



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
OCTOBER 22, 2013 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 Call the meeting to order and roll call
- 1.2 Notice that the meeting is being tape recorded
- 1.3 Chairman's Additions or Deletions:
- 1.4 Review and approve Meeting Minutes: September 24, 2013 and October 8, 2013. Votes may be taken.

II APPOINTMENTS /HEARINGS

None

III MEETING BUSINESS

- 3.1 Review draft request for proposals for the lease of the Hart Library. Votes may be taken.
- 3.2 Review and approve One Day Special Liquor License on November 9, 2013 from 6PM to 10:00PM for Terri Roy for VFW Post 6538 at 491A Main Street. Votes may be taken.
- 3.3 Discuss proposed slots parlor casino on Jungle Road, Leominster and vote to sign Surrounding Community Agreement with PPE Casino Resorts MA, LLC. Votes may be taken.
- 3.4 Vote to reopen and close the November 19, 2013 Special Town Meeting warrant; review warrant articles; and vote to sign the warrant. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Vote to appoint Cheryl Simoneau to the Abram S. French Fund Committee for a term from October 22, 2013 to June 30, 2014. Votes may be taken.

V WORK SESSION

- 5.1 Board of Selectmen Updates/Reports
- 5.2 Town Administrator Updates/Reports
- 5.3 Review/Sign Payroll Warrant
- 5.4 Review/Sign Bills Payable Warrant

VI Executive Session

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



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1.A

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SELECTMEN'S MEETING MINUTES
SEPTEMBER 24, 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) 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: There are none.
- 1.4 Review and approve Meeting Minutes: September 10, 2013. CM moved to approve minutes from September 10, 2013. RP seconded. Unanimous.

III MEETING BUSINESS

- 3.1 Review and sign Water Department contracts for the following:
 - 2013 4-wheel drive pick-up truck with aluminum utility body in the amount of \$31,714.00 from Liberty Chevrolet, Inc., Wakefield, MA.
 - Radio frequency meter reading transmitter installation project in the amount of \$79,500.00 from East National Water, Palmer, MA.Mr. Sheehan informed the Board that the procurement process has been satisfied and the low bidder is recommended in both cases.
CM moved to sign out of session the Water Department contract for a 2013 4-wheel drive pick-up truck with aluminum utility body in the amount of \$31,714.00 from Liberty Chevrolet, Inc., Wakefield, MA. RP seconded. Unanimous.
CM moved to sign out of session the Water Department contract for a Radio frequency meter reading transmitter installation project in the amount of \$79,500.00 from East National Water, Palmer, MA. RP seconded. Unanimous.
- 3.2 Review Mandatory referral from the Planning Board regarding a zoning bylaw amendment to impose a moratorium on medical marijuana dispensaries: Mr. Sheehan advised that this requires a public hearing by the Planning Board. SL thanked the Planning Board for managing this issue.
- 3.3 Review and approve Police Department interagency mutual aid agreement: Mr. Sheehan stated this is an agreement among Middlesex County Police Departments allowing them legal authority while on duty outside their jurisdiction. This agreement has been reviewed and approved by counsel. CM moved to approve Police Department interagency mutual aid agreement. RP seconded. Unanimous.

- 3.4 Review and approve request to cross, alter, or construct within a public way for the Townsend Water Department to replace a leaking service in front of 7 Maple Street: CM moved to approve the request to cross, alter, or construct within a public way for the Townsend Water Department to replace a leaking service in front of 7 Maple Street. RP seconded. Unanimous.
- 3.5 Vote to declare surplus and authorize the disposition of the generator at the Fire Headquarters at 13 Elm Street: CM moved to declare surplus and authorize the disposition of the generator at the Fire Headquarters at 13 Elm Street. RP seconded. Unanimous.
- 3.6 Vote to establish a Charter Committee, approve the Committee's mission, and post for members. Mr. Sheehan reviewed the situation and said this is a continuation of the work begun by the Charter Review Committee. His memo to the Board recommends a seven-member committee appointed by the Board of Selectmen. He advised setting a schedule and having the Committee present its recommendations at the May 2015 Town Meeting. CM moved to establish a seven-member charter committee appointed by the Board of Selectmen with a time frame of recommendations for the May 2015 Town Meeting. RP seconded. Unanimous.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.2 Vote to appoint Brent Davis as a full time Police Officer beginning September 24, 2013 through June 30, 2014, subject to physical and psychological examinations, probationary period, and completion of the Police Academy training: Chief Marshall explained that he would like Officer Davis to be appointed as a Recruit Officer due to the fact that he is undergoing Police Academy training and also noted that he has passed his physical examination. CM moved to appoint Brent Davis as a full time Recruit Police Officer beginning September 24, 2013 through June 30, 2014, subject to psychological examination, probationary period, and completion of the Police Academy training. RP seconded. Unanimous.

II APPOINTMENTS /HEARINGS

- 2.1 7:15 Public Hearing: 24 Main Street. Nancy Pappas requests an on-premises wine and malt beverages license for Patriot Pizza & Subs, Inc. The public hearing opened at 7:15PM. A list of attendees was gathered. Atty. Thomas Gustafson represented the applicants. Chief Marshall raised a concern with regard to Section 16C of MGL Chapter 138 that there was not a written response noting the North Middlesex School District that approval of the license for the premises would not be detrimental to the educational activities of the school. He requested the approval be contingent on the receipt of a written finding. A letter of support from Niles and Michelle Busler was read. There were no other comments. CM moved to approve an on-premises wine and malt beverages license for Patriot Pizza & Subs at 24 Main Street pending a written finding from the Chief of Police. RP seconded. Unanimous. Hearing closed at 7:30PM.
- 2.2 7:25 The Town Properties Committee to discuss the Hart Library and Town Hall Annex at 276 and 274 Main Street, respectively. Representing the Town Properties Committee, Alice Struthers summarized the letter the Committee submitted to the Board regarding the future of the Hart Library, urging the Board to either commit to maintaining the building or place it on the market, and their suggested plan of action to refurbish the building. Mr. Sheehan said a previously interested party estimated renovation at \$500,000 to \$1 million. The Town does not have funds to pay for the renovation. He added that the Town does not have an identified use for the building and it is difficult to renovate without a specific use in

mind. Rich Hanks, Building Inspector, pointed out the accessibility issues. The Board was divided as to whether to sell the building. That would have to be decided at Town Meeting. Discussion was had about auctioning the contents, reissuing the RFP and making it available for sale with restrictions on keeping the historical significance of the building. The subject was tabled to be revisited in two weeks.

- 2.3 7:30 Cindy Boundy to discuss Unitil's West Townsend substation. Ms. Boundy gave the Board the history of Unitil's use of the substation. In August Unitil installed a portable generator that ran continuously for 10 straight days. The neighbors contacted Rick Metcalf from Nashoba Board of Health. He took decibel readings of 70 or 80. They would appreciate it if Unitil would contact them in the future if they are going to use the generator and that they use a sound barrier at such time. Now Unitil has installed a floodlight that is on from dusk to dawn. The light has been in place for quite some time, but they didn't start using it until September 1. Mr. Sheehan has had many discussions with Unitil. They have agreed to retrofit the light with a motion sensor and blinders/shields. This should be done within a couple of weeks. The Board agreed that Unitil should notify the neighbors if any work is going to be done at the substation and that they will allow Unitil one month to rectify the lighting situation.

VI Executive Session

CM moved at 8:25PM to enter into executive session under G.L. c. 30A, s. 21(a)(3) regarding litigation and to return to open session. RP seconded. Roll call: CM aye, RP aye, SL aye. The Board moved into executive session at 8:26PM.

At 8:59 the Board returned to open session.

III MEETING BUSINESS (continued)

- 3.7 Review and approve chapter 90 reimbursement request for reclamation, resurfacing, and drainage improvements on Wallace Hill Road. Work is complete: CM moved to approve chapter 90 reimbursement request for reclamation, resurfacing, and drainage improvements on Wallace Hill Road. RP seconded. Unanimous.
- 3.8 Review and approve chapter 90 request for repaving approximately 1.3 miles of Dudley Road: CM moved to approve chapter 90 request for repaving approximately 1.3 miles of Dudley Road RP seconded. Unanimous.
- 3.9 Discuss North Middlesex Regional High School project, including permit fees: Mr. Sheehan has created a spreadsheet of fees from other locales and estimates from our Building Department. He does not think DEP waives fees. The architects give 10% of construction cost as an estimate. He recommends offering a partial waiver of fees. CM moved to direct the Town Administrator to draft a memo with an estimate of \$350,000 for permit fees. RP seconded. Unanimous.
- 3.10 Discuss the process for recruiting a new Fire Chief following the retirement of Chief Donald Klein in March 2014. Mr. Sheehan reiterated that Chief Klein is required by statute to retire before the end of March. He recommends a screening committee comprised of 1 police official, 1 or 2 fire personnel, 1 community member at large and 1 or 2 staff who would work closely with the new chief. He would like to ask a chief from another to community to be an ex-officio consultant. Those interested in participating on the screening committee should submit a volunteer response form along with a resume. He will create a posting notice for the Board's review and approval.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Vote to confirm the appointment of Andrew J. Sheehan as Town Administrator for a term from July 1, 2013 to June 30, 2016. CM moved to confirm the appointment of Andrew J. Sheehan as Town Administrator for a term from July 1, 2013 to June 30, 2016. RP seconded. Unanimous.

V WORK SESSION

- 5.1 Board of Selectmen Updates/Reports: SL gave an update on the high school building committee. Important dates are October 20 – NEASC accreditation reception and October 21 – joint meetings with Town Administrators, Boards of Selectmen and Finance Committees.
RP inquired as to the status of the audit. Mr. Sheehan said the auditors have everything they need for FY12. The audit for FY12 and management letter should be complete by the end of October.
- 5.2 Town Administrator Updates/Reports:
- Kathy Rossbach has announced her retirement as Treasurer/Collector effective November 30, 2013. She has served the town for 34 years. At the State House last Tuesday, the conversion of the Treasurer/Collector position from elected to appointed was favorably received by the Joint Committee on Municipalities.
 - Energy update: Lunenburg net metering project is moving forward. Green Communities funds are being used to retrofit the boilers at the Police station. Unitil will be doing lighting upgrades at Town Hall as they have for fire, highway and police.
 - Julie Johnson has resigned her position on the Planning Board leaving a vacancy.
- 5.3 Review/Sign Payroll Warrant: CM moved to sign warrants out of session. RP seconded. Unanimous.
- 5.4 Review/Sign Bills Payable Warrant: CM moved to sign warrants out of session. RP seconded. Unanimous.

Meeting adjourned at 9:52PM.



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SELECTMEN'S MEETING MINUTES
OCTOBER 8, 2013 - 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 The Vice-Chairman called the meeting to order at 7:00PM and roll call showed Robert Plamondon, Vice-Chairman (RP); and Colin McNabb, Clerk (CM) present. Chairman Sue Lisio participated remotely for a portion of the meeting.
- 1.2 RP gave notice that the meeting is being tape recorded.
- 1.3 Chairman's Additions or Deletions: 3.9 Review request from Police Chief Erving Marshall to approve a temporary waiver for Brent W. Davis from the basic police recruit training provisions of G.L. c. 41, s. 96B.
- 1.4 Review and approve Meeting Minutes: September 17, 2013. CM moved to approve. RP seconded. Unanimous.

II APPOINTMENTS /HEARINGS None

III MEETING BUSINESS

- 3.1 Review and approve Fire Department Standard Operating Guidelines for the Venture Crew: Fire Chief Don Klein has worked with Tom Whittier and the Venture Crew for many years. Chief Klein said it is time to develop guidelines for the Venture Crew. CM commended the program as a great venue toward a career in the fire service. RP asked if there would be any liability to the town. Mr. Whittier said the liability waiver is provided by the Boy Scouts of America. CM moved to approve Fire Department Standard Operating Guidelines for the Venture Crew. RP seconded. Unanimous.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.2 Vote to appoint the following to the Fire Department with terms from October 8, 2013 to June 30, 2014:

- Christa Ward: on-call EMT-B
- Ben Simmons: on-call Firefighter/Paramedic
- Eric Mannion: on-call Firefighter/Paramedic

CM moved to appoint the personnel listed to the Fire Department with terms from October 8, 2013 to June 30, 2014. RP seconded. Unanimous.

III MEETING BUSINESS (continued)

- 3.2 Review vacancy notice and mission for the Fire-EMS Chief Screening Committee: Mr. Sheehan presented a draft posting and mission statement. He recommended that the

committee consist of the Police Chief or Deputy Chief, two on-call firefighters (one an officer), one full-time firefighter, one department head, and two residents (one involved with the schools). Mr. Sheehan and a chief or superior officer from another community will serve as advisors. The Board will choose the new chief from the list of finalists presented them by the committee. CM moved to approve the vacancy notice and mission for the Fire-EMS Chief Screening Committee with no limit on the number of finalists. RP seconded. Unanimous.

- 3.3 Review draft request for proposals for the lease of the Hart Library. Mr. Sheehan researched information on the Hart library and found that Town Meeting did not authorize the sale of the building. He made some changes to the RFP to lease it. He cut out some restrictive components and is considering backing off on submission requirements. The Board agreed to continue discussion at the next meeting when the full Board is present.

Chairman Sue Lisio (SL) joined the meeting remotely.

- 3.4 Review and approve One Day Special Liquor License on October 12, 2013 from 5PM to 9:30PM for Colin McNabb for the Knights of Columbus at 1 School Street: RP moved to approve. SL seconded. CM recused himself. Passed 2-0-1.
- 3.5 Authorize posting for an Interim Town Treasurer. Mr. Sheehan advised the Board that while legislation is pending on Beacon Hill to change the position from an elected one to an appointed one it would behoove them to post for an Interim Town Treasurer and then post for a permanent Collector/Treasurer. He feels confident the legislation will be approved prior to the ballot being ready for 2014 elections. CM moved to authorize posting for an Interim Town Treasurer. RP seconded. Unanimous.

SL excused herself from the remainder of the meeting.

- 3.6 Review letter of appreciation to Sterilite Corporation for improvements to athletic facilities at Hawthorne Brook Middle School. Mr. Sheehan reviewed the scope of the project and other donations Sterilite has given in the past. RP offered his thanks to Mr. Stone and the Sterilite Corporation. CM noted the town is blessed to have Sterilite and Mr. Stone as good neighbors for the citizens of Townsend. Mr. Sheehan also noted that a grant of \$20,000 from the United States Tennis Association (USTA) was awarded to Hawthorne Brook Middle School. This paid for the painting and striping of the courts. Thanks go to the USTA and to Sandi Shepherd-Gay for applying for and following through with the grant process. CM moved to accept and sign the letter of thanks. RP seconded. Unanimous.
- 3.7 Review the draft Special Town Meeting Warrant; discuss rescheduling the meeting to November 19, 2013; and discuss reopening the warrant: Mr. Sheehan updated the Board that the draft warrant was reviewed with the Department Heads at their meeting this morning. The Town Meeting was previously scheduled for October 29th but he recommends rescheduling to November 19th. He hopes collective bargaining negotiations will be complete by that time. CM asked when the warrant would be approved. Mr. Sheehan said at the next meeting. CM moved to reschedule the Special Town Meeting to November 19, 2013. RP seconded. Unanimous.
- 3.8 Discuss proposed slot parlor casino in Leominster and how it may potentially impact or benefit Townsend and authorize the Town Administrator to negotiate on the Town's behalf: Mr. Sheehan has had conversations with the casino developers, neighboring town officials, and town counsel about this issue. The project raises some traffic concerns and offers some potential benefits. He will bring forward the completed agreement in the near future. CM moved to authorize the Town Administrator to negotiate on the Town's behalf regarding the proposed slot parlor casino in Leominster. RP seconded. Unanimous.

- 3.9 Review request from Police Chief Erving Marshall to approve a temporary waiver for Brent W. Davis from the basic police recruit training provisions of G.L. c. 41, s. 96B: Mr. Sheehan noted that this is standard procedure to allow him to begin his duties. CM moved to approve a temporary waiver for Brent W. Davis from the basic police recruit training provisions of G.L. c. 41, s. 96B. RP seconded. Unanimous

IV APPOINTMENTS OF PERSONNEL/OFFICIALS (continued)

- 4.1 Vote to appoint Michael A. Keefe as a constable for a term from July 1, 2013 to June 30, 2016. CM moved contingent on acquisition of a bond. RP seconded. Unanimous.
- 4.3 Vote to appoint the following to the Energy Committee for the terms noted.
- Sue Dejaniak, from July 1, 2013 to June 30, 2016.
 - Christopher Campion, from July 1, 2013 to June 30, 2015.
- CM moved to appoint the volunteers listed to the Energy Committee for the terms noted. RP seconded. Unanimous.

V WORK SESSION

- 5.1 Board of Selectmen Updates/Reports: RP reminded those present and viewers of the Greg Reeves run this Saturday.
- 5.2 Town Administrator Updates/Reports: Mr. Sheehan thanked Mark Mercurio and Roger Rapoza and crew for the work they are doing at the Town Hall Annex. The space has been identified as good storage room but the climate has not been conducive for that purpose. The carpets and curtains have been removed and they are preparing to prime and paint the walls. Shelving will be installed and the ramp and front stairs have been repaired.
- 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

Executive Session: under G. L. c. 30A, s. 21(a)(6) regarding real property and s. 21(a)(3) regarding litigation: CM moved to enter into executive session under G. L. c. 30A, s. 21(a)(6) regarding real property and s. 21(a)(3) regarding litigation and adjourn immediately following. RP seconded. CM aye, RP aye. The board entered into executive session at 7:48PM.

3.1



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**TOWN OF TOWNSEND
REQUEST FOR PROPOSALS FOR
REDEVELOPMENT AND LEASING OF TOWN-OWNED BUILDING
HART FREE LIBRARY, 276 MAIN STREET, TOWNSEND, MA**

I. INTRODUCTION AND PURPOSE

The Town of Townsend, Massachusetts ("Town"), seeks proposals from parties interested in leasing a building and associated grounds from the Town. Qualified persons or businesses are requested to submit proposals to Andrew J. Sheehan, Town Administrator/Chief Procurement Officer, c/o Selectmen's Office, 272 Main Street, Townsend, MA 01469, no later than **11:00 A.M. on _____**. Proposals will be opened then and there. The Town reserves the right to reject any or all proposals or to cancel this Request for Proposals if it deems it to be in its best interest to do so, and for any other reason permitted by law.

This procurement is subject to the Uniform Procurement Act, G.L. c. 30B, § 16, the provisions of which are incorporated herein by reference. In the event of any conflict among the terms of this RFP and the provisions of section 16 of the Uniform Procurement Act, the provisions of section 16 of the Uniform Procurement Act shall control.

There will be a pre-proposal meeting on at **10:00 A.M. on _____** at the premises, 276 Main Street, Townsend, MA 01469. The purpose of the pre-proposal meeting is to conduct a tour of the premises. Interested offerors are encouraged to attend, as all persons submitting a proposal shall be deemed to have done so and to be thoroughly familiar with the building to be leased.

Copies of the Request for Proposals ("RFP") documents, which includes the proposal forms, may be obtained Monday through Friday between the hours of 9:00 A.M. to 4:00 P.M, beginning on _____. Documents may be obtained in person at the Selectman's Office, 272 Main Street, Townsend, MA 01469. Copies of the RFP documents may also be requested in writing, by fax or email addressed to Andrew J. Sheehan, Town Administrator/Chief Procurement Officer, c/o Selectmen's Office, 272 Main Street, Townsend, MA 01469; email, selectmen@townsend.ma.us and/or fax at 978-597-1719.

The Town reserves the right to make changes to this RFP, and if it does so, the appropriate written addendum will be issued. Any addendum issued will be mailed, emailed and/or faxed to all persons on record as having picked up the RFP. It is the responsibility of each person obtaining an RFP to provide the Chief Procurement Officer with a correct and current mailing address, fax number and/or an email address for this purpose. Each Proposer must acknowledge receipt of all addenda in their proposal. It shall be the sole responsibility of each proposer to ensure that it has received all addenda, as the Town

shall have no responsibility in that regard notwithstanding the Town's intention to deliver addenda to all persons on record as having received a copy of the RFP.

Questions concerning this RFP must be submitted in writing no later than 10 calendar days prior to the time and date established in this RFP for the receipt of proposals to Andrew J. Sheehan, Town Administrator/Chief Procurement Officer, 272 Main Street, Townsend, MA 01469. Questions may be delivered, faxed to (978) 597-1719, mailed, or e-mailed to selectmen@townsend.ma.us. Proposers are not entitled to rely on any answers given orally and not in the form of an addendum. If the Town deems it appropriate to provide written answers to any questions, it shall do so in the form of an addendum.

A Proposer may correct, modify, or withdraw a proposal by written notice received by the Town prior to the Proposal submission deadline. Proposal modifications must be submitted in a sealed envelope in the same manner as the proposal itself, and must, in addition, be clearly labeled, "Modification No. ____." Each modification must be numbered in sequence, and must reference the original RFP.

The contract shall be for a term of years to be determined by this procurement with a fixed price contract for each year of the lease period.

II. DESCRIPTION OF PROPERTY AND BUILDING

Townsend is located in north central Massachusetts in Middlesex County. It is bisected by Route 119 east to west and Route 13 north to south, and the center of town lies about 20 minutes north of Route 2. It is bordered by seven towns: Ashby on the west, Brookline and Mason, NH on the north, Groton, Pepperell and Shirley to the east, and Lunenburg to the south. The building in question is located on Route 119 in the center of town.

The Hart Library, which is the building to be leased pursuant to this RFP, is located at 276 Main Street on approximately 0.5 acres of land. It is identified on Assessor's Map 51, Block 1 and South Middlesex District Registry of Deeds at Book 5237, Page 47. The property abuts the Squannacook River and is located at the corner of Main Street (Route 119) and Riverbank Terrace. The building was built of wood frame around 1928 and is one-story with a fully useable basement, concrete foundation, slate roof cover, 4 (four) total rooms, 1 (one) three-quarters bath and three (3) half baths. The building has a brick exterior with painted wood surrounding the windows and the north and east doors, the trim at the roofline and on the cupola on the roof. The interior has plaster walls, tile floors, some carpeting, one fireplace, and an oil-fired steam boiler. Proposers should assume that lead paint covers all of the wood surfaces. The presence of asbestos is unknown. There is 4,635 square feet of total space available.

It is the Town's desire to lease the Premises in an "as is" condition, and the Town makes and shall not make any warranty or representation regarding the condition of the building or its suitability (or lack thereof) for any purpose intended by a proposer, it being understood that it shall be the sole responsibility of the proposer to verify whether the property is suitable for its intended purpose.

The Hart Library is in the Downtown Commercial District which allows the following uses as of right (proposers must make their own review of the all applicable laws and regulations and may not rely upon the summary provided herein):

- A. All municipal purposes, including the administration of government, fire, and police stations.
- B. Educational and religious uses.
- C. Detached single (one) family dwellings.
- D. Retail sale and rental of goods, merchandise and equipment.
- E. Office, clerical, professional, research, and services not primarily related to goods or merchandise.
- F. Restaurants or other places serving food or beverage.

- G. Self-service storage facilities consisting of a building or buildings providing individual small self-contained units or an enclosed area leased or owned for the storage of business and household goods and equipment, and which is operated as a commercially managed business.
- H. Such accessory uses as are customarily incidental to any of the above uses.

The following are uses requiring a special permit in the Downtown Commercial District:

- A. Bed and breakfast.
- B. One to six dwelling units within a structure existing on the lot or for which a building permit has been issued as of January 1989, provided sufficient off-street parking is available on site.
- C. Mixed use (residential/commercial).
- D. Sales facility for boats, camper-trailers, farm equipment or construction equipment.

III. OVERVIEW LEASE

The Town of Townsend seeks to lease the building for a use allowed in the zoning district. The successful proposer, and not the Town, will be responsible, if and to the extent required by applicable laws and codes, to bring the building up to current building and accessibility codes required for the proposed use. The Proposer shall be responsible for all costs associated with any building and property improvements. All upgrades, repairs, or modifications to the property require prior written approval by the Town. The Town reserves the right, in its discretion, to withhold any such approval. The Town gives preference, in the evaluation criteria, for improvements to the premises that are consistent with the architectural style of the building and preserve existing architectural features. Major or substantial structural changes to the building that are not required as a condition for any use and occupancy of the building shall not be permitted.

The Town shall not be liable for any personal injury to or death of any person or persons the Proposer may employ in carrying out this agreement.

The Proposer agrees to pay all debts for labor and material it incurs. The Proposer agrees to assume the defense of and to indemnify and save harmless the Town, its members, agents, and employees from and against any and all suits, claims, demands, expenses, and liabilities arising out of or in any way connected with the performance by it of this Agreement.

The Town shall have no responsibility whatsoever for any improvements made to the building by the successful proposer. If improvements are to be made to the property, the successful Proposer shall keep the Town Administrator informed on at least a weekly basis of the progress of such improvements. The successful Proposer shall also be responsible for keeping informed such other officials who have jurisdiction, including but not limited to the Building Commissioner and Board of Health or their designee(s), if and as applicable.

IV. INSTRUCTIONS/SUBMISSION OF PROPOSALS

Proposals must include a full description of the proposed use of the building and grounds, including intensity of use which shall include but not be limited to hours and days of operation, number of staff, expected vehicular and pedestrian trips to the site, parking demands, potential traffic impacts, exterior area needed and proposed use thereof. The description shall include any special requirements for use of the building.

SKETCH

Proposals must include preliminary plans and other information showing the extent to which the prospective lessee proposes to alter the floor plan or make any other changes or improvements to the building by installation of permanent or temporary modifications/improvements, and a schedule for their installation and completion. Proposals must include written plans and other information showing and

describing in reasonable detail the extent to which the prospective lessee proposes to alter the building, access drives, parking, grounds, or public ways. Detailed architectural drawings and engineered site plans are not necessary at this stage. All improvements, including the cost of the improvements, to the building will be the responsibility of the lessee and are subject to prior written approval by the Town. *BAT. OF THE + GROUNDS*

Proposals must be signed by the authorized individual(s) as follows: (1) if the proposer is an individual, by him/her personally; (2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. If the proposal is made by a corporation, a statement of the principal business address of the corporation must be included.

Proposals received in express-type envelopes without an inner sealed envelope containing the proposal will not be accepted as the RFP envelope. The proposal envelope must be properly sealed and marked as noted above and contained inside such express envelopes if used.

Please submit both a "Price Proposal" and a "Non-Price Proposal." The two proposals, which combined shall constitute the proposal, may be submitted together in a single envelope. All proposals shall be opened publicly on _____ at 11:00 AM.

A. Price Proposal

Proposers must submit one (1) original and four (4) copies of their price proposal in the form of **Attachment A** to this RFP. The price proposal shall include:

1. The estimated cost of any improvements to the building or property.
2. The annual lease amount proposed to be paid to the Town.

B. Non-Price Proposal

Proposers must submit one (1) original and four (4) copies of their non-price proposal. The non-price proposal shall include:

1. *WRITTEN* Use Plan: A ~~detailed~~ description of the proposed use of the building and property.
2. *WRITTEN* Improvement Plan: A ~~detailed~~ description of improvements to the building and/or property the Proposer will undertake to meet the needs of the use plan.
3. Written Statement of Litigation/Bankruptcy: A detailed statement of whether or not the company has been involved within the past five years as a named party (e.g., plaintiff or defendant) with any litigation, arbitration, bankruptcy or any other adjudicative or administrative proceedings. This information, among other information, will be used by the Town in determining the responsibility of the proposer.
4. List of References: Complete and submit the List of References included as Attachment C to this RFP.
5. The following attachments to this RFP must be completed and included with the non-price proposal.

Attachment A – Price Proposal Form

Attachment B – Certificate of Tax Compliance and Non-Collusion Statement

Attachment C – Reference Form

Attachment D – Disclosure of Beneficial Interest

V. EVALUATION OF PROPOSALS

(a) Non-Price Proposal

1. Minimum Evaluation Criteria

Each non-price proposal shall first be reviewed to determine whether or not the requirements in Section IV of this RFP have been met. Proposals not meeting all of these requirements shall be summarily rejected as non-responsive.

2. Comparative Evaluation Criteria

Responsive proposals shall be evaluated and compared based upon the following comparative criteria:

USE PLAN:

1. **Highly Advantageous:** Proposer proposes a use of Premises that is a permitted use in the zoning district and is consistent with uses in the area.
2. **Advantageous:** Proposer proposes a use of Premises that is allowed by special permit in the zoning district and is consistent with uses in the area.
3. **Not Advantageous:** Proposer proposes a use that is prohibited in the zoning district or is not consistent with uses in the area.

IMPROVEMENT PLAN

1. **Highly Advantageous:** Proposer proposes improvements to the premises that are consistent with the architectural style of the building and preserve existing architectural features.
2. **Advantageous:** Proposer proposes improvements that preserve the building that are, in large part, consistent with the architectural style of the building and preserve most of the existing architectural features.
3. **Not Advantageous:** Proposer proposes improvements that are inconsistent with the architectural style of the building and do not preserve existing architectural features.

(b) Price Proposal and Rule for Award: Most Advantageous Proposal — Award of contract

Following the separate evaluation of the non-price proposals, the Chief Procurement Officer or his designee shall review the evaluations and price proposals. A contract will be awarded, if at all, to the responsible and responsive proposer whose proposal is deemed the most advantageous, taking into consideration price and the comparative evaluation criteria set forth in this RFP.

V. CONTRACT TERMS AND CONDITIONS

The successful proposer will be required to sign a contract in the form attached to this RFP as **Attachment E**.

ATTACHMENT A

PROPOSAL PRICE FORM

For ease of reviewing prices, this page must be filled out in its entirety. If this page is not completed, the Proposal will be rejected. Please insert prices where indicated below.

The annual lease amount proposed to be paid to the Town. (In the event of a discrepancy between the amount in words and the amount in figures, the highest amount will control and shall be the price offered.)

\$ _____ (figures)

EST. COST OF IMPROVEMENTS

In Written Words _____

Authorized Signature

Company Name

Typed Name

Street Address

Title

City State Zip

Dated

Phone (or Toll Free) Number

ATTACHMENT B

CERTIFICATE OF TAX COMPLIANCE AND NON-COLLUSION STATEMENT

CERTIFICATION OF TAX COMPLIANCE:

Pursuant to Mass General Laws, Chapter 62C, s. 49A, I certify under the penalties of perjury, that I, to my best knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION STATEMENT:

Pursuant to Mass General Laws, Chapter 701 of the Acts of 1983, the undersigned certifies under the penalties of perjury that this Proposal or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person

Company

Name of person - Please Print

DRAFT

ATTACHMENT C
REFERENCE FORM

Proposer: _____

**TOWN OF TOWNSEND REQUEST FOR PROPOSALS FOR LEASING OF HART
FREE LIBRARY, 276 MAIN STREET, TOWNSEND.**

Proposer must provide three (3) references of individuals, companies or organizations familiar with their work:

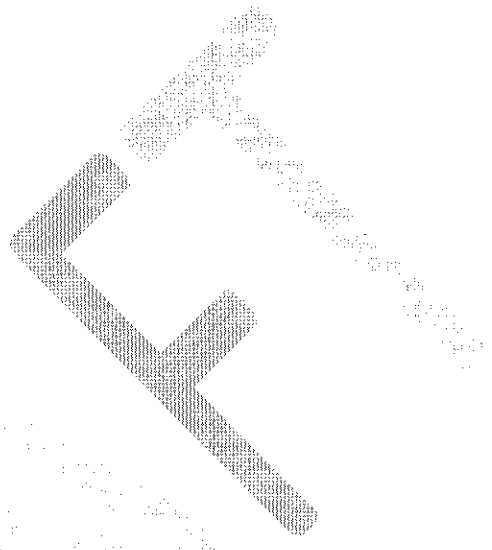
Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____
Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____
Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____
Description and date(s) of supplies or services provided: _____

ATTACHMENT D

DISCLOSURE OF BENEFICIAL INTEREST FORM
(FORM IS BEHIND THIS PAGE)



Disclosure of Beneficial Interests in Real Property Transaction

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L. c7, § 40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public agency involved in this transaction: _____
(Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: Sale Lease or rental for _____ (term):

4. Seller(s) or Lessor (s): _____

Purchaser(s) or Lessee(s) _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. Not: If a corporation has, or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need **not** be disclosed.

Name	Address
_____	_____
_____	_____
_____	_____

(Continued on next page)

5. Continued

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is completed and accurate in all respects.

Signature: _____

Printed name: _____

Title: _____

Date: _____

ATTACHMENT E
CONTRACT/LEASE

DRAFT

LEASE

ARTICLE I: SUMMARY

1.1 **Key Terms**

DATE OF LEASE: _____, 2013

LANDLORD: TOWN OF TOWNSEND

LANDLORD'S ADDRESS: Townsend Town Hall
272 Main Street
Townsend, MA 01469

TENANT:

TENANT'S ADDRESS:

LAND: 276 Main Street, Assessors Map 51, Block 1, Lot 0

BUILDING: Hart Free Library

PREMISES: The Land and the Building

RENT: As set forth in Section 4.1 below

ARTICLE II: PREMISES

2.1 **Premises.** Landlord does hereby demise and lease unto Tenant the Premises, as described in Section 1.1 above.

The Premises are delivered to Tenant and Tenant accepts the Premises in their present condition, "AS IS," it being agreed that Tenant has had an opportunity to examine and inspect the Premises in all respects, that Landlord has made no representations or warranties of any kind with respect thereto, and that Landlord shall have no obligation to do any work on, or make any improvements to the Premises or the condition thereof.

2.2 **Permitted Uses.** Tenant shall use the Premises for the purpose of _____ (the "Permitted Uses"), in accordance with the terms and conditions set forth in the Request for Proposals issued by the Town of Townsend and the Tenant's written proposal dated _____, 2013 (the "Proposal"), which Request for Proposals and Proposal are incorporated herein and made a part hereof.

ARTICLE III: TERM OF LEASE

This Lease shall commence on _____, 2013 (the "Commencement Date") and expire on _____, _____ (the "Initial Term"), with Tenant having the right to extend the term of the Lease for three (3) consecutive periods of one (1) year (each, an "Extension Term"), for a total maximum term of _____ years, by giving Landlord written notice thereof sixty (60) days prior to the expiration of the then current term. The Initial Term and, if exercised, all Extension Terms, are referred to herein as the "Term."

ARTICLE IV. RENT

4.1 Payment of Rent. Tenant covenants and agrees to pay Landlord, without notice or demand therefor and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, the "Base Rent" and "Additional Rent," as such terms are defined below.

4.2 Base Rent. Commencing on the Commencement Date, Tenant shall pay a base rent in the amount of _____ Dollars (\$ _____) per year, to be paid in monthly installments of _____ Dollars (\$ _____) per month, during the Term of this Lease (the "Base Rent"). If the Commencement Date shall be on any day other than the first day of a calendar month, Base Rent and other charges for such month shall be pro rated on a per diem basis. Base Rent shall increase automatically each lease year thereafter, on the anniversary of the Commencement Date, by the greater of (a) _____ percent (____%), and (b) the increase, if any, in the CPI over the preceding year. The "CPI" refers to the Consumer Price Index (CPI) for the City of Boston as published each January by the Bureau of Labor Statistics of the U.S. Department of Labor.

4.3 Additional Rent. Tenant shall also be responsible for any and all taxes, levies, betterments or assessments, fees or charges that are assessed or chargeable during the Term of this Lease in relation to the Premises or Tenant's use thereof and for the maintenance of the Premises. All sums required to be paid by Tenant under this Lease, other than Base Rent, shall be construed and paid as Additional Rent. Base Rent and Additional Rent are referred to, together, as "Rent."

4.4. General Rent Provisions. Rent shall be payable by Tenant to Landlord monthly in advance on the first day of each month during the Term of this Lease. All Rent and other payments required to be made by Tenant to Landlord under this Lease shall be paid by check made payable to the "Town of Townsend" and delivered to Landlord at the address set forth above, or at such other place as Landlord may from time to time direct by written notice to Tenant.

4.5. Interest. All payments becoming due under this Lease and not paid when due shall bear interest from the applicable due date until received by Landlord at an annual rate equal to the prime rate of interest charged from time to time by Bank of America or its successor, plus two percent (2%).

4.6. Triple Net Lease. Landlord and Tenant acknowledge and agree that, except as set forth in Section 8.3 and Section 10.1 below, this is an absolute triple net lease, and Tenant shall have the sole responsibility with regard to maintaining the Premises. All payments of Rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the Rent herein specified in each year during the Term of this Lease free of any taxes, assessments, charges, impositions or deductions of any kind charged, assessed or imposed on or against the Premises. Landlord shall not be expected or required to pay any such charge, assessment or imposition, or furnish any services to the Premises or be under any obligation or liability hereunder except as herein expressly set forth. Except as provided otherwise, all costs, expenses and obligations of any kind relating to the maintenance of the Premises, including without limitation all alterations, repairs, restoration, reconstruction and replacements as hereinafter provided, which may arise or become due during the Term hereof, or thereafter, so long as Tenant or anyone claiming by, through or under Tenant shall remain in occupancy of the Premises, shall be paid by Tenant at Tenant's sole cost and expense.

ARTICLE V: UTILITIES

5.1. Delivery of Utilities. Landlord shall not be responsible for providing or paying for utilities to the Premises or for general maintenance of the Premises. Tenant agrees to pay promptly, as and when the same become due and payable, all charges for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and other utilities supplied to the Premises (whether prior or during the Term, or subsequent thereto if relating to Tenant's use of the Premises). If Tenant fails to pay for the utilities furnished to the Premises, Landlord shall have the right, but not the obligation, to pay the same, and Tenant shall reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith, with interest, as Additional Rent.

5.2. Additional Utilities. In the event Tenant requires additional utilities or equipment, all costs incurred in connection therewith, including installation, maintenance and repairs of the same, shall be Tenant's sole obligation, provided that such installation shall be subject to the prior written consent of Landlord and shall be installed in conformity with plans and specifications provided by Tenant and approved by Landlord, said consent not to be unreasonably withheld.

5.3. Tenant Not to Exceed Capacity of Feeders or Wiring. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Premises or the wiring installations therein.

ARTICLE VI: ALTERATIONS AND ADDITIONS

6.1. Construction of Improvements. Tenant shall not make any structural alterations or additions to the Premises without Landlord's prior written consent. Tenant may make non-structural alterations or additions to the Premises, provided Tenant shall first obtain Landlord's prior written consent thereto, which consent shall not be unreasonably withheld. All such allowed or required alterations or additions shall be at Tenant's sole expense, shall be in

accordance with all applicable laws and codes, and shall be in quality at least equal to the present construction.

6.2 Compliance with Laws. Tenant shall procure all necessary permits before undertaking any work on the Premises, including without limitation any structural alterations, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant shall at all times comply with (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) plans and specifications (which shall be prepared by and at the expense of Tenant and approved by Landlord prior to beginning any work). Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of any such work.

6.3 Liens and Encumbrances. Tenant shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record without cost to Landlord within twenty (20) days after Tenant receives notice of filing of same. In connection with the foregoing, Tenant agrees to indemnify, save, defend, and hold harmless Landlord against, of and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. If Tenant shall fail to discharge such liens within such period or fail to furnish security therefor, then Landlord may, but shall not be obligated to, discharge the same, and Tenant agrees to reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith as Additional Rent, with interest. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter who contract with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same. Tenant agrees that it will, on request from Landlord, comply with any and all reasonable requirements of Landlord with respect to the work performed or materials furnished by Tenant or its agents, contractors, and sub-contractors in the Premises.

6.4 Insurance for Tenant's Work. Tenant shall have and maintain in force public liability and property insurance, builder's risk insurance covering Landlord, and workmen's compensation insurance affording applicable statutory coverage and containing statutory limits. All such policies shall comply with the provisions of Article X hereof.

6.5 Ownership of Improvements. All structural alterations and additions made by Tenant shall become the exclusive property of Landlord upon completion. All nonstructural alterations and additions made by Tenant shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such alteration or addition, provided that removal does not damage the Premises or Tenant restores the Premises to the same conditions as prior to such alteration or addition.

ARTICLE VII – USE OF PREMISES

7.1 Permitted Uses. Tenant shall use the Premises solely for the Permitted Uses. Tenant shall keep the Premises in good order, reasonable wear and tear and damage by fire or other casualty only excepted, and shall not commit or permit Tenant's servants, agents or invitees to commit waste to the Premises. Tenant agrees not to erect any signs on the Premises, including the exterior of the Building, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

7.2 Compliance with Laws, Regulations, and Codes; Hazardous Substances. Tenant acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, offensive, or contrary to any federal, state or local law, regulations, codes and ordinances, including, but not limited to, those that relate to health and safety and those of the Board of Fire Insurance Underwriters. Without limiting the generality of the foregoing, Tenant shall not bring or permit to be brought or kept on the Premises or elsewhere on the Premises any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical, or substance, including without limitation any item defined as hazardous pursuant Chapter 21E of the Massachusetts General Laws and federal and other state laws ("Hazardous Substances"). Tenant hereby agrees to indemnify and hold harmless Landlord, and those claiming by, through and under Landlord, from and against any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature in any way suffered, incurred, or paid as a result of any release or threatened release of Hazardous Substances on or from the Premises which is caused or exacerbated by Tenant, its agents, employees, contractors, representatives, or invitees. Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permittees and invitees, for the presence of Hazardous Substances on the Premises or be required to abate or remediate the same. The provisions of this Section shall survive the expiration or earlier termination of the Lease.

7.3 Compliance with Landlord's Rules and Regulations. Tenant and Tenant's employees, agents, invitees and licensees shall observe and comply with all reasonable rules and regulations as established from time to time by Landlord with respect to the manner of conducting business in the Premises and the upkeep and the use of the Premises.

7.4 Assignment and Subleasing. Tenant shall not assign, sublet, underlet, mortgage, pledge or encumber (collectively referred to as "Transfer") this Lease without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Consent by Landlord, whether express or implied, to any Transfer shall not constitute a waiver of Landlord's right to

prohibit any subsequent Transfer; nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon any subsequent Transfer. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

ARTICLE VIII – MAINTENANCE

8.1. Tenant's Responsibility. Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises. Tenant shall keep the Premises, including, without limitation, the electrical fixtures, windows, halls, stairwells, lavatories and all other areas of the Premises, the landscaping (including, without limitation, keeping the grass neat and cut and trimming of trees and bushes), the parking areas of the Premises, all pipes, wiring and lighting, all plumbing and utility lines serving the Premises, the boilers and the heating and ventilating system and the fire protection equipment and systems serving the Premises, in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant shall also, at its sole expense, keep and maintain the Premises and all sidewalks, curbs and drives on or adjoining the same in a clean and orderly condition, free of dirt, rubbish, and unlawful obstructions. Tenant shall be solely responsible for removing snow and ice from the Premises, including all sidewalks, walkways, and parking areas. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall be responsible for removing trash from the Premises and the collection and disposal thereof. Tenant shall not allow rubbish or trash to accumulate on or about the Premises. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with all requirements of the law and applicable fire underwriting and related regulations, and to do all other work necessary to comply with the foregoing covenant.

8.2 Tenant's Failure to Maintain. If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by Landlord (or without notice in any emergency, immediately threatening life or property), Landlord shall have the right (but shall not be obligated) to make such repairs, replacements or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost thereof to Tenant as Additional Rent, with interest.

8.3 Landlord's Responsibility. Notwithstanding the Tenant's maintenance and repair obligations set forth above, the Landlord agrees, at its expense and upon written notice of the need therefor from the Tenant, to make all major structural repairs reasonably determined by the Landlord to be necessary, including the building exterior, the roof, framing, floor slabs, and foundation of the Premises, the heating and ventilation system, and the septic system serving the Premises. Notwithstanding the foregoing, the Tenant shall bear the cost and expense of any repairs to the Premises necessitated due to the acts or omissions of the Tenant or its agents, servants, employees or invitees. The Landlord shall make such repairs within a reasonable time, consistent with the Landlord's budgetary, appropriation and borrowing requirements and with the Landlord's obligation to comply with legal requirements relating to public building projects and public procurement.

ARTICLE IX: INDEMNIFICATION; RELEASE

9.1. Indemnification. Tenant shall, during the term hereof, assume and maintain exclusive control of the Premises and defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature arising from any act, omission or negligence of Tenant, Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant, or arising, directly or indirectly, from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring after Tenant enters the Premises for any reason and until the end of the term of this Lease and, thereafter, so long as Tenant or any occupant claiming under Tenant is in occupancy of any part of the Premises, in or about the Premises, or arising from any accident occurring outside the Premises but within the general area of the Premises, where such accident, injury or damage results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, agents, employees, customers, and invitees, or anyone claiming by, through or under Tenant.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, including attorneys' fees, and the defense thereof with counsel acceptable to Landlord or counsel selected by an insurance company which has accepted liability for any such claim.

9.2. Release. To the maximum extent this Lease may be made effective according to law, Tenant agrees to use and occupy the Premises at Tenant's own risk, and Landlord shall have no responsibility or liability for any loss or damage to fixtures or other personal property of Tenant or any person claiming by, through or under Tenant. Without limitation, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or those claiming by, through or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, its or their property from the breaking, bursting, stopping or leaking of electric cables and wires, and water, gas or steam pipes.

The provisions of this Article shall survive any termination of this Lease.

ARTICLE X: INSURANCE

10.1. Landlord's Insurance. During the Term of this Lease, Landlord agrees to maintain a policy of insurance upon the Premises, with such deductibles as Landlord deems advisable, insuring against fire and the risks covered by extended coverage endorsements, subject to appropriate co-insurance requirements, but specifically excluding any property of Tenant or fixtures installed by Tenant. Tenant agrees to reimburse Landlord, on demand, for the entire cost of any increases in insurance premiums resulting from Tenant's use of the Premises.

10.2. Tenant's Insurance. Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Premises or any part thereof, policies of insurance

for the benefit of such parties, in the amounts, and in the manner and form set forth in this Section; provided, however, that amounts of insurance coverage may from time to time be increased. Tenant shall furnish certificates evidencing each such insurance coverage to Landlord prior to the execution of this Lease (to the extent such insurance is appropriate at such time) and providing that the insurer shall give Landlord written notice at least thirty (30) days in advance of any termination, expiration or any and all changes in coverage. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and Tenant agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by Landlord of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of Tenant to any such kinds and amounts of insurance coverage.

(a) General Liability Insurance: A Comprehensive General Liability policy on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$1,000,000.00. The policy shall name Landlord, and its officers, agents, servants, employees and consultants as additionally insured parties.

(b) Property Insurance: A Commercial Property policy covering the Building and improvements thereon, in an amount equal to at least one hundred percent (100%) of the replacement cost of such property shall be obtained and maintained by Tenant, at its own expense. Landlord, its officers, agents, servants and employees shall be named as additional insurers.

(c) Worker's Compensation Insurance: Tenant and any subtenants, as applicable, shall provide Workers' Compensation Insurance required by law and the Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$100,000.00 each accident; bodily injury by disease each employee of \$100,000.00; and bodily injury by disease policy limit of \$500,000.00, or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

(d) Umbrella/Excess Liability Insurance: An Umbrella/Excess Liability insurance policy on an occurrence basis "following form" of the primary coverage with a limit of liability of \$5,000,000.00. The Umbrella/Excess Liability insurance policy shall include but not be limited to the following coverages for bodily injury, property damage and personal injury: (i) Premises - Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned and hired vehicles. Landlord, its officers, agents, servants and employees shall be named as additional insurers.

(e) Should Tenant choose to make improvements to the building as discussed in Section 7.2, Tenant will be required to provide Landlord with evidence that Tenant has required its contractors to maintain (i) worker's compensation insurance in the amounts required by law (or reasonably comparable insurance if such insurance is no longer available), (ii) builder's risk (or such reasonably comparable insurance) insurance on an "all risk" basis (including collapse) insuring against casualty to such construction for full replacement value of the work performed

and the equipment supplies and materials furnished and stored, (iii) automobile liability insurance in the minimum amounts required by law with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit, (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease, (v) public liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total with a limit of \$1,000,000 an occurrence, and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury and/or property damage arising out of acts and omissions of Tenant or its contractors, employees or agents in the performance of the Permitted Uses or any other activities or failures to act at or with respect to the Premises in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). Tenant shall require that Landlord, and its officers, agents, servants and employees be named as additional insurers on all subtenants, concessionaires, subcontractor's and independent contractor's insurance, excluding Workers' Compensation.

Landlord shall have the right to require Tenant to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require Tenant to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Premises.

Landlord shall have the same rights and remedies for the non-payment by Tenant to Landlord of amounts due on account of insurance premiums as Landlord has under this Lease for the failure of Tenant to pay the Rent.

10.3 Personal Property. Tenant agrees that Landlord shall have no responsibility or liability for any loss or damage or injury to from any cause whatsoever, including theft or otherwise of fixtures, improvements, or other personal property of Tenant. Tenant agrees that it shall continuously keep its fixtures, merchandise (if any), equipment and other personal property from time to time located in, on or about the Premises, and all leasehold improvements to the Premises constructed or installed by Tenant insured by reputable, duly licensed insurance companies against loss or damage by fire with the usual extended coverage endorsements. Within a reasonable time after Tenant enters the Premises, no less often than annually thereafter, and at any other time upon the request of Landlord, Tenant shall furnish to Landlord evidence of such continuous insurance coverage satisfactory to Landlord. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

10.4. General Requirements. Landlord shall be named as an additional insured on all insurance policies. All required insurance shall be written with such companies qualified to do business in Massachusetts, as Tenant shall select and Landlord shall approve, which approval Landlord agrees not to withhold unreasonably. Without limiting Landlord's other rights under any other provisions of this Lease, if Tenant shall fail to keep the Premises insured as provided

herein, and if such failure shall continue to a period of ten (10) days following written notice by Landlord to Tenant thereof, then Landlord, without further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees and other persons for whom Landlord may be responsible for any loss or damage to Tenant's property or improvements in the Premises which are either required to be insured under the terms of this Lease or which Tenant, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Lease by Landlord, its agents, employees, contractors, or other persons for whom Landlord may be responsible.

ARTICLE XI: CASUALTY; EMINENT DOMAIN

(a) For the purposes of this Article XI, "substantial part" shall be defined as that portion of the Premises which if damaged or taken by eminent domain would materially affect the use of the Premises for the Permitted Uses.

(b) If a substantial part of the Premises shall be destroyed or damaged by fire or other casualty, or if a substantial part of the Premises shall be taken by any public or quasi-public agency or authority other than Landlord for any public or quasi-public use under governmental law or by right of eminent domain and the taking would materially interfere with the use of the Premises for the Permitted Uses, then this Lease shall terminate at the election of either Landlord or Tenant. Any such termination shall be effective thirty (30) days after the date of notice thereof.

(c) If any part of the Premises is damaged by fire or other casualty or is taken by a public authority and this Lease is not terminated by Landlord or Tenant as provided above, Landlord shall repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking. Landlord shall make such repairs within a reasonable time, to the extent of its insurance proceeds and consistent with the Landlord's budgetary, appropriation and borrowing requirements and its obligation to comply with legal requirements relating to public building projects and public procurement.

(d) In the event of a taking by eminent domain, Landlord shall have, and hereby reserves and excepts, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage. Tenant covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's usual trade fixtures installed in the Premises by Tenant at Tenant's

expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by Landlord from the taking authority.

ARTICLE XII: TERMINATION; DEFAULT

In the event that:

- (a) Tenant shall default in the payment of Rent or any other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice (or any shorter period, if specified herein); or
- (c) the occurrence of any of the following events: (i) the making by Tenant of any general arrangement or assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this paragraph (c) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions.

then Landlord shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and remove Tenant's effects, without prejudice to any other remedy which may be available to Landlord. To the extent permitted by law, Tenant shall indemnify Landlord against all payments which Landlord may incur by reason of such termination during the residue of the Term. If Tenant shall default after reasonable notice thereof, in the observance or performance of any conditions or covenants on Tenant's part to be performed or observed by virtue of any of the provisions of any article of this Lease, Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Tenant. If Landlord makes any expenditures or incurs any obligations for the payment of money in connection with Tenant's default, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred shall be paid to Landlord by Tenant as Additional Rent.

Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease from and after Tenant's default.

ARTICLE XIII: MISCELLANEOUS

13.1. Changes in Lease. None of the covenants, agreements, provisions, terms and conditions of this Lease shall in any manner be changed, altered, waived or abandoned except by a written instrument signed, sealed and mutually agreed upon by all the parties hereto, and approved as required by law. Such instrument shall not be void for want of consideration.

13.2. Quiet Enjoyment. Landlord hereby warrants and covenants that Tenant shall have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord, or by any other person(s) for whose actions Landlord is legally responsible, or by any person claiming by, through or under Landlord, except as herein provided.

13.3. Landlord's Entry. Landlord or its agents may, at reasonable times and without interfering with Tenant's business operations, enter the Premises from time to time to make repairs or to inspect the Premises. Landlord shall give Tenant a minimum of twenty-four (24) hours notice for such visits, provided however that Landlord may enter the Premises at any hour and without prior notice in the case of an emergency affecting the Premises.

13.4. Yield Up at Termination of Lease. Tenant shall at the expiration or other termination of this Lease remove all Tenant's effects from the Premises. Tenant shall deliver the Premises to Landlord in the condition in which Tenant is required to maintain the same as set forth in this Lease, reasonable wear and tear excepted and fire and other casualty excepted.

13.5. Holding Over. If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the term hereof, without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a tenant at sufferance. After acceptance by Landlord of any payments made under this Lease, the person remaining in possession shall be deemed a tenant from month-to-month, subject to the provisions of this Lease insofar as the same may be made applicable to a tenant from month-to-month, which occupancy or use may at any time be terminated by either party by one (1) month's written notice to the other party.

13.6. Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

13.7. Binding Agreement; Covenants and Agreements; Governing Law; Personal Liability. This Lease shall bind and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. All covenants, agreements, terms and conditions of this Lease shall be construed as covenants running with the land. This Lease contains the entire agreement of the parties and may not be changed or modified except by a written instrument in accordance with the provisions herein. This Lease shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of those laws shall not be deemed waived by any provision of this Lease.

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of a violation. No provision of this Lease shall be deemed to have been waived by either party unless such waiver is in writing and signed by the party to be bound thereby.

No mention in this Lease of any specific right or remedy shall preclude Landlord or Tenant from exercising any other right, or from having any other remedy, or from maintaining any action to which it may otherwise be entitled either in law or in equity.

No official, employee or consultant of the Town of Townsend shall be personally liable to Tenant or any partner thereof, or any successor in interest or person claiming through or under Tenant or any such partner, in the event of any default or breach, or for or on account of any amount which may be or become due, or on any claim, cause or obligation whatsoever under the terms of this Lease or any amendment or extension entered into pursuant hereto.

13.8. Notice. Any notice relating to the Premises or to the occupancy thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed in Section 1.1, or at such other addresses as the parties may from time to time designate by written notice to the other party.

IN WITNESS WHEREOF, this Lease has been executed in duplicate by the parties hereto, under seal.

LANDLORD:

TENANT:

TOWN OF TOWNSEND,
By its Board of Selectmen

By: _____
Name:
Title:

By: _____
Name:
Title:

3.2

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

NOTICE OF APPROVAL OF SPECIAL PERMIT

This is to certify that:

TERRI ROY

V.F.W. Post #6538

491A Main Street

West Townsend, MA

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

In conjunction with a "Country Festival Fundraiser" to be held on November 9, 2013, with sale hours from 6:00P.M. to 10:00P.M.

The license is granted in conformity with the Statutes and ordinances relating thereto, and expires November 9, 2013 unless sooner suspended or revoked.

Date: 10/22/13

THE LOCAL LICENSING AUTHORITIES

SEE ATTACHED CONDITIONS OF LICENSE

ONE-DAY LIQUOR LICENSE CONDITIONS

**RUSSELL MOORE
VFW POST 6538
491A MAIN STREET, WEST TOWNSEND, MA**

1. One license has been issued for use at the Pavilion/Function Hall area and is to be secured so that alcohol is confined to licensed area.
2. Licensee must stock alcoholic beverages in separate storage area within licensed area.
3. Licensee must purchase alcohol stock separately for each license issued and from a wholesaler/importer, manufacturer, etc. Licensee can not purchase from a package store under a Section 14 license.
4. Licensee can not use any alcohol stock from existing licensed premises known as the VFW Post #6538 Club.
5. Attendees can not travel with alcoholic beverages outside the licensed secured area.
6. The Licensee is responsible, whether present or not, for ensuring that no disorder, disturbance, or illegality takes place in or on a licensed premises.
7. The Licensee is responsible, whether present or not, for enforcing the serving capacity of 100 guests for the licensed premises to include the "bar area".



yn

The Commonwealth of Massachusetts
The Alcoholic Beverages Control Commission

238 Causeway Street, Suite 200
Boston, MA 02114

Telephone (617) 727-3040

Fax (617) 727-1258

NOTICE OF APPROVAL OF SPECIAL LICENSE

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

City/Town: Townsend

Date of Local Authority Approval: October 22, 2013

Name of Licensee: Terri Roy

Address of Licensee: 491A Main Street, Townsend, MA

Effective Date or Dates of License: November 9, 2013

Authorized Hours of Sales: 6:00P.M. to 10:00P.M.

Description of the Licensed Premises: VFW Post 6538, 491A Main Street, West Townsend MA in conjunction with a "Country Festival Fundraiser."

License is for sale of:

All Alcoholic Beverages: X

Wines and Malt Beverages Only:

Wines Only:

Malt Beverages Only:

The Licensed Activity or Enterprise is:

For profit:

Non-profit: X

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

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

THE LOCAL LICENSING AUTHORITY

By: _____



TOWN OF TOWNSEND
One-day Special License Application Form
(M.G.L. Chapter 138, Section 1)

Terri Roy
Name of Responsible Person/License Holder

491 A Main Street Townsend VFW Post 6538
Name/Address of Event Premise

11-9-13 4 hrs 6pm-10pm
Date of Event Hours of Event

Country Festival Fundraiser
Type of Event/Sponsors

Number of people expected at event: 75-85

Police Detail Required: YES [] NO (Please consult with Licensing Agent)

Type of Beverages to be served: All Alcoholic Wine & Malt only []

United Liquors
Name of licensed wholesaler

Servers trained in serving and handling alcohol: YES [] NO []

By signing below I certify that I am in receipt of the Town of Townsend Alcohol Beverages Policy Guidelines and agree to the terms and conditions set forth under section V. - One-day Special Licenses.

Terri Roy
Signature of License Holder

10-12-13
Date

Date Application Received: 10-15-13

Date sent to licensing Agent for review: 10-22-13

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

MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator

DATE: October 18, 2013

RE: Casino Update

I have engaged in negotiations with the Leominster casino developer, PPE Casino Resorts MA, LLC. These negotiations were led by Jonathan Silverstein of Kopelman & Paige on behalf of a number of surrounding communities. The purpose of negotiations is to secure a Surrounding Community Agreement with PPE. The agreement will mitigate the impact of the slots parlor casino on Townsend in return for the Town's support of the casino. The casino is expected to open in 2015.

The majority of impacts on Townsend are expected to be related to traffic, primarily from patrons coming south on Route 13. The traffic study estimates approximately 100,000 vehicle trips per year on Route 13 (20 VT/hour). In concert with our neighbors and MRPC we are trying to understand the impacts of the project on local roads. We have asked MRPC to review the traffic study and confirm its assumptions and conclusions.

We are also trying to lay the groundwork to maximize the Town's ability to secure Community Mitigation Funds. The Gaming legislation established a Community Mitigation Fund from which are distributed funds to offset the impacts of casinos on area communities. The Gaming Commission administers the Fund and will determine how funds are distributed. No details are available yet, but we want to position ourselves to take advantage of these funds. Our ability to access Mitigation Funds will be enhanced by getting designated as a Surrounding Community.

The following are highlights of benefits Townsend will receive by entering into a Surrounding Community Agreement with PPE:

- PPE will make an annual Community Impact Fee Payment to the Town in the amount of \$5,000. The amount will increase 1% per year;

- PPE will reimburse the Town for certain documented public safety costs and responses that can be directly tied to the gaming facility;
- PPE will make an annual Surrounding Community Benefit Payment to the Town. This payment will commence when PPE's gross gaming revenues exceed \$200,000,000 per year. The amount of the payment escalates as gross gaming revenues increase. This payment will be shared equally among the designated surrounding communities;
- PPE will cooperate in the Town's efforts to secure mitigation funding, as discussed above;
- PPE will give local preference for construction jobs, estimated at 600 over the 12 month construction period;
- PPE will give local preference on permanent casino jobs, estimated at 500-700 full time permanent jobs;
- PPE will give local preference for vendors associated with construction and operations;
- PPE will assist in promotion of regional marketing and tourism, including local chambers of commerce, shops, restaurants, events, and attractions. PPE will provide the space and we will provide the promotional content;
- PPE will implement a Responsible Gaming Plan;
- PPE will reimburse the Town for costs incurred as a result of negotiating this agreement;

In return for these commitments the Town agrees to support PPE's project and its efforts to secure approval.

It is always challenging to predict the impact of development projects and the challenge is greater in the case of unusual projects such as this. The terms of the Surrounding Community Agreement protect the Town from anticipated impacts and provide mitigation for those impacts. I should also note that the Town has been well served by its counsel, Jonathan Silverstein, in negotiating this agreement.

I believe this Surrounding Community Agreement is in the Town's best interests and I recommend that the Board vote to execute this agreement.

The Commonwealth of Massachusetts

MIDDLESEX SS.

To either of the Constables of the Town of Townsend in the County of Middlesex, Greetings:

3.A

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify the legal voters of the Town of Townsend, qualified to vote at Town Meetings for the transaction of Town affairs, to meet at the Memorial Hall, 272 Main Street, Townsend, MA for the Special Town Meeting on Tuesday, **November 19, 2013, at 7:00 PM**, then and there to act on the following articles:

FINANCIAL MATTERS

ARTICLE 1

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$ _____ for the purpose of paying prior fiscal year bills, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 2

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

SUBMITTED BY: Board of Selectmen

ARTICLE 3

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

SUBMITTED BY: Board of Selectmen

ARTICLE 4

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

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

Or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 5

To see if the Town will vote to amend the FY2014 General Fund Operating Budget as approved by Article 18 of the May 7, 2013 Annual Town Meeting, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 6

To see if the Town will vote to amend the Capital Plan and Budget as approved by Article 24 at the Annual Town Meeting held on May 7, 2013, or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 7

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

SUBMITTED BY: Cemetery Commission

ARTICLE 8

To see if the Town will vote to appropriate **\$11,313,000.00** for the purpose of acquiring land, and designing and building a new central fire headquarters to replace the buildings at 460 Main Street, 8 Elm Street, 13 Elm Street, and 272R Main Street, and as funding therefore to authorize the Treasurer, with the approval of the Board of Selectmen, to borrow said sum and issue bonds and notes therefore, and further to amend the Capital Plan as approved by Article 24 at the Annual Town Meeting held on May 7, 2013, or act in relation thereto.

SUBMITTED BY: Fire Station Building Committee and Fire Chief

BYLAW AND STATUTORY ADOPTIONS

ARTICLE 9

To see if the Town will vote to adopt G. L. c. 138, s. 33B to allow the local licensing authority to authorize holders of on-premises alcohol licenses to sell alcoholic beverages between the hours of 10:00AM and 12:00PM on Sundays, the last Monday in May and on Christmas Day or on the day following when said day occurs on Sunday, or act in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 10

To see if the Town will vote to amend the Town's Zoning Bylaw by adding a new **ARTICLE XVII MEDICAL MARIJUANA, SECTION 145-88 TEMPORARY MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS/REGISTERED MARIJUANA DISPENSARIES**, that

would provide as follows, and further to amend the Table of Contents to add Section 145-88
“Temporary Moratorium on Medical Marijuana Treatment Centers/Registered Marijuana Dispensaries:”

Section 145-88. Temporary Moratorium on Medical Marijuana Treatment Centers/Registered Marijuana Dispensaries

A. Purpose of Moratorium.

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

B. Definition

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

C. Temporary Moratorium

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

Or take any action relative thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 11

To see if the Town will vote to amend the Town's Zoning Bylaw by adding to **Article XVI Renewable/Alternative Energy, Section 145-87. Wind Energy Systems**, that would provide as follows, and further to amend the Table of Contents to add Section 145-87 "Wind Energy Systems:"

§ 145-87. Wind Energy Systems

A. Purpose. The purpose of this bylaw is to minimize the impacts of wind turbines on the character of neighborhoods, property values, scenic, historic, and environmental resources of the Town and to protect health and safety while allowing wind energy.

(1) Applicability

This section applies to all utility-scale, on-site wind facilities, and small wind energy systems, proposed to be constructed after the effective date of this section. This section also includes building integrated wind systems, and physical modifications to existing wind facilities that materially alter the type, configuration, location or size of such facilities or other equipment.

B. Definitions.

Utility-Scale Wind Facility: A commercial wind facility, where the primary use of the facility is electrical generation to be sold to the wholesale electricity markets.

On-Site Wind Facility: A wind project, which is located at a commercial, industrial, agricultural, institutional, or public facility that will generate electricity on-site.

Small Wind Energy System (SWES): All equipment, machinery and structures utilized in connection with the conversion of kinetic energy of wind into electrical power. This includes, but is not limited to, storage, electrical collection and supply equipment, transformers, service and access roads, and one or more wind turbines, which will have a height not to exceed 80 feet.

Large Wind Energy System (LWES): All equipment, machinery and structures utilized in connection with the conversion of kinetic energy of wind into electrical power. This includes, but is not limited to, storage, electrical collection and supply equipment, transformers, service and access roads, and one or more wind turbines, which will have a height greater than 80 feet.

Height: The height of a wind turbine measured from natural grade to the tip of the rotor blade at its highest point, or blade-tip height. This measure is also commonly referred to as the maximum tip height (MTH).

Historical District: Areas identified within the Town to have historical significance. The Town has three (3) designated Historic Districts including Historic District I – Townsend Center, Historic District II – Townsend Harbor, and Historic District III – West Townsend. A complete listing can be obtained at the Land Use Department.

Rated Nameplate Capacity: The maximum rated output of electric power production equipment. This output is typically specified by the manufacturer with a nameplate on the equipment.

Special Permit Granting Authority (SPGA): The Special Permit Granting Authority shall be the Planning Board for the issuance of special permits to construct and operate wind facilities.

Substantial Evidence: Such evidence as a reasonable mind might accept as adequate to support a conclusion.

Wind Energy Facility: All of the equipment, machinery and structures together utilized to convert wind to electricity. This includes, but is not limited to, developer-owned electrical equipment, storage, collection and supply equipment, service and access roads, and one or more wind turbines.

Wind Monitoring or Meteorological Tower: A temporary tower equipped with devices to measure wind speeds and direction, used to determine how much wind power a site can be expected to generate.

Wind turbine: A device that converts kinetic wind energy into rotational energy that drives an electrical generator. A wind turbine typically consists of a tower, nacelle body, and a rotor with two or more blades.

Building Inspector: The Inspector of Buildings, Building Commissioner, or local inspector, or, if there are none in a town, the Board of Selectmen, or person or board designated by local ordinance or bylaw charged with the enforcement of the zoning ordinance.

Building Permit: A Building Permit is a required approval of a project by a licensed Building Inspector which is consistent with the local, state and federal building codes. In addition, the permit must meet the criteria set forth under the local zoning bylaws regarding small wind energy systems.

Agriculture: "Farming" or "agriculture" shall include farming in all of its branches and the cultivation and tillage of the soil, dairying, the production, cultivation, growing and harvesting of any agricultural, aqua cultural, floricultural or horticultural commodities, the growing and harvesting of forest products upon forest land, the raising of livestock including horses, the keeping of horses as a commercial enterprise, the keeping and raising of poultry, swine, cattle and other domesticated animals used for food purposes, bees, fur-bearing animals, and any forestry or lumbering operations, performed by a farmer, who is hereby defined as one engaged in agriculture or farming as herein defined, or on a farm as an incident to or in conjunction with such farming operations, including preparations for market, delivery to storage or to market or to carriers for transportation to market.

C. General Requirements for all Wind Energy Facilities

(1) Exemptions

Wind turbines constructed, reconstructed, or renovated for the primary purpose of commercial agriculture shall be considered a structure pursuant to MGL, c. 40A, §3 and, therefore, shall be exempt from this by-law.

(2) Compliance with Laws, Ordinances and Regulations

The construction and operation of all such proposed wind energy facilities shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, environmental, electrical, communications and aviation requirements.

(3) Fees.

(a) The Planning Board will normally require fees to cover the costs of outside consultants, to be deposited in advance with the Town, in accordance with the provisions of MGL c. 44, § 53G. Such fees will be deposited in a separate account, and any amounts remaining in said account after the completion of the associated project will be refunded to the applicant or successor, in accordance with these rules and said state law. When the expense of such consultants exceeds the currently available funds in the 53G account, the applicant is required to provide such additional and appropriate funds within 14 days of notification by the Board of the required amount. Additional fee requirements as outlined in §175-26 of the Planning Board Rules and Regulations may apply.

(b) The application for a Building Permit for a small wind energy system must be accompanied by the fee required for a Building Permit for a Permitted Accessory Use.

(4) Proof of Liability Insurance

The applicant shall be required to provide evidence of liability insurance in an amount, and for a duration, sufficient to cover loss or damage to persons and property occasioned by the failure of the facility. Insurance in a reasonable amount determined and approved by the owner's insurance company shall be in force prior to construction. Annual proof of said insurance shall be filed with the Town Clerk.

(5) Site Control

At the time of application for a Special or Building Permit, the applicant shall submit documentation of actual or prospective control of the project site sufficient to allow for installation and use of the proposed facility. Documentation shall also include proof of control over setback areas and access roads, if required. Control shall mean the legal authority to prevent the use or construction of any structure for human habitation, or inconsistent or interfering use, within the setback areas.

(6) Utility Notification

No site plan for the installation of a wind energy facility shall be approved until evidence has been given that the electric utility company that operates the electrical grid where the facility is to be located has been informed of the customer's intent to install an interconnected customer-owned generator, and copies of site plans showing the proposed location have been submitted to the utility for review. No installation of a wind energy facility should commence and no interconnection shall take place until an Interconnection Agreement pursuant to applicable tariff and consistent with the requirements for other generation has been executed with the utility. Off-grid systems shall be exempt from this requirement, unless they are proposed to be located within setback distance from the sideline of an existing utility Right of Way (ROW).

D. Small Wind Energy System Requirements

(1) Building Inspector Issued Permit

No Small Wind Energy System (SWES) shall be erected, constructed, installed or modified as provided in this section without first obtaining a Building Permit from a licensed Building Inspector. All such wind energy systems shall be constructed and operated in a manner that, where economically feasible, will minimize adverse visual, safety and environmental impacts. The construction of a small wind facility shall be permitted in any zoning district, except a

designated Historic District, subject to the issuance of a Permit and provided that the use complies with all requirements set forth in sections F, G and H set forth herein.

(2) Application Process & Requirements

The Building Permit application shall be accompanied by deliverables including the following:

(a) A plot plan showing:

- i.** Property lines and physical dimensions of the subject property within 500 feet of the wind turbine from the proposed tower location;
- ii.** Location, dimensions, and types of existing major structures on the property;
- iii.** Location of the proposed wind system tower, foundations, guy anchors and associated equipment;
- iv.** The right-of-way of any public road that is contiguous with the property;
- v.** Location of all existing above ground or overhead gas or electric infrastructure, including Critical Electric Infrastructure, and utility rights of way (ROW) and easements, whether fully cleared of vegetation or only partially cleared, within 500 feet of the site parcel;
- vi.** Location and approximate height of tree cover;
- vii.** Wetland resource areas within 100 feet of the proposed area;
- viii.** Rivers, streams or brooks within 200 feet of the proposed area.

(b) Wind system specifications, including manufacturer and model, rotor diameter, tower height, tower type (freestanding or guyed).

(c) One or three line electrical diagram detailing wind turbine, associated components, and electrical interconnection methods, with all NEC compliant disconnects and overcurrent devices.

(d) Name, address, phone number and signature of the applicant, as well as all co-applicants or property owners, if any.

(e) The name, contact information and signature of any agents representing the applicant.

(f) A plan for maintenance of the small wind energy facility.

E. Large Wind Energy System (LWES) Requirements

(1) Special Permit

No large wind turbine or tower may be erected, constructed, installed or modified without first obtaining a Special Permit from the Special Permit Granting Authority (SPGA). The SPGA under this bylaw shall be the Planning Board. A LWES may be permitted in any zoning district, excluding Historic Districts, provided that the use is maintained and complies with all requirements set forth herein and any conditions ascribed to any specific project. No Special Permit shall be granted unless the SPGA determines that all such wind energy systems shall be constructed and operated in a manner that minimizes adverse visual, safety, and environmental impacts.

(2) General

All plans and maps shall be prepared, stamped and signed by a professional engineer licensed to practice in Massachusetts.

(3) Waivers

(a) The Planning Board may waive strict adherence to sections of this bylaw if it finds that the safety and well-being of the public will not be adversely affected by such a waiver. For each waiver granted, the Planning Board will make a written record indicating that the proposed tower meets the purpose of this bylaw.

(b) All requests for waivers shall be made in writing on a separate sheet (or sheets) of paper and be attached to the Site Plan Review Special Permit Application and be presented at the time of the initial application.

(c) Requests for waivers shall indicate the section number and the reason the applicant needs the waiver along with any documentation to support the request.

(d) The Planning Board will grant requests for waivers only upon a four-fifths majority vote. Each request shall be voted on separately. The applicant shall have the right to withdraw the request at any time prior to the actual vote. Once a request for a waiver is withdrawn it may not be presented again for a period of one year.

(e) Requests for more than three waivers, including, in the case of an amendment or renewal, any waivers previously granted for the existing or any predecessor permits, will indicate to the Planning Board the following:

- i.** The site is inadequate for the proposed use, or
- ii.** The site plan is incomplete.

(4) Application Requirements. A Site Plan Review Special Permit Application and plans shall be filed under the provision set forth in Zoning Bylaw Section 145-65 C. Plans shall have the following minimum requirements:

- (a)** Site boundaries and access road;
- (b)** Tower location, including guy wires, if any, tower height and blade length;
- (c)** Setbacks from property boundaries;
- (d)** Buildings within 500 feet of the proposed tower;

- (e) Abutters;
- (f) View lines from the middle of each abutter's property line, including a view from each street shown, beginning at true North and continuing clockwise;
- (g) Topography;
- (h) Fencing and landscaping;
- (i) Areas to be cleared of vegetation and trees;
- (j) Historic sites;
- (k) Wetland resource areas within 100 feet of the proposed area;
- (l) Rivers, streams or brooks within 200 feet of the proposed area;
- (m) Habitats for endangered species;
- (n) A locus map showing lot dimensions and all abutting street locations;
- (o) Name, address, phone number and signature of the applicant, as well as all co-applicants or property owners, if any;
- (p) The name, contact information and signature of any agents representing the applicant; and
- (q) A maintenance plan for the wind energy facility.
- (r) Reports shall:
 - i. Describe the wind turbine, tower and the technical, economic and practical reasons for the tower design, and the need for the tower at the proposed location.
 - ii. The applicant shall demonstrate to the satisfaction of the Planning Board that the location of the wind turbine and tower is adequate and that the size and height is the minimum necessary for the purpose.
 - iii. Other feasible sites, including existing sites, if any
 - iv. Demonstrate that the wind turbine and tower complies with these regulations and all applicable standards of the federal and state governments.
 - v. Provide the specifications of the wind turbine and tower.

(5) Notification

Permits for Large Wind Energy Systems (LWES) shall be granted in accordance with the procedure for notice hearings, decisions and appeals set forth in Townsend Zoning Bylaw § 145-

65 and MGL c. 40A, §§ 9 and 11. All additional abutters within one half mile are also to be notified of the hearings.

(6) Decision

See §145-65 for specific information.

(7) Lapse

Permits granted hereunder shall lapse within one year if substantial progress has not been made unless satisfactory reasons have been proven to the SPGA.

(8) Modifications

A substantial modification to approved plans will apply if:

- (a) The applicant requests the terms of the Special Permit be altered, or,
- (b) The applicant requests adding equipment, alters the height or location and /or exterior appearance of the original design, or
- (c) SPGA initiates modification if good cause is shown.

Modifications shall be granted in accordance with the procedure for notice hearings, decisions and appeals set forth in Townsend Zoning Bylaw § 145-65, and MGL c. 40A, §§ 9 and 11.

(9) Renewals

Existing Special Permits under this bylaw shall not require re-submission unless there has been a substantive change in the information or conditions reviewed for the existing Special Permits, and provided further that a complete application for renewal of the permit is submitted prior to the expiration of the existing permit.

(10) Term of Special Permit

A Special Permit issued for a wind facility shall be valid 20 years, unless extended or renewed. The time period may be extended or the permit renewed by the SPGA upon satisfactory operation of the facility. Request for renewal must be submitted at least 180 days prior to expiration of the Special Permit. Submitting a renewal request shall allow for continued operation of the facility until the SPGA acts. At the end of that period (including extensions and renewals), the wind facility shall be removed as required by this section.

F. Design Standards

(1) Appearance, Color and Finish

Color and appearance shall comply with Federal Aviation Administration (FAA) safety requirements. Colors and surface treatment of the installation shall minimize visual disruption, for example, by painting non-reflective muted colors darker against land, lighter colors against sky, without graphics or other decoration. However, visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of 10 feet from the ground.

(2) Lighting

Wind turbines shall be lighted only if required by the FAA. Lighting of other parts of the wind energy facility, such as appurtenant structures, shall be limited to that required for safety and

operational purposes, and shall be reasonably shielded from abutting properties. Except as required by the FAA, lighting of the wind energy facility shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

(3) Signage

Signs on wind energy facilities shall comply with the Town's sign by-law. The following signs shall be required:

- (a) Those necessary to identify the owner, provide a 24-hour emergency contact phone number, and warn of any danger;
- (b) Educational signs providing information about the facility and the benefits of renewable energy.

Wind turbines shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the wind energy facility.

(4) Utility Connections

Reasonable efforts, as determined by the SPGA, shall be made to place all developer-owned utility connections from the wind energy facility underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Utility owned electrical equipment required for utility interconnections may be above ground, if required by the utility provider.

(5) Appurtenant Structures

All appurtenant structures to wind energy facilities shall be subject to applicable regulations concerning the bulk and height of structures, lot area, setbacks, open space, parking and building coverage requirements. All such appurtenant structures, including but not limited to, equipment shelters, storage facilities, transformers, and substations, shall be architecturally compatible with each other and contained within the turbine tower whenever technically and economically feasible. Whenever reasonable, structures shall be shaded from view by vegetation and/or located in an underground vault and joined or clustered to avoid adverse visual impacts.

(6) Height

- (a) For a Large Wind Energy System (LWES) the maximum height shall be determined by the Planning Board and/or according to manufacturer recommendation, not to exceed FAA Regulations.

G. Safety and Environmental Standards

(1) Emergency Services

The applicant shall provide a copy of the project summary, electrical schematic, and site plan to the police and fire departments, and/or the local emergency services entity designated by the local government, as well as the local electrical utility company. Upon request the applicant shall cooperate with local emergency services in developing an emergency response plan. All means of disconnecting the wind energy facility shall be clearly marked. The applicant or facility owner shall identify a responsible person for public inquiries or complaints throughout the life of the project.

(2) Unauthorized Access

Wind energy facilities shall be designed to prevent unauthorized access. For instance, the towers of wind turbines shall be designed and installed so that step bolts or other climbing features are not readily accessible to the public and are not installed below the level of 8 feet above the ground. Electrical equipment shall be locked where possible.

(3) Setbacks

(a) A SWES and LWES may not be sited within:

1. A distance equal to one and one-half (1.5) times the maximum tip height (MTH) of the wind turbine from buildings, critical infrastructure—including Critical Electric Infrastructure and above-ground natural gas distribution infrastructure—or private or public ways that are not part of the wind energy facility;
2. A distance equal to three (3.0) times the maximum tip height (MTH) of the turbine from the nearest existing residential or commercial structure; or
3. A distance equal to one and one-half (1.5) times the maximum tip height (MTH) of the turbine from the nearest property line, and private or public way.

(b) The Permit Granting Authority may increase setbacks to satisfy the intent of the bylaw herein, and require appropriate setbacks to help mitigate potential impacts.

(4) Shadow/Flicker

Wind energy facilities shall be sited in a manner that minimizes shadowing or flicker impacts. The applicant has the burden of proving that this effect will not have adverse impact on neighboring or adjacent uses.

(5) Sound

The wind facility and associated equipment shall conform with the provisions of the Department of Environmental Protection's Division of Air Quality Noise Regulations (310 CMR 7.10), unless the Department and the Permit Granting Authority agree that those provisions shall not be applicable. A source of sound will be considered to be violating these regulations if the source:

- (a) Increases the broadband sound level by more than 10 dB(A) above ambient, or
- (b) Produces a pure tone condition when an octave band center frequency sound pressure level exceeds the two adjacent center frequency sound pressure levels by 3 decibels or more.

These criteria are measured both at the property line and at the nearest inhabited structure. Ambient is defined as the background A-weighted sound level that is exceeded 90% of the time measured during operating hours. The ambient may also be established by other means with consent from DEP. An analysis prepared by a qualified engineer shall be presented to demonstrate compliance with these noise standards, if required by the Permit Granting Authority.

The Permit Granting Authority, in consultation with the DEP, shall determine whether such violations shall be measured at the property line or at the nearest inhabited residence.

(6) Land Clearing, Soil Erosion and Habitat Impacts

Clearing of natural vegetation shall be limited to that which is necessary for the construction, operation and maintenance of the wind energy facility or otherwise prescribed by applicable laws, regulations, and bylaws, and subject to existing easements, restrictions and conditions of record.

H. Monitoring and Maintenance

(1) Wind Energy Facility Conditions

(a) The applicant shall maintain the wind energy facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, emergency braking (stopping) and integrity of security measures. Site access shall be maintained to a level acceptable to the local Fire Chief and Emergency Medical Services. The project owner shall be responsible to maintain any access road(s), unless accepted as a public way, and the cost of maintaining the wind energy facility to the level and standard of this bylaw as well as remain in compliance with all applicable conditions.

(b) If a LWES or SWES is designated a safety hazard by the Zoning Enforcement Officer, the owner shall correct the hazard or remove the WES within ninety (90) days.

I. Abandonment or Decommissioning

(1) Removal Requirements

Any wind energy facility which has reached the end of its useful life or has been abandoned shall be removed. The owner/operator shall physically remove the facility no more than 150 days after the date of discontinued operations. The applicant shall notify the SPGA by certified mail of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:

(a) Physical removal of all wind turbines, structures, equipment, security barriers and transmission lines from the site;

(b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

(c) Stabilization or re-vegetation of the site as necessary to minimize erosion. The SPGA may allow the owner to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.

(2) Abandonment

Absent notice of a proposed date of decommissioning or written note of extenuating circumstances, the wind energy facility shall be considered abandoned when the facility fails to operate for more than two years without the written consent of the SPGA. If the applicant fails to remove the facility in accordance with the requirements of this section within 150 days of abandonment or the proposed date of decommissioning, the town may enter the property and physically remove the facility at the owner's expense.

(3) Financial Surety

(a) Surety for Removal

Applicants for utility-scale large wind energy facilities shall provide a form of surety, either through escrow account, bond or otherwise, to cover the cost of removal or failure to maintain, in the event the town must maintain or remove the facility and remediate the landscape, in an amount and form determined to be reasonable by the SPGA, but in no event to exceed more than 125 percent of the cost of removal and compliance with the additional requirements set forth herein, or as determined by a peer review engineer. Such surety will not be required for municipally or state-owned facilities. The applicant shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation.

(b) Surety for Maintenance

An initial bond shall be posted for a LWES unless they are used solely for commercial agricultural use pursuant to MGL, c. 40A, §3. Such bond shall cover maintenance and construction costs. An annual maintenance bond shall be posted for the access road (if applicable), site (if applicable) and tower(s) in an amount to be approved by the SPGA.

(c) Failure to post an approved bond and/or provide proof of insurance shall be grounds to revoke the special permit.

Invalidation. If any portion of this bylaw is declared to be invalid, the remainder shall continue to be in full force and effect.

Or act in relation thereto.

SUBMITTED BY: Planning Board

ARTICLE 12

To see if the Town will vote to adopt a General by-law to make Town Counsel accessible to Department heads after following these steps: 1. Check with the Town Administrator (or designee) to see if an opinion is on file addressing the issue (using our current legal opinion request form), 2. If not on file, department heads call and speak to Town Counsel, 3. receive an oral or written response, 4. Make it available (if oral, requestor required to write a summary) for filing in the Town Administrator's (or designee's) office for future reference or take any other action thereto.

SUBMITTED BY: Town Clerk

ARTICLE 13

To see if the Town will vote to adopt G.L. c.60 §23B to authorize the Tax Collector and Town Treasurer to assess

- for land of less than one acre upon which there is no permanent structure, a fee of twenty-five dollars (\$25.00);
- for land upon which is situated no more than a single family residence and outbuildings, a fee of twenty-five dollars (\$25.00);
- for land upon which is situated no more than a two family residence and outbuildings, a fee of twenty-five dollars (\$25.00);
- for land upon which is situated no more than a three family residence with outbuildings, a fee of twenty-five dollars (\$25.00);

- for land upon which is situated a residence for four or more families, a fee of one hundred dollars (\$100.00);
- for land upon which is situated a commercial, industrial or public utility structure, a fee of one hundred and fifty dollars (\$150.00);
- for farms, forest land and all other real property, a fee of fifty dollars (\$50.00).

In no case can the fee exceed one half of one per cent of the assessed value of the real estate.

Or act in relation thereto.

SUBMITTED BY: Board of Selectmen and Treasurer/Tax Collector

ARTICLE 14

To see if the Town will vote to amend §102-4 of the Townsend Code to allow enforcement of violations of the Mandatory Recycling and Trash Collection Program through noncriminal dispositions by deleting text and inserting new text as shown underlined below:

~~C. For a period of 60 days following the effective date of the by law, violations will be met with a written notice of noncompliance and trash will be left for the person to recycle appropriately. After this sixty day period, Violations will result in enforcement through noncriminal disposition pursuant to §1-1 of the Townsend Code and may also result in the loss of curbside pickup.~~

or take any other action relative thereto.

SUBMITTED BY: Board of Health

ARTICLE 15

To see if the Town will vote to amend §1-1 of the Townsend Code to insert the following:

- K. Mandatory Recycling Program
- (1) Enforcing Officer: Municipal Recycling Enforcement Coordinator
 - (2) Fine Schedule:
 - (a) First Offense: Warning
 - (b) Second Offense: Warning
 - (c) Third and Subsequent Offenses: \$100 per bag

or take any other action relative thereto.

SUBMITTED BY: Board of Health

DISPOSITION OF TOWN-OWNED LAND

ARTICLE 16

To see if the Town will vote to authorize the Board of Selectmen to convey to the Commonwealth of Massachusetts, Division of Fisheries & Wildlife, a certain parcel of land acquired through tax title known as the Clement Property, located off South Row Road and Emery Road, identified by the Assessors as Map 25, Block 3, Lot 0, said land to be used for open space for the benefit of the public in perpetuity pursuant to Article 97, and further to authorize the harvesting of timber prior to the

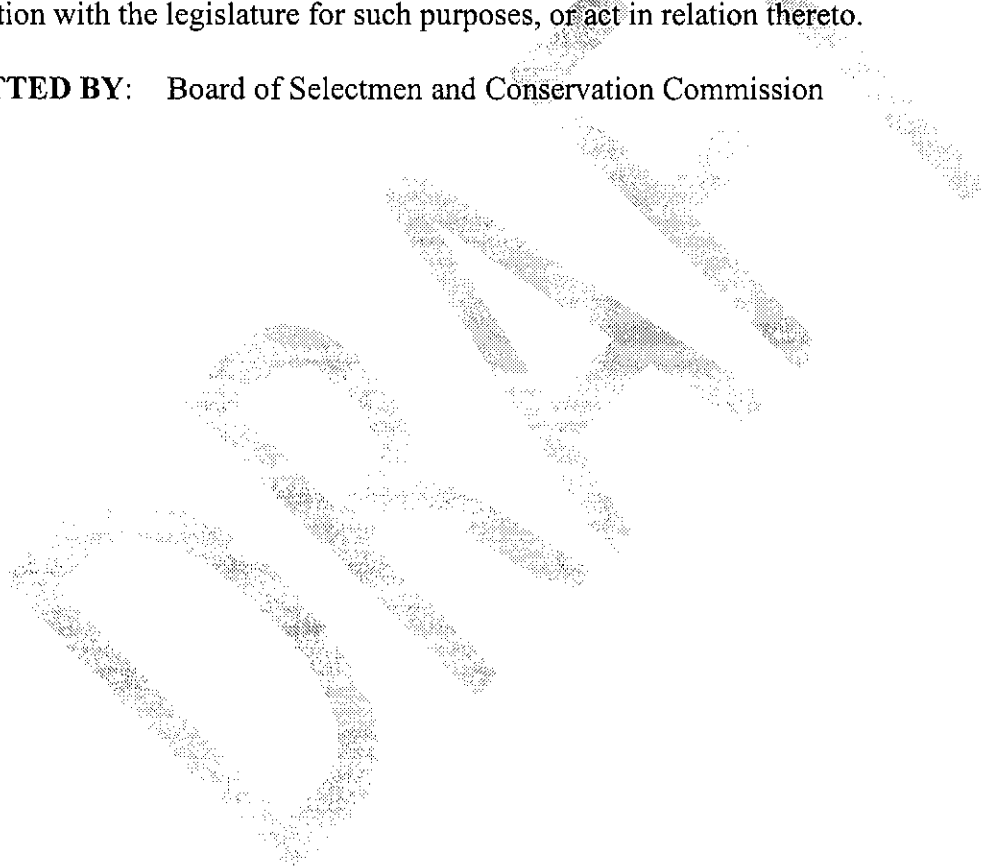
conveyance, and to transfer the proceeds from said logging to the Conservation Land Fund, or act in relation thereto.

SUBMITTED BY: Board of Selectmen and Conservation Commission

ARTICLE 17

To see if the Town will vote to authorize the Board of Selectmen to convey to the Commonwealth of Massachusetts, Division of Fisheries & Wildlife, two certain parcels of land on Haynes Road in Townsend, Middlesex County, Massachusetts, and shown as Open Space Area "A" and Open Space Area "B", respectively on a plan of land entitled "Locke Estates, Townsend, Mass., Prepared for Gerald and Joan Croteau", dated May 25, 1999, amended March 21, 2000, prepared by Ducharme & Wheeler, Inc., Bolton, MA, identified by the Assessors as Map 44, Block 4, Lots 0 and 11, said land to be used for open space for the benefit of the public in perpetuity pursuant to Article 97, and to transfer the proceeds from the sale to the Conservation Land Fund, and to authorize the Board of Selectmen to file a Home Rule petition with the legislature for such purposes, or act in relation thereto.

SUBMITTED BY: Board of Selectmen and Conservation Commission



And you are directed to serve this Warrant, by posting up attested copies thereof at MEMORIAL HALL, 272 MAIN STREET at the Center, WEST TOWNSEND FIRE STATION, 460 MAIN STREET in West Townsend, POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD, NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, and HARBOR CHURCH, 80 MAIN STREET in said Town, at least FOURTEEN (14) days before the time of holding said meeting.

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

Given under our hands this _____ day of _____ in the year TWO THOUSAND THIRTEEN.

SELECTMEN OF TOWNSEND

Sue Lisio, Chairman

Robert Plamondon, Vice Chairman

Colin McNabb, Clerk

A true copy. ATTEST:

CONSTABLE

MIDDLESEX, SS.

PURSUANT TO THE WITHIN WARRANT, I have notified and warned the inhabitants of the Town of TOWNSEND by posting up attested copies of the same at: MEMORIAL HALL, 272 MAIN STREET AT THE CENTER, WEST TOWNSEND FIRE STATION, 460 MAIN STREET IN WEST TOWNSEND, POLICE/COMMUNICATIONS CENTER, 70 BROOKLINE ROAD, NORTH MIDDLESEX REGIONAL HIGH SCHOOL, 19 MAIN STREET, and HARBOR CHURCH, 80 MAIN STREET, AT LEAST FOURTEEN (14) DAYS BEFORE THE DATE OF THE MEETING, AS WITHIN DIRECTED.

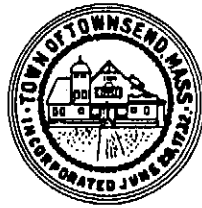
Constable of TOWNSEND

SIGNATURE

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

VOLUNTEER RESPONSE FORM

4.1



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

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

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

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

Name: Cheryl Tisonneau Telephone No. () 978-597-6589
Work No. () 978-597-1702
Address: 3 Apple Drive, Townsend, MA 01469
Occupation: Payroll Clerk for Town of Townsend
Amount of time available (per week/per month): 3 hours - as needed
Background/Experience _____

LIST ORDER OF PREFERENCE

Land Use and Preservation	Personnel	Other
Conservation Commission	Personnel Board	Cable Television Advisory Committee
*Planning Board		Election Officials
Town Forest Committee	Culture/Recreation	Townsend Emergency Mang. Agency
Zoning Board of Appeals	American Flag Committee	Memorial Hall Restoration Committee
Historic District Commission	Fourth of July Committee	*Water Commission
Master Plan Committee	*Cemetery & Parks Commission	West Townsend Reading Room
Fence Viewer	*Recreation Commission	*Republican Town Committee
Development & Industrial Commission	*Library Trustees	Board of Registrars
	*Tree Warden	
General Government	*Amanda E. Dwight Entertain.	Human Services
*Board of Selectmen	Cultural Council	*Board of Health
Finance Committee	Town Flag Committee	Council On Aging
*Moderator	James H. Tucker Fund Committee	*Trustees of Soldiers' Memorials
*Assessors		Abram S. French Fund Committee
Town Properties Committee	School Committee Rep	
Constables	Nashoba Valley Tech High School	Housing
Capital Planning Committee	North Middlesex Regional High School	*Housing Authority
Special Charter Commission		Elderly Residence Advisory
Computer Committee	Other	
	<u>Abram French</u>	

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