



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

Sue Lisio, *Chairman*

Colin McNabb, *Vice-Chairman*

Carolyn Smart, *Clerk*

Andrew J. Sheehan,
Town Administrator

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

SELECTMEN'S MEETING AGENDA
JULY 15, 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 Approval of meeting minutes:

II APPOINTMENTS AND HEARINGS

None

III MEETING BUSINESS

- 3.1 Review and approve request from Recreation Commission to increase the revolving fund spending authorization. Votes may be taken.
- 3.2 Review and approve one year extension of Agreement for Government Access Television and Related Services with Radio Engineering Associates. Votes may be taken.
- 3.3 Review request of Fire Chief Mark Boynton to create new position(s) of Fire Department Mechanic. Votes may be taken.
- 3.4 Review and approve chapter 90 Project Request from Ed Kukkula, Highway Superintendent, in the amount of \$20,000 to reclaim and pave the entire length of Spaulding Street. Votes may be taken.
- 3.5 Review and approve chapter 90 Project Request from Ed Kukkula, Highway Superintendent, in the amount of \$38,800 to prepare data collection, field survey, base plan, preliminary design, environmental permitting assistance, final design and bidding assistance for the removal of the existing 36" culverts and replace with a new culvert at Old Meeting House Road. Votes may be taken.
- 3.6 Review and discuss correspondence from the Water Department regarding transfer of Water collections from the Water Department to the Town Collector. Votes may be taken.
- 3.7 Vote to confirm and disclose the memorandum of agreement with the Telecommunications Union. Votes may be taken.
- 3.8 Review and sign contract for the SCADA system for the Water Department. Votes may be taken.
- 3.9 Review and discuss alternative gas pipeline route proposed by Beaver Brook Association and review draft correspondence. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

- 4.1 Vote to reappoint Carrin Cullota to the Meeting Hall Gallery Committee for a term from July 1, 2014 to June 30, 2016. Votes may be taken.

- 4.2 Vote to appoint John DeAngelillo to the Fire-EMS Headquarters Building Committee. Votes may be taken.

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.

3.2

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

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

ARTICLE 1: SCOPE OF WORK:

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

ARTICLE 2: TIME OF PERFORMANCE:

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

ARTICLE 3: COMPENSATION:

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

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INSURANCE:

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

General Liability

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

20-3475234
Social Security Number or
Federal Identification Number

Radio Engineering Associates, Inc
Signature of Individual or
Corporate Name

By: [Signature]
Corporate Officer
(if applicable)

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

CONTRACTOR

By:

[Signature]

Stephen R. Cloutier, President

Printed Name and Title

TOWN OF TOWNSEND

By its Board of Selectmen:

[Signature]

Sue Lisio, Chairman

[Signature]

Robert Plamondon, Vice Chairman

[Signature]

Colin McNabb, Clerk

7/2/13
Date

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

I. Overall Scope and Requirements

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

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

II. Support and Maintenance Availability

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

III. Other

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



Chapter 90 Project Request

3.4

Classification:
Primary Road XX
Local Road

Chapter 90
INTF00002007
S00 51002
\$20,000.00

City/Town Townsend
Location(s) Spaulding Street
Length: 3,432 Feet Width: 27' Feet

Project Type: Construction X Resurfacing X Engineering
Equipment Other:

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

Surface: 1.5"
Base Course: 2.0"
Foundation:
Shoulders/Sidewalks:

SCOPE OF WORK:
Reclaim and pave entire length of Spaulding Street. The town is providing \$150,000.00 to assist with construction but another \$20,000 is required to complete the work.

Work to be done: Force Account Advertised Contract XX Other:

Estimated Cost (Attach estimate and list funding sources) \$ 20,000.00
*These funds will pay 100% of Local Road Project costs to the limit of this assignment.

CERTIFICATION

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

Prepared and reviewed by:
Signed
State Aid Engineer - Date
Road Classification Verified
Approved for \$ @ 100 %
District Highway Director Date

Signed
duly authorized
Date:



Chapter 90 Environmental Punch List

City/Town: Townsend Mass. Highway District No. 3
Proposed Work: Reclaim and pave entire length of Spaulding Street.


Construction Resurfacing Improvement _____ Engineering _____ Other _____

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

- 1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes No
- 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes No
- 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes No
- 4. Will more than 300 ft. of stone wall be removed or altered? Yes No
- 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes No
- 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes No
- 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes No
- 8. Have all necessary takings, easements, rights of entry, etc. been completed?
If a county Hearing is required, it must be held prior to starting work Yes No
- 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated?* Yes No
- 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? *
If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. Yes No
- 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.*
* See Appendix K for a List of Environmental Agencies. Yes No

Validation

It is recognized that the purpose of this information is to assist the Massachusetts Highway Department in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by Mass. Highway on the basis of this information shall not legally or financially obligate Mass. Highway to support or defend the municipality, and the municipality shall save harmless Mass. Highway for any action.

Authorized Municipal Official(s)	Reviewed and Approved for Transmittal by:
	 _____ Signatures
	<u>Superintendent</u> _____ Highway or Conservation Officer's Title Date
	Date: 07/07/14
Signatures	
Date:	

This form should be submitted in duplicate with original signatures to the Mass. Highway District Office.
This form should accompany the Project Request Form.

Spaulding Street

Cost Estimate for Reclaiming and Resurfacing

$3432' \times 27'/9 = 10,296 \text{ SY}$

Reclaiming: $10,296 \text{ SY} \times \$1.98/\text{SY} =$ \$ 20,386.00

Resurfacing: $10,296 \text{ SY} \times 0.21 = 2162 \text{ TNS}$

$2162 \text{ TNS} \times \$67.47 =$ \$145,881.00

Misc. Asphalt $50 \text{ TNS} \times \$65.00/\text{TN} =$ \$ 3,250.00

Graded base: $20 \text{ TNS} \times \$20.00/\text{TN} =$ \$ 400.00

TOTAL COST \$169,917.00



Chapter 90 Project Request

3.5

Classification:
Primary Road XX
Local Road

Chapter 90
INTF00002007
S00 51002
\$38,800.00

City/Town Townsend
Location(s) Old Meetinghouse Road
Length: 500 Feet Width: 30' Feet

Project Type: Construction Resurfacing Engineering XX
Equipment Other:

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

Surface:
Base Course:
Foundation:
Shoulders/Sidewalks:

SCOPE OF WORK:

Prepare dat collection, field survey, base plan, preliminary design, environmental permitting assistance, final design and bidding assistance for the removal of existing 36" steel culverts and replace with a new culvert.

Work to be done: Force Account Advertised Contract Other: XX

Estimated Cost (Attach estimate and list funding sources) \$ 38,800.00

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

CERTIFICATION

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

Prepared and reviewed by:
Signed
State Aid Engineer - Date
Road Classification Verified
Approved for \$ @ 100 %
District Highway Director Date

Signed
duly authorized
Date:



Chapter 90 Environmental Punch List

City/Town: Townsend Mass. Highway District No. 3
Proposed Work: Replace existing culverts on Old Meetinghouse Road.

Construction _____ Resurfacing _____ Improvement _____ Engineering XX Other _____

NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

- 1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes No
- 2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes No
- 3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes No
- 4. Will more than 300 ft. of stone wall be removed or altered? Yes No
- 5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes No
- 6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)?
If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).* Yes No
- 7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)?
If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls. Yes No
- 8. Have all necessary takings, easements, rights of entry, etc. been completed?
If a county Hearing is required, it must be held prior to starting work Yes No
- 9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated?* Yes No
- 10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? *
If your answer is YES, you must file the project with your local Conservation Commission prior to starting work. Yes No
- 11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.*
* See Appendix K for a List of Environmental Agencies. Yes No

Validation

It is recognized that the purpose of this information is to assist the Massachusetts Highway Department in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by Mass. Highway on the basis of this information shall not legally or financially obligate Mass. Highway to support or defend the municipality, and the municipality shall save harmless Mass. Highway for any action.

Authorized Municipal Official(s)	Reviewed and Approved for Transmittal by:  _____ Signatures
	 _____ Highway or Conservation Officer's Title Date
	Date: 07/07/14
Signatures	
Date:	

This form should be submitted in duplicate with original signatures to the Mass. Highway District Office.
This form should accompany the Project Request Form.

April 14, 2014

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

**Re: Double Culvert Replacement
Old Meetinghouse road
Townsend, MA**

Dear Mr. Kukkula:

After several site visits it is clear that the twin 36" CMP culverts on Old Meetinghouse Road, off of South Row are in tough shape and in danger of failing. The pipe itself has degraded over time and is being held together by the headwall on both ends. The pipe railings on both sides are almost nonexistent and need replacement in order to adequately perform a safety feature for pedestrians and vehicles. We understand that one of the most complicated parts of the project will be the management of traffic for the three residences on the north side of the culverts. If we do a full depth cut and cover removal we would need to shut down the road and unfortunately it is the only form of access/egress to the properties for the residents and safety vehicles and personnel.

As discussed in the field we may be able to line the existing culverts to minimize the amount of excavation and to avoid lengthy closing of the roadway. When we do this the capacity of the two pipes will be slightly diminished and a third smaller pipe may need to be designed into the culvert location to pick up the larger storm events as the water level rises to match the pre and post flows from one side of the culvert to the other. This will be required to avoid flooding upstream from the minimized pipe capacity. This will only work however if both pipe sections are completely intact and neither has collapsed.

We will perform the following specific scope of work to satisfy Town objectives established for this project that will result in a set of plans (with specifications included) and an engineer's estimate suitable for bidding, contract award, and construction by the Town:

Task 1: Data Collection, Field Survey, and Base Plans

The initial phase of the work will consist of a construction level topographic field survey, site investigations, and data collection that will culminate in a complete and comprehensive inventory of existing physical features within the project limits. All available plan and record information pertaining to utilities and other relevant data will be collected and reviewed. Although we believe the existing culvert is within the existing layout, all available right-of-way plans and street layouts will be gathered from the Town at this stage to confirm/verify that this is in fact the case. This information will be added to the plans directly for comparison purposes. No property line survey or right of way research or staking will be performed under this contract. The datum to be utilized for construction of the proposed culvert replacement will be an

assumed elevation and will not be tied into the NGVD or State Plane Datum. All elevations will be relative to the culvert replacement plans.

The initial phase of work will also include completion of a comprehensive wetland and resource area delineation within the project limits. This information will be compiled, confirmed, and located using standard survey methods for inclusion on the base plan.

Habitat evaluations and natural community surveys will be compiled based on existing available habitat mapping only.

During site investigations, the wetlands, existing stream path, riverfront zones, buffer zones, and areas that are considered jurisdictional by state wetland regulations, as well as the local wetland by-laws overseen by Townsend, will be identified and incorporated into the base plan. As this project is a maintenance project we will provide designs that will quickly and efficiently replace the twin culverts while minimizing the adverse effects on the surrounding resource areas. Details will be developed for erosion and sediment control during construction.

A survey traverse base line will be developed along the Road for stationing of the construction elements and cross-sectional topographic information. Cross-sectional information will be provided at appropriate intervals and will include the centerline, edge of pavement, top of slope and appropriate information required to design the system properly.

Vertical control will be established within the project limits based on our assumed datum. The field survey will be performed by the use of state-of-the-art electronic field equipment and plotted by means of our in-house CADD systems.

The base plan will show all streets, curbs, culvert location with sizes and inverts and other at- or above-ground elements within the project area including underground utility information (based on available record information only), such as drainage, water, gas, and the like. The base plan will also include existing features such as riverbank, BVW, LUW, existing stream path and the like.

Task 2: Preliminary Design

Preliminary Design plans will be prepared to give the Town a view of the proposed culvert removal and how it relates to environmental impact and associated permitting issues. A construction schedule and schematic level estimate of construction costs will be prepared to allow the Town to evaluate the degree with which the project will be undertaken.

Based on observed field conditions of the culvert, double CMP Pipe culvert badly deteriorated with possible collapsed sections based on the settlement in the roadway over the culverts and almost nonexistent pipe railings on the stone headwalls, it is likely that the culverts will be unable to be lined. Further, due to the water level in the channel and in the pipes it will be difficult to inspect the inside of the pipes. Therefore, we are recommending replacement of the double culverts with a one unit culvert, whether steel or aluminum plate or precast concrete. The culvert will be designed to have the ability for headwalls and a vehicle barrier to be attached to the culvert for ease of construction and to minimize the time the roadway must be closed to traffic. We will first prepare a price comparison of several alternatives for the Town to review for price versus ease of installation versus longevity.

Unfortunately in this scenario the roadway will need to be closed to perform the reconstruction work required. On the other hand a single unit structure installed to closely match the current cross sectional area of the two 36" pipes will not be overly large and can probably be installed in two to three days. If steel sheeting is driven on the outside limits of the new structure it will enable the Contractor to install steel plates (8'x10') to span the excavation at the end of each day for local resident access and will act as a deterrent to trench collapse during construction. In this manner the excavation and installation of the new structure can be done relatively quickly and keep the inconvenience of the local residents to a minimum.

In order to remove and reconstruct the new structure the Contractor will need to cofferdam the flow of water from the stream and bypass pump it over the road to be able to perform the work in the dry. It is suggested that this work be attempted during the low flow time of year, July or August, when the flow will be less of a problem.

It is further proposed to increase the elevation of the roadway at this time to minimize the current flooding instances during moderate storm events. During moderate storm events the stream overtops the roadway rendering it impassable for local residents on the other side of the culverts. This land locks the residents and creates a problem for emergency vehicles to enter during an emergency situation. The roadway elevations will be designed to work in concert with the proposed culvert system to allow the roadway to remain dry and keep the level of the stream to the same relative elevation as before the reconstruction project. We will perform a hydraulic analysis to be modeled for appropriate storm events to determine the capacity of the drainage elements and to ensure the pre and post construction hydraulics are very similar. The size of any proposed drainage structures will be such as to avoid upstream or downstream flooding occurrences that are not currently experienced based on the hydraulic analysis.

We will develop temporary erosion control plans and details identifying areas for improvement and protection during construction. Permanent erosion control methods, if required, may include erosion control matting, geocell, riprap, and even biodegradable slope stabilizers such as jute mesh. As part of the design we will document, evaluate, and recommend solutions to address existing erosion or drainage issues and avoid further damage.

A SWPPP plan will be incorporated into all wetland permits as recommended by the DEP. This plan will provide specific details of all construction and post-construction erosion and sediment control BMPs.

We will develop a construction Sequence Plan and a Temporary Traffic Management Plan (TMP) for use during construction. The construction operations will be phased based on the final construction option required. The construction Sequence Plan will be established as a guide to the contractor in the successful construction of the project within the allotted time frame. A meeting will be held with the contractor to determine if he has an alternate method of phasing the project to better fit his means of construction to fit within the July to August window of construction opportunity. Each TMP will be reviewed with the Town DPW and Police to gain consensus on the methodology.

Task 3: Environmental Permitting Assistance

We will assist the Town in their obtaining the environmental permits required for this project. As previously stated, due to the stream and other outstanding resource areas, it will be necessary to permit this project. First, we will identify, flag, and survey existing wetlands, for inclusion in the base plans. Second, we will coordinate with the Townsend Conservation Agent through site visits and preliminary meetings

throughout the design process in order to identify and mitigate potential temporary and/or permanent impacts to any outstanding resource areas. Third, we will submit documentation to the Town for submission to the Conservation Commission to identify any impacts to rare or endangered species habitat and suitable for the Town to utilize in preparation of the necessary Notice of Intent (NOI) documentation and application to the Conservation Commission and the MADEP, to obtain an Order of Conditions. We do not intend on attending any meetings/hearings with the Conservation Commission at this time.

Task 4: Final Design/Construction Documents

Upon approval, acceptance or modification of the Preliminary Design Plans by the Town we will prepare and submit Final Design Plans and Contract Documents consisting of the following:

- Plans and Profiles
- Typical Sections and Details
- Survey Control & Construction Baseline Tie Plans
- Construction Plans with Grading and Layout Information
- Permanent and/or Temporary Traffic Management Plans and Details
- Structural Drawings & Details (Culvert Sections, headwall, railing attach, etc)
- Environmental Permitting Documentation
- Special Provisions to the Standard Specifications in MassDOT format
- Itemized Construction Estimate
- Edited Town front end materials and Bid Books for Contractor Bidding

Task 5: Bidding Services/Limited Construction Services

We will assist the Town in advertising, bidding and award of this project as follows:

- Assist the Town to prepare addenda and respond to questions and requests for information
- Review Contractor bids, evaluate high/low unit prices, and recommend award
- Attendance and coordination during the Pre-bid and Pre-Construction Meetings
- Review of shop drawings
- Review and management of Contractor Change Orders
- Periodic sight inspections and progress meetings during construction (Assume 16 Hrs)
- Construction Change Orders
- Coordination/Consultation

Design Schedule

We propose to complete Tasks 1-4 above, barring any unforeseen circumstances, in approximately four (4) weeks.

Fee Proposal

We estimate the Total Not-to-Exceed Lump Sum (without written authorization) Fee for the above Scope of Work to be **\$38,800** including all labor and expenses, broken down by each task as follows:

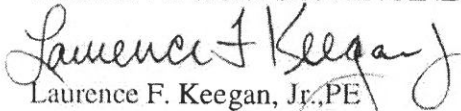
Task Description	Fee
Task 1- Data Collection, Field Survey, Base Plans	\$ 4,300
Task 2- Preliminary Design	\$ 9,200
Task 3- Environmental Permitting Assistance	\$ 5,500
Task 4- Final Design/Construction Documents	\$ 9,600
Task 5- Bidding/Construction Services	\$10,200
Total	\$38,800

Weston & Sampson will initiate work under the Scope of Work following written acceptance by the Town. *Only those phases approved will be initiated and we are willing to negotiate any and all phases.*

We look forward to continuing our relationship with the Town of Townsend, and we welcome the opportunity to further discuss this project with you. Please contact myself directly at (978) 532-1900 if you have any questions or require additional information regarding our qualifications. If you are in agreement with this proposal please sign below as our Notice to Proceed (NTP). We will follow the NTP with a Contract in the Town format for signatures of all parties.

Very Truly Yours,

WESTON & SAMPSON ENGINEERS, INC.


Laurence F. Keegan, Jr., PE
Team Leader

NOTICE TO PROCEED

For: Town of Townsend

By: _____
DATE

Level of Effort and Cost Table

Weston & Sampson

4/14/2014

TOWNSEND/CULVERT REPLACEMENT PROJECT

TASK NO.	TASK DESCRIPTION	Person-Hours										Billing Costs						
		LFK PM	RAC Sr	RKP PR	SFB PR	SRA SR	AKP HYDRO	TOTAL HOURS	EXPENSES	SUB-CONSULT.	TOTAL COST							
1	DATA COLLECTION, FIELD SURVEY, BASE PLANS																	
1.1	FIELD SURVEY		1									1	\$2,000.00				\$2,214.62	
1.2	UTILITY INFO				4						4						\$454.80	
1.3	ROW, PROP LINE, OWNERS (ASSESSORS)				4						4						\$454.80	
1.4	BASE PLAN PREPARATION				8						8	\$75.00					\$1,064.78	
2	PRELIMINARY DESIGN																	
2.1	METHOD OF REPLACEMENT ANALYSIS		1								2						\$394.23	
2.2	PRELIMINARY DESIGN BASED ON ANALYSIS		1		16						17	\$75.00					\$2,269.19	
2.3	SCHEDULE		1								2						\$394.23	
2.4	PRELDES LEVEL CONST COST ESTIMATE		1		4						8						\$1,174.05	
2.5	HYDRAULICS									4	16						\$2,509.70	
2.6	STRUCTURAL									16	17						\$2,459.02	
3	ENVIRONMENTAL PERMITTING ASSISTANCE																	
3.1	WETLANDS FLAGGING		1								1	\$500.00					\$714.62	
3.2	ENDANGERED SPECIES ANALYSIS				2						2						\$247.45	
3.3	CON AGENT MEETINGS (NO NOI MTGS INCLUDED)		4								4	\$150.00					\$1,008.47	
3.4	NOI BACKUP INFORMATION AND FORM		2							2	24						\$3,482.06	
4	FINAL DESIGN/CONSTRUCTION DOCUMENTS																	
4.1	SITE/CIVIL PLANS/DETAILS		2		16						4						\$2,858.30	
4.2	STRUCTURAL PLANS/DETAILS			2						16	18						\$2,638.63	
4.3	SPECIFICATIONS (MassDOT TYPE)		2		4					4	11						\$1,673.56	
4.4	FINAL DESIGN LEVEL COST ESTIMATE (CALC BOOK)		1		6					4	14	\$500.00					\$2,453.87	
5	BIDDING/CONSTRUCTION SERVICES																	
5.1	ASSISTANCE DURING BID PERIOD		4								4						\$658.47	
5.2	REVIEW BIDS/RECOMMEND LOW BIDDER		4								4						\$658.47	
5.3	REVIEW SHOP DRAWINGS				15					15	30						\$3,992.79	
5.4	PERIODIC SITE VISITS		4		6					8	24	\$750.00					\$4,456.41	
TOTALS		29	12	89	65	6	44				245	\$4,050.00					\$38,712.73	
LABOR BILLINGS PER STAFF MEMBER		\$6,224	\$2,155	\$11,011	\$9,260	\$1,066	\$4,944											

\$4,269.19

\$9,200.41

\$5,452.60

\$9,624.39

\$10,166.15

\$38,712.73

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated [insert date] is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgement. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON'S services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON'S officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not

- be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site.
6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
 7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
 - a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
 - c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
 - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
 8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.
 9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.

10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.
11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.
12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.
14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.
15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.
16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.
17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
18. The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this

Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

Approved by:

OWNER Name

Signature Date

Printed Name and Title

Document2



TOWNSEND WATER DEPARTMENT
540 Main Street West Townsend, Massachusetts 01474

Rec'd 6/27/14

3.6

Niles Busler, Chairman
Paul L. Rafuse,
Water Superintendent

Michael MacEachern, Vice Chairman

Nathan Mattila, Clerk
(978) 597-2212
Fax (978) 597-5611

June 27, 2014

Board of Selectmen
Memorial Hall
272 Main Street
Townsend, MA 01469

Re: Material Weakness in Auditors Management Letter Re: Water Collections

To The Honorable Board of Selectmen;

This is to inform you that at their meeting held on June 9, 2014 the Board of Water Commissioners discussed your request to inform the Board by August as to the Commissioners intentions to comply with the Auditor's Management Letter and the Department of Revenue (DOR) regarding transferring water collections to the Tax Collector "Collector".

As a result of their discussion the Commissioners agreed and voted to transfer collections to the "Collectors" office and utilize the lockbox service provided by Century Bank contingent upon a proposed "Charge Back" fee the Town would charge the Water Department that would be agreeable between both the Board of Water Commissioners and the Board of Selectmen. For your convenience and information I have enclosed a proposed annual fee for lockbox services from Eastern Bank and Century Bank. For comparison purposes I requested quotes for 75% participation or 1,500 of our 2,000 accounts.

At your earliest convenience please provide me with a proposed total fee if any, the Town would charge the Water Department to utilize the service through the "Collector's" office for the Commissioners review. Upon approval of the fee after the Commissioners review please have the Town Administrator contact me to schedule a meeting between myself, my Office Administrator, the Town Administrator and, the Bank Representative to work out and discuss the set up details. Thank you for your time and consideration.

Sincerely,

Paul Rafuse, Superintendent
Townsend Water Department

pr
enclosures

CENTURY BANK LOCKBOX SERVICES FEE SCHEDULE TOWN OF TOWNSEND

Cost Estimates are based upon 75% participation or 1,500 accounts billed quarterly = 6,000 accts./yr.

A. Lockbox-Basic Services		
Items Processed	\$ 0.12/remittance processed	6,000 x \$0.12 = \$720.00
Non-processable Items	\$ 0.07/document returned	Approx. 3% (180) = \$12.60
Transmission Output	\$50.00/month	Done Qtrly. = \$200.00
PO Box Rental	@ Cost (annual charge)	In Town of Reading = \$150.00
Lockbox Postage	@ Cost (monthly charge)	N/C
Lockbox Programming Fee	@ Cost (billed at \$75/hour)	1 time fee (can be spread out in pymts.) Est. @ = \$400.00

Initial implementation charges will be waived.

Rejected Remittance Charges:

<3% monthly volume	No Charge	}	No Charge
3%—9.9% monthly volume	\$0.05 per remittance-processed		
10%—and-over monthly volume	\$0.10 per remittance-processed		
20%—and-over monthly volume	\$0.10 per remittance-plus-\$100 surcharge.		

B. Lockbox-Optional Services

Web Inquiry Maintenance	\$50.00/month	x 12 = \$600.00	
CD ROM	\$20.00/CD	x 12 = \$240.00	
Check Only Look-ups	\$ 0.50/check	}	To be determined. This is for payments received with checks only (no receipt). Bank would have to "look up" or research for customers unless we authorize billing company to provide Century Bank a copy of our accts. Receivable file. Then all these associated fees may be waived.
Check Only Data Entry	\$ 0.35/check		
Deposit Only with Image	\$ 0.25/check		
Account Maintenance	\$15.00/month	x 12 = \$180.00	

C. Banking Services

Per Check Deposited	\$ 1.00/deposit	Per week estimated @ \$100.00
Returned Item Re-deposited	\$ 0.05/item	6,000 x \$0.05 = \$300.00
Returned Item Chargeback	\$ 2.00/item	1 st time redeposit for insufficient funds
Wire Transfers (Repelitive)	\$10.00/item	2 nd time deposit for insufficient funds
	\$10.00/wire	Charged to customer
		This should be born by the Town as they (Tax Collector/Town Accountant) would be initiating transfer.

TOTAL ANNUAL FEE IN RED \$2,902.60

Peter R. Castiglia
Senior Vice President
Institutional and Government Banking Services
Century Bank
400 Mystic Avenue
Medford, MA 02155
Tel: 781-393-4041
Email: pcastiglia@centurybank.com

*Note: Information provided per discussion with Brian Feeney, Executive Vice President
Institutional Services/Government Banking Century Bank*



**Town of Townsend Water Department
Lockbox Processing Pricing**

<u>Service</u>	<u>Quarterly Est. Qty.</u>	<u>Unit Cost</u>	<u>Quarterly Fee</u>	<u>Total Annual Cost</u>
Lockbox Services				
Initial Set-up Fee	1	\$ -		No Charge
Monthly Maintenance	3	\$ 75.00	\$ 225.00	\$ 900.00
Remittances Processed*	1,500	\$ 0.05	\$ 75.00	\$ 300.00
Checks Processed*	1,500	\$ 0.05	\$ 75.00	\$ 300.00
Unprocessable per item fee	9	\$ 0.15	\$ 1.35	\$ 5.40
Total Lockbox Fees			\$ 376.35	\$ 1,505.40

Lockbox Services (optional - not included in total cost below)				
Mail Courier Fee**		At Cost - see below		At Cost
Web Inquiry Fee	3	\$ 100.00	\$ 300.00	\$ 1,200.00
Monthly CD Rom Fee (Data & Images)	3	\$ 20.00	\$ 60.00	\$ 240.00
Daily Email Report(s) Fee per report	21	\$ 1.00	\$ 21.00	\$ 84.00

Banking Services				
Monthly Maintenance	1	\$ -	\$ -	No Charge
Per Deposit Fee	21	\$ -	\$ -	No Charge
Per Check Deposit Fee	300	\$ -	\$ -	No Charge
Re-Deposited Returned Check		\$ -	\$ -	No Charge
Returned Deposited Items		\$ -	\$ -	No Charge
Wire Transfer		\$ -	\$ -	No Charge
Total Banking Services Fees			\$ -	No Charge

Annual Fees				
P.O. Box Rental Fee - at cost as determined by the USPS/subject to change	1	\$ 1,400.00		\$ 1,400.00
Total Annual Fees with PO Box Rental (does not include optional costs)				\$ 2,905.40

Assumptions TOTAL ANNUAL FEE w/OPTIONAL SERVICES \$4,429.40

* Monthly remittance and check volumes are based on the volume of 300 items per month.

** Mail courier fees at cost. This fee is for any exceptions or unprocessables that are to be returned to the Water Dept on a daily/regular basis via USPS.

Submitted by: Heather Tittmann, CTP, Vice President / Government Banking - Eastern Bank
Date: December 9, 2013

As a result of this new schedule, bargaining unit members will continue to earn vacation, personal, sick, and bereavement time, (days) as otherwise spelled out in the current collective bargaining agreement. All accumulated time will be calculated in hours rather than shift/days. Sick time earned will be 1 ¼ days per month (10 hrs). Vacation time will be number of days broken down into hours (Example 5 days equal 40 hrs), Days for bereavement will also be broken down into hours (Example 4 days equals 32 hours), Personal days will be broken down into hours (Example 4 days equals 32 hours). (Art 11.01, 11.06, 11.07, 12.01, 13.01, 13.02, 13.03, 13.06, 20.01, 20.02, 21-01, 21-02, 21-03, 21-04, 21-05).

Bargaining unit members are occasionally required to attend training on site or off site. Bargaining unit members shall work the balance of the shift; otherwise the balance of the shift shall be charged as either vacation or personal time. A bargaining unit member utilizing a portion of their scheduled shift for the purposes of training or other obligation will have the option of working the balance of their scheduled shift or may take this time with vacation or personal hours.

If a holiday falls within the vacation period of the employee, he/she shall receive an additional 8 hours of vacation (14.05).

Salary Schedule beginning 7/1/14 through 6/30/15 will be as follows and shall supersede any other compensation language previously agreed to:

Senior Telecommunicator	\$22.64
“Shift A” Telecommunicator	\$19.36
“Shift B” Telecommunicator	\$20.11

Employees will receive their own rate of pay based on their own FLSA overtime rate regardless of which shift they work (15.01).

Except as specified herein, all terms and conditions of employment set forth in the agreement for the period July 1, 2013 through June 30, 2016 shall remain in full force and effect.

The terms specified herein will become a temporary side agreement effective July 1, 2014 through June 30, 2015. Unless the parties mutually agree to extend this memorandum beyond June 30, 2015 this agreement shall expire by its own terms and be of no further force or effect.

Should both parties agree to extend this agreement past the expiration date, the language as agreed will be incorporated within the entire collective bargaining agreement between the Town and the Union.

The decision on whether or not to extend this agreement will be made 30 days prior to its expiration.

For the Union

For the Town of Townsend

Board of Selectmen

Celia

Rebecca Brennan

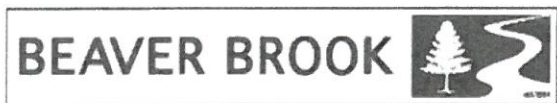
Jim Fin

Debra D., AFSCME Council 93

Colin Upmarch

Casper Smart

July 1
Dated: ~~June~~ _____, 2014



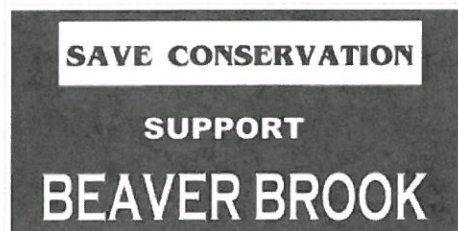
Dedicated to Environmental Education & Natural Resources



Beaver Brook Association > Environmental Education > Beaver Brook Action on Pipeline

Beaver Brook Action on Pipeline

by Celeste Barr on July 7, 2014



July 9th - Pipeline Update

At public meetings Monday evening in both Hollis and Brookline, Beaver Brook continued its efforts to fight the deliberate targeting of conservation land for pipeline construction.

At the meetings of the Brookline Selectboard and the Hollis Board of Selectmen Beaver Brook representatives shared with attendees three alternate routes investigated

and proposed by Tri-Mont Engineering, the company hired by Beaver Brook to seek viable route options that as much as possible avoid conservation lands and follow highways or existing rights of way. We presented a map showing the Tri-Mont-generated alternative routes, as well as the original route Kinder Morgan has proposed through Beaver Brook. That map can also be viewed on the Beaver Brook website, www.beaverbrook.org.

A follow-up meeting in Hollis (Monday, July 14th) and another in Brookline (Monday, July 21st) will allow citizens to offer comments to their respective boards of selectmen. Additional informational meetings are also being scheduled in other affected towns.

In the wake of the meetings we are heartened by the support Beaver Brook has received for our efforts to prevent the deliberate targeting of Beaver Brook holdings and other conservation lands for construction of utility infrastructure. Conservation lands have been donated and purchased in the public interest specifically to safeguard them from development. Beaver Brook took the additional step through our "Beaver Brook Forever" campaign to raise funds necessary to complete the costly process of placing conservation easements on our land as another layer of protection for the five decades of work that has gone into assembling such a large area of contiguous land. To deliberately target protected properties for pipeline construction betrays their core intent and purpose and violates the public trust.

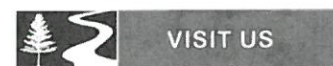
Beaver Brook didn't just happen. It is the product of fifty years of real people donating time, money and property for a purpose important to them and their families. We not only have both a Board of Trustees and a Board of Members of the Corporation protecting our holdings, we have added additional easements and protections that specifically prohibit actions such as those being proposed. Even if those protections are not invulnerable to eminent domain and similar legal weaponry, we hope they will be morally sufficient. We feel that a 1.2 mile long fifty-foot wide permanently-cleared right of way slashing through Beaver Brook against the wishes of Beaver Brook Association and of the community is both wrong and—as engineers have shown—unnecessary.

While the decision of where any approved pipeline gets sited is now and always has been ultimately in the hands of the pipeline construction company and the Federal Energy Regulatory Commission, there is still more that we can do. Such decisions do not happen in a vacuum. Our public officials and numerous boards at the state level have a say. And public opinion matters—your voice matters.

It's common for pipeline and similar companies to dismiss protest as just inevitable NIMBY (Not in My Back Yard) noise that should be ignored in the public interest. But that's not what we're saying. We are saying that if efforts to wrongly exploit hard-won conservation properties as fat, easy targets for utility and other infrastructure projects succeed this time, then it will happen over and over. That can't happen. Public officials need to hear our message. Utility infrastructure should be built out only if it is necessary and in the public interest. When they are built, routes must avoid the use of conservation lands where possible and take maximum advantage of already-existing rail, highway and similar rights of way for any pipeline.

Elected and appointed officials at the local, state, and federal level must ensure that if pipelines need to be sited, they are sited properly. Your voice matters to them. Please let them know that this matters to you.

July 7 - Update



WHAT'S NEW OUTSIDE

[Beaver Brook Action on Pipeline](#)

[Celebrating 50 Years of Environmental Stewardship!](#)

[Enjoy a fun movie of Summer Camp!](#)

Beaver Brook Association, Inc. (BBA) is a GuideStar Exchange Silver Participant



Want to learn more about the GuideStar Exchange? [Click here](#)

Beaver Brook has easements on all of its land. These easements do not allow for utilities to come across its lands. So in order to legally protect the lands from the gas pipeline Beaver Brook decided to hire TRI-MONT engineering to help define alternate routes that try to avoid all conservation land and use as many Rights-Of-Way as possible. Since all three alternatives accomplish these goals, Beaver Brook does not advocate for one route over another. Please contact your local, state, and federal government officials to let them know that you would like to see an route that does not cross conservation land and uses rights-of-way.



Pipeline Update – July 3, 2014
Engineers Suggest Alternate Routes For Gas Pipeline – Details To Be Shared Monday, July 7th

Tri-Mont Engineering Co., the firm hired by Beaver Brook Association to seek alternative routes for the proposed gas pipeline has suggested three of them and their representatives have met with engineers of Kinder Morgan to discuss their feasibility. In keeping with our belief that public and transportation rights of way and utility corridors should be considered as pipeline siting first, Tri-Mont assures us that each of these potential alternative routes avoids not only Beaver Brook conservation lands, but minimizes impact to all conservation lands in the area. It will ultimately be up to the construction firm to decide whether they will select any of the routes presented or stick with their originally proposed one through Beaver Brook property. Representatives of Beaver Brook will be sharing these alternative routes with those communities potentially impacted. Beaver

Brook will present at the Hollis Board of Selectmen's meeting in the Community Room on Monday, July 7th at 7 pm and at the Brookline Selectboard's meeting in the Town Hall Meeting Room on Monday, July 7th at 6:30 pm. Public comments will be heard at the following week's meeting (July 14th) of the Hollis Board of Selectmen. Additional meetings with other communities have been requested or confirmed for the coming weeks.

Webmaster :: Cheetah Design Studio

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Regardless of what pipeline routing decision is made the trustees and staff of Beaver Brook Association extend sincere thanks to all those who have supported our efforts to protect the easements on the conservation lands we all hold so dear.

June 3

Lawn signs supporting Beaver Brook's efforts to re-route the proposed natural gas pipeline are now available. With a donation of \$30 or more to the Beaver Brook Pipeline Defense Fund we will reserve your "Protect Conservation support Beaver Brook" sign for you to pick up during normal business hours (9 am - 3 pm, M-F) at our Maple Hill Farm office. Those who have already made a donation to the fund may also pick up their sign. Watch your email for updates of Beaver Brook's position and activities regarding the pipeline. Contact our office at 603-465-7787 if you would like to be added to our email distribution list.

May 21, 2014 Update. The volunteer trustees of Beaver Brook Association take very seriously their legal and fiduciary responsibilities to protect the properties that have been entrusted to them over the last half century and we are committed to keeping you informed of what we are doing to re-route any pipeline that threatens the land on which conservation easements have so recently been completed.

Thank you to all of the people who have communicated their support of Beaver Brook's opposition to the proposed site of the Northeast Expansion Project pipeline and to those who have donated to the Beaver Brook Pipeline Defense Fund. In first defending its own conservation easements Beaver Brook continues to oppose the targeting of any conservation land as the presumed path of least resistance. While large tracts of conservation land in common ownership may be enticing for pipeline construction companies their permanent alteration for that purpose is not in the public's best interest. In fact it may be diametrically opposite the intention of those who spent years of effort and resources to place the land in conservation in the first place. Other routes including utility and transportation rights of way, rail lines (abandoned or active), etc. should be thoroughly investigated and would not permanently alter conservation land nor intrude on individual property. These alternatives are perhaps more complicated to construct and done so at a higher cost, but it is burden that is worthy of enduring for the greater good. Our elected officials should encourage the New Hampshire Energy Facility Site Evaluation Committee (NHEFSEC) to consider the alternatives.

Here is what's been done to date:

- Beaver Brook has contracted an attorney who specializes in environmental law to represent our interests in keeping the pipeline from our properties which are protected from development by conservation easements.
- We have learned that only professionals can propose an alternate route that government will listen to and so we have hired an engineer who has experience in seeking out and proposing alternate routes using as many existing rights of way as possible, thereby avoiding conservation land.
- Representatives of Beaver Brook have met with the Selectman of the Town of Hollis to share information and to keep them apprised of activities of mutual interest as well as the possibility of divergent interests.
- Representatives of Beaver Brook have had meetings with Tennessee Gas Pipeline and separately with Liberty Utilities.
- Our Pipeline Defense Fund has raised over \$30,000 to help finance the expenses of hiring the above mentioned professionals.
- We have ordered lawn signs that say "Protect Conservation - Support Beaver Brook". These signs will be available for sale at \$30 each for any homeowner who wants to place them on his/her lawn. All proceeds will go directly to the Defense Fund.

Pipeline Update - May 16, 2014 ALTERING THE ROUTE OF THE NATURAL GAS PIPELINE HERE'S WHAT YOU CAN DO:

- 1) Contact each of our elected officials (whose names and addresses appear below) urging them to oppose the permanent alteration of our conservation land by the routing of any natural gas pipelines. In your own words suggest that they ask the New Hampshire Energy Facility Site Evaluation Committee (NHEFSEC) to find an alternate route rather than one across lands specifically set aside in conservation. Other routes including utility and transportation rights of way, abandoned rail lines, etc are all options that have not been investigated and would not permanently alter conservation land nor intrude on individual property. Our elected officials should encourage the NHEFSEC to consider the alternatives.
- 2) When they become available purchase and install a "Support Beaver Brook" lawn sign.
- 3) Contact Beaver Brook with any information that may help.
- 4) Keep informed of what is happening south of the state line by visiting www.nashobatrust.org and other websites.

NH State Representatives & Senator:

District 27 James P Belanger : 32 Plain Rd Hollis, NH , 03049-6248

Carolyn M Gargasz : PO Box 1223 Hollis, NH , 03049-1223

District 40 Gary L Daniels : 127 Whitten Road Milford, NH , 03055-3228

Senate District: 12 Peggy Gilmour, 126 Depot Road, Hollis, NH 03049

US Senators – New Hampshire

Senator Kelly Ayotte 144 Russell Senate Office Building Washington, DC 20510 www.ayotte.senate.gov/?p=contact phone: 202-224-3324 fax: 202-224-4952

Senator Jeanne Shaheen 520 Hart Senate Office Building Washington, DC 20510 www.shaheen.senate.gov/contact/ phone: 202-224-2841 fax: 202-228-3194

US Representatives – New Hampshire

Representative Carol Shea-Porter (D-01) 1530 Longworth House Office Building Washington, DC 02515 <https://shea-porter.house.gov/contact/email-me>

phone: 202-225-5456 fax: 202-225-5822

Manchester District Office 33 Lowell Street Manchester, NH 03101 phone: 603-641-9536 fax: 603-641-9561 M-F 9am-5pm

Representative Ann McLane Kuster (D-02) 137 Cannon House Office Building Washington, DC 02515 <http://kuster.house.gov/contact>

phone: 202-225-5206 fax: 202-225-2946

Nashua Office 70 Pearl Street Nashua, NH 03060 phone: 603-595-2006 fax: 603-595-2016 M-F 8:30am-5pm

Pipeline Update - May 6, 2014

Beaver Brook Association has been working diligently on defending our conservation easements from the proposed lateral pipeline by Tennessee Gas Pipeline. We have engaged legal counsel to represent the organization and are engaging an engineering firm that can help evaluate alternative routes and design a route that will better satisfy all parties. In the next 2-3 weeks we have several meetings scheduled with various project stakeholders to present our ideas and to find the best ways to accomplish our goals. While we believe there is a demand for more gas in New Hampshire, we also believe there is a route for this gas that minimizes the impact on any conservation land. We hope to provide another update at the end of May.

As you can imagine all of this work is costing Beaver Brook a lot of money. Now is the time to fight this pipeline from coming through this conservation land we have fought so hard to preserve. Please help us out by donating to assist Beaver Brook Association's efforts, you can donate by [clicking here](#) and putting **Property Defense Fund** in the designation box, or send a donation to Beaver Brook Association 117 Ridge Rd, Hollis, NH 03049 and indicate it is to go in the **Property Defense Fund**.

Apr 17, 2014 Beaver Brook Association strongly opposes using conservation land to locate the proposed Northeast Expansion gas pipeline by the Tennessee Gas Pipeline company (a subsidiary of Kinder Morgan). We are a Hollis, NH non-profit organization that has worked diligently over many years to acquire and protect 2,000 contiguous acres of land from development.

We recognize that because we have been successful in acquiring many contiguous parcels and protecting them with conservation easements from being built out, the builders of roads, pipelines, and large government developments will inevitably target our land as a convenient location or route for their projects. Our land is under easement, but that will not protect it from projects that can invoke eminent domain to overcome the objections of land owners.

Beaver Brook Association is not against progress or energy, but we do strongly oppose specifically selecting conservation areas for pipeline routing. From all appearances, land conservation and preservation holdings throughout New York, Massachusetts, and New Hampshire are being targeted by Tennessee Gas, completely the opposite reason for which the organizations and restrictions were created.

If this tactic is successful, it will be repeated in case after case. Beaver Brook Association feels that alternative routes should be aggressively pursued, such as existing right of ways, utility corridors, rail road beds, and the highway system. Land protections for conservation purposes must not be set aside solely in the interest of financial gain.

If you would like to assist Beaver Brook Association's efforts, you can donate here writing "Property Defense Fund" in the designation line.



or mail a donation to Beaver Brook Association 117 Ridge Rd, Hollis, NH 03049 and write Property Defense Fund in the memo line.

-submitted by Drew Kellner, President Beaver Brook Board of Trustees in conjunction with the Beaver Brook Land Protection Committee.

FROM: ENVIRONMENTAL EDUCATION

No comments yet

Comments are closed.

Contact Us

Address: 117 Ridge Road, Hollis, NH 03049

Telephone: (603) 465-7787

Office Hrs: Mon - Fri 9-3 PM



RECEIVED JUN 18
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VOLUNTEER RESPONSE FORM

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

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

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

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

Name: John P. D'Angelillo

Phone (978) 597-2873 email jedangelillo@gmail.com

Address: 203 Bayberry Hill Rd W.T.

Occupation: RETIRED FROM LOCKHEED MARTIN (SANDERS)

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

Background/Experience SR TEST DESIGN ENG.

REFER TO THE LIST OF BOARDS AND COMMITTEES ON THE BACK OF THIS FORM AND LIST THOSE YOU ARE INTERESTED IN SERVING ON IN ORDER OF PREFERENCE

1. "NEW" FIRE STATION
2. _____
3. _____

PUBLIC NOTICE OF VACANCY

In accordance with Section 7-10 of the Townsend Charter requiring a ten (10) day posting, the following vacancy is posted:

FIRE-EMS HEADQUARTERS BUILDING COMMITTEE

NOTICE OF VACANCY

The Board of Selectmen seeks one (1) person to fill a vacancy on the Fire-EMS Headquarters Building Committee. The Committee serves as the Design Selection Committee, selecting design professionals and owner's project manager, reviews and oversees preparation of feasibility studies, development of plans and specifications, and oversees construction of a Fire-EMS Headquarters Station.

Qualifications: Background in engineering, architecture, construction, facilities management, finance, Fire-EMS, or related field.

Interested persons are encouraged to forward a Volunteer Application form to the Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469.

June 27, 2014