

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 30, 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: July 2, 2013 and July 15, 2013. Votes may be taken.

**II APPOINTMENTS /HEARINGS**

- 2.1 7:05 Don Klein, Fire Chief, for the following:
  - To pin new fulltime Firefighter/EMT Leon Niemiera. Votes may be taken.
  - Request that the Board declare surplus a 2000 Ford Explorer XLT. Votes may be taken.
- 2.2 7:15 Ed Kukkula, Highway Superintendent, for a discussion on paving priorities, chapter 90 funding, and other funding sources for road improvements. The Finance Committee and Capital Planning Committee have been invited. Votes may be taken.

**III MEETING BUSINESS**

- 3.1 Review and approve chapter 90 reimbursement requests. Votes may be taken:
  - Main Street sidewalk and granite curb installation, \$15,212.00.
  - Route 13 survey, \$6,655.
  - Route 13 survey, \$3,500.
- 3.2 Reminder of joint meeting on Monday, August 12, 2013 at 7PM of the North Middlesex Regional School Committee, High School Building Committee, and the Boards of Selectmen and Finance Committees of the district towns to discuss the high school project. Votes may be taken.
- 3.3 Review and approve Grievance Policy for the General Public to Ensure Equal Access to Facilities & Activities, Policy #2013-02. Votes may be taken.
- 3.4 Vote to accept grant between the Massachusetts Department Environmental Protection (DEP) and Town of Townsend for a grant in the amount of \$5,000 for a Mandatory Recycling Enforcement Coordinator. Votes may be taken.
- 3.5 Review draft intermunicipal agreement with the Town of Lunenburg to purchase excess solar net metering credits. Votes may be taken.
- 3.6 Discuss dates for Special Town Meeting. Votes may be taken.

**IV APPOINTMENTS OF PERSONNEL/OFFICIALS**

- 4.1 Vote to appoint the following paramedics for terms from July 30, 2013 to June 30, 2014. Votes may be taken.

Eric T. Mannion  
Fredric L. Jeffries  
Jacqueline H. Becker

Curtis J. Triehy  
Ronald J. Eddy  
Martin W. Scott

**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

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**SELECTMEN'S MEETING AGENDA**  
**JULY 2, 2013 - 7:00 P.M.**  
**SELECTMEN'S MEETING CHAMBERS**

**I PRELIMINARIES**

- 1.1 The Chairman called the meeting to order at 7:00PM and roll call showed Sue Lisio, Chairman, (SL); Robert Plamondon, Vice-Chairman, (RP); and Colin McNabb, Clerk (CM) present.
- 1.2 SL gave notice that the meeting is being tape recorded.
- 1.3 Chairman's Additions or Deletions: Items 4.4, Vote to appoint Joseph Quinn as a reserve police officer from July 1, 2013 to June30, 2014; and 4.5 Vote to appoint the Agriculture Commission.
- 1.4 Review/Approve Meeting Minutes: June 18, 2013. CM moved to approve. RP seconded. Unanimous.

**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. Mr. Sheehan noted that as part of the Green Communities Act Unitil is required to purchase energy from renewable energy sources. Lunenburg will have surplus credits and has asked if Townsend would be interested in using them. An agreement has not been negotiated yet, but since Kopelman & Paige is counsel for both communities he requests the Board's consent for them to represent both parties. Discussion ensued as to the nature and details of the project. CM moved to 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. RP seconded. Unanimous.
- 3.2 Review and approve FY14 Material Bid Contract Extension for Highway Department's purchase of washed sand, reclamation, bituminous asphalt, and crack sealing. CM moved to approve FY14 Material Bid Contract Extension for Highway Department's purchase of washed sand, reclamation, bituminous asphalt, and crack sealing. RP seconded. Unanimous.
- 3.3 Review and award FY14 contract for operation and maintenance of government access channel to Radio Engineering Associates, Inc. (REA) for \$12,000. Mr. Sheehan pointed out that this would be the 15<sup>th</sup> year of continuous service from REA. CM moved to award FY14 contract for operation and maintenance of government access channel to Radio Engineering Associates, Inc. (REA) for \$12,000. RP seconded. Unanimous.

- 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 Scales Lane. RP moved to send a positive review to the Planning Board in the spirit of welcoming new business in to town. CM seconded. Unanimous.
- 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. CM moved to approve request of Police Chief Erving Marshall to be reimbursed for two weeks of unused vacation. RP seconded. Unanimous.
- 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. CM moved to approve request of Town Administrator Andrew Sheehan to be reimbursed for two weeks of unused vacation. RP seconded. Unanimous.

#### **IV APPOINTMENTS OF PERSONNEL/OFFICIALS**

- 4.1 Vote to appoint Mary Letourneau as Inspector of Animals from July 1, 2013 to June 30, 2014. CM moved to appoint Mary Letourneau as Inspector of Animals from July 1, 2013 to June 30, 2014. RP seconded. Unanimous.
- 4.2 Vote to appoint Mary Barrett to the Cultural Council for a one year term from July 1, 2013-June 30, 2014. CM moved to appoint Mary Barrett to the Cultural Council for a one year term from July 1, 2013-June 30, 2014. RP seconded. Unanimous.
- 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. CM moved to amend the appointment of Roger Rapoza to the Capital Planning Committee for a term from July 1, 2013 to June 30, 2014. RP seconded. Unanimous.
- 4.4 Vote to appoint Joseph Quinn as a reserve police officer from July 1, 2013 to June30, 2014. CM moved to appoint Joseph Quinn as a reserve police officer from July 1, 2013 to June30, 2014. RP seconded. Unanimous.
- 4.5 Vote to appoint the following to the Agriculture Commission for the terms noted.
  - Charles Rossbach, Member, July 1, 2013-June 30, 2016
  - Keith Hutchins, Member, July 1, 2013-June 30, 2016
  - James Deroian, Member, July 1, 2013-June 30, 2015
  - Bart King, Member, July 1, 2013-June 30, 2015
  - John Trovato, Member, July 1, 2013-June 30, 2014
  - Susan Greenough, Alternate Member, July 1, 2013-June 30, 2014
  - Nancy Chapman, Alternate Member, July 1, 2013-June 30, 2014CM moved to appoint the following to the Agriculture Commission for the terms noted. RP seconded. Unanimous.

#### **V WORK SESSION**

- 5.1 Board of Selectmen Updates/Reports:
  - RP requested a status report on the new tennis courts. Mr. Sheehan will get an update for an upcoming meeting.
  - SL asked if Mr. Sheehan had spoken with Ed Kukkula, Highway Superintendent, about road conditions. He will be invited to the July 30<sup>th</sup> meeting. Discussion regarding the reduction in Chapter 90 funds. RP requested a letter be sent to Governor Patrick referencing additional Chapter 90 funds and/or a total release of what is due the town. Copies should be sent to our Senator and Representative. SL agreed. Holding back funds holds back improvement of the infrastructure of the state which affects the economy. Mr. Sheehan will prepare a letter to present at the next meeting for the Board to review. SL requested the Finance Committee and Capital Planning Committee be informed of this meeting. She also pointed out that for at least the past 4 years the only monies spent on roads have been what we receive in

Chapter 90 funds from the State. There has to be an ongoing plan for infrastructure. Having our roads in disrepair affects the economy, property values and safety as well. Mr. Sheehan brought to light the recent project on Wallace Hill Road which incited several complaints. The project was pushed back due to rain and the contractor's schedule and was not due to poor management. This project is a good example of what Chapter 90 money gets us in that we have been working to repave that road piecemeal for 3 years.

5.2 Town Administrator Updates/Reports:

- The 3 bag limit for trash went into effect yesterday. The Board of Health and Town Administrator will be negotiating a new trash contract for FY15. We hope to reduce our tonnage. Lunenburg generates half the trash we do with the same population. The limit is equivalent to a volume of 99 gallons. Continued discussion was held on options for the trash contract.
- The Board of Health will be holding a public hearing on Monday, July 15<sup>th</sup> at 6:30PM with regard to new smoking enforcement. Also, the Devens hazardous waste site is open 9-noon tomorrow (July 3<sup>rd</sup>) and Saturday.

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.

**VI Executive Session**

6.1 Executive Session: under G. L. c. 30A, s. 21(a)(3) regarding collective bargaining and litigation. CM moved at 7:49PM to enter into Executive session under G. L. c. 30A, s. 21(a)(3) regarding collective bargaining and litigation and to adjourn directly from Executive Session. RP seconded. Roll call: RP aye, CM aye, SL aye. The Board entered into Executive Session at 7:51PM.



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**DRAFT**

*Sue Lisio, Chairman*

*Robert Plamondon, Vice-Chairman*

*Colin McNabb, Clerk*

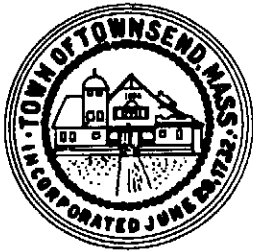
Andrew J. Sheehan,  
Town Administrator

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

**SELECTMEN'S MEETING MINUTES**  
**JULY 15, 2013 - 7:00 P.M.**  
**SELECTMEN'S MEETING CHAMBERS**

- 1 The Chairman called the meeting to order at 7:00PM and roll call showed Sue Lisio, Chairman (SL), Robert Plamondon, Vice-Chairman (RP), and Colin McNabb, Clerk (CM) in attendance.
- 2 Additions or Deletions: None.
- 3 Vote to authorize any outstanding FY13 requests for transfer of appropriations:
  - SL moved to approve the Facilities Department request to transfer the amount of \$5,000.00 to account number 01-191-5210-000 from account number 01-914-5740-000 in order to pay the last Unutil bill for the year (balance below amount needed). RP seconded. Unanimous.
  - SL moved to approve the Police Department request to transfer the amount of \$5,000.00 to account number 210-5380-000 (Other Services) from account number 210-5110-000 (Police Salary Account) in order to cover unanticipated expenses/expense account deficit. RP seconded. Unanimous.


There being no other business, RP moved to adjourn at 7:04PM. CM seconded. Unanimous.



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

2.2

## MEMORANDUM

**Date:** July 18, 2013  
**To:** Board of Selectmen  
**From:** Ed Kukkula, Highway Superintendent   
**Subject:** Paving Priorities

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During the past couple of years some of the roads listed on the Paving Priorities have deteriorated much more significantly and are now in constant need of patching and our department is having trouble keeping up with the work.

The last couple of years the Governor included \$400 million dollars for Chapter 90 funding which provided just over \$400,000 for the town. This year only \$150 million is included in the budget. This will provide the town with approximately \$200,000 for road work.

In Fiscal Year 2013 the \$400,000 allowed the Highway Department to reclaim and pave one mile of Wallace Hill Road. In Fiscal Year 2014 the amount received in Chapter 90 funding will not be enough to reclaim and pave one mile of road.

With the cost of reclaiming and paving rising yearly the town will see the roads continue to deteriorate at an alarming pace. Fifteen out of the top twenty-five roads on the paving list are in need of immediate reclamation and paving. That list includes: Pierce Road, Bayberry Hill Road, Greenville Road, Gilchrist Road, Woodland Drive, Emery Road, Spaulding Street, South Harbor Road, Elm Street West, Dudley Road, Laurel Woods Drive, Clement Road, Shirley Road, Barker Hill Road ext., and Old Turnpike Road. The total cost to reclaim and pave these roads is approximately \$3,638,981.00 using FY14 bid prices. With \$428,000.00 yearly from Chapter 90 funding it would take 8.5 years to complete. That does not even include any type of maintenance on previously paved roads that should be completed.

### **Is there an option?**

One option is to continue patching roads as they deteriorate and repairing failed roads one at a time as funds become available over many years. However, choosing this option has its' disadvantages.

- Postponing repairs will ultimately cost Townsend residents more money.
- Without proper maintenance, a road that only needs an overlay today will soon deteriorate until it needs complete reconstruction.
- Once a road has degraded to the point of reconstruction, the repair cost will at least double.

With so many roads already in critical condition, and with oil prices on the rise, getting the most “bang for the buck” will require choosing a different strategy.

Another option might be to find a way to fund additional road repairs to use in conjunction with Chapter 90 funding. In the long run, it will be significantly less expensive to repair our roads now. This option would address immediate needs for road repairs and provide the means to maintain them in the future.

### **Why is preventative maintenance so important?**

Asphalt needs periodic treatment to maintain its essential properties. Left untreated, it will dry out, crack, and eventually fall apart. Applying maintenance early in a road’s life will prevent the road from deteriorating and needing more expensive repairs. Relatively inexpensive treatments such as crack and thin overlays extend the pavement’s life, rehabilitating the surface for a fraction of the cost of a rebuild. Preventative maintenance treatments also help minimize the formation of potholes.

### **What is Pavement Preservation?**

Pavement preservation is a program employing a network-level, long-term strategy that enhances pavement performance by using an integrated, cost-effective set of practices that extend pavement life, improve safety and meet motorist expectations. It is a proactive, not a reactive strategy.

### **Why Pavement Preservation?**

- Keeps good pavements in good condition
- Corrects surface deficiencies
- Retards future deterioration
- Maintains or improves the functional condition of the network
- Treats more Miles & \$\$\$ –saves budget dollars
- Preserves the pavement system

### **Pavement Preservation vs. Reactive Maintenance**

- Preservation treatments are applied while the pavement is still in good condition and are designed to maintain the pavement at a high level of service. Proactive or Planned!
- Reactive Maintenance (most common)-treatments applied in response to existing distresses...better known as Worst-first....



## **Pavement Preservation Limits Costly Rehabilitation or Structural Overlays**

Pavement preservation can:

- Extend the life of structurally sound pavement
- Prevent future deterioration

### **What are forms of preservation treatments?**

1. Crack Sealing
2. Chip Seals (Latex Modified)
3. FiberMat Chip Seal
4. Asphalt-Rubber Surface Treatment
5. Thin HMA Overlays
6. Ultra-Thin Bonded Wearing Course
7. Slurry Seal & Micro Surface

### **Crack Seals**

Crack sealing fills the cracks in a road, preventing moisture from penetrating the underlying material and weakening the roadway structure. It also slows further deterioration that occurs when material breaks off the edges of the cracks. The sooner cracks are sealed, the more successful the seal is in minimizing moisture penetration and permanent damage to the road. Crack sealing is always applied before roads are repaired with overlays.

### **Chip Seals (Latex Mod.)**

Description:

- A single layer of polymer modified emulsion covered with a single layer of aggregate.

Purpose:

- Seals the pavement surface & addresses surface oxidation
- Seals minor cracks & improves self-healing properties of the surface
- Improves surface friction
- Lower volume traffic applications

### **FiberMat Chip Seal**

Description:

- Fiberglass is cut and applied between a double layer of polymer modified emulsion, followed by a single layer of aggregate.

Purpose:

- Seals the pavement surface & addresses surface oxidation
- Resists/Retards reflective cracking

- Fibers provide additional tensile strength **Stress Absorbing Membrane Interlayer**
- Can be used as a **Stress Absorbing Membrane (SAM)** or **Stress Absorbing Membrane Interlay (SAMI)**

### **Asphalt-Rubber Surface Treatment**

#### **Description:**

- A blend of 10-20% crumb rubber and asphalt binder spray applied, followed by a single layer of heated & pre-coated 3/8"-1/2" aggregate (High Performance Chip Seal)

#### **Purpose:**

- Seals the pavement surface & addresses surface oxidation
- Increased expansion and contraction properties of the asphalt resists/retards reflective cracking
- Greater amount of asphalt applied
- Self-healing
- Can be used as a SAM or SAMI
- Higher volume traffic applications

### **Ultra-Thin Bonded Wearing Course**

#### **Description:**

- Gap Graded HMA is paver placed over a heavy bond coat of polymer modified emulsion utilizing specialized equipment

#### **Purpose:**

- Seals the pavement surface & addresses surface oxidation
- Fills ruts and corrects minor profile deficiencies
- Improves surface friction
- Reduces tire spray
- Durable surface for demanding traffic applications!

### **Why use these preservation treatments?**

- Extends Pavement Life
- Improves Ride Quality
- Mitigates Distresses
  1. Raveling
  2. Oxidation
  3. Minor cracking
  4. Minor surface irregularities
  5. Skid problems

## **When to Use?**

- Structurally sound pavement
- Rut depth < 1/2"
- Minor cracking
- Minor to moderate bleeding
- Raveled surface

Preventive maintenance is an essential tool for extending the life of a pavement. Used early in a pavement's life, preventive maintenance corrects small problems before they become big problems. It will improve safety and rideability and save money over the long term.



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

July 30, 2013

Honorable Deval Patrick, Governor  
State House, Room 360  
Boston, MA 02133

RE: Chapter 90 funding

Dear Governor Patrick:

The Townsend Board of Selectmen is writing to express its displeasure with your decision to release only a portion of the FY14 Chapter 90 highway funding. Townsend, like many cities and towns, relies heavily on c. 90. As a small community with limited industrial base c. 90 is our sole source of funding for roadway infrastructure. We rely on c. 90 for paving, equipment, safety striping, sidewalks, and engineering design. We fully understand the revenue challenges that the State faces and recognize the need for the State to live within its means. However, the administration's decision to withhold funds places a tremendous burden on Townsend and will have the effect of putting our roadway infrastructure further behind.

We respectfully request that you reconsider your decision and release one hundred percent of the c. 90 funding for FY14.

The Board thanks you in advance for your attention to this matter.

Very truly yours,

Sue Lisio, Chairman  
Townsend Board of Selectmen

CC: Sen. Jennifer L. Flanagan  
Rep. Sheila Harrington



3.1

**CHAPTER 90 – REIMBURSEMENT REQUEST**

City/Town: Townsend Project: Main Street sidewalk & granite installation

Project request was approved on 10/15/12 for \$20,000.00

at 100% Reimbursement Rate = \$20,000.00

- 1) Attached are forms which document payment of approved expenditures totaling \$15,212.00 for which we are requesting \$15,212.00 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$15,212.00.
- 3) Is this request for a FINAL payment on this project?  Yes  No

4) Remarks:

Contract #00002007S00 51002. Installation of new concrete sidewalk and granite curb starting at Bow St. then heading west for approximately 250 feet.

**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.

*Eward A. Koshub* Highway Superintendent 07/09/13  
 (Signed) (Municipal Highway Official Title) (Date)

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

**REVIEWED AND APPROVED FOR TRANSMITTAL**

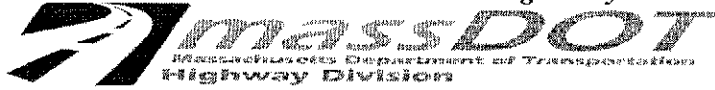
by \_\_\_\_\_ Signed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Accounting Officer's Title)

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

DATE \_\_\_\_\_

*\*Submit this Chapter 90 Form to the District Highway Director*

Submit this Form to District Highway Director



**CHAPTER 90 - FINAL REPORT**

**CONTRACT#** Chap 122 2007S 51002

City/Town Townsend Project Granite curb and sidewalk installation.  
 Location(s) Main St beginning at Bow St. then heading approximately 250 feet west  
 Length 250 Feet Width 10 Feet  
 Work was Started 05/06/2013 and Completed 05/20/2013  
 Work was Suspended / / and Resumed / /  
 Done by: Force Account                      Advertised Contract x Other x

\* **REMARKS:** Other: quotes for drainage pipe

<b>EXPENDITURES:</b>	State Funds @ 100%	\$15,212.00
	Municipal Funds	\$
	Other Funds	\$
	<b>TOTAL PROJECT EXPENDITURES</b>	<u>\$15,212.00</u>

**SCOPE OF WORK:**


Drainage improvements, reclamation and paving.

**CERTIFICATION**

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

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

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

<b>PREPARED &amp; REVIEWED BY</b>	
Edward Kukkula	
	
Superintendent	07/09/13
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.





DISTRICT 3 WORCESTER

**CHAPTER 90 - PROJECT REQUEST**

updated 8/2012

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

CONTRACT # INTF 00002007  
50051002

Classification: \_\_\_\_\_

Primary Road: \_\_\_\_\_

Local Road: \_\_\_\_\_

City/Town: Townsend

Location(s): Along Rte. 119 - Main St.

Length: 250 feet      Width: 9 feet

**PROJECT TYPE**

Construction:       Resurfacing:       Engineering:       Equipment:

Other: Curb and sidewalk installation

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

Surface:	_____
Base Course:	_____
Foundation:	_____
Shoulders/Sidewalks:	<u>Granite &amp; sidewalk installation per MassDOT construction details</u>

**SCOPE OF WORK:**

Replace existing curb and asphalt sidewalk with approximately 250 linear feet of granite curb and concrete sidewalk along Rte. 119 starting at Bow Street and heading west for 250 ft.

**WORK TO BE DONE:**

Force Account:       Advertised Contract:       Other: Verbal quotes for granite & concrete

Estimated Cost (Please attach estimate and list funding source(s)): \$ \$20,000.00

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

**CERTIFICATION**

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

<b>Reviewed by:</b>	
Signed:	<u>[Signature]</u> <u>10/15/12</u> State Aid Engineer      Date
Road Classification Verified:	<u>[Signature]</u>
Approved for	<u>\$ 20,000</u> @ 100%
<u>[Signature]</u>	<u>10/15/12</u> District Highway Director      Date

<b>Signed:</b>	<u>[Signature]</u>
Superintendent	<u>09/12/12</u>
Highway Official's Title	Date
<u>[Signature]</u>	<u>10/1/12</u>
Town Accountant	Date
Accounting Official's Title	
<u>[Signature]</u>	<u>9/25/12</u>
Date	Duly Authorized Municipal Official




Schedule of Departmental Bills Payable

To the Accounting Officer:

The following named bills of the Highway Department, amounting in total to \$ 9,020.00

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

Date: June 3, 2013

  
Edward Kukkula, Highway Superintendent

Chapter 90 concrete sidewalk

Name	Description	Amount	Total
Granite State Concrete	Chap. 122 00002007S 51002	\$ 1,220.00	
Granite State Concrete	Chap. 122 00002007S 51002	\$ 1,098.00	
Granite State Concrete	Chap. 122 00002007S 51002	\$ 826.00	
Granite State Concrete	Chap. 122 00002007S 51002	\$ 976.00	
Tri-State Curb	Chap. 122 00002007S 51002	\$ 4,900.00	
	Chap. 122 00002007S 51002 Total		\$ 9,020.00
Grand Total			\$ 9,020.00

**REMIT TO:**

GRANITE STATE CONCRETE CO., INC.  
 408 ELM ST. P.O. BOX 185  
 MILFORD, NH 03055-0185

180 PHOENIX AVE.  
 LOWELL, MA 01852

PHONE : 603-673-3327

TOWN OF TOWNSEND  
 HIGHWAY DEPARTMENT  
 P.O. BOX 621  
 TOWNSEND MA 01469

DATE 10-May-13  
 CUSTOMER NO. 28660  
 PAGE NUMBER 1

INVOICE NO. 20118235  
 PROJECT NO.  
 ORDER NO. 67

DELIVERY ADDRESS			PURCHASE ORDER NUMBER		TERMS		
MAIN ST. TOWNSEND MA					NET 10TH OF FOLLOWING MON		
DATE SHIPPED	QUANTITY	MATERIAL	PLANT	DELIVERED TICKET NUMBER	UNIT PRICE	TAXABLE EXTENSION	NONTAXABLE EXTENS
10-May-13	8.00	4000 PSI 3/4" AGGREGATE	13	13076756	122.00	0.00	976.00
10-May-13	26.00	WAITING TIME	13	13076756	0.00	0.00	0.00
<p>0-03-13                      CHAP 90                      CHAP 122                      000020075 51002                      \$976.00                      ELL</p>							
FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) CHARGED ON ALL PAST DUE ACCOUNTS			TOTAL TONS	TOTAL YARDS	TOTAL SALES TAX	INVOICE TOTAL	976.00
				8.00	0.00		

REMIT TO:

GRANITE STATE CONCRETE CO., INC.  
 408 ELM ST. P.O. BOX 185  
 MILFORD, NH 03055-0185

180 PHOENIX AVE.  
 LOWELL, MA 01852

PHONE : 603-673-3327

TOWN OF TOWNSEND  
 HIGHWAY DEPARTMENT  
 P.O. BOX 621  
 TOWNSEND MA 01469

DATE  
 07-May-13  
 CUSTOMER NO.  
 28660  
 PAGE NUMBER  
 1

INVOICE NO.  
 20118190  
 PROJECT NO.  
 ORDER NO.  
 68

DELIVERY ADDRESS		PURCHASE ORDER NUMBER		TERMS			
MAIN ST. TOWNSEND MA				NET 10TH OF FOLLOWING MON			
DATE SHIPPED	QUANTITY	MATERIAL	PLANT	DELIVERED TICKET NUMBER	UNIT PRICE	TAXABLE EXTENSION	NONTAXABLE EXTENSION
07-May-13	7.00	3000 PSI 3/4" AGGREGATE	3	3053527	118.00	0.00	826.00
		06.03.13 CHAP 90 CHAP 122 000020075 51002 \$826.00 DK					
GRANITE STATE CONCRETE CO., INC. 408 ELM ST. P.O. BOX 185 MILFORD, NH 03055-0185			TOTAL TONS	TOTAL YARDS	TOTAL SALES TAX	INVOICE TOTAL	826.00
				7.00	0.00		

**REMIT TO:**

GRANITE STATE CONCRETE CO., INC.  
 408 ELM ST. P.O. BOX 185  
 MILFORD, NH 03055-0185

180 PHOENIX AVE.  
 LOWELL, MA 01852

PHONE : 603-673-3327

TOWN OF TOWNSEND  
 HIGHWAY DEPARTMENT  
 P.O. BOX 621  
 TOWNSEND MA 01469

DATE 08-May-13  
 CUSTOMER NO. 28660  
 PAGE NUMBER 1

INVOICE NO. 20118206  
 PROJECT NO.  
 ORDER NO. 74

DELIVERY ADDRESS		PURCHASE ORDER NUMBER		TERMS			
MAIN ST, TOWNSEND MA				NET 10TH OF FOLLOWING MON			
DATE SHIPPED	QUANTITY	MATERIAL	PLANT	DELIVERED TICKET NUMBER	UNIT PRICE	TAXABLE EXTENSION	NONTAXABLE EXTENSION
08-May-13	9.00	4000 PSI 3/4" AGGREGATE	3	3053545	122.00	0.00	1098.00
02-May-13	10.00	WAITING TIME	3	3053545	0.00	0.00	0.00
						<p>06-03-13                      CHAP 90                      CHAP 122                      000020075 51002                      \$1,098.00                      EX</p>	
FINANCE CHARGE OF 1% PER MONTH (18% PER ANNUM) CHARGED ON ALL PAST DUE ACCOUNTS			TOTAL TONS	TOTAL YARDS	TOTAL SALES TAX	<p>1098.00</p>	
				9.00	0.00		

**REMIT TO:**

GRANITE STATE CONCRETE CO., INC.  
 408 ELM ST. P.O. BOX 185  
 MILFORD, NH 03055-0185

180 PHOENIX AVE.  
 LOWELL, MA 01852

PHONE : 603-673-3327

TOWN OF TOWNSEND  
 HIGHWAY DEPARTMENT  
 P.O. BOX 621  
 TOWNSEND MA 01469

DATE 09-May-13  
 CUSTOMER NO. 28660  
 PAGE NUMBER 1

INVOICE NO. 20118218  
 PROJECT NO.  
 ORDER NO. 56

DELIVERY ADDRESS			PURCHASE ORDER NUMBER			TERMS	
MAIN ST. TOWNSEND MA						NET 10TH OF FOLLOWING MON	
DATE SHIPPED	QUANTITY	MATERIAL	PLANT	DELIVERED TICKET NUMBER	UNIT PRICE	TAXABLE EXTENSION	NONTAXABLE EXTENS
09-May-13	10.00	4000 PSJ 3/4" AGGREGATE	13	13076739	122.00	0.00	1220.00
09-May-13	45.00	WAITING TIME	13	13076739	0.00	0.00	0.00
		06-03-13 CHAP 90 CHAP 122 000020075 51002 \$1,220.00 JY					
FINANCIAL CHARGE DEFERRED MONTHLY (BY PERMANENT CHARGE PERSONAL PASSEDT=AGGOUNTS			TOTAL TONS	TOTAL YARDS	TOTAL SALES TAX	Invoice Total	1220.00
				10.00	0.00		



TOWN OF TOWNSEND  
 TREASURER'S OFFICE  
 272 MAIN STREET  
 TOWNSEND, MA 01469

089874

**Eastern Bank**  
 LYNN, MA  
 53-179/113

Four Thousand One Hundred Twenty DOLLARS and NO cents

PAY  
 TO THE  
 ORDER  
 OF

GRANITE STATE CONCRETE CO., INC.  
 180 PHOENIX AVE.  
 LOWELL, MA 01852

DATE: 06/04/2013 AMOUNT: \*\*\*\*\*4,120.00

*Kathleen A. Rosstach*  
 AUTHORIZED SIGNATURE

⑈089874⑈ ⑆011301798⑆ 100 88601⑈

TOWN OF TOWNSEND

089874

GRANITE STATE CONCRETE CO., INC.				# 4551	Warrant No. 49B	06/04/2013	# 89874		
account	amount	invoice # /	date	PO #	account	amount	invoice # /	date	PO #
GHWAY	1220.00	20118218	05/09/13	100527	HIGHWAY	1098.00	20118206	05/08/13	100528
GHWAY	826.00	20118190	05/07/13	100529	HIGHWAY	976.00	20118235	05/10/13	100530
>>>> TOTAL *****4120.00						<			



66 South Sugar Hill Road  
 Weare NH 03281  
 603 529-4009

# INVOICE

Invoice #: 6632  
 Date: 05/10/2013  
 Due Date: 06/09/2013

To: Townsend MA Highway Dept  
 PO Box 602  
 Townsend MA 01469

Job Number: 4266  
 Job Location: Townsend MA FLAT  
 Townsend, MA

*Certified payroll to follow.*

## Schedule of Work Completed

Bid Item Description	Unit	Price	Quantities		Total Billing to Date	Amounts	
			Contract Quantities	This Billing		This Billing	Total to Date
1 Place and Finish 4" Walk	S/Y	24.50	200.00	200.00	200.00	4,900.00	4,900.00
<b>Totals:</b>			<b>200.00</b>	<b>200.00</b>	<b>200.00</b>	<b>4,900.00</b>	<b>4,900.00</b>

*06.03.13  
 CHAP 90  
 CHAP 122  
 000020075 51002  
 \$4,900.00  
 EL*

### Contractor's Certification of Work

Tri-State Curb, Inc. certifies that, to the best of our knowledge, the work on the above named project has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

### Application For Payment On Contract

**Current Billing Due .....\$ 4,900.00**

Job Completed  In Progress

TERMS: NET 30

*Thank you for your prompt payment.*



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

**Eastern Bank**  
 LYNN, MA  
 53-179/113

089902

Four Thousand Nine Hundred DOLLARS and NO cents

DATE 06/04/2013 AMOUNT \*\*\*\*\*4,900.00

PAY TO THE ORDER OF  
 TRI-STATE CURB  
 66 SOUTH SUGAR HILL ROAD  
 WEARE NH 03281

*Richard A. Ross*  
 AUTHORIZED SIGNATURE

⑈089902⑈ ⑆011301798⑆ 100 8560 ⑈

TOWN OF TOWNSEND

089902

TRI-STATE CURB	amount	invoice # /	date	PO #	account	# 9823	Warrant No. 49B	06/04/2013	# 89902	date	PO #
HIGHWAY	4900.00	6632	05/10/13	100531							
>>>> TOTAL *****4900.00 <											



Town of Townsend

**FILE COPY**

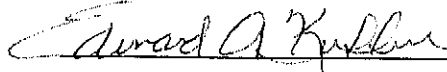
**Schedule of Departmental Bills Payable**

To the Accounting Officer:

The following named bills of the Highway Department, amounting in total to **\$ 6,192.00**

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

Date: May 20, 2013



Edward Kukkula, Highway Superintendent

**Chapter 90 Rte. 119 Curb**

Name	Description	Amount	Total
Tri-State Curb	Chap. 122 00002007S 51002	\$ 6,192.00	
	Total		\$ 6,192.00
Grand Total			\$ 6,192.00



66 South Sugar Hill Road  
 Weare NH 03281  
 603 529-4009

# INVOICE

Invoice #: 6619  
 Date: 05/07/2013  
 Due Date: 06/06/2013

To: Townsend MA Highway Dept  
 PO Box 602  
 Townsend MA 01469

Job Number: 3974  
 Job Location: Granite Curb Installation  
 Townsend, MA

## Schedule of Work Completed

Bid Item Description	Unit	Price	Contract Quantities	Quantities	Total	Amounts	
				This Billing	Billing to Date	This Billing	Total to Date
1 Furnish and Install -	LF	36.00	200.00	172.00	172.00	6,192.00	6,192.00
<b>Totals:</b>			<b>200.00</b>	<b>172.00</b>	<b>172.00</b>	<b>6,192.00</b>	<b>6,192.00</b>

05-20-13  
 CHAP 90  
 CHAP 122  
 000020075  
 51002  
 \$ 6,192.00

### Contractor's Certification of Work

Tri-State Curb, Inc. certifies that, to the best of our knowledge, the work on the above named project has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

### Application For Payment On Contract

**Current Billing Due .....\$ 6,192.00**

Job Completed  In Progress

TERMS: NET 30

Thank you for your prompt payment.



**TOWN OF TOWNSEND**  
 TREASURER'S OFFICE  
 272 MAIN STREET  
 TOWNSEND, MA 01469



Eastern Bank  
 LYNN, MA  
 53-179/113

089768

Six Thousand One Hundred Ninety Two Dollars and NO cents

PAY  
 TO THE  
 ORDER  
 OF

TRI-STATE CURB  
 66 SOUTH SUGAR HILL ROAD  
 WEARE NH 03281

DATE  
 05/21/2013

AMOUNT  
 \*\*\*\*\*6,192.00

*Robert A. Bradford*

AUTHORIZED SIGNATURE

⑈089768⑈ ⑆011301798⑆ 100 8550⑈

TOWN OF TOWNSEND

089768

TRI-STATE CURB	amount	invoice # /	date	PO #	Warrant No. 47B	05/21/2013	# 89768	date	PO #
CH90/122 CURBING	6192.00	6619	05/07/13	100377					
>>>> TOTAL ****6192.00					<				



**CHAPTER 90 – REIMBURSEMENT REQUEST**

updated 8/2012

City/Town: Townsend Project: Rte. 13 Survey

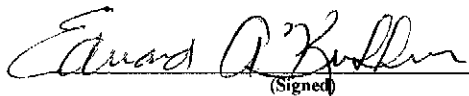
Project request was approved on 03/25/13 for \$31,890.00

at 100% Reimbursement Rate = \$ 31,890.00

- 1) Attached are forms which document payment of approved expenditures totaling \$6,655.00 for which we are requesting \$6,655.00 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$6,655.00
- 3) Is this request for a FINAL payment on this project?  Yes  No
- 4) Remarks:

**CERTIFICATION**

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


Edward A. Kuller Highway Superintendent 07/09/13  
(Signed) (Municipal Highway Official Title) (Date)

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

**REVIEWED AND APPROVED FOR TRANSMITTAL**

by \_\_\_\_\_ Signed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Accounting Officer's Title)

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

DATE \_\_\_\_\_



2-6-13

### CHAPTER 90 - PROJECT REQUEST

updated 8/2012

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

CONTRACT #

Classification: \_\_\_\_\_

Primary Road: X Brookline Rd. INTF00002007 S00 51002

Local Road: \_\_\_\_\_

City/Town: Townsend

Location(s): Route 13 (Brookline Rd) from Dudley Rd to NH border

Length: 13,200 feet      Width: 32 feet

#### PROJECT TYPE

Construction:       Resurfacing:       Engineering:       Equipment:

Other: \_\_\_\_\_

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

Surface: \_\_\_\_\_

Base Course: \_\_\_\_\_

Foundation: \_\_\_\_\_

Shoulders/Sidewalks: \_\_\_\_\_

#### SCOPE OF WORK:

See Attached

#### WORK TO BE DONE:

Force Account:       Advertised Contract:       Other: XX

Estimated Cost (Please attach estimate and list funding source(s)): \$ 31,890.00

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

#### CERTIFICATION

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

Reviewed by: \_\_\_\_\_

Signed: [Signature] 3/22/13  
State Aid Engineer      Date

Road Classification Verified: [Signature]

Approved for \$ 31,890. @ 100%  
[Signature] 3/25/13  
District Highway Director      Date

Signed: [Signature] 01-03-13  
SUPERINTENDENT      Date  
Highway Official's Title

[Signature] 1/23/13  
Accounting/Finance's Title      Date

1/29/13 [Signature]  
Date      Duty Authorized Highway Official

Town of Townsend

**FILE COPY**

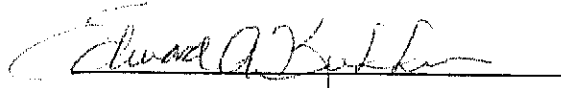
**Schedule of Departmental Bills Payable**

To the Accounting Officer:

The following named bills of the Highway Department, amounting in total to **\$ 4,109.40**

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

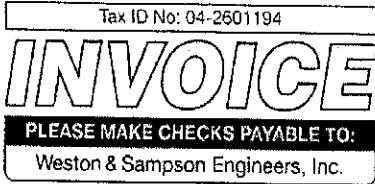
Date: April 1, 2013



Edward Kukkula, Highway Superintendent

**Chapter 90 Rte. 13 Survey**

Name	Description	Amount	Total
Weston & Sampson Engineers, Inc.	Chap. 122 00002007S 51002	\$ 4,109.40	
	Total		\$ 4,109.40
Grand Total			\$ 4,109.40



PO Box 843060  
 Boston, MA 02284-3060  
 tel: 978-532-1900 fax: 978-977-0100  
 www.westonandsampson.com



March 07, 2013  
 Project No: 2130006  
 Invoice No: 419128

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

Project 2130006 TOWNSEND-ROUTE 13 BOOK JOB  
Professional Services through February 22, 2013

Description	Contract Amount	% Work To Date	Amount Billed To Date	Previously Billed	This Inv. Billed
PHASE A-SURVEY AND BASE MAP	3,510.00	100.00	3,510.00	3,510.00	0.00
PHASE B-SAG CURVE REMEDIATION	3,700.00	16.20	599.40	400.00	199.40
PHASE C-SAG CURVE CA	5,340.00	0.00	0.00	0.00	0.00
PHASE D-BOOK JOB 25%	7,600.00	0.00	0.00	0.00	0.00
PHASE E-BOOK JOB 75/100%	7,100.00	0.00	0.00	0.00	0.00
PHASE F-BOOK JOB PSE	4,640.00	0.00	0.00	0.00	0.00
Total Fee	31,890.00		4,109.40	3,910.00	199.40
<b>Total Fee</b>					<b>199.40</b>
<b>TOTAL THIS INVOICE</b>					<b>\$199.40</b>

**Outstanding Invoices**

Number	Date	Balance
418134	2/11/2013	3,910.00
<b>Total</b>		<b>3,910.00</b>

**Total Now Due \$4,109.40**

04-01-13  
 CHAP 90  
 INTF 200750051002  
 \$4,109.40  
 BY



**TOWN OF TOWNSEND**  
 TREASURER'S OFFICE  
 272 MAIN STREET  
 TOWNSEND, MA 01469

**Eastern Bank**  
 LYNN, MA  
 53-179/113

089440

Four Thousand One Hundred Nine DOLLARS AND Forty CENTS

DATE	AMOUNT
04/02/2013	*****4,109.40

PAY TO THE ORDER OF  
 WESTON & SAMPSON ENGINEERS, INC  
 P.O. BOX 843060  
 BOSTON, MA 02284-3060

*Richard A. Kennedy*  
 AUTHORIZED SIGNATURE

⑈089440⑈ ⑆011301798⑆ 100 8660⑈

TOWN OF TOWNSEND

089440

WESTON & SAMPSON ENGINEERS, INC	amount	invoice # /	date	PO #	Warrant No. 40B	04/02/2013 # 89440	date	PO #
account	4109.40	419128	03/07/13	100197				
PROJ 2130006 RT 13					>>>> TOTAL *****4109.40			



Town of Townsend

FILE COPY

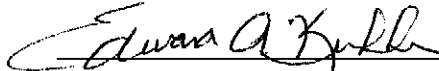
Schedule of Departmental Bills Payable

To the Accounting Officer:

The following named bills of the Highway Department, amounting in total to **\$ 1,250.60**

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

Date: April 22, 2013

  
Edward Kukkula, Highway Superintendent

Chapter 90 Rte. 13 Survey

Name	Description	Amount	Total
Weston & Sampson Engineers, Inc.	Chap. 122 00002007S 51002	\$ 1,250.60	
	Total		\$ 1,250.60
Grand Total			\$ 1,250.60

Tax ID No: 04-2601194

# INVOICE

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

PO Box 843060  
Boston, MA 02284-3060  
tel: 978-532-1900 fax: 978-977-0100  
www.westonandsampson.com

**Weston & Sampson**  
ENGINEERS, INC.

April 11, 2013

Project No: 2130006

Invoice No: 420121

Mr. Edward Kukkula  
DPW Highway Superintendent  
TOWNSEND, TOWN OF  
177 Main Street  
Townsend, MA 01469

Project 2130006 TOWNSEND-ROUTE 13 BOOK JOB

Professional Services through March 29, 2013

Fee

Description	Contract Amount	% Work To Date	Amount Billed To Date	Previously Billed	This Inv. Billed
PHASE A-SURVEY AND BASE MAP	3,510.00	100.00	3,510.00	3,510.00	0.00
PHASE B-SAG CURVE REMEDIATION	3,700.00	50.00	1,850.00	599.40	1,250.60
PHASE C-SAG CURVE CA	5,340.00	0.00	0.00	0.00	0.00
PHASE D-BOOK JOB 25%	7,600.00	0.00	0.00	0.00	0.00
PHASE E-BOOK JOB 75/100%	7,100.00	0.00	0.00	0.00	0.00
PHASE F-BOOK JOB PSE	4,640.00	0.00	0.00	0.00	0.00
Total Fee	31,890.00		5,360.00	4,109.40	1,250.60
<b>Total Fee</b>					<b>1,250.60</b>
<b>TOTAL THIS INVOICE</b>					<b>\$1,250.60</b>

04-22-13  
 CHAP 90  
 CHAP 122  
 000020075 51002  
 \$1,250.60  
 [Signature]



TOWN OF TOWNSEND  
 TREASURER'S OFFICE  
 272 MAIN STREET  
 TOWNSEND, MA 01469

089582

**Eastern Bank**  
 LYNN, MA  
 53-179/113

Two Thousand Nine Hundred Thirty Seven DOLLARS AND Sixty CENTS

DATE AMOUNT  
 04/23/2013 \*\*\*\*\*2,937.60

PAY TO THE ORDER OF  
 WESTON & SAMPSON ENGINEERS, INC  
 P.O. BOX 843060  
 BOSTON, MA 02284-3060

*Kathleen A. Rosstadi*

AUTHORIZED SIGNATURE

⑈089582⑈ ⑆011301798⑆ 100 86601⑈

TOWN OF TOWNSEND

089582

WESTON & SAMPSON ENGINEERS, INC	# 2887	Warrant No. 43B	04/23/2013 # 89582
account	amount	invoice # /	date PO #   account
PROJECT 2120318	1687.00	418405	02/01/13 D82836 PROJECT 2130006
			1250.60 420121  04/11/13 100283
	>>>> TOTAL *****2937.60		<

Town of Townsend

FILE COPY

Schedule of Departmental Bills Payable

To the Accounting Officer:

The following named bills of the Highway Department, amounting in total to \$ 925.00

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

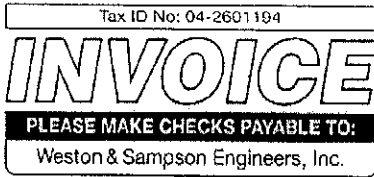
Date: May 20, 2013



Edward Kukkula, Highway Superintendent

Chapter 90 Rte. 13 Survey

Name	Description	Amount	Total
Weston & Sampson Engineers, Inc.	Chap. 122 00002007S 51002	\$ 925.00	
	Total		\$ 925.00
Grand Total			\$ 925.00



PO Box 843060  
 Boston, MA 02284-3060  
 tel: 978-532-1900 fax: 978-977-0100  
 www.westonandsampson.com



May 10, 2013  
 Project No: 2130006  
 Invoice No: 421161

Mr. Edward Kukkula  
 DPW Highway Superintendent  
 TOWNSEND, TOWN OF  
 177 Main Street  
 Townsend, MA 01469

Project 2130006 TOWNSEND-ROUTE 13 BOOK JOB  
Professional Services through April 26, 2013

Description	Contract Amount	% Work To Date	Amount Billed To Date	Previously Billed	This Inv. Billed
PHASE A-SURVEY AND BASE MAP	3,510.00	100.00	3,510.00	3,510.00	0.00
PHASE B-SAG CURVE REMEDIATION	3,700.00	75.00	2,775.00	1,850.00	925.00
PHASE C-SAG CURVE CA	5,340.00	0.00	0.00	0.00	0.00
PHSE D-BOOK JOB 25%	7,600.00	0.00	0.00	0.00	0.00
PHASE E-BOOK JOB 75/100%	7,100.00	0.00	0.00	0.00	0.00
PHASE F-BOOK JOB PSE	4,640.00	0.00	0.00	0.00	0.00
Total Fee	31,890.00		6,285.00	5,360.00	925.00
<b>Total Fee</b>					<b>925.00</b>
<b>TOTAL THIS INVOICE</b>					<b>\$925.00</b>

Rt 13 SURVEY  
 05-20-13  
 CHAP 90  
 CHAP 122  
 000020075  
 51002  
 \$925.00  
 EX

TOWN OF TOWNSEND  
TREASURER'S OFFICE  
272 MAIN STREET  
TOWNSEND, MA 01469

089780



Three Thousand Three Hundred Eighty Four DOLLARS and NO cents

DATE 05/21/2013 AMOUNT \*\*\*\*\*3,384.00

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

PAY TO THE ORDER OF

*Matthew A. Rosabard*  
AUTHORIZED SIGNATURE

⑆089780⑆ ⑆01301798⑆ 100 86601⑆

TOWN OF TOWNSEND

089780

WESTON & SAMPSON ENGINEERS, INC  
account

ENGINEERING SERVICES | amount 2459.00 | invoice # 421411 | date 05/06/13 | PO # D83050 | CH 90 EXPENDITURES | >>>> TOTAL \*\*\*\*\*3384.00

Warrant No. 47B # 2887  
amount 925.00 | invoice # 421161 | date 05/21/2013

PO # account  
05/06/13 | D83050 | CH 90 EXPENDITURES

\*\*\*\*\*3384.00

05/10/13 | 100376 |

Town of Townsend

FILED 7

Schedule of Departmental Bills Payable

To the Accounting Officer:

The following named bills of the Highway Department, amounting in total to \$ 370.00

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

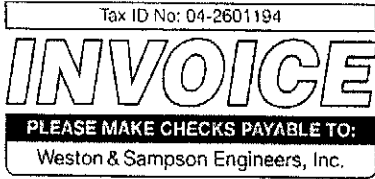
Date: June 17, 2013



Edward Kukkula, Highway Superintendent

Chapter 90 Rte. 13 Survey

Name	Description	Amount	Total
Weston & Sampson Engineers, Inc.	Chap. 122 00002007S 51002	\$ 370.00	
	Total		\$ 370.00
Grand Total			\$ 370.00



PO Box 843060  
Boston, MA 02284-3060  
tel: 978-532-1900 fax: 978-977-0100  
www.westonandsampson.com

**Weston & Sampson**  
ENGINEERS, INC.

June 06, 2013

Project No: 2130006

Invoice No: 422101

Mr. Edward Kukkula  
DPW Highway Superintendent  
TOWNSEND, TOWN OF  
177 Main Street  
Townsend, MA 01469

Project 2130006 TOWNSEND-ROUTE 13 BOOK JOB

Professional Services through May 24, 2013

Fee

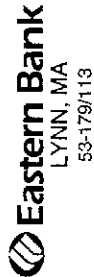
Description	Contract Amount	% Work To Date	Amount Billed To Date	Previously Billed	This Inv. Billed
PHASE A-SURVEY AND BASE MAP	3,510.00	100.00	3,510.00	3,510.00	0.00
PHASE B-SAG CURVE REMEDIATION	3,700.00	85.00	3,145.00	2,775.00	370.00
PHASE C-SAG CURVE CA	5,340.00	0.00	0.00	0.00	0.00
PHASE D-BOOK JOB 25%	7,600.00	0.00	0.00	0.00	0.00
PHASE E-BOOK JOB 75/100%	7,100.00	0.00	0.00	0.00	0.00
PHASE F-BOOK JOB PSE	4,640.00	0.00	0.00	0.00	0.00
Total Fee	31,890.00		6,655.00	6,285.00	370.00
<b>Total Fee</b>					<b>370.00</b>
<b>TOTAL THIS INVOICE</b>					<b>\$370.00</b>

06-17-13  
LHAP 90  
CTAP 122  
000020075 51002  
\$370.00  
EK



U9UU19

TOWN OF TOWNSEND  
TREASURER'S OFFICE  
272 MAIN STREET  
TOWNSEND, MA 01469



Three Hundred Seventy DOLLARS and NO cents

DATE 06/18/2013 AMOUNT \*\*\*\*\*370.00

PAY TO THE ORDER OF WESTON & SAMPSON ENGINEERS, INC  
P.O. BOX 843060  
BOSTON, MA 02284-3060

*Kathleen A. Rosabell*  
AUTHORIZED SIGNATURE

⑈0900⑈ ⑆0⑆⑆30⑆798⑆ ⑆00 8850⑆⑈

TOWN OF TOWNSEND

090019

WESTON & SAMPSON ENGINEERS, INC # 2887 Warrant No. 51B 06/18/2013 # 90019  
account amount invoice # / date PO # / account amount invoice # / date PO #  
ENGINEERING | 370.00|422101 |06/06/13|100678  
>>>>> TOTAL \*\*\*\*\*370.00 <



**CHAPTER 90 – REIMBURSEMENT REQUEST**

updated 8/2012

City/Town: Townsend Project: Rte. 13 Survey

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

at 100% Reimbursement Rate = \$3,500.00

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

**CERTIFICATION**

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

*Edward A. Zylinski* Highway Superintendent 07/09/13  
 (Signed) (Municipal Highway Official Title) (Date)

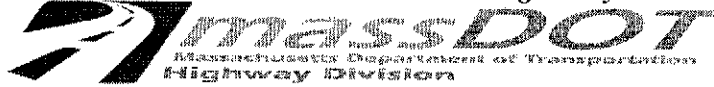
B. I/we certify under penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated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

**REVIEWED AND APPROVED FOR TRANSMITTAL**

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

DATE \_\_\_\_\_

Submit this Form to District Highway Director



**CHAPTER 90 - FINAL REPORT**

updated 8/2012

		<b>CONTRACT#</b>		<b>INTF00002007 S00 51002</b>
City/Town	<u>Townsend</u>	Project	<u>Rte. 13 Survey</u>	
Location(s)	<u>Rte13/Brookline Rd. by NH border</u>			
Length	<u>1000</u>	Feet	Width	<u>                    </u> Feet
Work was Started	<u>11/25/11</u>	and Completed	<u>04 /30/13</u>	
Work was Suspended	<u>/ /</u>	and Resumed	<u>/ /</u>	
Done by: Force Account	<u>                    </u>	Advertised Contract	<u>                    </u>	Other <u>                    </u>

**\* REMARKS:**

<b>EXPENDITURES:</b>	State Funds @ 100%	\$3,500.00
	Municipal Funds	\$
	Other Funds	\$
	<b>TOTAL PROJECT EXPENDITURES</b>	<u>\$3,500.00</u>

**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>	
Edward Kukkula	
Superintendent	7/08/13
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.



Tax ID No: 04-2601194

# INVOICE

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

PO Box 843060  
Boston, MA 02284-3060  
tel: 978-532-1900 fax: 978-977-0100  
www.westonandsampson.com

**Weston & Sampson**  
ENGINEERS, INC.

December 22, 2011

Project No: 2110652

Invoice No: 404225

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

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

Fee

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

01-30-12  
CHAP 90  
INTF000020075  
51002  
\$210.00  
EX

# MASS HIGHWAY

## Chapter 90 Project Request

Classification:

Primary Road

XX

Local Road

RECEIVED  
MASS DOT

OCT 19 2011

Chapter 90

INTF00002007

S00 51002

\$3,500.00

City/Town

Townsend

Location(s)

Brookline Road/Rte. 13

Length:

1,000 Feet

Width: 32 Feet

DISTRICT 3 WORCESTER

Project Type:

Construction

Resurfacing

Engineering

XX

Equipment

Other:

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

Surface:

Base Course:

Foundation:

Shoulders/Sidewalks:

### SCOPE OF WORK:

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

Work to be done: Force Account

Advertised Contract

Other:

XX

Estimated Cost (Attach estimate and list funding sources)

\$ 3,500.00

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

### CERTIFICATION

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

Prepared and reviewed by:

Signed

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

Road Classification Verified

[Signature]

Approved for \$ 3500 @ 100 %

District Highway Director

Date

10/24/11

Signed

[Signature]  
[Signature]

duly authorized

Date:

10/11/11

C90PR(2)

Supersedes C90PR(1)

Town of Townsend

FILE COPY

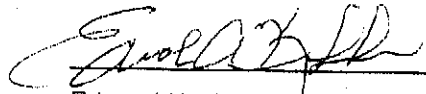
Schedule of Departmental Bills Payable

To the Accounting Officer:

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

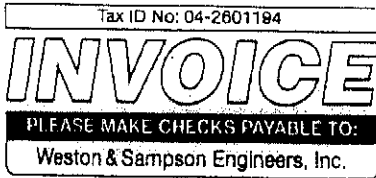
Dollars, have been approved by the \_\_\_\_\_, and you are requested to place them on a warrant for payment.

Date: May 21, 2012

  
Edward Kukkula, Highway Superintendent

Chapter 90 Rte. 13 Survey

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



PO Box 843060  
Boston, MA 02284-3060  
tel: 978-532-1900 fax: 978-977-0100  
www.westonandsampson.com

**Weston & Sampson**  
ENGINEERS, INC.

January 20, 2012

Project No: 2110652  
Invoice No: 405147

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

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

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

**Outstanding Invoices**

Number	Date	Balance
404225	12/22/2011	210.00
<b>Total</b>		<b>210.00</b>

**Total Now Due \$3,500.00**

5-15-12  
CHAP 90  
CHAP 122  
00002007551002  
\$3,290.00 *OK*



086151

TOWN OF TOWNSEND  
TREASURER'S OFFICE  
272 MAIN STREET  
TOWNSEND, MA 01469



Seven Thousand Seven Hundred Thirty Seven DOLLARS and NO cents

DATE 01/31/2012 AMOUNT \*\*\*\*\*7,737.00

PAY TO THE ORDER OF  
WESTON & SAMPSON ENGINEERS, INC  
P.O. BOX 843060  
BOSTON, MA 02284-3060

*Kathleen A. Rosebush*  
AUTHORIZED SIGNATURE

⑈086151⑈ ⑆011301798⑆ 100 8660⑈

086151

TOWN OF TOWNSEND

account	amount	invoice # /	date	PO # /	Warrant No. 31B	invoice # /	amount	date	PO #	
WESTON & SAMPSON ENGINEERS, INC	6309.00	404470	12/19/11	D78862		1218.00	405418	01/19/12	D78863	
MONITORING SERVICES	210.00	404225	12/22/12	000882						
PHASE A SURVEY										
>>>>> TOTAL							7737.00			



Andy Sheehan

---

3.2

From: Landry, Nancy <nlandry@nmrsd.org>  
Sent: Tuesday, July 09, 2013 8:23 AM  
To: Jennifer Collins; Robert Hanson, Ashby Town Administrator; Andy Sheehan, Townser  
Subject: MEETING CONFIRMATION

This is a confirmation of the joint meeting of the NMRSD School Committee, NMRHS Building Committee, Town Select Boards and Finance Committees on Monday, August 12th at 7:00 PM at the High School re: High School Building Project.

We hope to see you on August 12th.

Thank you,  
Nancy

--

*Nancy Landry*  
*Executive Assistant*  
North Middlesex Regional School District  
45 Main Street  
Pepperell, MA 01463  
978-597-8713 X 1200



3.3

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

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

Robert Plamondon, *Vice-Chairman*

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

**GRIEVANCE POLICY FOR THE GENERAL PUBLIC  
TO ENSURE EQUAL ACCESS TO FACILITIES AND ACTIVITIES**

SELECTMEN'S POLICY #2013-02  
Adopted July 30, 2013

Maximum opportunity will be made available to receive citizen comments, complaints, and/or to resolve grievances or inquiries.

**STEP 1:**

The ADA Coordinator will be available to meet with citizens and employees during his normal business hours.

When a complaint, grievance, request for program policy interpretation or clarification is received either in writing or through a meeting or telephone call, every effort will be made to create a record regarding the name, address, and telephone number of the person making the complaint, grievance, program policy interpretation or clarification. If the person desires to remain anonymous, he or she may.

A complaint, grievance, request for program policy interpretation or clarification will be responded to within ten working days (if the person making the complaint is identified) in a format that is sensitive to the needs of the recipient, (i.e. verbally, enlarged type face, etc.).

Copies of the complaint, grievance, request for program policy interpretation or clarification and response will be forwarded to the appropriate town agency (i.e. park commission, conservation commission). If the grievance is not resolved at this level it will be progressed to the next level.

**STEP 2:**

A written grievance will be submitted to the Town Administrator. Assistance in writing the grievance will be made available to all individuals. All written grievances will be responded to within ten working days by the Town Administrator in a format that is sensitive to the needs of the recipient, (i.e. verbally, enlarged type face, etc.). If the grievance is not resolved at this level it will be progressed to the next level.

**STEP 3:**

If the grievance is not satisfactorily resolved, citizens will be informed of the opportunity to meet and speak with the Board of Selectmen, with whom local authority for final grievance resolution lies.

3.4

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

AND THE Town of Townsend ("Grantee")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Town of Townsend a Sustainable Materials Recovery Program Grant ("Grant") valued at up to \$5000 for a Mandatory Recycling Enforcement Coordinator ("Coordinator"). The Town of Townsend shall comply with the specific terms and conditions described below in the performance of the Grant.

**Duration of the Grant:** The term of the grant shall be three years from the date of execution of this Grant Agreement unless otherwise authorized by the MassDEP.

**RESPONSIBILITIES OF THE GRANTEE**

1. **Authority:** The Signatory of this Grant Agreement is authorized by the governing body of the Grantee to enter into this Grant Agreement on behalf of the Grantee and accept and utilize this Grant.
2. **Commonwealth Terms and Conditions:** The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee's executed Master Service Agreement #EQEP02C/D.
3. **Failure to Comply:** If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities identified in this Grant Agreement, then, at the election of MassDEP, (a) the Grantee shall repay the grant funds to MassDEP within 90 days; (b) title to all grant materials purchased with these grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Grantee shall follow the instructions of MassDEP regarding possession of the grant materials. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. **Recycling in Practice:** The Grantee has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The Grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. **Buying Recycled Products:** The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy.
6. **Grant Conditions:**
  - a. Funds must be used to implement a recycling enforcement program by hiring a new recycling enforcement coordinator. Funding must be used to establish a new position (full or part time) to implement the recycling enforcement program and carry out the activities described in this

Grant Agreement. This may include the expansion of responsibilities and hours of a current part time employee.

- b. Coordinator's duties may NOT include the following: enforcing municipal dumpster regulations, administering dumpster permits or other non-recycling activities, or supporting general recycling program management and implementation (e.g. single stream, automated collection, Pay-As-You-Throw program, etc).
  - c. Prior to being issued this Grant Agreement and hiring an Enforcement Coordinator, the Grantee must have in place an ordinance, bylaw, or Board of Health regulation that mandates residential recycling and provides for penalties or fines for non-compliance. A copy of this ordinance, bylaw, or regulation must be on file with MassDEP.
  - d. Grantee matching funds shall be appropriated as set forth in the budget section of the MassDEP Approved Implementation Plan attached and shall not be less than 25% of the awarded funds. The distribution of Grantee matching funds between fiscal years may be revised in writing, per mutual agreement between the Grantee and MassDEP. Any proposed changes to this budget must be approved in advance by MassDEP.
  - e. Not less than 80% of the grant funds shall be expended on the Coordinator's pay rate or hourly compensation, and benefits (if any), unless otherwise approved by MassDEP. Grant funds will cover a full or part-time enforcement coordinator with a minimum salary rate of \$15/hour. The Grantee may spend up to 20% of grant funds for education and outreach materials or other direct costs of the Recycling Enforcement Program as documented in the Grantee's Approved Implementation Plan attached.
  - f. Grantee shall consult with the MassDEP during the hiring process. MassDEP reserves the right to approve the final hiring decision;
7. **Implementation Plan:** The Grantee has submitted an Implementation Plan which has been approved by MassDEP and is part and parcel of this Grant Agreement. The Grantee shall ensure that the Coordinator complies with the following:
- a. Collect recycling set-out rates for a minimum of three trash and recycling collection routes representing a cross section of the municipality's neighborhoods;
  - b. Issue violation notices to residents found not in compliance with the mandatory recycling bylaw/ordinance/regulation; and
  - c. Record all violations issued to residents and/or businesses.
8. **Invoicing:** MassDEP will not reimburse Grantee for expenditures made prior to the signature date of this Grant Agreement. All grant funds are disbursed on a reimbursement basis only. After expending funds for an eligible expense, the Grantee shall submit a request for reimbursement ("invoice") to MassDEP, not more than quarterly, accompanied by the documentation listed below. Invoices must be submitted by July 31<sup>st</sup> for expenditures made in the prior fiscal year ending June 30<sup>th</sup>. The final invoice must be received within 30 days of the end of the grant term.
- a. an accounting of the Enforcement Coordinator's hours worked
  - b. copies of all outreach materials and publicity tools developed to promote the program (hard copy and in an editable electronic format).
9. **Reporting and Communication:** The Grantee shall communicate on a regular basis with the MassDEP project manager to keep him/her apprised of the Grant status, including successes to date, deliverables completed, problems encountered, spending update, and projections on spending for the fiscal year.
- The Grantee shall submit three reports, in a format provided by MassDEP, documenting implementation progress and results of the grant. Based on the start date of the Coordinator, the first report shall be filed three months after the coordinator begins work, the second report shall be submitted twelve months thereafter and the third report shall be submitted at the end of the grant period, no later than 30 days beyond the duration of the Grant. The Grantee's report shall include, but not be limited to, trash and recycling tonnages, any cost savings realized, challenges encountered and lessons learned. Failure to comply with this reporting requirement may jeopardize future grant awards.

10. Publicity and Outreach:


- a. All outreach materials and publicity tools (i.e., press releases, media advisories, etc.) issued by the Grantee in conjunction with or as a result of this grant shall include the following language: "This project is funded in part by a grant from the MassDEP". Printed outreach materials shall be printed double-sided on 30% post-consumer recycled paper.
- b. MassDEP shall retain the right to utilize and disseminate all printed outreach materials and publicity tools and artwork produced by the Grantee or the Grantee's contractor as a result of this Grant. The Grantee shall provide MassDEP with copies of all outreach materials and publicity tools developed (in hard copy and electronically).
- c. The Grantee should be prepared to provide a public presentation on the results or findings of the Grant at the request of MassDEP.

11. Environmental Compliance: The Grantee understands receipt of a Grant from MassDEP does not in any way imply that the Grantee is in full compliance with all applicable environmental regulations. This Grant Agreement shall not be construed as, nor operate as, relieving the Grantee or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Grantee's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

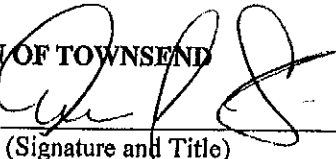
12. Addendums: Should MassDEP award additional grant funds, an addendum to the Grant Agreement shall be provided to the Grantee. The same terms and conditions apply to the addendum.

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

COMMONWEALTH OF MASSACHUSETTS

By:  \_\_\_\_\_ 7/5/13  
Greg Cooper, Deputy Division Director (Date)  
Consumer Programs, Bureau of Waste Prevention  
Department of Environmental Protection

TOWN OF TOWNSEND

By:  \_\_\_\_\_ TOWN ADMINISTRATOR 6/26/13  
(Signature and Title) (Date)  
ANDREW J. SHEEHAN  
(Print Name)

# **Implementation Plan**

**For**

## **Enforcing Mandatory Recycling in the Town of Townsend**

**Developed by:**

**Name: Carla J. Walter**

**Title: Health Administrator**

**Approved by:**

**Name: Christopher Genoter**

**Title: Chairman, Board of Health**

***May 1, 2013***



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Enforcement Protocol.....	4
Budget / Use of Grant Funds .....	5
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**NOTE:** The MassDEP approved implementation plan will become a part of your grant agreement.

**Municipal Solid Waste and Recycling Program**

Currently the town of Townsend provides trash and recycling curbside collection for appx. 3,400 households which includes single family, 2 and 3 family homes. We currently have 4 day collection per week and each day has 1 trash truck and 1 recycle truck. Recycling is bi-weekly and we offer curbside dual-stream recycling. The town has a contract with G.W. Shaw & Sons for services to provide collection for trash and recycling. The only other source for disposal of recyclables is the Townsend recycling center which is open two days per month.

**Baseline Data – Trash and Recycling Tonnage**

Report attached

**Baseline Data – Set-out Rates**

The second component of baseline data will be recycling set-out rates by route. The rate will be determined by the number of households placing at least one recycling container on the curb as a percentage of the total households on the route. Through direct observation by the enforcement coordinator, set-out rate data will be collected before enforcement begins, then at six month intervals, and finally, at the end of the grant. Note: This data is not part of our implementation plan. However, we have explained the process we will use in the section below.

**Municipal Collection Route Selection for Set-out Rate Tracking**

	Tuesday	Wednesday	Thursday	Friday
Truck No. 1				

At this point we do not know the exact number of households in each route but we believe it would be around 800 to 850 dwellings per route, and will confirm this by doing this set out observation. Also we will have the coordinator ride with the recycle truck in each route. We would like to record set out rate data for the entire town. We have estimated that it will take 3 to 4 weeks to collect this data.

Each day of the week we have 1 trash truck and 1 recycle truck.

The Wednesday route includes the town center and west off Rte. 13 toward Lunenburg. It is a densely populated area with eight targeted areas for improvement.

The Thursday route is made up of the largest business section of town and areas by the schools and municipal buildings.

The Friday route is more congested and consists mostly of single family homes in the Timberlee Park Subdivision which houses the large majority of homes on less than an acre.

These baseline routes represent the various population segments that the DEP is interested in.

### **Public Education and Outreach**

Our public education and outreach program will include several aspects. We will be working with our Tax Collector and Treasurer with mailings focused specifically on the details of the enforcement program at the beginning of next year, public events and local media outlets (such as print and local T.V.). We would like to have these handouts available in June 2012 as the trash contract reduces the allowable trash from four 33 gallon to three 33 gallon barrels/bags of trash where we communicate largely this change in the month of June. We will be working with our hauler to help with stickers for trash and recycling containers as they already have purchased stickers that has various reasons for not allowing the trash or recycling to be taken from the curb. We will be educating residents using local media and the town's web site. We will also be providing educational material to violators by mailings and door hangers.

### **Enforcement Protocol**

The town will be working with its contracted hauler to identify and sticker non-compliant residents along with its MREC (this info will be provided by the route supervisor). The hauler will leave visible recyclables, such as cardboard, along with a sticker explaining why the material was left behind. This will happen primarily on the routes/weeks when recycling is not being collected (i.e., the "off week").

The landlord will be responsible for insuring that their tenants recycle and providing sufficient receptacles. Townsend offers free recycling stickers to help resident use many different type of receptacles.

The following is the Town of Townsend's enforcement actions:

After the baseline data has been collected but before the enforcement period begins, we will direct mail a Recycling brochure explaining the enforcement program to each household that was found to be non-compliant (explained further and paid with by the funds for advertising).

We anticipate the enforcement period to begin in August 2013.

1. The first time a user is found in violation of Section 102.3 of the Townsend Code and/or these Regulations through direct observation by the MREC ("Municipal Recycling Enforcement Coordinator"), a written warning will be mailed via first class mail to the non-compliant user. If the property is not owner-occupied, a copy of the letter will also be mailed to the property owner. This address will be recorded with a picture of the non-compliance.
2. The second time a user is found not recycling in compliance with Section 102.3 through direct observation by the MREC; the MREC will leave a written notice taped to the mailbox or door of the non-recycling compliant user. This notice shall include the mandatory recycling information and a warning the next offense will result in a fine. The notice may include pictures to be included to show the previous and current offenses.

3. The third time and any subsequent time a user is found to be non-compliant; the MREC may impose a \$100 fine for each non-compliant bag.

The part-time MREC and well as the Health Administrator should be approved by the BOH as the agents in order to issue tickets which is a formality that the Board will make happen once the MREC position is filled.

**Budget / Use of Grant Funds**

	DEP Funds	Muni Funds	Total
Coordinator's Salary (2.25hrs/wk.; \$21/hr; for 72 weeks)	3402	680	4082
Mileage Expenses (.556 personal vehicle)	1200	240	1440
Enforcement Materials	250	50	300
Stickers			
Info mailings	148	30	178
Door Hangers			
Tickets			
<b>Total</b>	<b>5000</b>	<b>1000</b>	<b>6000</b>

**Timeline for Grant Funds and Municipal Match Funds Distribution**

In order to plan for the distribution of funds over the grant period please outline the following two items in the table below: the distribution of the matching funds obligation and the distribution of MassDEP grant funds.

Municipal Matching Funds							
Q1	Q2	Q3	Q4	Q5	Q6	Q7	Total
200	200	200	200	200			1000
MassDEP Funds							
Q1	Q2	Q3	Q4	Q5	Q6	Q7	Total
1000	1000	1000	1000	1000			5000

\*Some municipalities decide to divide up their matching obligation equally over the entire period; others may choose to divide up their portion from quarter 5 through quarter 8. Grantees MUST start matching no later than the 5<sup>th</sup> quarter.  
 \* This timeline may be amended with advance notice to MassDEP

**Implementation Schedule**

- 07/1/2013 Mail education pieces: Done [Note: This will only qualify as education under this program if the Enforcement Program is specifically mentioned]
- 05/01/2013 Checklist is completed and returned to DEP
- 05/15/2013 Grant Agreement signed

06/30/2013 Job Posting  
08/01/2013 Hire MREC  
8/1/2013 Outreach begins  
8/1/2013 Coordinator start date  
8/2013 Begin Baseline Set-out Rate data collection  
09/2013 Interim Report issued  
11/2013 [Ongoing] Mailing to all households found not to be recycling during baseline data collection  
12/2013 Print enforcement materials  
12/1/13 Town-wide mailing about the enforcement program to every household served by the Town trash and recycling program sent with tax inserts  
2/2014 Enforcement begins (violation issued on the 3<sup>rd</sup> offense)  
3/2014 Begin Second round of Set-out Rate data collection  
4/2014 Mid Report issues  
6/2014 Begin Third round of Set-out Rate data collection  
8/2014 Final Report issued

Mandatory Recycling Enforcement Coordinator Grant  
 Baseline Data – Trash and Recycling Tonnage  
 Town of Townsend

Month Year	Trash Tonnage	Recycling Paper	Recycling Comingle
January-11	214	34	34
February-11	200	24	21
March-11	250	44	31
April-11	240	36	11
May-11	246	24	24
June-11	269	46	30
July-11	236	25	20
August-11	256	30	23
September-11	270	34	25
October-11	223	51	24
November-11	319	29	29
December-11	198	39	29
January-12	220	29	30
February-12	203	29	26
March-12	227	29	27
April-12	206	31	31
May-12	257	31	22
June-12	261	29	23
July-12	221	30	26
August-12	257	36	30
September-12	187	28	24
October-12	204	25	20
November-12	205	31	20
December-12	212	31	22

## MANDATORY RECYCLING AND CURBSIDE TRASH ENFORCEMENT REGULATION:

### A. Requirements for Compliance

1. Trash bags shall contain only garbage, trash and solid waste as such terms are defined in Section 102-3 of the Townsend Code and may NOT contain contamination, sewage, manure, building rubbish, industrial waste, recyclables and yard waste.
2. Trash bags left for collection at any one time shall not exceed a total of ninety-nine gallons in capacity.

### B. Violations

Trash bags must be in compliance with Section 102-3 of the Townsend Code and these Regulations. Trash bags determined to be in violation of Section 102-3 of the Townsend Code and/or these Regulations shall be subject to enforcement action.

### C. Enforcement

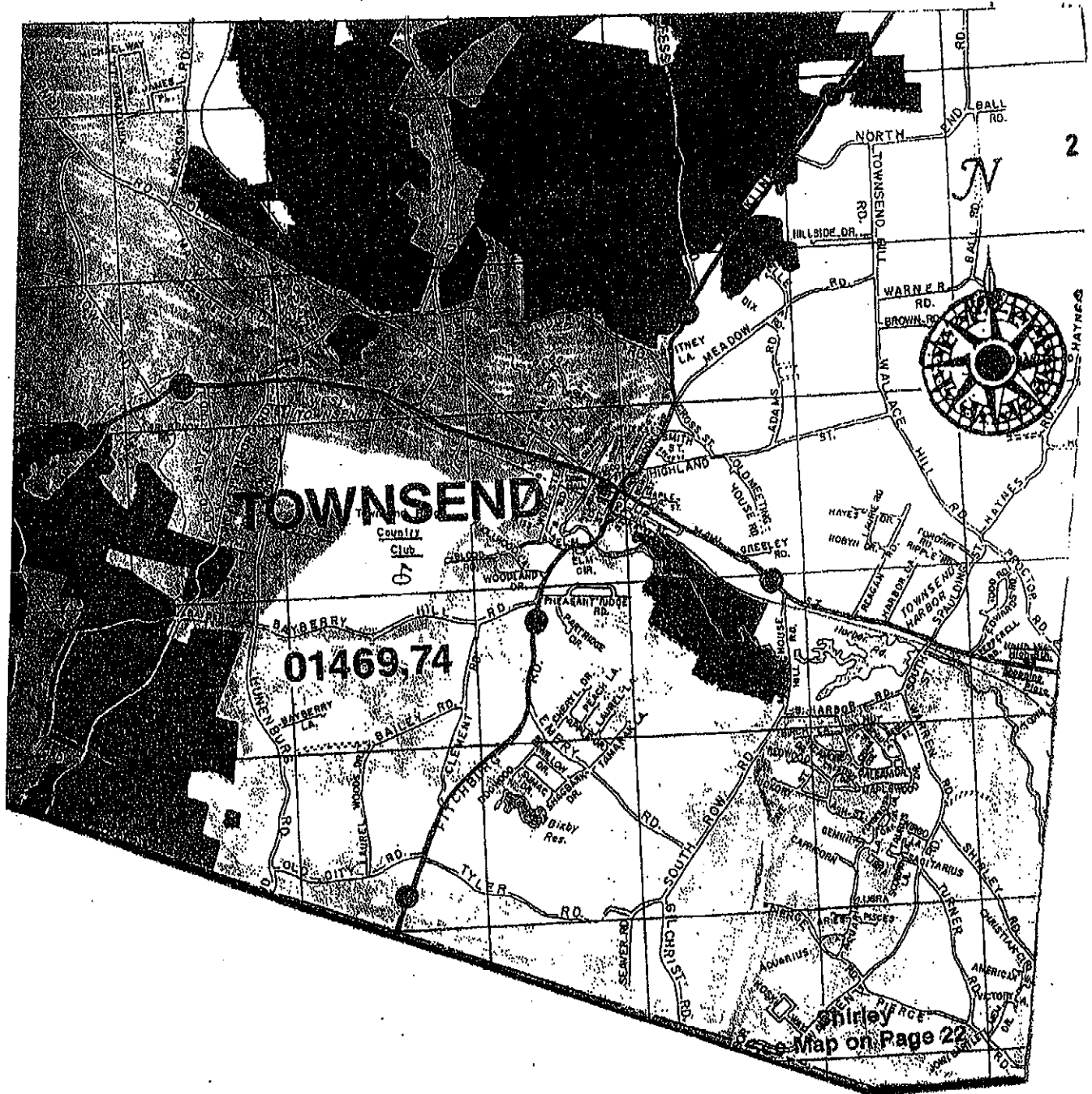
1. The first time a user is found in violation of Section 102.3 of the Townsend Code and/or these Regulations through direct observation by the MREC ("Municipal Recycling Enforcement Coordinator"), a written warning will be mailed via first class mail to the non-compliant user. If the property is not owner-occupied, a copy of the letter will also be mailed to the property owner. This address will be recorded with a picture of the non-compliance.
2. The second time a user is found not recycling in compliance with Section 102.3 through direct observation by the MREC; the MREC will leave a written notice taped to the mailbox or door of the non-recycling compliant user. This notice shall include the mandatory recycling information and a warning the next offense will result in a fine. The notice may include pictures to be included to show the previous and current offenses.
3. The third time and any subsequent time a user is found to be non-compliant; the MREC may impose a \$100 fine for each non-compliant bag.

### D. Severability

The provisions of this chapter are severable and the invalidity of any section or provision of these Regulations, as determined by a Court of competent jurisdiction, shall not invalidate any other section or provision thereof.

Blue - Tuesday  
Pink - Wednesday

yellow - Thursday  
green - Friday





**TUESDAY TRUCK ROUTE:**

Start at the Red Brick Store, take right onto West Meadow till end of town line, turn around, back to Rte. 119 take a right onto Wheeler, up the hill to Ashby line, turn around, back to Rte. 119, right onto Hamilton Hill, back to 119, onto Pearl Brook, right onto West Elm till end, turn around at Bayberry Hill, Left onto Linden, left to Fitchburg Rd, down Jonathon (private), back to Bayberry Hill, right onto Ware, left Vinton Pond, turnaround, Sauna Row, back to Vinton left onto Old Battery, back onto Rte. 119 picking other side.

Down 119, left onto Kaneohe, to Scott, back to 119, down Scales Lane and back to Main, to turnpike, to Terrace Way, to Dudley, left at Barker Hill to Mason town line. Left onto Dudley, to Burgess, back to Dudley Police, turnaround, back to Baker, left onto Turnpike, right onto Eastman, back to 119 pick right side to Red Brick Store.

Right onto Canal, to Bridle path, to Fox Run, Joyce, back to Canal, to Horseshoe, left and right to dead-end, back to Canal, to Greenville, to State Line. Left onto Mason to town line, enter Brooks Crossing, to Michael, St. James, left onto Dudley to West Townsend Reading Room. End of route.

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

THIS AGREEMENT (the "Agreement") entered into this 11 day of July 2013 ("Effective Date"), by and between the Town of Lunenburg, 17 Main Street, Lunenburg, MA 01462, and Town of Townsend, 272 Main Street, Townsend, MA 01469, each a municipal corporation and political subdivision of the Commonwealth of Massachusetts acting through its Board of Selectmen. Lunenburg and Townsend are referred to singly as a "Party" or collectively as the "Parties."

**WITNESSETH**

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

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

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

WHEREAS, as a means of promoting renewable energy and reducing energy costs, Townsend desires to purchase from Lunenburg, and Lunenburg desires to sell to Townsend, a percentage of the Net Metering Credits generated by the Solar Facility and purchased from Nugen by Lunenburg under the PPA; and

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

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

**ARTICLE I  
DEFINITIONS AND INTERPRETATIONS**

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

**ARTICLE 2**  
**TERM; CONDITIONS PRECEDENT; EARLY TERMINATION**

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

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

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

**ARTICLE 3**  
**INSTALLATION OF SOLAR FACILITY**

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

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

**ARTICLE 4**  
**PURCHASE AND SALE**

4.1 Purchase and Sale of Net Metering Credits.

- (a) Upon and after the Commercial Operation Date, Lunenburg shall deliver and sell to Townsend, and Townsend shall purchase and take delivery of, 85 percent (85%) of the Net Metering Credits generated by the Solar Facility, as determined by the Local Utility (the “Townsend Percentage”), at a price per kilowatt hour (“kWh”) equal to 85 percent (85%) of the dollar value of a Net Metering Credit during the relevant monthly billing period (the “Price”). The Townsend Percentage stated above assumes that the nameplate capacity of the Solar Facility will be 2.5 MW (AC). If, however, the nameplate capacity is less than 2.5 MW (AC), the Parties shall amend this Agreement as necessary to adjust the Townsend Percentage.
- (b) Title to and risk of loss of the Net Metering Credits purchased by Townsend shall pass to Townsend if and when the Net Metering Credits are allocated by the Local Utility to the “Townsend Accounts,” as defined in Section 4.3, below.

- (c) Townsend understands and acknowledges that Nugen does not guarantee in the PPA that the Solar Facility will generate a specific quantity of Net Metering Credits, and that the quantity of Net Metering Credits so generated may vary substantially from year to year. Townsend understands and agrees, therefore, that it is not purchasing, and Lunenburg is not obligated to sell, a fixed quantity of Net Metering Credits, but only a percentage of credits actually generated by the Solar Facility, as determined by the Local Utility.
- (d) Townsend understands and acknowledges that, other than as set forth in Section 4.3, below, with respect to the filing of a Schedule Z, Net Metering Credits will be allocated to the Townsend Accounts, if at all, by the Local Utility; that such credits will appear on the monthly utility bills for the Townsend Accounts as a total monetary amount, not as a quantity of Net Metering Credits; and that, in order to determine the quantity of Net Metering Credits received from the Local Utility, Townsend must convert such monetary amount to Net Metering Credits (by dividing the monetary amount appearing on each monthly utility bill by the value of a single Net Metering Credit during the relevant billing period).
- (e) In addition, and notwithstanding anything to the contrary in this Agreement, the obligation of Lunenburg to deliver and sell Net Metering Credits to Townsend is subject to the same limitations, qualifications, restrictions, and conditions to which Nugen's obligation to sell Net Metering Credits to Lunenburg is subject, including, but not limited to, those set forth in Section 3.1 (Early Termination), Article 9 (Disclaimer of Warranties), Article 10 (Force Majeure), and Section 13.12 (Obligation to Modify Agreement Pursuant to Actions by Governmental Authority) of the PPA.

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

4.3 Schedule Z. Upon execution of this Agreement, Townsend shall provide Lunenburg with the accounts and account information for the municipal utility accounts to which Townsend desires to allocate the Net Metering Credits purchased hereunder (the "Townsend Accounts"). Lunenburg shall direct Nugen to include such accounts on the Schedule Z to be filed with the Local Utility. Townsend shall cooperate with Lunenburg, Nugen and the Local Utility in connection with the completion and filing of the Schedule Z with the Local Utility. Townsend understands, acknowledges and agrees that only Townsend municipal accounts may be listed on the Schedule Z, and that the listing of any non-municipal accounts may cause the loss of the Solar Facility's status as a Net Metering Facility of a Municipality or Other Governmental Entity, which could result in significant damages to Lunenburg and/or Nugen, including a reduction in the value of each Net Metering Credit generated by the Solar Facility. Townsend thus agrees that the Townsend Accounts shall include only municipal utility accounts. Townsend further understands and acknowledges that the Schedule Z may be amended only if and to the extent allowed by the Local Utility, which currently allows a Schedule Z to be amended no more than twice per year.

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

## **ARTICLE 5 BILLING & ACCOUNTING; PAYMENT DISPUTES**

### 5.1 Billing.

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

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

(c) Payments in Lieu of Credits. In the event that the Local Utility elects to make payments to Lunenburg in lieu of providing Net Metering Credits under 220 CMR 18.00, Lunenburg will request the Local Utility to pay to Townsend the share of such payment due to Townsend for the Townsend Percentage purchased from Lunenburg under this Agreement. If the Local Utility makes payment to Lunenburg for all or part of the Townsend Percentage purchased by Townsend, Lunenburg shall turn such payment over to Townsend.

### 5.2 Accounting.

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

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

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

5.3 Payment Disputes. In the event Townsend disputes all or any part of an invoice submitted by Lunenburg, it shall notify Lunenburg of the amount disputed and the grounds for the dispute within 60 days of its receipt of the invoice. The Parties shall attempt in good faith to resolve the dispute. If the dispute is raised before the date on which payment is due under the relevant invoice,

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

#### **ARTICLE 6 TITLE TO ENVIRONMENTAL ATTRIBUTES**

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

#### **ARTICLE 7 ASSIGNMENT**

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

#### **ARTICLE 8 CERTAIN REGULATORY CHANGES**

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

#### **ARTICLE 9 NOTICES**

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

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

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

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

#### **ARTICLE 10 MISCELLANEOUS**

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

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

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

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

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

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

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

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

*[Remainder of Page Intentionally Left Blank]*



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

**TOWN OF TOWNSEND, BY AND THROUGH ITS BOARD OF SELECTMEN**

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

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

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

**TOWN OF LUNENBURG, BY AND THROUGH ITS BOARD OF SELECTMEN**

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

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

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

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

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