshall, Jr.
Chief of Police



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

3.6


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

Robert Plamondon, *Vice-Chairman*

Colin McNabb, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator 

DATE: June 28, 2013

SUBJ.: Vacation Reimbursement

In accordance with section 9 of my contract, I hereby request that the Board of Selectmen reimburse me for unused vacation leave. I presently have a balance of 10 vacation days. Thank you in advance for your consideration.



The Commonwealth of Massachusetts

Department of Agricultural Resources

Division of Animal Health

251 Causeway Street, Suite 500

Boston, MA 02114-2151

A.1

Nomination of Inspector of Animals

In accordance with the Massachusetts General Laws Chapter 129, sections 15 and 16, nominating authorities of each city and town are required to nominate one or more inspectors of animals by April 1, 2013. Please complete or make necessary changes and return this form to the above address. The Director will review your nomination and, assuming appointment is confirmed, will return to you a Certificate of Appointment. Please submit one form for each person nominated. Any city or town not in compliance is subject to a penalty of \$500.

City or Town of Townsend

3/5/2013

To the Director, Division of Animal Health, Department of Agricultural Resources

In accordance with the provisions of section 15 of Chapter 129, General Laws, as amended, the following nomination of inspector of animals for the year ending April 30, 2014 is sent for your approval:

Inspector of Animals

Name: Mary Letourneau
Mail Address: 352 Main St.
Townsend, MA - 01469
Phone: (978) 597-5868 Fax:
Email: aco.at@verizon.net

Inspector: (Note all changes here)

Name:
Mail:
Phone: Fax:
Email:

Nominating Authority

Contact: Gregory W. Barnes
Office: Board of Selectmen
Mail: 272 Main St.
Townsend, MA - 01469
P: (978) 597-1701 F: (978) 597-1719
Email: gbarnes@townsend.ma.us

Nominating Authority: (Note all changes here)

Contact: ANDREW J. SHEKHAN
Office: BOARD OF SELECTMEN
Mail:
Phone: Fax:
Email: SELECTMEN@TOWNSEND.MA.US

Acceptance of Nomination of Inspector of Animals (must be notarized)

I hereby accept my nomination as Inspector of Animals for the City or Town of Townsend, and if and when I am appointed, I solemnly swear to faithfully perform the duties of that office, all of which are listed in General Laws Chapter 129, and Massachusetts Regulations 330 CMR 10.00-10.10 (rabies regulations)

Name (print) Mary L. Letourneau Signed Mary L. Letourneau
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Date: 6/19/2013

Then personally appeared the above-named Mary L. Letourneau and acknowledged the foregoing instrument to be his or her free act and deed, before me.

Susan A. Hancock Notary Public

My commission Expires: 9/24/2015

Appointment of Inspector of Animals (Division of Animal Health use only)

Notice is hereby given that I, Michael Cahill acting under authority of sections 15 and 16 of Chapter 129 of the General Laws, as amended, hereby approve the nomination of as Inspector of Animals for the City or Town of Townsend, Massachusetts.

Date Approved:

Director, Division of Animal Health

86 Maplewood Dr.
Townsend, MA 01469
June 20, 2013

4.2

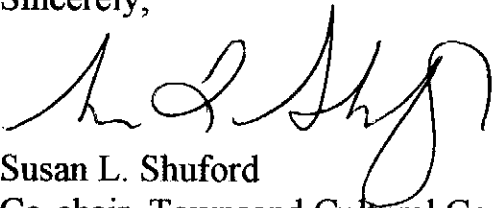
Office of the Selectmen
Memorial Hall
Townsend, MA 01469

To the Selectmen:

Mary Barrett requests to be reappointed to the Townsend Cultural Council
for a one-year term.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan L. Shuford". The signature is fluid and cursive, with a large loop at the end.

Susan L. Shuford
Co-chair, Townsend Cultural Council