



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
FEBRUARY 11, 2014, 7:00 P.M.
SELECTMEN'S MEETING CHAMBERS

I PRELIMINARIES

- 1.1 Call the meeting to order and roll call
- 1.2 Announce that the meeting is being tape recorded
- 1.3 Chairman's Additions or Deletions:
- 1.4 Review and approve Meeting Minutes: January 14, 2014. Votes may be taken.

II APPOINTMENTS AND HEARINGS

- 2.1 Sue Funaiole, Town Clerk, to provide reminders on the annual census and dog licenses.
- 2.2 Don Klein, Fire-EMS Chief, for the following:
 - 2.2.1 Review and accept FY2014 Student Awareness of Fire Education (SAFE) and Senior SAFE grant from the Executive Office of Public Safety & Security to the Fire-EMS Department in the amount of \$6,904.00. Votes may be taken.
 - 2.2.2 Vote to declare surplus miscellaneous Fire-EMS Department equipment. Votes may be taken.
 - 2.2.3 Vote to approve write offs of ambulance receipts for calendar year 2011. Votes may be taken.

III MEETING BUSINESS

- 3.1 Review draft Fraud Policy for inclusion in the updated Personnel Policies Manual. Votes may be taken.
- 3.2 Review and approve curbside solid waste contract extension. Votes may be taken.
- 3.3 Review notice of intent to sell land classified under G. L. c. 61B (recreational land) and vote to exercise the right of refusal, assign the right of refusal, or not exercise the right of refusal. Votes may be taken.
- 3.4 Vote to dissolve the Townsend Meeting Hall Committee consistent with the vote of the Meeting Hall Committee. Votes may be taken.
- 3.5 Vote to sign the March 11, 2014 Special Town Meeting warrant. Votes may be taken.
- 3.6 Review and approve one day special license for Terri Roy, VFW post 6538 for a Birthday Party on March 1, 2014 from 7-11PM. Votes may be taken.
- 3.7 Review and approve one day special license for Terri Roy, VFW post 6538 for a Fundraiser on March 8, 2014 from 6-10PM. Votes may be taken.
- 3.8 Update on the status of the Squannacook River Rail Trail. Votes may be taken.
- 3.9 Update on net metering credit negotiations with Lunenburg. Votes may be taken.
- 3.10 Update on addressing items in the FY12 audit and update on FY13 audit. Votes may be taken.
- 3.11 Discussion of draft Town Administrator goals for 2014. Votes may be taken.

- 3.12 Review request from Northeastern Land Services, land agent to Tennessee Gas Pipeline Co., for Survey Permission to enter Town-owned land to conduct surveying associated with the proposed Northeast Expansion Pipeline. Votes may be taken.
- 3.13 Review and approve policy for administration of worthy funds. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

None

V WORK SESSION

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



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1.4

Sue Lisio, Chairman

Robert Plamondon, Vice-Chairman

Colin McNabb, Clerk

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Office (978) 597-1700
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SELECTMEN'S MEETING MINUTES
JANUARY 14, 2014, 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 announced that the meeting is being tape recorded.
- 1.3 Chairman's Additions or Deletions: Add 3.4 - Vote to accept gifts; 3.5 - Vote to proclaim January as Senior Appreciation Month; and 3.6 - Vote to increase the spending authorization from the Recreation Commission Revolving Account by \$15,000 above the \$52,000 authorized by Town Meeting.
- 1.4 Review and approve Meeting Minutes: January 7, 2014. CM moved to approve. SL seconded. Unanimous.

III MEETING BUSINESS

- 3.4 Vote to accept gifts from the following:
 - Donation of a Lexmark X264dn printer from John Cafarella to the MIS Department;
 - Donation of a Samsung SCX-4100 Printer from Melissa Hermann to the Veterans Agent.CM moved to accept the gifts as listed and to express the Board's appreciation to the donors. SL seconded. Unanimous.
- 3.5 Vote to proclaim January as Senior Appreciation Month: CM moved to proclaim. SL seconded. Unanimous.

II APPOINTMENTS AND HEARINGS

- 2.1 7:05 Joint meeting with Planning Board to appoint a member to fill a vacancy until the next annual election: There being a quorum of both Boards, the joint meeting was called to order. SL called for nominations. Jeff Peduzzi nominated Perry J. Tomasetti of 5 Gemini Lane, Townsend. Roll call: CM aye, SL aye, Christopher Jones aye, Jeff Peduzzi aye, Chris Nocella aye, Karen Coughlin aye. SL declared Perry J. Tomasetti as interim member until the next election. Joint meeting closed at 7:07PM.

III MEETING BUSINESS (continued)

- 3.6 Vote to increase the spending authorization from the Recreation Commission Revolving Account by \$15,000 above the \$52,000 authorized by Town Meeting: Mr. Sheehan explained that the revolving account for the Recreation Department is the largest revolving account we have. Fees are deposited into the account and support recreation programs. The spending limit set by Town Meeting is historically \$52,000. This year they are trending above that. This request can be approved with votes by the BOS and Finance Committee. He recommended that the operation be reviewed to determine

that the amount authorized is sufficient and whether they are living within their means. The summer recreation program gives them the majority of their receipts for the year. CM moved to increase the authorization by \$15,000. SL seconded. Unanimous.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Appoint Interim Tax Collector to serve until a permanent Collector is named: Mr. Sheehan recommended Beth Ann Scheid, currently the Tax Collector in Ashby, to fill the position vacated by Kathy Rossbach. SL asked if she was aware that this is a temporary position. Mr. Sheehan assured the Board that she is. CM feels she is more than qualified and moved to appoint Beth Ann Scheid as Interim Tax Collector at a rate of \$25.73 per hour for up to 19 hours per week and to serve until a permanent Collector is named. SL seconded. Unanimous.

II APPOINTMENTS AND HEARINGS (continued)

- 2.2 7:15 Joint meeting with Housing Authority to appoint a member to fill a vacancy until the next annual election: There being a quorum of both Boards, the joint meeting was called to order. SL called for nominations. Laura Shifrin nominated Heather Araujo of 24 Canal Street, West Townsend. Roll call: CM aye, SL aye, Laura Shifrin aye, Kevin Smith aye. SL declared Heather Araujo as interim member until the next election. Ms. Shifrin pointed out that they still need a member and an alternate. Discussion took place on who appoints those members and what benefits are available through the Montachusett Regional Planning Commission. SL suggested a meeting with the Housing Authority and Planning Board. SL moved to adjourn the joint meeting. Ms. Shifrin seconded. Unanimous. Meeting adjourned at 7:24PM.
- 2.3 7:20 Rename bridges on Wheeler Road and Turnpike Road:
- Wheeler Road Bridge: to be renamed Amadon Family Memorial Bridge
 - Turnpike Road Bridge: to be renamed Rossbach Bridge
- Mr. Sheehan gave a brief history of how this came about. The townspeople have always used these names to refer to these bridges so this formalizes the tradition. CM cannot think of two families more deserving. CM moved to name. SL seconded. Unanimous.
- 2.4 7:30 Fire Station Building Committee: Meeting with the Committee to discuss next steps in developing a new headquarters station: Mr. Sheehan stated that a decision should be made to go forward with either the plan of record or a lease option. CM suggested moving forward with an RFP for a lease option. SL disagreed. A long discussion ensued. It was agreed to put the plan as previously proposed before the town and look at the lease option if that plan should fail.

III MEETING BUSINESS

- 3.1 Discuss the process of responding to requests by those seeking assistance from various “poor” and “worthy” funds, including the Abram S. French Worthy Fund, Amanda Dwight Worthy Fund, Susan Wilson Worthy Fund, and Albert J. Atwood Worthy Fund: Mr. Sheehan recommended a three-person working group: one member of the Board of Selectmen, one member of the Abram S. French Fund, and the Town Administrator or his designee. Such a group will not be governed by the open meeting law, so it will allow for more expeditious review of requests. Requests under \$500 would remain at the discretion of the French Fund, per previous practices. CM moved to approve the new process outlined in the memo and as discussed and that the process is put in the form of a policy. SL seconded. Unanimous.
- 3.2 Discuss the Capital Planning Committee’s request that the Board of Selectmen advise if road improvements are a capital or operating expense: CM explained that every year for at least the last 4 years the Highway Department has requested \$150,000 from the Capital Planning Committee for road repair. As long as he has been a member, it has never been approved. He feels it should be considered an operating expense rather than a capital expense. Discussion included the relevancy of reviewing the bylaw as to what defines a capital project, splitting the expenses into consumables (ongoing) vs. non-consumables (long-term), and whether to fund in the capital budget, in the operating budget, or through a warrant article appropriation. CM moved to direct the Capital

Planning Committee to refrain from reviewing road improvements for the capital plan. SL seconded. Unanimous.

AS also suggested that in the future the Capital Planning Committee not be given a definite number. He said they get distracted by the amount and it detracts from their charge. He suggested that they rank the requests according to need without having a number hanging over their heads.

- 3.3 Update and discussion of lease of the Hart Free Library: Mr. Sheehan said the RFP was updated in October and he reached out to Town Properties for input through Karen Chapman. To date the Committee has not met so there has been no input. He is asking the Board for their advice on how to move forward. AS will talk to the Building Commissioner about the cost of rehab estimates.

V WORK SESSION

5.1 Board of Selectmen updates and reports:

- SL gave an update on the NMRSD building committee. The committee met with MSBA last week and the budgeted amount has been reduced from \$89.5 million to \$89 million. This includes the feasibility study and reimbursement for that. They hope to come before the town in March for a vote.
- CM requested an update from Comcast and Unitil about the telephone poles.
- The following positions are seeking candidates for the April 28 2014 election:

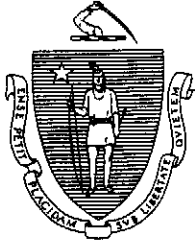
Amanda Dwight Entertainment Committee	Board of Selectmen
Board of Assessors	Board of Health
Cemetery & Parks Commission	Library Trustees
North Middlesex Regional School District (3)	Planning Board (3)
Recreation Commission	Town Clerk
Housing Authority (2)	Trust Fund Commission (2)
Trustees of Soldiers Memorials (1 veteran, 1 non-veteran)	Water Commission (2)

5.2 Town Administrator updates and reports:

- Mr. Sheehan said the date of special town meetings for the schools is still being decided at this time.
- He explained how property taxes are calculated and why rates are going up and why bills seem to be going up. Two elements determine the bill: the assessed value of the property and the rate per \$1,000 of valuation. Over the past 5-6 years values have been dropping. We generally still collect the same amount plus the 2.5% , so as values drop the rate increases to get to the same total. As the economy gets better values will increase and the rate will drop. SL – this is how much money the town needs to operate for the year, the bill needs to be divided up amongst everyone who pays taxes in the town. If there are a number of homes that go into foreclosure the bank should still be paying taxes, but the value of those homes is going way down but the reality is there are x number of dollars needed for the town. 5 year comparison on the average assessed value 2010- \$246 K, now \$212 K in the 5 year period. This year didn't drop quite as much as the prior year. SL the rate will still be based on what the town budget is. Things like repossessions bring down the values around it on average, but not necessarily your bill. AS In effect our rate is set when town meeting adopts the budget in May. This is the time of year when the tax bills go out and we get a lot of feedback. SL people realize that big projects will affect the tax rate but they don't think about the small yearly increases.

- 5.3 Review and sign payroll and bills payable warrants: CM moved to review and sign payroll and bills payable warrants out of session. SL seconded. Unanimous.

CM moved to adjourn at 8:52 P.M. SL seconded. Unanimous.



DEVAL L. PATRICK
GOVERNOR

ANDREA J. CABRAL
SECRETARY

The Commonwealth of Massachusetts **2.2.1**
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

(978) 567-3100 Fax: (978) 567-3121

www.mass.gov/dfs



STEPHEN D. COAN
STATE FIRE MARSHAL

December 13, 2013

Chief Donald E. Klein
Townsend Fire-EMS Department
P.O. Box 530
Townsend, MA 01469

Dear Chief Klein:

I am pleased to inform you that your FY 2014 Student Awareness of Fire Education (S.A.F.E.) and Senior SAFE grant applications have been approved for funding. The Townsend Fire-EMS Department has been awarded \$4086 for the S.A.F.E. grant and \$2818 for Senior SAFE. **TOTAL \$6904.00**

Be sure to alert your treasurer and to check with them to ensure receipt of the funds. We expect the funds to be electronically distributed on or about December 20, 2013.

All grantees are required to submit the FY 2013 year-end report to DFS by December 31, 2013. If there are any unexpended funds, the grantee may apply for a one-time 6-month extension, which will be part of the year-end report form. At the close of the single 6-month extension, all unexpended funds must be returned to the Commonwealth. At this time, any prior year remaining funds must be returned to the Commonwealth.

Nineteen years ago, the fire service advocated to the legislature for the creation of the S.A.F.E. program. Since that time average annual child fire deaths have been reduced by 70%. In FY 2014, the S.A.F.E. program was expanded to offer funds to local communities in support of senior fire prevention training. Seniors are the most vulnerable of populations at risk of fire related deaths. This program is aimed at educating seniors on fire prevention, general home safety and how to be better prepared in the event of a fire. It is our hope that with this opportunity we can recreate the success with our older population that we have had with children.

I thank you for your commitment to the S.A.F.E. program and for your continuing efforts to promote fire prevention for all citizens. If you have any questions, please feel free to contact Cynthia Ouellette at (978) 567-3381 or the S.A.F.E. staff at (978) 567-3388.

Sincerely,

Stephen D. Coan
State Fire Marshal

2.2.2

Miscellaneous Broken Equipment to be Declared Surplus for the Purpose of Disposal

- 1 - Broken Port tank
- 50 – Misc hose types & lengths no longer usable due to dry rot
- 1 – Broken wet vac not repairable
- 10 – Broken and stripped light bars
- 1 – Broken and stripped mobile radio
- 12 – Various broken hand tools
- 3 – Misc. metal parts (unknown origin)
- 3 – Broken truck parts
- 4 – Broken hard suction with brackets (dry rot)
- 1 – Bent and not repairable extension ladder
- 12 – Various pieces of office furniture, broken and not repairable
- 12 – Various valves broken and no longer repairable
- 15 – Various broken couplings
- 4 – Broken SCBA Air Packs, not repairable
- 9 – Older Air Bottles past serviceable life and with bad pressure valves

2.2.3

AMBULANCE AEDT RECEIVABLE WRITE OFFS CY 2011

Call Date	Patient	Current	31 to 60	61 to 90	91 to 120	121 to 150	151 to 180	Over 180	Total
1/21/2011	BORKO, JON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$677.24	\$677.24
1/25/2011	CRONAN, LA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$215.08	\$215.08
1/26/2011	TUMBER, SO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	\$20.00
2/2/2011	THOMAS, W	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$897.63	\$897.63
2/2/2011	LEWIS, NICCO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$731.63	\$731.63
2/5/2011	DUBOIS, RO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,037.63	\$1,037.63
2/6/2011	GYLES, RON	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95.12	\$95.12
2/7/2011	ZUCCALMAG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$731.63	\$731.63
2/18/2011	BORKO, CHE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$912.63	\$912.63
3/2/2011	LAURIN, GE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$207.53	\$207.53
3/7/2011	ROPER, MIC	\$0.00	\$0.00	\$0.00	\$0.00	\$440.84	\$0.00	\$0.00	\$440.84
3/9/2011	MCDONALD,	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68.42	\$68.42
3/9/2011	STUMPF, LIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$312.80	\$312.80
3/13/2011	MILLS, NYSS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74.66	\$74.66
3/28/2011	STUART, FL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$50.00
4/4/2011	RODRIGUEZ-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$998.63	\$998.63
4/9/2011	DESROSIER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$746.63	\$746.63
4/21/2011	DENNIHAN,	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00
5/4/2011	HERNANDEZ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$973.29	\$973.29
5/10/2011	GENDREAU,	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$508.82	\$508.82
5/13/2011	OLIVERIA, N	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,493.71	\$1,493.71
5/31/2011	LUGO, VICT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
6/7/2011	MCCARTHY,	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,064.33	\$1,064.33
6/21/2011	GRAY, BARB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,601.82	\$1,601.82
6/25/2011	SMITH, KLAU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,773.08	\$1,773.08
7/3/2011	SIMMS, ROB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,078.55	\$1,078.55
7/15/2011	CARPENTER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,072.86	\$1,072.86
7/23/2011	LUDDEN, DA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,021.65	\$1,021.65
7/26/2011	BLACKLER,	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,052.95	\$1,052.95
8/1/2011	BONNER, ER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$321.35	\$321.35
8/3/2011	NAVIS, SAM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,139.90	\$1,139.90
8/3/2011	FEENEY, ST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,832.83	\$1,832.83
8/23/2011	SCHOFIELD,	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$566.67	\$566.67
8/26/2011	GULLA, STE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,052.95	\$1,052.95
8/31/2011	KELLEY, RIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74.40	\$74.40
9/8/2011	MARTIN, CA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$107.19	\$107.19
9/11/2011	WRIGHT, RO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,602.43	\$1,602.43
9/29/2011	KELLEY, RIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$321.74	\$321.74
10/8/2011	PABONDIJAZ,	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,708.41	\$1,708.41
10/15/2011	ALLEN, JARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,406.28	\$1,406.28



FRAUD POLICY

The Town of Townsend (“Town”) is committed to protecting its revenue, property, information, and other assets from any attempt by members of the public, contractors, vendors, agents, or employees to gain by deceit any financial or other benefits at the expense of the taxpayers.

Town officials and employees shall at all times comply with all applicable laws and regulations. The Town will not condone the activities of officials or employees who achieve results through violation of the law or unethical business dealings. The Town does not permit any activity that fails to stand the closest possible public scrutiny.

This policy sets out specific guidelines and responsibilities regarding appropriate actions that must be followed for the investigation of fraud and other similar irregularities.

DEFINITIONS

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it.

Occupational fraud is defined by the Town as the intentional use of one’s occupation for personal enrichment through the deliberate misuse or misappropriation of the Town’s resources and/or assets. There are three major categories of occupational fraud:

- **Asset Misappropriations** – Theft or misuse of an organization’s assets.
 - Cash
 - Fraudulent Disbursements – The Perpetrator causes the Town to disburse funds through some trick or device (e.g. submitting false invoices/time card/sheets, expense reimbursement schemes, check tampering, etc.)
 - Skimming – Cash is stolen from the Town before it is recorded on the Town’s books and records.
 - Cash Larceny – Cash is stolen from the Town after it has been recorded on the Town’s books and records.
 - Inventory and all other assets
 - Misuse – Misuse of the Town’s inventory or assets for personal use (e.g. Town vehicles, computers, supplies, etc.)
 - Larceny – Inventory or other assets are stolen from the Town.

- **Corruption** – Wrongfully use influence in a business transaction in order to procure some benefit for themselves or another person, contrary to duty to employer or the rights of another.
 - Conflicts of Interest – An undisclosed economic or personal interest in a transaction that adversely affects the Town.
 - Bribery – The offering, giving, receiving, or soliciting of anything of value to influence an official act or business decision.
 - Illegal Gratuities – A party who benefits from an official act or a business decision gives a gift to a person who made the decision. An illegal gratuity does not require proof of an intent to influence.
 - Economic Extortion – An employee demands that a vendor/contractor/etc. pay to influence an official act or a business decision.

- **Fraudulent Statements** – Falsification of an organization’s financial statements.

Other similar irregularities is defined as any activity involving questionable behavior or business dealings by members of the public, contractors, vendors, agents or government employees, that put government revenue, property, information and other assets at risk of waste or abuse.

APPLICABILITY

This policy applies to all elected officials, appointed officials, committee members, board members, volunteers, interns, and all employees (full-time, part-time, fractional, seasonal, and casual) of the Town. This policy also applies to any business enterprise or individual doing business with the Town.

GENERAL POLICY AND RESPONSIBILITY

1. It is the Town’s intent to fully investigate any suspected act of occupational fraud or other similar irregularity. An objective and impartial investigation will be conducted regardless of the position, title, length of service, or relationship with the Town of any party who might be or becomes involved in or becomes/is the subject of such investigation.

2. Elected officials, appointed officials, committee members, board members, department heads, and managers are responsible for instituting and maintaining a system of internal control to provide reasonable assurance for the prevention and detection of fraud, misappropriations and other irregularities within their respective committee, board, or department. Management should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indications of such conduct.

3. The Town Administrator has the primary responsibility for the investigation of all reported cases of asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or suspected fraud.

4. The Town Administrator will notify the Board of Selectmen of a reported allegation of fraudulent or irregular conduct upon the commencement of the investigation to the extent practical. Throughout the investigation the Board of Selectmen will be informed of pertinent investigative findings.
5. Upon conclusion of the investigation, the results will be reported to the Board of Selectmen and others as appropriate and necessary.
6. In all circumstances where an investigation finds that there are reasonable grounds to indicate that a fraud may have occurred, decisions to prosecute or refer the investigation results to the appropriate law enforcement and/or regulatory agencies for an independent investigation will be made by the Board of Selectmen.
7. The Town will take appropriate and timely action against those proven to have committed asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or fraud, including, but not limited to, the following: immediate termination of employment with the Town; seeking restitution for all losses, including investigation expenses and legal expenses, to the fullest extent of the law; and initiating civil action to recover losses. The Town reserves the right to take disciplinary action without awaiting the resolution of civil or criminal proceedings arising from the asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or fraud.
8. All elected officials, appointed officials, committee members, board members, volunteers, interns, and all employees shall read and understand this policy.

PROCEDURES

1. All Employees
Any employee who has knowledge of an occurrence of asset misappropriation, corruption, commission of a fraudulent statement(s), or irregular conduct, or has reason to suspect that a fraud has occurred, shall immediately notify the Town Administrator. An Employee who reports such an occurrence has a duty to cooperate during an investigation. All investigations shall be conducted in confidence in so far as reasonably possible. The name or names of those individuals communicating information about a fraudulent act or the name or names of those suspected of a fraudulent act will only be revealed when required by law.

Employees who knowingly make false allegations of asset misappropriation, corruption, commission of a fraudulent statement, or irregular conduct as that term is defined herein, or fail to report such an occurrence when they know of the same, will be subject to discipline, up to and including termination of employment.
2. Town/Town Management/Elected Officials
Upon notification from an employee of asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or suspected fraud, or if management has

reason to suspect any of the above have occurred, they shall immediately notify the Town Administrator.

3. Town Administrator

Upon notification or discovery of asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or suspected fraud, the Town Administrator, or their designee, will promptly investigate the suspected fraud. In all circumstances, where, after an investigation, there are reasonable grounds to indicate that a fraud may have occurred, the Town Administrator will inform the Board of Selectmen. After consultation with the Board, the Town Administrator may refer the investigation results to the appropriate law enforcement and/or regulatory agencies for an independent investigation. In the event the Town Administrator designates a third party to conduct the investigation, said designee shall be approved by the Board of Selectmen.

4. Contacts/Protocols

After an initial review and a determination that the suspected incident of asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or suspected fraud warrants additional investigation, the Town Administrator will notify the Board of Selectmen. The Town Administrator will coordinate the investigation with the Board of Selectmen.

5. Security of Evidence

Once a suspected incident of asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or suspected fraud is reported, the Town Administrator, shall take immediate action to prevent the theft, alteration, or destruction of relevant records. Such actions include, but are not necessarily limited to, removing the records and placing them in a secure location, limiting access to the location where the records currently exist, and preventing the individual suspected of committing the fraud from having access to the records, including placing the individual suspected of fraud on administrative leave status. The records must be adequately secured until the Town Administrator obtains the records to begin the investigation.

6. Personnel Actions

If a suspicion of asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or suspected fraud is substantiated by the investigation, disciplinary action shall be taken by the Appointing Authority.

7. Whistle-Blower Protection

Under Massachusetts General Law Chapter 149, paragraphs 148A, 185 and 187, no employer or person acting on behalf of an employer shall:

Dismiss or threaten to dismiss an employee

Discipline or suspend, or threaten to discipline or suspend, an employee

Impose any penalty upon an employee; or

Intimidate or coerce an employee

because the employee has acted in accordance with the requirements of this policy. The violation of this section will result in discipline up to and including dismissal in accordance with the applicable federal, state, and local administrative laws.

8. Media Issues

Any Town employee, elected, or appointed official contacted by the media with respect to an investigation shall refer the media to the Town Administrator. The alleged fraud or audit investigation shall not be discussed with the media by any person other than the Town Administrator.

If the Town Administrator is contacted by the media regarding an alleged fraud or investigation they will consult the Board of Selectmen before responding to a media request.

Neither the Town Administrator nor the Board of Selectmen will discuss the details of any ongoing fraud investigation with the media that may compromise the integrity of the investigation.

9. Documentation

At the conclusion of the investigation, the results of the investigation will be reported to the Board of Selectmen. If the report concludes that the allegations of asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or suspected fraud are substantiated, the report may be forwarded to the appropriate law enforcement agency or regulatory agency as set out above.

10. Completion of the Investigation

Upon completion of the investigation, including all legal and personnel action, any records, documents and other evidentiary material related to the investigation will be retained by the Town Administrator in a separate file with copies of the retained documents provided to the appropriate department from which the document(s) originated.

11. Dissemination and Sign Off of Fraud Policy for All Employees

All employees shall be provided a copy of this policy. A sign-off of the policy acknowledging that the policy has been read and the provisions have been understood is required of all employees.

For new employees, the policy and required sign-off will be included in the new employee packet. The sign-off of the policy by new employees will be considered a condition of employment.

ACKNOWLEDGEMENT OF RECEIPT & AWARENESS

Fraud Policy

Town of Townsend

I hereby acknowledge receipt of the Town of Townsend Fraud Policy. My signature signifies that I have read and understand its provisions and understand my responsibilities related to the prevention, detection, and reporting of asset misappropriation, corruption, commission of a fraudulent statement, irregular conduct, or suspected fraud.

Signature

Name of Individual Receiving Policy

Department Head

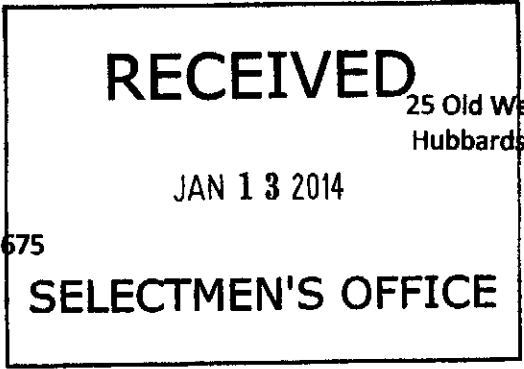
Date: _____

Please return this signed receipt to the Board of Selectmen's office.

e 61B, 9 Notice of Intent to Sell

3.3

January 13, 2014



VIA CERTIFIED MAIL #7008 0500 0000 9933 2675

Board of Selectmen
 Town of Townsend
 Memorial Hall
 272 Main St
 Townsend, MA 01469

Re: Notice of Intent to Sell Out of Chapter 61B approximately 19.17 acres vacant land on Barker Hill Road

Dear Sirs/Madams:

This letter will serve as notice to the Board of Selectmen pursuant to Massachusetts General Laws Chapter 61B of our intent to sell and convert to residential use approximately 19.17 acres of land situated on Barker Hill Road and shown on Assessors Map 21, Block 1, Lot 2.

A fully executed Purchase and Sale Agreement in the amount of \$135,000.00 is enclosed showing the buyer's intent to build not more than two single family homes.

We respectfully request that you vote to not exercise the Town's option to purchase the 19.17 acres. A prompt decision by your Board in this matter would be greatly appreciated.

Thank you for your anticipated cooperation.

Sincerely,

R. W. Green
 Richard W. Green

Kathy Anne Healey
 Kathy Anne Healey

- Cc: Townsend Planning Board, via Certified Mail
- Townsend Board of Assessors, via Certified Mail
- Townsend Conservation Commission, via Certified Mail
- State Forester, via Certified Mail
- Kathy Anne Healey, Spring Hill, FL
- Brekka & Brekka, Hubbardston MA

Enclosures

I, Richard W. Green, of 25 Old Westminster Road, Hubbardston, MA 01452 hereby certify that pursuant to Massachusetts General Law Chapter 61B I have sent a notice of intent to sell property located on Barker Hill Road, Townsend, MA and further identified as Assessors Map 21-1-2, on this day via Certified Mail to:

Board of Selectmen
Town of Townsend
Memorial Hall
272 Main St
Townsend, MA 01469


Board of Assessors
Town of Townsend
Memorial Hall
272 Main St
Townsend, MA 01469

Planning Board
Town of Townsend
Memorial Hall
272 Main St
Townsend, MA 01469

Conservation Commission
Town of Townsend
Memorial Hall
272 Main St
Townsend, MA 01469

State Forester
Department of Conservation and Recreation
251 Causeway St
Boston, MA 02114

January 13, 2014



Richard W. Green
25 Old Westminster Rd
Hubbardston, MA 01452
Cell: (508) 245-7929

STANDARD PURCHASE AND SALE AGREEMENT [#503]
(With Contingencies)

The parties make this Agreement this ___ day of January, 2014. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties.

Richard W. Green, III and Kathy Anne Healey
of 25 Old Westminster Road, Hubbardston, MA and 20817 Moreland Drive, Spring Hill, Florida [insert name].

the "SELLER," agrees to sell and Brian S. Mohr and Theresa S. Mohr
of 104 Lakeview Avenue, Tyngsborough, MA [insert name].

the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of:

(a) the land with any and all buildings thereon known as Lot #2 on Plan of Land recorded with MSDRD as Plan No. 774 of 2004 (see copy of plan attached) Barker Hill Road, Townsend, MA, as more specifically described in a deed recorded in the Registry of Deeds at Book 47923, Page 235, [Certificate No.], a copy of which [x] is [] is not [choose one] attached; and

(b) all structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarm systems, mantelpieces, wall-to-wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers; and the following built-in components, if any: au conditioners, vacuums systems, cabinets, shelves, bookcases and stereo speakers, and

but excluding [insert references to refrigerators, dishwashers, microwave ovens, washing machines, dryers or other items, where appropriate]

3. Purchase Price. The purchase price for the Premises is \$ 135,000.00 dollars of which
\$ 2,000.00 were paid as a deposit with Contract To Purchase; and
\$ 5,000.00 are paid with this Agreement;
\$ 20,000.00 are to be paid See Addendum A attached; and
\$ 108,000.00 are to be paid at the time for performance by bank's, cashier's, treasurer's or certified check or by wire transfer.
\$ 135,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Squanicook Associates Real Estate, as escrow agent, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a

Handwritten initials for BUYER'S and SELLER'S Initials.

dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs. *[If interest is to accrue on escrowed funds, indicate to whom it shall be paid.]*

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10:00 o'clock a m. on See Addendum A attached, at the Middlesex South District Registry of Deeds, or at such other time and place as is mutually agreed in writing.

TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Rights and obligations in party walls;
- (e) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- (f) Utility easements in the adjoining ways;
- (g) Matters that would be disclosed by an accurate survey of the Premises;
- and (h)

[insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]
If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney,

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BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (I) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises now are, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments

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relationship of the BROKER with The BUYER and/or the SELLER. The BUYER and SELLER understand that _____ N/A _____ [insert name], a real estate broker, is seeking a fee from _____ N/A _____ [name of listing broker, seller or buyer, if applicable] for services rendered as a seller's subagent buyer's agent facilitator (non-agent) [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

15. **Buyer's Default.** If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

16. **Buyer's Financing.** (Delete if Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for mortgage financing in the amount of \$ _____ N/A _____ at prevailing rates, terms and conditions by _____ N/A _____. The BUYER shall have an obligation to act reasonably diligently to satisfy any conditions within BUYER'S control. If, despite such diligent efforts, the BUYER has been unable to obtain such written commitment the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by _____ N/A _____ and acted reasonably promptly in providing any additional information requested by the mortgage lender.

17. **Inspections/Survey.** (Delete if Waived) The BUYER has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of SELLER. Notwithstanding the foregoing, the BUYER has _____ days from the date of this Agreement to complete inspection of _____ see Addendum A attached _____ by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

18. **Lead Paint Laws.** For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subjected to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with

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any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is attached to this agreement.

19. **Certificate of Approved Installation.** The SELLER shall equip the residential structure on the Premises with approved smoke detectors and carbon monoxide detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

20. **Warranties And Representations.** ~~The SELLER represents and warrants that the Premises is/ is not [choose one] served by a septic system or cesspool. [If yes, a copy of the Title 5 Addendum is attached.]~~ The SELLER further represents that there is an/ is no or has no knowledge of an [choose one] underground storage tank or an unapproved and abandoned septic tank. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:

none

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

21. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. [If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.]

BUYER Brian S. Mohr
Theresa S. Mohr

SELLER Richard W. Green, III
R. W. Greene

Address: 104 Lakeview Avenue
Tyngsborough, MA

Address: 25 Old Westminster Road
Hubbarston, MA

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22. Counterparts / Electronic Delivery / Construction Of Agreement. This Agreement may be executed in counterparts. All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this agreement and which is the subject of a Title Standard or Practice of the Real Estate Bar Association for Massachusetts, formerly known as the Massachusetts Conveyancers Association, at the time of performance shall be governed by the Standard of Practice of the Massachusetts Real Estate Bar for Massachusetts.

23. Additional Provisions. See Addendum A attached

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT.
IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

Brian S. Mohr 1-3-14
BUYER Brian S. Mohr Date

Richard W. Green, III 1/11/14
SELLER Richard W. Green, III Date

Theresa S. Mohr 1-3-14
BUYER Theresa S. Mohr Date

Kathy Anne Healey 1/11/14
SELLER, Kathy Anne Healey Date

BUYER Date

SELLER, or spouse Date

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this agreement.

Michele R. Busler 1/13/2014
ESCROW AGENT or representative Date
MICHELE BUSLER
FOR Squamcook Associates

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ADDENDUM A

Re: Purchase and Sale Agreement between Richard W. Green, III and Kathy Anne Healey (SELLER) and Brian S. Mohr and Theresa S. Mohr (BUYER) for property shown as Lot 2 on a plan of land recorded with the Middlesex South District Registry of Deeds as Plan No. 774 of 2004 and located on Barker Hill Road, Townsend, Massachusetts.

This Addendum A is attached to and incorporated into the above-referenced Purchase and Sale Agreement, and in the event of any conflict with the previous provisions of said agreement, then each and every provision contained in this addendum shall control.

24. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10:00 o'clock a.m. on the thirtieth (30th) day following the date SELLER delivers written notice to the BUYER that SELLER has obtained a release of the Town of Townsend's right of first refusal to purchase the Premises pursuant to a Classified Recreational Land Tax Lien recorded with the Middlesex South District Registry of Deeds in Book 43273, Page 409, at the office of the BUYER'S attorney, Thomas C. Gustafson, at 79A Massachusetts Avenue, Lunenburg, Massachusetts.

25. **Inspections/Survey.** The BUYER, at the BUYER'S expense, shall have forty-five (45) days from the date of this Agreement to evaluate the potential of dividing and using the Premises for not more than two (2) single-family residential building lots. As part of BUYER'S due diligence, BUYER agrees to retain Whitman & Bingham to access the Premises and determine if the Premises are suitable for development as two (2) single-family residential building lots. Said assessment shall include but not be limited to:

Septic Systems – To review existing soils reports/testing and/or conduct additional soils testing to determine if suitable soils are available on the Premises for two (2) four (4) bedroom single-family disposal systems in accordance with requirements of Title 5 and the Town of Townsend.

Wetlands – To delineate and locate the wetlands boundaries to determine if two (2) single-family homes can be developed on the Premises.

Division of Premises – To determine if the Premises can be divided into two (2) single-family house lots under an Approval Not Required Plan in accordance with applicable Townsend Zoning and Subdivision Regulations.

Common Driveway – To determine if a common driveway can be constructed to serve two (2) single-family house lots on the Premises in accordance with applicable Townsend Zoning and Subdivision Regulations.


BUYER'S
Initials


BUYER'S
Initials


SELLER'S
Initials


SELLER'S
Initials

If the results of the assessment are not satisfactory to BUYER, in BUYER'S sole discretion, the BUYER shall have the right to terminate this Agreement by giving written notice received by the SELLER or SELLER'S agent within 30 days (45) days from the date of this Agreement, whereupon all deposits shall be returned to the BUYER and neither party shall have any further obligations hereunder. Failure to give written notice of termination shall constitute a waiver. In the event that BUYER terminates this Agreement, then BUYER shall deliver to SELLER copies of all reports, test results, plans and assessments that BUYER has obtained in connection with the Premises.

The BUYER and BUYER'S duly authorized agents shall have the right of access to the Premises prior to the time specified for delivery of SELLER'S deed for the purpose of inspecting the condition of the Premises, taking measurements, testing, delineating the wetlands boundaries, completing a survey plan of existing conditions including locating the wetlands boundaries or showing the Premises to mortgage lenders, architects, engineers, appraisers or others. Said right of access to the land shall be exercised at reasonable times and in a reasonable manner. BUYER agrees to hold harmless and indemnify the SELLER from any and all claims of damage or injury resulting from the acts of the BUYER or its duly authorized agents while on the Premises pursuant to the Paragraph.

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1/11/14
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26. ~~Buyer shall have the right to terminate this Agreement by giving written notice received by the SELLER or SELLER'S agent within 30 days (45) days from the date of this Agreement, whereupon all deposits shall be returned to the BUYER and neither party shall have any further obligations hereunder.~~ *All parties entering the franchise or*
26. ~~Buyer shall have the right to terminate this Agreement by giving written notice received by the SELLER or SELLER'S agent within 30 days (45) days from the date of this Agreement, whereupon all deposits shall be returned to the BUYER and neither party shall have any further obligations hereunder.~~ *with 45 day right to terminate per notice to seller*
26. ~~Buyer shall have the right to terminate this Agreement by giving written notice received by the SELLER or SELLER'S agent within 30 days (45) days from the date of this Agreement, whereupon all deposits shall be returned to the BUYER and neither party shall have any further obligations hereunder.~~ *in All parties entering the franchise or*
26. ~~Buyer shall have the right to terminate this Agreement by giving written notice received by the SELLER or SELLER'S agent within 30 days (45) days from the date of this Agreement, whereupon all deposits shall be returned to the BUYER and neither party shall have any further obligations hereunder.~~ *(Cont'd ->)*
26. ~~Buyer shall have the right to terminate this Agreement by giving written notice received by the SELLER or SELLER'S agent within 30 days (45) days from the date of this Agreement, whereupon all deposits shall be returned to the BUYER and neither party shall have any further obligations hereunder.~~ *shall use diligent effort to obtain a release of the Town of Fitchburg's right of first refusal to purchase the Premises pursuant to a Classified Recreational Land Use Line recorded with the Middlesex South District Registry of Deeds in Book 43273, Page 404.*

27. ~~Maximum Cash Payment to SELLER~~ *SELLER shall pay Twenty Thousand and 00/100 Dollars Credit report*
27. ~~Maximum Cash Payment to SELLER~~ *BUYER shall pay Twenty Thousand and 00/100 Dollars Credit report*
27. ~~Maximum Cash Payment to SELLER~~ *(\$20,000.00) of the purchase price pursuant to a promissory note and first mortgage on the Premises which will state that said note together with said promissory (9%) interest shall be paid to SELLER within six (6) months of the closing date. The note and mortgage shall be prepared by BUYER'S attorney and shall be signed at the closing, and the expense of preparation and recording of the mortgage shall be paid by BUYER.*

~~This document is executed as a sealed instrument this 2nd day of January, 2014.~~ *2nd day of January, 2014.*

MM

BUYER, Brian S. Mohr

R.W. Green

SELLER, Richard W. Green, III

Theresa S. Mohr

BUYER, Theresa S. Mohr

Kathy Anne Healey

SELLER, Kathy Anne Healey

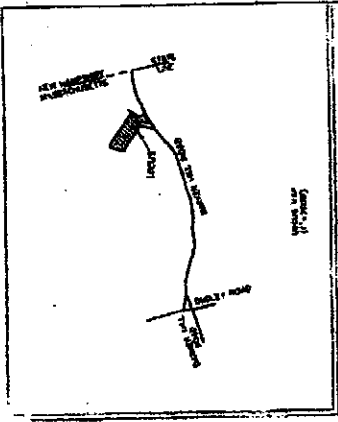
Clause 25 (cont'd)

Buyer's behalf shall have full insurance coverage against loss and such persons or parties shall provide written evidence of such insurance coverage to Seller prior to entering the Premises. Upon completion of the aforesaid assessments/inspections, the Premises shall be returned as nearly as practical to their condition immediately prior to such assessments/inspections. Seller or a representative of Seller shall have the right to be present during any such assessment or investigation.

[Signature] 1/9/14

Thomas S Meli 1-9-14

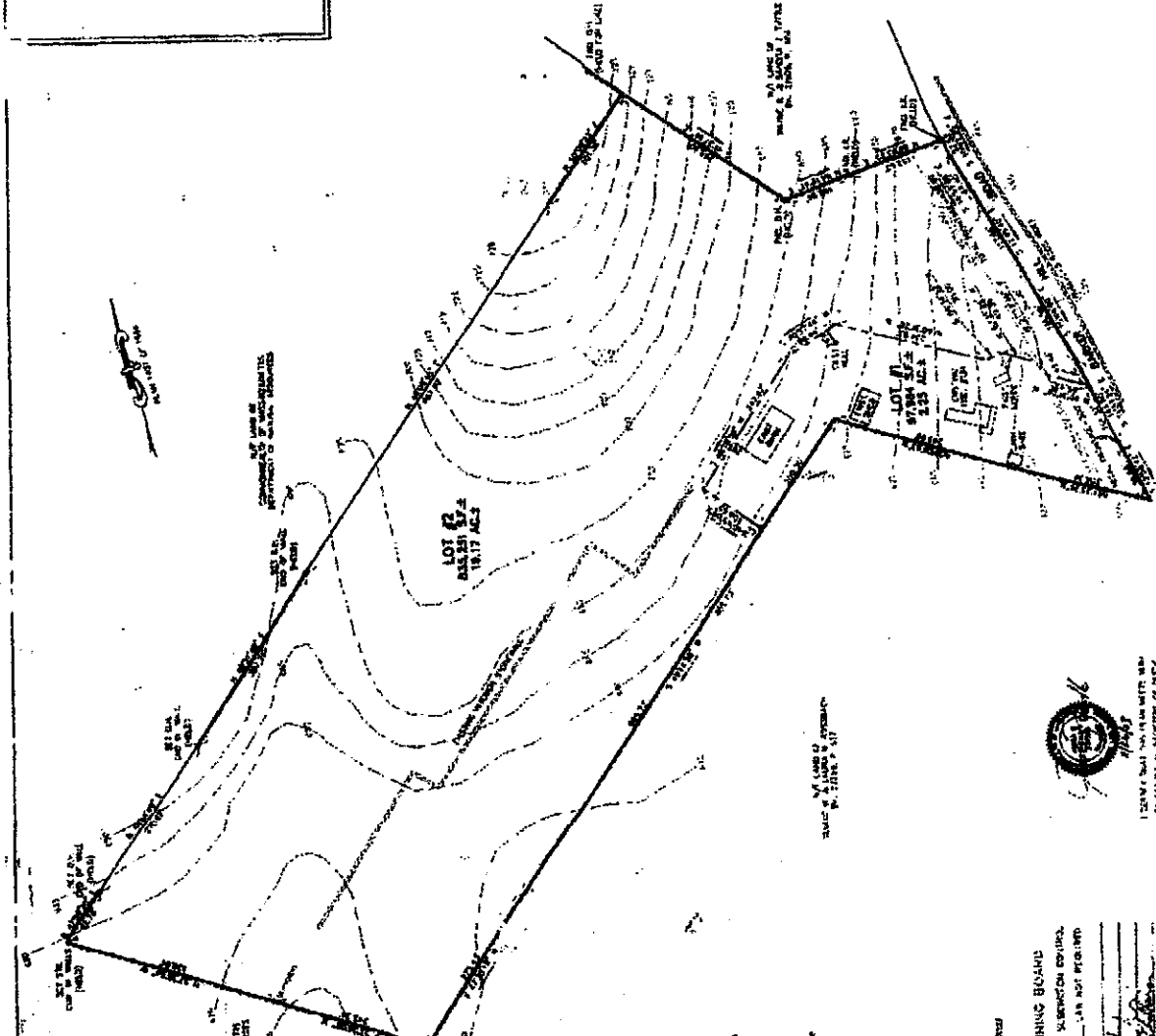
Sell *[Signature]*
at *[Signature]*



LOT 1
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 LOT 98
 LOT 99
 LOT 100

PLAN OF LAND
 IN TOWNSEND, MA.
 PREPARED FOR
RICHARD GREEN
 NOVEMBER 14, 2003
 BY
WHITMAN & BINGHAM ASSOCIATES, LLC

WHITMAN & BINGHAM ASSOCIATES, LLC
 112-1180 PEARSON ROAD, SUITE 200
 TOWNSEND, MASSACHUSETTS 01469
 TEL: 978-271-1111 FAX: 978-271-1112
 WWW.WHITMAN-BINGHAM.COM



THOMAS F. MANNING
 SURVEYOR
 STATE OF MASSACHUSETTS

NOTES:
 1. THIS PLAN IS THE PROPERTY OF WHITMAN & BINGHAM ASSOCIATES, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.
 2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING ACT OF 1992.
 3. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.
 4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.
 5. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.
 6. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.
 7. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.
 8. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.
 9. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.
 10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE MASSACHUSETTS SURVEYING BOARD REGULATIONS.

TOWNSEND PLANNING BOARD
 APPROVED UNDER THE SUBDIVISION CONTROL ACT
 DATE: 11/14/03
 BY: [Signature]
 [Signature]
 [Signature]

Address: [Address]
 City: [City]
 State: [State]
 Zip: [Zip]
 Phone: [Phone]
 Fax: [Fax]
 E-mail: [E-mail]

52

RICHARD W. GREEN, III, KATHY ANNE HEALEY and MELISSA E. GREEN,

of 25 Old Westminster Road, Hubbardston, Massachusetts, 01452; 20817 Moreland Dr., Spring Hill, Florida 34610-2152, and 79 Highland Avenue, Winthrop, MA 02154 respectively,

in consideration of Forty Thousand (\$40,000.00) Dollars

grants to RICHARD W. GREEN, III and KATHY ANNE HEALEY, as tenants in common

of 25 Old Westminster Road, Hubbardston, Worcester County, Massachusetts and 20817 Moreland Dr., Spring Hill, Florida, respectively

with quitclaim covenants

A certain tract of land situated on the westerly side of Barker Hill Road in the Town of Townsend, in the County of Middlesex, Commonwealth of Massachusetts, containing 19.17 acres or 835,251 square feet, more or less, and more particularly shown as Lot # 2 on a plan entitled: "Plan of Land in Townsend, MA, Prepared for Richard Green, dated November 14, 2003, Scale: 1"=80', prepared by Whitman & Bingham Associates, LLC, Registered Professional Engineers & Land Surveyors, 510 Mechanic Street, Leominster, Massachusetts, 01453, 20 Pearson Boulevard, Gardner, Massachusetts, 01440" and recorded with the Middlesex South Registry of Deeds in Plan Book 02004, Plan 774

Being a portion of the premises conveyed to Richard W. Green, Jr., by deed of Richard W. Green and Eleanor K. Green dated February 4, 1954 and recorded with the Middlesex South District Registry of Deeds at Book 8216, Page 267.

For Grantors' title, see Estate of Anne E. Green, Middlesex Probate Court Docket No. 03P101SEP.

Executed as a sealed instrument this 23 day of July, 2006

Barker Hill Road, Townsend, MA 01469

2006 08148234
Bk: 47923 Pg: 235 Doc: DEED
Page: 1 of 2 08/02/2006 11:19 AM

Richard W. Green, III
RICHARD W. GREEN, III

MASSACHUSETTS EXCISE TAX
Southern Middlesex District FID # 001
Date: 08/02/2006 11:19 AM
Ctn# 078082 12479 Doc# 00148234
Fee: \$182.40 Ctn#: \$40,000.00

Kathy Anne Healey
KATHY ANNE HEALEY

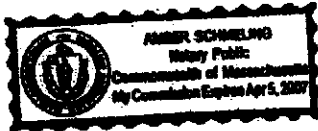
Melissa E. Green
MELISSA E. GREEN

RETURN TO: Bullin & Bullin
32 Main Street
Hubbardston, MA 01452

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 13 day of July, 2006, before me, the undersigned Notary Public, personally appeared RICHARD W. GREEN, III, proved to me through satisfactory evidence of identification which was MA DRIVERS LICENSE to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.



Amber Schmelz
Notary Public: AMBER SCHMELZ
My Commission Expires: APRIL 5, 2007

STATE OF FLORIDA

Hernando, ss.

On this 23 day of July, 2006, before me, the undersigned Notary Public, personally appeared KATHY ANNE HEALEY, proved to me through satisfactory evidence of identification which was FLORIDA Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.



John J. Connelly
Commission #DD218896
Expires: Jan 02, 2007
Bonded Through
Atlantic Bonding Co., Inc.

John J. Connelly
Notary Public:
My Commission Expires: June 2, 2007

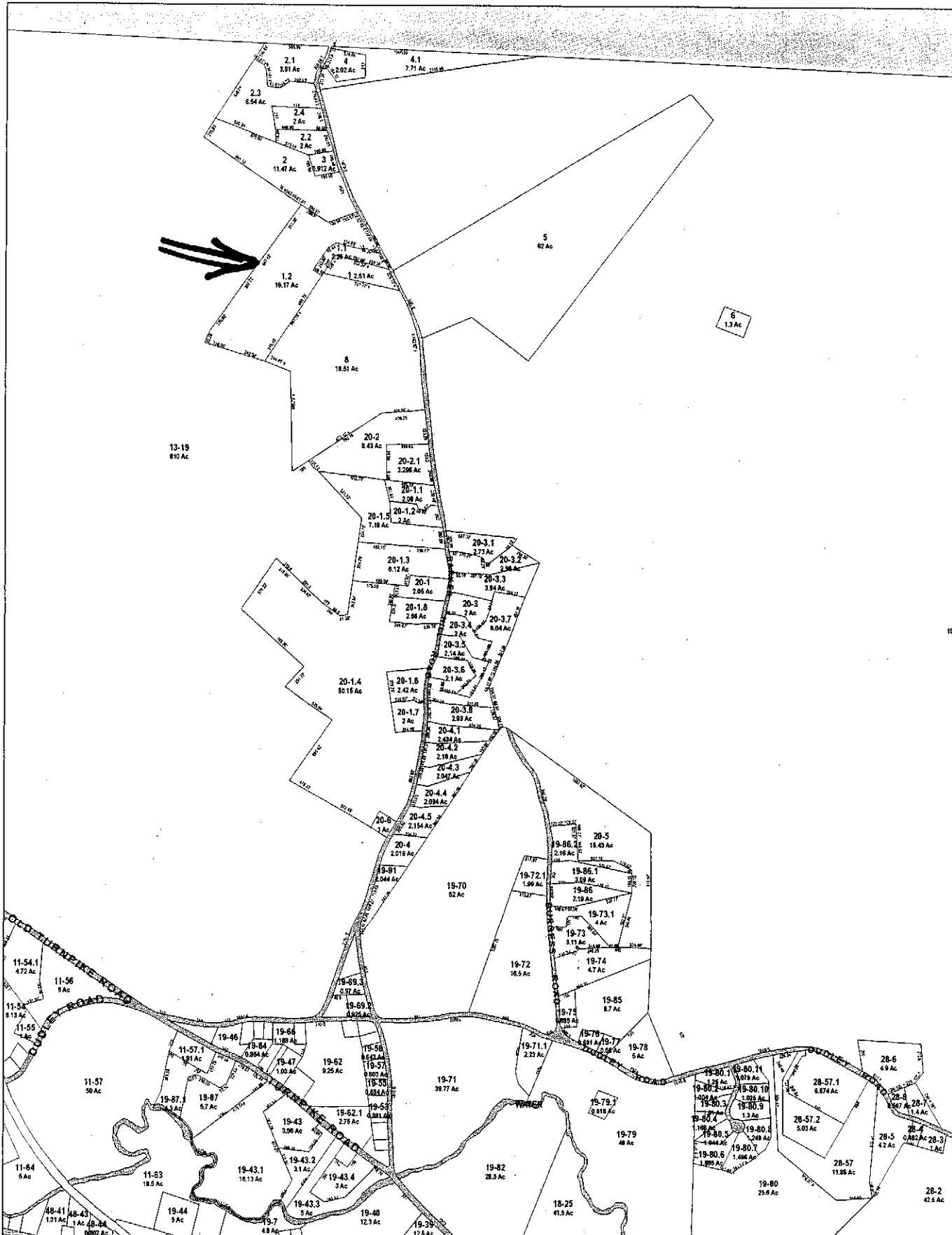
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 24th day of April, 2006, before me, the undersigned Notary Public, personally appeared MELISSA E. GREEN, proved to me through satisfactory evidence of identification which was Mass Dr License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes.

Deane M. Bennett
Notary Public:
My Commission Expires: May 15, 2009

Deane M. Bennett
Notary Public



DATA SOURCES: Town of Townsend – Assessor's Office

DISCLAIMER: The information depicted on this map is for planning purposes only. All data are representational and are not adequate for boundary definition, regulatory interpretation, or parcel-based analysis.

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

TITLE IX TAXATION

CHAPTER 61B CLASSIFICATION AND TAXATION OF RECREATIONAL LAND

Section 9 Notice of intent to sell for or convert to other use; option of first refusal; assignment of option

Section 9. Land taxed under this chapter shall not be sold for, or converted to, residential, industrial or commercial use while so taxed or within 1 year after that time unless the city or town in which the land is located has been notified of the intent to sell for, or to convert to, that other use.

The discontinuance of forest certification shall not, in itself, for the purposes of this section, be considered a conversion. Specific use of land for a residence for the owner, the owner's spouse or a parent, grandparent, child, grandchild, or brother or sister of the owner, or surviving husband or wife of any deceased such relative, or for living quarters for any persons actively employed full-time in the use and care of such land for recreational purposes, shall not be a conversion for the purposes of this section, and a certificate of the board of assessors, recorded with the registry of deeds, shall conclusively establish that particular use.

Any notice of intent to sell for such other use shall be accompanied by a statement of intent to sell, a statement of proposed use of the land, the location and acreage of land as shown on a map drawn at the scale of the assessors map in the city or town in which the land is situated, and the name, address and telephone number of the landowner.

Any notice of intent to sell for other use shall be accompanied by a certified copy of an executed purchase and sale agreement specifying the purchase price and all terms and conditions of the proposed sale, which is limited to only the property classified under this chapter, and which shall be a bona fide offer as described below.

Any notice of intent to sell for other use shall also be accompanied by any additional agreements or a statement of any additional consideration for any contiguous land under the same ownership, and not classified under this chapter, but sold or to be sold contemporaneously with the proposed sale.

For the purposes of this chapter, a bona fide offer to purchase shall mean a good faith offer, not dependent upon potential changes to current zoning or conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property for residential use or the potential for, or the potential extent of development of the property for industrial or commercial use, made by a party unaffiliated with the landowner for a fixed consideration payable upon delivery of the deed.

Any notice of intent to convert to other use shall be accompanied by a statement of intent to convert, a statement of proposed use of such land, the location and acreage of land as shown on a map

drawn at the scale of the assessors map in the city or town in which the land is situated, the name, address and telephone number of the landowner and the landowner's attorney, if any.

The notice of intent to sell or convert shall be sent by the landowner by certified mail or hand delivered to the mayor and city council of a city, or board of selectmen of a town, and in the case of either a city or a town, to its board of assessors, to its planning board and conservation commission, if any, and to the state forester.

A notarized affidavit that the landowner has mailed or delivered a notice of intent to sell or convert shall be conclusive evidence that the landowner has mailed the notice in the manner and at the time specified. Each affidavit shall have attached to it a copy of the notice of intent to which it relates.

The notice of intent to sell or convert shall be considered to have been duly mailed if addressed to the mayor and city council or board of selectmen in care of the city or town clerk; to the planning board and conservation commission if addressed to them directly; to the state forester if addressed to the commissioner of the department of conservation and recreation and to the assessors if addressed to them directly.

If the notice of intent to sell or convert does not contain all of the material as described above, then the town or city, within 30 days after receipt, shall notify the landowner in writing that notice is insufficient and does not comply.

For a period of 120 days after the day following the latest date of deposit in the United States mail of any notice which complies with this section, the city or town shall have, in the case of intended sale, a first refusal option to meet a bona fide offer to purchase the land.

In the case of intended or determined conversion not involving sale, the municipality shall have an option to purchase the land at full and fair market value to be determined by an impartial appraisal performed by a certified appraiser hired at the expense of the municipality or its assignee, the original appraisal to be completed and delivered to the landowner within 30 days after the notice of conversion to the municipality. In the event that the landowner is dissatisfied with the original appraisal, the landowner may, at the landowner's expense contract for a second appraisal, to be completed within 60 days after the delivery of the notice to convert. If, after completion of the second appraisal, the parties cannot agree on a consideration, the parties will contract with a mutually acceptable appraiser for a third appraisal whose cost will be borne equally by both parties. The third appraisal shall be delivered to both parties within 90 days after the notice of conversion to the municipality and shall be the final determination of consideration. Upon agreement of a consideration, the city or town shall then have 120 days to exercise its option. During the appraisal process, the landowner may revoke the intent to convert at any time and with no recourse to either party.

The option may be exercised only after a public hearing followed by written notice signed by the mayor or board of selectmen, mailed to the landowner by certified mail at the address that is

specified in the notice of intent. Notice of the public hearing shall be given in accordance with section 23B of chapter 39.

The notice of exercise shall also be recorded at the registry of deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

The notice to the landowner of the city or town's election to exercise its option shall be accompanied by a proposed purchase and sale contract or other agreement between the city or town and the landowner which, if executed, shall be fulfilled within a period of not more than 90 days after the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the mayor or board of selectmen, or upon expiration of any extended period that the landowner has agreed to in writing, whichever is later.

At the public hearing or a further public hearing, the city or town may assign its option to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions under the terms and conditions that the mayor or board of selectmen may consider appropriate. Notice of the public hearing shall be given in accordance with section 23B of chapter 39.

The assignment shall be for the purpose of maintaining no less than 70 per cent of the land in use as forest land as defined in section 1 of this chapter, as agricultural and horticultural land as defined in sections 1 and 2 of chapter 61A or as recreation land as defined in section 1 of chapter 61B, and in no case shall the assignee develop a greater proportion of the land than was proposed by the developer whose offer gave rise to the assignment. All land other than land that is to be developed shall then be bound by a permanent deed restriction that meets the requirements of chapter 184.

If the first refusal option has been assigned to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions as provided in this section, the mayor or board of selectmen shall provide written notice of assignment to the landowner.

The notice of assignment shall state the name and address of the organization or agency of the commonwealth which will exercise the option in addition to the terms and conditions of the assignment. The notice of assignment shall be recorded with the registry of deeds.

Failure to record either the notice of exercise or the notice of assignment within the 120 day period shall be conclusive evidence that the city or town has not exercised its option.

If the option has been assigned to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions, the option may be exercised by the assignee only by written notice to the landowner signed by the assignee, mailed to the landowner by certified mail at the address that is specified in the notice of intent.

The notice of exercise shall also be recorded with the registry of deeds and shall contain the name of the record owner of the land and description of the premises adequate for identification of them.

The notice of exercise to the landowner shall be accompanied by a proposed purchase and sale contract or other agreement between the assignee and landowner which, if executed, shall be fulfilled within a period of not more than 90 days, or upon expiration of any extended period that the landowner has agreed to in writing, from the date the contract or agreement, endorsed by the landowner, is returned by certified mail to the assignee.

During the 120 day period, the city or town or its assignees, shall have the right, at reasonable times and upon reasonable notice, to enter upon the land for the purpose of surveying and inspecting said land, including but not limited to soil testing for purposes of Title V and the taking of water samples.

The city or town or its assignee shall have all rights assigned to the buyer in the purchase and sales agreement contained in the notice of intent.

If the city or town elects not to exercise the option, and not to assign its right to exercise the option, the city or town shall send written notice of nonexercise signed by the mayor or board of selectmen to the landowner by certified mail at the address that is specified in the notice of intent. The notice of nonexercise shall contain the name of the owner of record of the land and description of the premises adequate for identification of them, and shall be recorded with the registry of deeds.

No sale or conversion of the land shall be consummated until the option period has expired or the notice of nonexercise has been recorded with the registry of deeds, and no sale of the land shall be consummated if the terms of the sale differ in any material way from the terms of the purchase and sale agreement which accompanied the bona fide offer to purchase as described in the notice of intent to sell except as provided herein.

This section shall not apply to a mortgage foreclosure sale, but the holder of a mortgage shall, at least 90 days before a foreclosure sale, send written notice of the time and place of the sale to the parties in the manner described in this section for notice of intent to sell or convert, and the giving of that notice may be established by an affidavit as described in this section.

3.4

Townsend Meeting Hall Committee

February 04, 2014

Called to order: 10:09

Present: David Profit Chairman; Kim King Treasurer; Susan Luongo, secretary; Chris Clish, Senior Director

Visitors: Town Administrator, Andy Sheehan; Mark Mercurio, maintenance; Donna Fenton, kitchen boss; Karen Canfield, Admin. Assistant; Peter Buxton, visitor

Review of the 9/19/13 minutes:

Kim motioned to accept, Marcia seconded. All are in favor.

Maintenance:

- Still working on repairing the middle doors
- Instead of replacing all of the floors, sanding then applying stain to hide flaws will be looked into.

Gallery Committee:

Last month's show has been dismantled
Clipboard show/sale in the hall and Pastels show Feb 19-March 30

Finance:

Revolving Account balance...\$ 3770.09
 Gallery Committee balance...\$ 839.16
 MHC balance.....\$ 2930.93
 Marcia motion to accept, Kim seconded. All are in favor

As previously stated, Stacy is foreseeing problems with how the meeting hall is being presently run and would like to have the authority of the hall be transferred to the library and senior center.

- If there are no outside funds coming in there is really no need for the committee. The use of the hall will fall to the library and senior center to maintain
- For public use, the meeting hall will be used just as a meeting space and only during library and senior center hours.
- The Gallery Committee will not be affected by change, other than dealing directly with town hall in regards to the MH revolving account.
- The revolving account will stay.
- The MHC has decided we would like to be dissolved. Andy will bring this to the Board of Selectmen who will dissolve the committee.
- Future hopes include finding funds from somewhere to be able to have a permanent position established for the handling of the Meeting Hall. At that time there may be a need for a new Meeting Hall Committee to be formed.

Susan motioned to dissolve the Meeting Hall Committee, Kim seconded. All are in favor. A request will be made to the Selectmen to dissolve the committee.

Adjourned: 10:54

The Commonwealth of Massachusetts

3.5

MIDDLESEX SS.

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

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify 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, **March 11, 2014, at 7:00 PM**, then and there to act on the following articles:

ARTICLE 1

To see if the Town will approve the \$89,084,977 borrowing authorized by the North Middlesex Regional School District, for the purpose of paying costs of constructing a new District High School, to be located at 19 Main Street, in Townsend, and for the payment of all other costs incidental and related thereto (the "Project"), which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of the School Building Committee. The MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by the MSBA shall be the sole responsibility of the District and its member municipalities. Any grant that the District may receive from the MSBA shall not exceed the lesser of (1) sixty and sixty-three hundredths percent (60.63%) of eligible, approved, Project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; or take any other action relative thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 2

To see if the Town will vote to approve the expenditure of funds realized through bid savings on the new High School Project (the "Project") by the North Middlesex Regional School District (the "District") to design and construct a maintenance facility building to be located on the site of the Project, including the payment of all costs incidental and related thereto, the approximate cost of which is expected to be \$801,350, or such lesser amount as may be available within the total amount authorized to be expended for the Project. The District acknowledges that the costs incurred for this potential aspect of the Project are the sole responsibility of the District and are not eligible for reimbursement from the MSBA. Any vote to authorize District's expenditure of funds for this potential aspect of the Project shall require the affirmative town meeting votes of each of the District's member towns. Or to see if the Town will vote to take any other action relative thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 3

To see if the Town will vote to approve the expenditure of funds realized through bid savings on the new High School Project (the "Project") by the North Middlesex Regional School District (the "District") to design and construct a new athletic field and track to be located on the site of the Project, including the payment of all costs incidental and related thereto, the approximate cost of which is expected to be \$2,688,916, or such lesser amount as may be available within the total amount authorized to be expended for the Project. The District acknowledges that the costs incurred for this potential aspect of the Project are the sole responsibility of the District and are not eligible for reimbursement from the

MSBA. Any vote to authorize District's expenditure of funds for this potential aspect of the Project shall require the affirmative town meeting votes of each of the District's member towns. Or to see if the Town will vote to take any other action relative thereto.

SUBMITTED BY: Board of Selectmen

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

SELECTMEN OF TOWNSEND

Sue Lisio, 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	_____	_____	_____	_____

3.6



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

Terr: Roy
Name of Responsible Person/License Holder

Townsend VFW Post 6538 491A Main St West Townsend Ma
Name/ Address of Event Premise

3-1-14 7-11pm 4hrs
Date of Event Hours of Event

Surprise Birthday Party
Type of Event/Sponsors

Number of people expected at event: 60-70

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.

Terr Roy
Signature of License Holder

2-5-14
Date

Date Application Received: 2/06/14

Date sent to licensing Agent for review: 2/11/14

3.7



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

Terri Roy
Name of Responsible Person/License Holder

Townsend VFW Post 6538 491 A main St West Townsend
Name/Address of Event Premise

3-8-2014 6-10 pm 4 hrs.
Date of Event Hours of Event

Fundraiser
Type of Event/Sponsors

Number of people expected at event: 75

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

2-5-14
Date

Date Application Received: 2/06/14

Date sent to licensing Agent for review: 2/11/14

3.11



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

2014 GOALS
ANDREW J. SHEEHAN

The Board of Selectmen and Andrew J. Sheehan, Town Administrator, hereby adopt the following goals, objectives, and tasks. These are intended to be initiated in calendar year 2014 unless otherwise noted. Many of the tasks will commence in 2014, but extend beyond 2014.

Goal 1: Maintain and enhance the financial stability of the Town.

Objective 1: Develop strategies to maintain the stability of the Town's finances and foster improvements where necessary and available.

Tasks:

Working with the Treasurer, Collector, Accountant, Board of Selectmen, and Finance Committee, review and update the Town's financial policies.

Develop multiyear financial projection including revenues, expenditures, and fixed costs.

Implement improvements to eliminate material weaknesses in management letter and Department of Revenue financial management review.

Reestablish the Town's bond rating.

Objective 2:

Explore and initiate changes in operating systems to increase revenues, reduce costs, and improve efficiency, such as but not limited to revenue enhancements, consolidation, privatization, and regionalization.

Tasks:

Work with the Collector and Treasurer to collect delinquent property taxes.

Pursue changes to employee health insurance to reduce costs.

Continue to explore and promote energy efficiency opportunities.

Explore consolidation, regionalization, and collaboration with internal and external partners.

Investigate new revenue sources for consideration by policy makers.

Goal 2: Promote sustainability and long term planning.

Objective:

Develop strategies to ensure sustainability of the Town's capital assets, preserve quality of life of residents, and maintain a long term perspective while addressing near term needs.

Tasks:

Improve maintenance of assets including furnishings, equipment, vehicles, and buildings.

Reevaluate funding plan for capital improvements.

Draft and issue request for proposals to lease Hart Free Library.

Facilitate drafting of medical marijuana bylaw for adoption by Town Meeting.

Goal 3: Improve communications and transparency of Town operations, make the Town government more accessible to residents, and limit the Town's liability.

Objective:

Develop initiatives to improve delivery of information to residents and encourage citizen participation; ensure adherence to both the letter and intent of laws that promote openness, good conduct, and responsible government; and diligently protect the Town from liability.

Tasks:

Identify ways to increase volunteer participation on boards and committees.

Conduct Selectmen's business in an open and transparent fashion while maintaining necessary confidentialities.

Explore alternative communication methods to disseminate information and frame discussion topics.

Expand and enhance citizen access to local government through expanded use of technology.

Make available to staff, board, and committee members access to training for the Open Meeting Law, Public Records, Law, Conflict of Interest Law, Uniform Procurement Act, and others.

Goal 4: Develop processes and methods of incorporating newcomers into Town government.

Objective:

Revise bylaws, policies, and systems to more easily incorporate new members to boards and committees, assimilate new employees into the organization, and plan for succession.

Tasks:

Update Personnel Policies & Procedures Manual and present to elected boards and commissions for adoption.

Develop employee handbook.

Update Board of Selectmen policies and present for adoption.

Develop board and committee handbook.

Incorporate new officials into the organization, including the Town Collector, Town Treasurer, Town Clerk, and Fire Chief.

Board of Selectmen

Town Administrator

Sue Lisio, Chairman

Andrew J. Sheehan

Colin McNabb, Clerk

Date



Tennessee Gas Pipeline
Company, L.L.C.
a Kinder Morgan company

3.12

February 6, 2014

Townsend Board of Selectman
272 Main Street
Townsend, MA 01469

RE: Northeast Expansion Project
LL# MA (4) 804, 825, 836
Middlesex Co / Townsend
PL 200-4

Dear Sir or Madam,

As you may know, the demand for clean-burning natural gas in the Northeastern United States is increasing. To meet this increasing demand, Tennessee Gas Pipeline Company, (Tennessee), a Kinder Morgan Company, is planning to expand its natural gas transmission system in your area. Our proposed expansion project is called the Northeast Expansion Project.

To comply with federal and state regulatory requirements, Tennessee will perform various preliminary survey and studies along the proposed pipeline route. This preliminary survey process will involve up to five types of surveys: (1) civil surveys which identify the boundaries of the corridor for all other surveys, obtain an accurate description of existing features, and locate the future pipeline, (2) geotechnical surveys, (3) archaeological surveys, (4) wetland and stream surveys, and (5) surveys for rare, threatened, or endangered species. The information obtained from these surveys will be included in Tennessee's application to the Federal Energy Regulatory Commission and to other federal and state agencies.

Tennessee has been a part of the Massachusetts community for more than 50 years. The success of this project will continue to build upon Tennessee's long tradition of gas transmission in the state. The Northeast Expansion Project supports Tennessee's commitment to serve growing markets with predictable deliveries of natural gas.

For your convenience, we have included a project fact sheet and handout about the proposed field work. Also enclosed is a survey permission form that provides you with the opportunity to note any special conditions or concerns you may have regarding the survey activities on your property.

Thank you for your cooperation. Should you need additional information about our proposed project, please feel free to contact me at (413) 821-2070 or my cell phone (603) 566-9207.

Very truly yours,

Stephen T. Martin
Northeastern Land Services
Contract Land Agent to
Tennessee Gas Pipeline Company



**Tennessee Gas Pipeline
Company, L.L.C.**
a Kinder Morgan company

Northeast Expansion Project

PROJECT OVERVIEW:

- Tennessee Gas Pipeline Company, L.L.C. (“Tennessee”), a subsidiary of Kinder Morgan, Inc., proposes the Northeast Expansion Project to upgrade its existing Tennessee Gas Pipeline system within New York, Massachusetts, New Hampshire and Connecticut.
- The project, as currently configured, would result in the construction of approximately 250 miles of new pipeline, additional meter stations and modifications to existing facilities.
- Tennessee anticipates that it will be able to locate a significant portion of the pipeline adjacent, or generally parallel to, existing pipeline and electric utility corridors
- Northeast Expansion Project is projected to create over 3,000 jobs during the peak construction period.
- This expansion project is developed to meet increased demand in the U.S. Northeast for transportation capacity for natural gas – a clean, environmentally friendly energy source produced domestically. Pending receipt of all necessary regulatory approvals, the proposed project is estimated to be placed in-service by November 2018, so the additional gas supplies are available for the winter heating season.

NORTHEAST EXPANSION PROJECT TIMELINE:

- Outreach Meetings – Ongoing
- Route Selection and Permit Preparation – Ongoing
- Proposed Construction – April 2017
- Proposed In-Service – November 2018

Massachusetts Fact Sheet



Who We Are:

Kinder Morgan is the largest midstream and fourth largest energy company (based on enterprise value) in North America with approximately 80,000 miles of pipelines and 180 terminals. We own, operate, expand, build and acquire assets that help meet the demand for energy products in growing markets across the United States and Canada. We operate like a giant toll road and receive a fee for transporting, storing and handling energy products. We typically do not own the products, so the company has minimal exposure to commodity pricing.

Kinder Morgan is committed to being a good corporate citizen and conducting ourselves in an ethical and responsible manner. Toward that end, we spend hundreds of millions of dollars each year on integrity management programs and maintenance, as we are dedicated to protecting the public, our employees, contractors and the environment.

Our Economic Impact in Massachusetts:

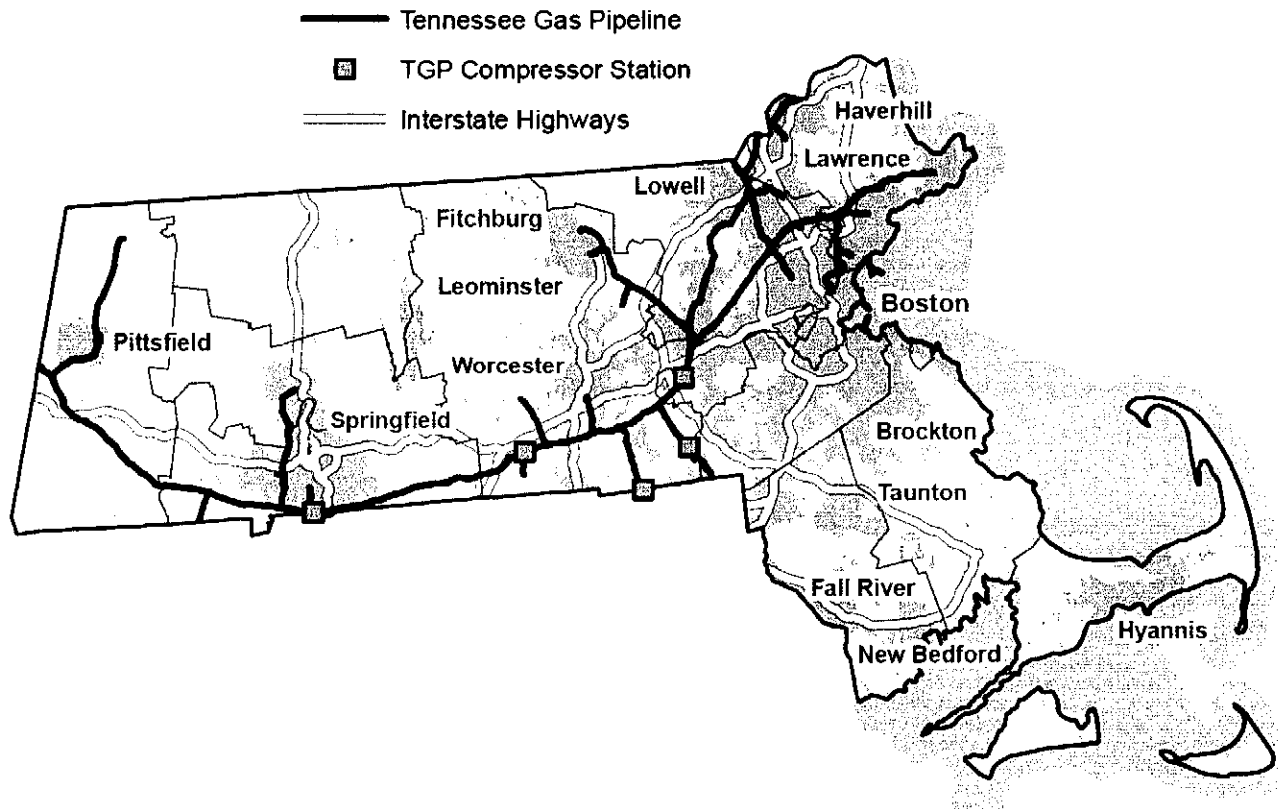
- »We employed 25 people in 2012.
- »We maintained a payroll of over \$9 million in 2012.
- »We paid approximately \$4.9 million to local and state taxing bodies in 2012.

Our Operations in Massachusetts

Kinder Morgan operates approximately 600 miles of pipeline. Kinder Morgan owns assets in eight counties throughout Massachusetts: Berkshire, Essex, Hampden, Hampshire, Middlesex, Norfolk, Suffolk and Worcester.

Tennessee Gas Pipeline

Kinder Morgan Energy Partners' Tennessee Gas Pipeline is a 13,900-mile pipeline that transports natural gas from Louisiana, the Gulf of Mexico and south Texas to the northeast section of the United States, including New York City and Boston.





Survey and Environmental Fieldwork for Tennessee Gas Pipeline Company, LLC

An Information Guide for Private Property Owners

Introduction

Tennessee Gas Pipeline Company, LLC, a Kinder Morgan Company ("Tennessee") is investigating the possibility of constructing and operating a natural gas pipeline in your area. Tennessee must submit engineering plans and detailed environmental data to local, state and federal agencies to allow for a thorough analysis of potential project impacts. As part of the planning process, Tennessee will be conducting field surveys and evaluations of the proposed construction location. The information gathered answers many of the survey-related questions commonly asked by landowners.

Generally, up to five types of surveys may be required on an individual's property: (1) civil surveys which identify the boundaries of the corridor for all other surveys, obtain an accurate description of existing features, and locate the future pipeline, (2) geotechnical surveys (3) archaeological surveys, (4) wetland and stream surveys, and (5) Surveys for rare, threatened, or endangered species. Highly trained engineers, scientists and technicians operating under the guidance of project managers perform these surveys.

Why do you need to survey?

Having accurate, current information along the proposed

Pipeline route is necessary for the regulatory permitting processes and to identify appropriate construction techniques. Some of this information is found in maps, aerial photos, and public records. However, some data must be obtained on site.

What happens during civil surveys?

A Tennessee representative (right-of-way agent) will contact you prior to survey crews entering your property. The survey crews will place stakes at intervals along the proposed pipeline centerline and at certain other locations to mark features such as angle points or property lines. Surveyors' stakes are left in place to serve as a guide to other specialists (e.g., engineers, appraisers, environmental scientists) who may need to conduct investigations of the right-of-way. When the final survey crew has completed their work, the stakes will be removed. Occasionally, incidental damages can result, which are typically very minor but understandably important to Tennessee and landowners. Tennessee will fairly compensate landowners for any documented damages if they occur.

What is a geotechnical survey?

In order to design the pipeline, it is important to gather information about the types of soil and underground rock in areas where the pipeline would cross features

such as large rivers or roads. At specific sites, a truck mounted drilling rig will drill a 3- to 6-inch-wide hole and obtain soil and rock samples. Two to four small trucks with trailers will support this work. Tennessee will need landowner directions and permission to move these vehicles to and from the site. After the samples are collected, the borehole is completely filled and the work site restored. Each boring typically takes 1 to 3 days depending on the types of soils and the depth of the boring. The Tennessee Right of Way Agent will inform you if this type of survey is needed on your property.

What do you look for during environmental fieldwork?

This varies depending on the types of property crossed and applicable regulatory requirements. Frequently, we need to conduct archaeological surveys and wetland delineations. Other studies, such as surveys of vegetation and wildlife, soil testing, or stream crossing surveys, may also be necessary.

How will this survey work affect me?

Generally, environmental field studies cause little or no disruption to landowners. Field crews may walk along the proposed right-of-way crossing your property. In some cases they may need to dig small holes or leave small wooden stakes (called lath) behind. Disturbance is minimal and short term.



Tennessee Gas Pipeline Company, L.L.C.

a Kinder Morgan company

What does an archaeological survey entail?

Archaeological surveys document the presence of historic and prehistoric artifacts and structures within the proposed pipeline right-of-way. Professional archaeologists walk along the proposed right-of-way and look for artifacts. Shovel tests are conducted if visibility is obscured by vegetation or if there is a likelihood of buried artifacts. Soils from shovel tests are screened and any artifacts collected. Holes are then filled and sod is replaced.

What if you find an Archaeological site on my property?

In most cases, the archaeological sites found on the proposed right-of-way have been disturbed by previous activity. Sometimes a site is found that can yield important information about the past. In this

case, Tennessee's archaeologists may need to return to conduct further work. Our right-of-way agent will contact you if this is necessary.

Am I liable for injuries to field crews on my property?

No. Contractors carry worker's compensation insurance. Safety is a top priority for all personnel working on Tennessee projects.

What is Wetland Delineation?

Delineation or mapping of wetlands found on the proposed right-of-way, is conducted to describe environmental resources and determine if special construction methods will be necessary. Typically, teams of 2 to 3 people will walk the proposed route to perform a visual check and limited soil probes. Teams will sometimes leave pin flags or laths behind, marking areas that may require further surveying. This information is then used to develop construction plans and file applicable permit applications.

What happens if you find a wetland on my property?

If a wetland is identified, it would require Tennessee to use special construction methods on that section of the proposed right-of-way. Identification of wetlands does not affect or alter your existing use of the land and future uses will remain your prerogative, subject to existing regulations.

What other kinds of work may be done?

Tennessee may need to identify existing vegetation, assess wildlife habitats, evaluate soil conditions, investigate stream crossings, or conduct other field work depending on site-specific needs. Information collected during this work is used to develop sound, appropriate construction methods. Regardless of the type of fieldwork, you will receive advance notice. Tennessee's survey methods will be low-impact and cause minimal disruption.

Why conduct an endangered species survey?

If it appears that protected species (or habitat for that species) may be present, environmental agencies

may ask Tennessee to field-verify these conditions. If endangered Species are identified on your property, Tennessee will work with the applicable agency to determine the best means to address this issue.

What if this work results in damage to my property?

Tennessee's environmental surveyors have extensive experience in completing work on private property and are careful not to disturb livestock or to damage properties. A Tennessee right-of-way agent will contact you to discuss any site-specific issues regarding your particular property.

When will these surveys be conducted?

Fieldwork is part of an extensive pre-construction planning effort, and is usually conducted during the Spring-Fall seasons, or as conditions permit during the winter months.

For more information, please contact:

Tennessee Gas Pipeline Company, LLC
1615 Suffield Street
Agawam, MA 01001
Phone: 413-821-2070

Tennessee Gas Pipeline Company, LLC
1615 Suffield Street
Agawam, MA 01001

Tennessee Gas Pipeline Company, L.L.C. - Northeast Expansion Project

SURVEY PERMISSION

Commonwealth of Massachusetts
County of Middlesex
Town of Townsend

LL#: 804, 825, 836
Total # of tracts: 3
Map/Block/Lot: 26-31-2, 27-68-0,
34-74-0


I/We (Grantor) do hereby grant permission to Tennessee Gas Pipeline Company L.L.C., a Delaware limited liability company, (Tennessee) its successors and assigns, affiliates, employees and contractors to enter upon my/our land for the purpose of performing civil and environmental surveys and studies that include, but are not limited to, project routing, characterization of land as to property ownership, topographic features, descriptions, cultural resources, wetland delineation and archeology.

Tennessee, its agents, and assigns agree to conduct themselves in a professional and workmanlike manner. In the event that the above mentioned survey activities cause damages to property, crops, and fences Tennessee Gas Pipeline LLC agrees to pay for said damages.

Tennessee, (hereinafter Indemnitor), does hereby AGREE to protect, defend, indemnify and hold Grantor, their agents, servants and employees, (hereinafter Indemnitees), harmless from and against any and all actions, demands, claims, liabilities, expenses, liens, or costs resulting from Indemnitor or its successors or assigns, affiliates, employees, agents or contractors activities' associated with the proposed survey work on property owned by the Indemnitees, unless such action, claim or cost is caused by the sole negligence, gross negligence or willful misconduct of the Indemnitees, its officials or employees.

Date: _____

Grantor(s): _____
Sue Lisio
Member, Townsend Board of Selectman



Stephen T. Martin,
NLS Group
Land Agent for Tennessee Gas Pipeline
Company, LLC

Collin McNabb
Member, Townsend Board of Selectman

Existing Structures:
 Water Well Septic System/Leach Field Foundation Utility Poles
 Swimming Pool Drainage Tiles Property Pins Ponds
 Buildings Buried Lines/Pipes Other:

Ingress/Egress _____

Notes/Comments _____

Tennessee Gas Pipeline Company, L.L.C. - Northeast Expansion Project

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Commonwealth of Massachusetts
County of Middlesex
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Date: _____

Grantor(s): _____
Sue Lisio
Member, Townsend Board of Selectman



Stephen T. Martin,
NLS Group
Land Agent for Tennessee Gas Pipeline
Company, LLC

Collin McNabb
Member, Townsend Board of Selectman

Existing Structures:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Water Well | <input type="checkbox"/> Septic System/Leach Field | <input type="checkbox"/> Foundation | <input type="checkbox"/> Utility Poles |
| <input type="checkbox"/> Swimming Pool | <input type="checkbox"/> Drainage Tiles | <input type="checkbox"/> Property Pins | <input type="checkbox"/> Ponds |
| <input type="checkbox"/> Buildings | <input type="checkbox"/> Buried Lines/Pipes | <input type="checkbox"/> Other: | |

Ingress/Egress _____

Notes/Comments _____



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

3.13

Sue Lisio, *Chairman*

Robert Plamondon, *Vice-Chairman*

Colin McNabb, *Clerk*

Andrew J. Sheehan,
Town Administrator

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

ADMINISTRATION OF WORTHY FUNDS

SELECTMEN'S POLICY #2014-01

Adopted _____, 2014

Introduction: The Town holds a number of trust funds the proceeds of which are to aid the Town's poor and worthy (the "worthy funds"). Residents facing financial hardship may apply to the Town for assistance from such worthy funds. Requests for assistance shall be administered in accordance with this policy.

A three-person review team is hereby established to consider requests for financial assistance from the worthy funds. Said review team shall be comprised of:

- One member of the Board of Selectmen
- One member of the Abram S. French Fund Committee
- The Town Administrator or designee

Upon receipt of a request for assistance the review team shall be convened. The review team, collectively or individually, shall undertake such investigation as it deems necessary to determine the merit of the request. The review team shall make a determination of such request and may approve in full, approve in part, or reject the request.

If the review team approves in full or approves in part it shall identify the fund from which the disbursement will be made and it shall cause a warrant to be processed for payment.