



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
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MEETING AGENDA
NOVEMBER 4, 2014, 7:00 P.M.
MEETING HALL
12 DUDLEY ROAD, TOWNSEND, MA

I PRELIMINARIES

- 1.1 Call the meeting to order and roll call.
- 1.2 Pledge of Allegiance
- 1.3 Announce that the meeting is being tape recorded.
- 1.4 Chairman's Additions or Deletions:
- 1.5 Board of Selectmen announcements, updates, and reports. Votes may be taken.
- 1.6 Town Administrator updates and reports. Votes may be taken.
- 1.7 Approval of meeting minutes: October 21, 2014. Votes may be taken.

II APPOINTMENTS AND HEARINGS

- 2.1 EXECUTIVE SESSION to conduct contract negotiations with the Deputy Police Chief, pursuant to GL c. 30A, s. 21, (a)(2). Votes may be taken.
- 2.2 Information Technology upgrades: Discuss options for upgrading the Town's information technology infrastructure. Melissa Hermann of Townsend Technologies will be present. Votes may be taken.

III MEETING BUSINESS

- 3.1 Kinder-Morgan Northeast Direct Pipeline: Project Update. Votes may be taken.
- 3.2 Discuss funding for legal services associated with the Northeast Energy Direct gas pipeline project. Votes may be taken.
- 3.3 Unutil substation: Update. Votes may be taken.
- 3.4 Public records request of Karen Hill: review and discuss correspondence. Votes may be taken.
- 3.5 Review and approve request of the Frank Farese of the Lion's Club to sell Christmas trees on the Town Common from November 29, 2014 – December 24, 2014. Votes may be taken.
- 3.6 Review and accept Sustainable Materials Recovery Program Municipal Grant from the Massachusetts Department of Environmental Protection in the amount of \$750 for a Targeted Small Scale Initiative. Votes may be taken.
- 3.7 Review and accept Recycling Dividend Funds under the Sustainable Materials Recovery Program from the Massachusetts Department of Environmental Protection in the amount of \$2,400. Votes may be taken.
- 3.8 Review and sign resolution declaring November as Pancreatic Cancer Awareness Month. Votes may be taken.
- 3.9 Special Town Meeting: Review and discuss articles, set date, and sign warrant for Special Town Meeting on December 3, 2014. Votes may be taken.
- 3.10 Review Board of Selectmen policy: Policy #2-05 Sick Time Donation. Votes may be taken.

- 3.11 Vote to close to the public the Town Hall and non-continuous operations offices on November 28, 2014 and allow employees to use vacation or personal time. Votes may be taken.
- 3.12 Review and sign Police mutual aid agreement between the Town of Townsend and the Town of Brookline, NH. Votes may be taken.
- 3.13 Review and sign Consensual Order of Taking for the conveyance of the Clement property, so called, located off South Row Road and Emery Road, to the Commonwealth of Massachusetts. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS:

- 4.1 Gallery Committee: Review the request of the Gallery Committee to appoint Lisa Lewand to the Gallery Committee for a term from October 22, 2014 to June 30, 2016. Votes may be taken.
- 4.2 Review request of Police Chief Erving M. Marshall, Jr. to appoint Jeffrey J. Giles as a full time police officer with a nine-month probationary period pending the completion of psychological testing. Votes may be taken.
- 4.3 Review recommendation of Town Administrator Andrew Sheehan to appoint an Executive Assistant to the Town Administrator. Votes may be taken.

V WORK SESSION

- 5.1 Review and sign payroll and bills payable warrants. Votes may be taken.



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1.7

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

Colin McNabb, *Vice-Chairman*

Carolyn Smart, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

MEETING MINUTES
OCTOBER 21, 2014, 7:00 P.M.
SELECTMEN'S CHAMBERS
272 MAIN STREET, TOWNSEND, MA

I PRELIMINARIES

- 1.1 At 7:02PM the Chairman called the meeting to order and roll call showed Sue Lisio, Chairman (SL) and Carolyn Smart, Clerk (CS) present. Colin McNabb, Vice-Chairman (CM) was absent
- 1.2 Pledge of Allegiance: The Board observed the Pledge of Allegiance.
- 1.3 SL announced that the meeting is being tape recorded.
- 1.4 Chairman's Additions or Deletions: Item 4.1 was deleted.
- 1.5 Board of Selectmen announcements, updates, and reports:
 - CS reported that she reviewed the bills payable warrants and noticed the Town was charged for disposal of hazardous materials at Devens. She demanded to know why it is not free. Town Administrator Andrew Sheehan (AS) reported that the Town's participation in the Devens Regional Household Hazardous Products Collection Center does not entitle the Town to free disposal of hazardous products. The Town has to pay like any resident or small business.
 - CS announced pipeline open houses being hosted by Kinder Morgan. AS added that all the information is on the website. CS said the 11/13/14 open house in Pepperell conflicts with the Special Town Meeting and thinks we should change the date of Town Meeting.
- 1.6 Town Administrator updates and reports. AS gave the following updates:
 - AS reported that MassDOT will be repaving Route 119 from the Common to the Groton line. They moved the project up after receiving correspondence from Chief Marshall. The project will take about two weeks and work will be done at night.
 - Highway Supt. Ed Kukkula expects to present the pavement management plan to the Board in November.
 - Work is progressing on the handicap ramp at the West Townsend Reading Room. Nashoba Tech students and advisors are working with Town staff. The old ramp was demolished today.
 - AS Sheehan noted that Town Accountant Kim Fales will be finishing up next week. He commended her performance and thanked her for her service.
 - AS informed the Board that Facilities Manager Mark Mercurio has accepted a position and will be finishing his employment in a couple of weeks.
 - AS reported on a number of very positive financial matters: The unofficial free cash from the Dept. of Revenue is \$952,848 which is higher than the original preliminary estimate. The official number will come next week. Local receipts in FY14 came in \$427,000 (35%) higher than budgeted. Town Collector Beth Ann Scheid collected \$76,432 in delinquent FY12 property taxes out of \$92,550 outstanding. She will address collection of FY13 delinquencies early in 2015.

- 1.7 Approval of meeting minutes: October 7, 2014. CS moved to approve the meeting minutes of October 7, 2014. CM seconded.

II APPOINTMENTS AND HEARINGS

- 2.1 7:05 Recreation Commission: Discuss use of Town facilities for Recreation programs. Recreation Commission chairman Alice Kennedy (AK) and Recreation Director Emy Hoff (EH) were present. AK explained that Rec stores most of its equipment and supplies in a storage trailer at the Highway Garage. The trailer is not weather tight and it leaks, causing mold and mildew to grow. EH noted she stores a lot of materials at her house and runs the department out of her house. They would like to use the Town Hall Annex for storage and on a longer time horizon would like to establish an office and run programs out of the Annex. AS said the Fire-EMS Department will be storing materials in the Annex until a new headquarters is constructed and said that other departments store files there. It is unknown how much it would cost to make the building habitable for programs and office space. SL asked AS to talk with Rich Hanks about the building and suggested referring it to the Town Properties Committee.
- 2.2 Off-Premises Retail Alcoholic Beverages license holders: Notification of change of Sunday hours. Holders of Off-Premises Retail Alcoholic Beverages Licenses may request and the Local Licensing Authority (Board of Selectmen) shall approve sale at 10AM on Sundays effective October 23, 2014. AS explained that an amendment to State law allows retail liquor stores to open at 10AM instead of 12 noon on Sundays. The Old Brick Store and the Wine Nook have filed the paperwork to open early. CS moved to approve the change of hours for the Old Brick Store and Wine Nook to open at 10AM on Sundays effective immediately. SL seconded. Unanimous.

III MEETING BUSINESS

- 3.1 Announce Halloween Observance on October 31, 2014. CS read the announcement from Police Chief Erving M. Marshall, Jr.
- 3.2 Kinder-Morgan Northeast Energy Direct Pipeline: Project Update. AS mentioned the upcoming open houses, said no new information is available on the compression station, and said the Coalition meets again Monday, 10/27/14.
- 3.3 Review correspondence from Groton Board of Selectmen regarding funding for legal services associated with the Kinder-Morgan Northeast Energy Direct gas pipeline project. AS reported that he spoke to officials in Ashby, Groton, Lunenburg, Pepperell, and Tyngsborough and none of the towns have appropriated money specifically for legal costs associated with the pipeline. SL said it is premature. CS said we need to appropriate funds and hire special counsel. AS reminded the Board of the schedule of the project and said the need for counsel would be almost a year away. If something changes and an appropriation is necessary it could be done in May or a special town meeting could be convened.
- 3.4 Review and approve Chapter 90 Final Report and Reimbursement Request for milling and resurfacing of a portion of Mason Road in the amount of \$54,781.90. CS moved to approve the Chapter 90 Final Report and Reimbursement Request for milling and resurfacing of a portion of Mason Road in the amount of \$54,781.90. SL seconded. Unanimous.
- 3.5 Review and approve Chapter 90 Final Report and Reimbursement Request for milling and resurfacing of a portion of Shirley Road in the amount of \$4,617.92. CS moved to approve the Chapter 90 Final Report and Reimbursement Request for milling and resurfacing of a portion of Shirley Road in the amount of \$4,617.92. SL seconded. Unanimous.
- 3.6 Unitil Substation: Update. The Board was in receipt of an email from John DiNapoli of Unitil regarding the West Townsend substation. Resident Cindy Boundy was present and stated she thought Rick Metcalf of Nashoba Associated Boards of Health (NABH) had done a noise study when the generator was there. She said Unitil should know how loud their equipment is. The Board asked AS to contact Rick Metcalf of NABH to see if he had a report and to ask Unitil if they know the decibel level.

- 3.7 Review request of Unitil to cross, alter, or construct within a public way for installation of a gas service at 37 Mason Street. CS moved to approve the request of Unitil to cross, alter, or construct within a public way for installation of a gas service at 37 Mason Street. SL seconded. Unanimous.
- 3.8 Special Town Meeting: Review and discuss warrant articles and appropriations, and sign warrant for November 13, 2014 Special Town Meeting. AS updated the Board on the appropriation articles. He recommended paying down a portion of the recent \$150,000 borrowing for road work. CS and SL were in agreement. The Board asked that Melissa Hermann attend the next meeting to discuss the IT plan; CS asked AS to ask Town Accountant Kim Fales if the IT qualifies as a capital item. The Board discussed the scheduling of Town Meeting and the fact that the 11/13/14 date conflicts with the Kinder Morgan open house. Alternative dates were discussed. The Board agreed to meet at 6PM on October 28 if necessary to sign the Town Meeting warrant. CS moved to sign the Special Town Meeting warrant out of session for November 17, 2014 pending the availability of the Town Clerk, Town Counsel, and Deputy Moderator. SL seconded. Unanimous.
- 3.9 Discuss procedures for disposition of surplus pump at the landfill. AS explained the procedure for disposing of surplus goods and equipment. CS said the policy could benefit from some tweaking. The Board agreed this would be the next policy to review.
- 3.10 Review and approve request of Police Chief Erving M. Marshall, Jr., to declare surplus a 2006 Ford 500 Sedan for the purpose of disposing of the vehicle in accordance with the Town's disposition policy. CS moved to declare surplus a 2006 Ford 500 Sedan for the purpose of disposing of the vehicle in accordance with the Town's disposition policy and with a minimum bid determined from available resources. SL seconded. Unanimous.
- 3.11 Review amended Board of Selectmen policy: Policy #2-05 Sick Time Donation. The Board reviewed the document AS drafted. CS pointed out that the original policy was drafted for a fractional employee who had an illness. SL said she was concerned about offering a sick leave benefit to employees who are otherwise not eligible for sick leave. AS expressed concern about managing such a benefit, acknowledging it was not a significant cost issue. The Board asked AS to research the history and report back.
- 3.12 Review and discuss vacation accrual policy, article 20 of the Personnel Policies & Procedures Manual. SL said she asked that this policy be the next to address. She is concerned that vacation accrual is July of the year following the anniversary date. She thinks vacation should accrue at the anniversary date. CS said a revised policy would have to be distributed to all elected boards for their approval. AS suggested a guidance document from the BOS rather than a formal amendment to the personnel rules. He noted that the Board has modified the rules in recent months and said a guidance document could achieve the desired result with less red tape. The members were in agreement.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS:

- 4.1 Gallery Committee: Review the request of the Gallery Committee to appoint Lisa Lewand to the Gallery Committee for a term from October 22, 2014 to June 30, 2016. Deferred to November 4, 2014.
- 4.2 Town Accountant: Review and approve recommendation of Town Administrator Andrew Sheehan to appoint a Town Accountant or Temporary Town Accountant. AS submitted a memorandum to the Board recommending the appointment of Terry Walsh as Town Accountant and Susan Bresnick as Interim Accountant. He summarized the recruitment process and said he has worked with Terry Walsh in the past and knows her to be a good accountant. CS said she is upset at the process and that the Board did not interview candidates. She said the Accountant works for the Board not the Town Administrator and the Board should do the selection. She recommended performing an audit of the Accountant prior to Terry Walsh starting. Funding could come from the Finance Committee reserve account. CS moved to appoint Susan Bresnick as Interim Town Accountant from November 1, 2014 until the new Town Accountant takes office. SL seconded. Unanimous. CS moved to appoint Terry Walsh as Town Accountant with a start date to be determined. SL seconded. Unanimous.

- 4.3 Administrative Assistant to the Police Department. Review and approve recommendation of Police Chief Erving M. Marshall, Jr., to appoint Samantha Watson-Morris as Administrative Assistant to the Police Department. CS moved to appoint Samantha Watson-Morris as Administrative Assistant to the Police Department with a nine month probationary period pending the completion of physical and psychological testing as well as background investigation. SL seconded. Unanimous. CS moved to approve a six month temporary adjustment for Patty Clark from grade T-3, level 3 to T-3, level 6 employee for taking over the duties of Administrative Assistant and training the new employee during the adjustment period. SL seconded. Unanimous.
- 4.4 Review request of Fire-EMS Chief Mark Boynton to designate Eric Fellows as Fire-EMS Department Photographer. CS moved to designate Eric Fellows as Fire-EMS Department Photographer. SL seconded. Unanimous.

V WORK SESSION

- 5.1 Review and sign payroll and bills payable warrants. CS moved to sign bills payable and payroll warrants out of session. SL seconded. Unanimous.

2.2 continued: CS Moved to approve the change of hours for the Townsend Package Store to open at 10AM on Sundays effective immediately. SL seconded. Unanimous.

9:28 CS moved to adjourn the meeting. SL seconded. Unanimous.

Respectfully submitted: Andrew Sheehan

Note: documents used or referenced during the meeting are available at http://www.townsend.ma.us/Pages/TownsendMA_BOSAgenda/ or in the Selectmen's Office.

OCTOBER 20, 2014

2.2

TECHNOLOGY PLAN

TOWN OF TOWNSEND

Executive Summary

This Information Technology Plan grew out of concerns which the Townsend Selectmen had after assessments of information technology within Town Hall.

The first action which the Town has taken to address these issues is to create an article to present at town meeting with recommended immediate funding requests.

This Plan includes

- Assessment of current conditions
- Recommended actions with cost estimates

Current Technology Environment

There are approximately 25 computers employees are using at Town Hall, another 10 computers located at other remote locations the Water Department, Highway, Parks & Cemetery and an additional 50 computers located within the Senior Center/ Library Complex. Most of these computers are connected to a local and wide area networks that enable Town employees preform business processes including word processing, email and other office automation tools. We currently have a mix of Windows 8, 7 and XP. We have 12 systems that are in need of replacement.

Servers are a mix of Microsoft and Open Source systems, there are 3 Microsoft servers and 6 Open source systems running network services. Our email solution offers only email, no calendar features, and a web client that offers limited functionality.

Here is an excerpt of the final comments from an assessment done on our infrastructure. "Overall the customer's network and server infrastructure needs to be addressed. Outdated server hardware, WAN design, lack of any active network monitoring, and overall documentation seem to be the areas where the most attention is needed. The use of commodity hardware for business critical servers and firewalls should be stopped, and replaced with server class hardware and network appliances."

Recommended Actions with Cost Estimates

Priority	Technology Issues	Cost
1	Replace XP Computers	\$9450.00
2	Replace Assess Pro Server	\$3822.00
3	Update IT Infrastructure at Town Hall Firewall, Switch	\$3000.00
4	Backup Solution	\$2500.00
5	Replace Mail Server Exchange In-house vs hosted	\$10250 or \$4680.00

Priority 1: Desktops

Issue: Must replace our computers running XP. Microsoft has discounted support in April of this year. There are 12 systems are in urgent need of replacement.

The cost of each system will be \$795 each, this includes Dell Optiplex 3020 minitower (\$560.00) and Office 2013 (\$235). These prices are under the ITS42 and ITS47 state contracts, which includes a 3 year warranty.

Cost \$9,540.00.

Priority 2: AssessPro Server

Issue: AssessPro is a Computer Assisted Mass Appraisal (CAMA) application that the Assessors use for real estate and personal property valuation models, administration, document and photograph storage, and integrated sketch. Our current server has been in service for six years and must be replaced.

Cost \$3900.00.

Priority 3: Infrastructure at Town Hall Firewall/VPN and switch

Issue: Firewall using outdated commodity hardware and non-standard OS. Replacement firewall appliances from vendors such as Cisco, SonicWall, or Sophos should be evaluated. Users should use vendor VPN for remote access. Switch at town hall should be replaced with managed switch.

Cost \$3000.00

Priority 4: Backups

Issue: Backup to external media is handled manually to USB drives. Confirmation of backups is all manual with no automated failure alert/email. New backup solution to be evaluated and implemented. Network attached hardware from will be evaluated and implemented for backup storage.

Cost \$ 2500.00

Priority 5: Mail

Issue: Mail server currently has a single drive, single point of failure. Current mail server is running on FreeBSD 6.0 and uses Sendmail. Spam filtering is done by custom undocumented script. No direct Outlook integration for users. Some users using Outlook, others use open source mail client Eudora. Recommend a Migration to Exchange environment, either in-house or hosted.

In-house Exchange Server \$10250.00

\$3000 for hardware, \$3400 Microsoft Licenses (Windows Server 2012, Exchange Server 2013, 30 CALs Standard Client access and 30 Enterprise CAL License for each user) and Antivirus/Malware Annual Subscription \$250, \$3600 Vendor 3 day on-site deployment

Hosted Exchange 30 users 4680.00 annual cost

Discounts are available for multi-year contracts. Provides unlimited mail storage, anti-virus, web access, calendar features. The cost for managing on-premises Exchange can be reduced by choosing a hosted solution.

Cost \$4680.00- 10250.00

Andy Sheehan

From: Carolyn Smart <csmart@townsend.ma.us>
Sent: Monday, October 27, 2014 9:47 AM
To: Andy Sheehan
Subject: Re: Public records request



Good Morning,

You previously stated in an emailed to me:

"The letter was in my mail Tuesday when you inquired. However, I had not yet read the day's mail. I saw it later in the evening. I am preparing a revised estimate in accordance with the Supervisor's directive".

What you forwarded was not a revised estimate. Please put on the next agenda.

Carolyn

At 02:53 PM 10/24/2014, you wrote:

As requested, attached is my response to the Supervisor of Records.

Andrew J. Sheehan
Town Administrator
Town of Townsend
Townsend, MA 01469
978-597-1700 x1701
Fax: 978-597-1719
asheehan@townsend.ma.us

RECEIVED

OCT 28 2014

SELECTMEN'S OFFICE

October 27, 2014

Shawn A. Williams
Supervisor of Public Records
Commonwealth of Massachusetts
Public Records Division
One Ashburton Place, Room 1719
Boston, MA 02106

RE: SPR14/419

Dear Mr. Williams,

I am writing to have this letter and attached transcript filed with the appeal for the above referenced case number. On October 27, 2014 I received a copy of the letter written to you by the Town Administrator, Andrew Sheehan (attached) on October 22, 2014.

I am clarifying for the record, Mr. Sheehan's reference contained in his reconsideration letter that, "I understood that public agencies are required to have IT systems in place that will automatically segregate exempt for non-exempt emails" is at a minimum inaccurate. With the availability of all recorded Selectmen's meetings online; I am perplexed as to why someone would make such a statement. With that said, this is something the town must reason with internally. I only wanted to have the record of fact corrected.

Attached is the transcript and the meeting minutes as approved regarding the subject matter.

Thank you for your time and consideration.


Carolyn Smart
Selectman, Town of Townsend
Cell (978) 771-3416
carolynsmart3@gmail.com

c.f. Sue Lisio, Selectman
Colin McNabb, Selectman
Andrew Sheehan, Town Administrator ✓

Minutes

Discussion of public records request: Mr. Sheehan summarized the request for about five (5) years of emails from Leslie Gabrilksa and Karen Chapman. CS requested this be added to the agenda for the next meeting. After discussion, Mr. Sheehan said he will check with the Secretary of State's office.

Transcribed from meeting (dialog)

Andy - Andrew Sheehan, Town Administrator
Sue - Susan Lisio, Selectman
Carolyn - Carolyn Smart, Selectman
Colin - Colin McNabb, Selectmen
Leslie - Leslie Gabrilksa, Conservation Agent

TRANSCRIPT
NOT ACCURATE

Andy - so we had a public records request for roughly five years' worth of emails from, umm, Leslie Gabrilksa and Karen Chapman, as we typically do, we get these occasionally, not a lot of this volume but occasionally we get large volume requests, umm, we had one a few months for some highway department emails, nothing on this scale since I have been here, so we put together an estimate of the time it would take for us to, umm, collect the emails and then go through them to make sure there is nothing in there that should not be released to the public, anything related to personnel, which we don't think there is, umm, there may be some items in there that relate to litigation and umm so we put that together and umm, again it is five and half years of Leslie's emails and two and half years of Karen's emails so it is a substantial request, uh Leslie, did you guess like five thousand emails?

Leslie - I had thirteen thousand from when I started here, so I would say at least five thousand, probably more than that, that's the inbox and also there is the sent and there is another seventy six hundred since I've been here so another three or four thousand to go through

Andy - right so, umm, Carolyn asked that we that we put this on the agenda for discussion for tonight.

Carolyn - the reason that I had asked is because we have been through this before, it was actually my email many years that were requested, and in the public records law, I think it is section 10, I apologize I was really busy today and I did not get a chance to review the law but I believe it is 66 section 10, and we have a responsibility to keep exempt and non-exempt records, umm, there was a discussion a few years, well many years actually about trying to write a software program that would do that for us, but it was to expensive, so the employees kind of have a responsibility to keep exempt emails from non-exempt and we are not allowed to pass that cost off to the person that is requesting it, umm, we can certainly charge them for their time of pulling the information together, but not to review each email to see what's exempt and what's not exempt because that should have already been done.

Sue - I have a question, umm, I know little about the current email system, which by the way I keep saying we need outlook, umm and outlook would handle what you talked about very nicely

Carolyn - I set up file folders on the side, it allows you to, you can label them, work related

Sue - so you do have the ability to do that

Carolyn - yes

Sue - I don't know when the direction would have been made to do that so or if the direction was ever made to employees in the past to even do that.

Andy - not that I'm aware of

Carolyn - yeah we've had department head meeting but we are talking, that is why we need to do some trainings, we are talking about 8 or 9 years ago

Sue - yeah see to me that is something that needs to go into the employee policies you know, and umm

Carolyn - I agree

Sue - I mean you bring up a really good point there but umm,

Carolyn - So I just thought \$2,500 was really excessive and I have a feeling that the Secretary of State's office, I don't know that for sure, but umm, just from what we went through before, like I said 8 or 9 years ago, they are not going to allow us to charge them for the time to decide whether an email is exempt or non-exempt, and you can certainly check Andy, I am just going by memory.

Sue - So if I understand you correctly Carolyn, you're saying that you believe the town has to eat that cost, other than the cost for reproducing.

Carolyn - reproducing, you can charge for that

Sue - Okay,

Carolyn - and I think you are allowed .50 a page and the hourly wage

Sue - well this is news to me, I've never heard that before, have you heard

Andy - I haven't because in the last couple of requests that we've had, well the law is specific that you're allowed to charge for the cost of research and redaction and whatever else has to

Sue - right

Andy - I don't recall that there is a separate section on email archiving, umm I can certainly look into that though, the bottom line is we don't do it, umm, and you know it's sort of the back story of the public records law is that if somebody desires the record and there is a public cost to that, then the public shouldn't have to eat that, but we can look at that

Sue - I think it's worth looking at

Carolyn - well let's say we had a folder with umm, with exempt emails like back and forth to the Attorneys you could charge for the time to go through those because

Sue - I understand totally what you're saying

Carolyn - okay

Sue - I do but that's a going forward because the reality is that doesn't exist today okay so some employees may be doing that but if it's not a directive by anyone to all of the employees then we are kind of stuck, because it wasn't a directive, if the law says that we should have done it and we have not that's another story, okay but umm, if the law does not say you have to keep them in a separate place so that they can be easily accessible than as far as I'm concerned this is a good estimate, if law says you need to keep them separate to make it easier or you know to separate them then that's another story.

Sue - (to Andy) can we have you check with town counsel on that? Please

Andy - yeah, I will check with the Secretary of State's office because that doesn't cost us anything.

Sue - whatever

Colin - Andy has Leslie started; Leslie have you started doing this.

Leslie - no, first it has to be taken off the server and then go through them

Colin - Okay

Sue - so what is the timing on this

Andy - we have responded to the request

Sue - so at the most we are expecting that to be the cost, at this point given what we just discussed it could be less than that, that's fine you have them worst case scenario, okay as long as they have been notified, I am fine with that, how are you guys with that

Carolyn - I'm fine

Colin - yes



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Via fax and First Class Mail

October 22, 2014

Shawn A. Williams
Supervisor of Records
Secretary of the Commonwealth
Public Records Division
One Ashburton Place, Room 1719
Boston, MA 02108

RE: SPR14/419

Dear Mr. Williams:

I am in receipt of your correspondence dated October 6, 2014. This correspondence was received in my office on October 14, 2014. The correspondence is in regards to SPR14/419, pertaining to a public records request of Karen Hill. On October 21, 2014 I spoke with Atty. Laurie Sullivan in your office to discuss this case and a request for reconsideration. For the reasons stated below I respectfully request a reconsideration of your determination in this matter.

On July 7, 2014 Karen Hill filed public records requests with the Townsend Town Clerk. She requested copies of all incoming and outgoing emails of Leslie Gabrijska, Conservation Agent, from January 1, 2009 to present, and Karen Chapman, then-chairman of the Conservation Commission who is also the Town's Land Use Coordinator, from January 1, 2012 to present. The combined request encompasses eight years' worth of emails. With the help of the above-mentioned Town staff and our information technology vendor I prepared a response to Ms. Hill's request and an estimate of the cost of producing the records. Courtesy copies of my response were provided to Leslie Gabrijska, Karen Chapman, and the Townsend Board of Selectmen.

On July 31, 2014 the Townsend Board of Selectmen convened in a duly posted meeting. At the request of Selectman Carolyn Smart Ms. Hill's public records request was included on the meeting agenda. Selectman Smart stated that it was her understanding that public agencies are required to have IT systems in place that will automatically segregate exempt from non-exempt emails. I was unaware of such a requirement, as were the other two members of the Board. The Board of Selectmen directed me to call your office for clarification. At this point notification of

Ms. Hill's appeal had not been received by the Town. Your acknowledgement of Ms. Hill's appeal was dated July 31, 2014 and received in my office the following week.

Per the direction of the Board of Selectmen, on or around August 4, 2014 I called your office and my call was routed to Atty. Sullivan. I left a voice mail message with Atty. Sullivan asking whether we were required to have IT systems in place that would automatically segregate exempt and non-exempt emails. As noted above, we had not yet received or been made aware of Ms. Hill's appeal.

Atty. Sullivan returned my call on August 4 and left me a voice mail message. She answered the question I posed, stating that there was no requirement that exempt and non-exempt emails be segregated "at the IT level." She also mentioned that she was handling the Karen Hill appeal, that my question might be related to that appeal, and that we could talk about the Hill appeal when we connected. Over the next few business days I called the main line several times and did not get an answer or connection to voice mail. However, since Atty. Sullivan had answered by initial question I was satisfied that we did not need to speak further on that matter. Later in the week of August 4, 2014 I received notice of Ms. Hill's appeal in a letter from your office dated July 31, 2014.

Townsend is a small community in north central Massachusetts. The Town has a small commercial/industrial tax base and relies primarily on residential property taxes. The Town has a limited budget and an archaic information technology architecture that we are working to upgrade. We currently have a Unix-based architecture running FreeBSD. We also do not run the same email platform for all employees - some use Microsoft Outlook while many use Eudora for email. The two employees whose emails were requested use Eudora. Eudora is not as robust as Outlook and other contemporary email platforms and the organization of emails by use of folders is not as intuitive. Furthermore, Ms. Hill requests a total of about eight (8) years' worth of emails: 2 ½ years from Karen Chapman and 5 ½ from Leslie Gabrijska. These two employees have easily received and sent thousands if not tens of thousands of emails in this time.

We know there are exempt materials in these emails, particularly personnel matters and matters related to land use litigation. It should be noted that in 2012 Ms. Hill filed a Notice of Intent and was denied Orders of Conditions by the Conservation Commission under the Wetlands Protection Act and Townsend Wetlands Bylaw. She subsequently filed appeals of the Commission's decision and these appeals are still outstanding. We must ensure that we do not inadvertently turn over emails related to the litigation or the Town's litigation strategy, thereby undermining the defense of the Town's position. The volume of emails - eight years - and the need to review them for exempt subject matter is the reason for our original estimate. The ongoing litigation with Ms. Hill is the reason we included a modest allowance for Town Counsel review.

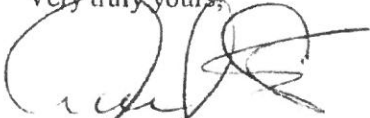
I respect Ms. Hill's request for these records and will gladly provide them. However, I must also protect the interests of Townsend's taxpayers. The taxpayers should not subsidize an individual's curiosity.

For the reasons stated above I respectfully request reconsideration of your determination of October 6, 2014. Upon receipt of payment from Ms. Hill we can hold her check until we comply with the request. If we expend less time than expected we will so inform her and allow her to pay

the exact amount to cover the time expended and return her original check. Also, in light of the *Globe Newspaper Co.* case you cited, I commit to providing the records in a timely manner.

Thank you for your consideration in this matter. I look forward to talking with your office to provide further explanation in this regard and I look forward to your determination.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Andrew J. Sheehan', with a large, stylized flourish extending from the end of the signature.

Andrew J. Sheehan
Town Administrator

CC: Leslie Gabrielska, Conservation Agent
Karen Chapman, Land Use Coordinator
Board of Selectmen

3.5

THE COMMONWEALTH OF MASSACHUSETTS
TOWN of TOWNSEND
APPLICATION FOR LICENSE
(GENERAL)

No. X-01

10-28 20 14

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto:

Lion's Club of Townsend

by Frank Farese

(Full name of person, firm or corporation making application)

STATE CLEARLY
PURPOSE FOR
WHICH LICENSE
IS REQUESTED

To Sell Christmas Trees
November 28, 2014 - December 24, 2014

GIVE LOCATION
BY STREET
AND NUMBER

At Town Common

in said Town of **TOWNSEND**
in accordance with the rules and regulation made under authority of said statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Lion's Club

*Signature of Individual
or Corporate Name (Mandatory)

By: Corporate Officer
(Mandatory, if Applicable)

04-3194947

**Social Security # (Voluntary)
or Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L.c. 62Cs.49A.

Received 10/28 20 14

Hour (A.M.) 9:47 P.M.

Frank Farese
Signature of Applicant

185 South Row Rd
Address

Approved _____ 20 _____

License Granted _____ 20 _____



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

3.6

DEVAL L. PATRICK
Governor

DAVID W. CASH
Commissioner

October 16, 2014

Ms. Sue Lisio
Chair, Board of Selectmen
Town of Townsend
272 Main Street
Townsend, MA 01469

Dear Ms. Lisio,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the Town of Townsend a Sustainable Materials Recovery Program Municipal Grant. The Town of Townsend will receive up to \$750 for a Targeted Small Scale Initiative.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The SMRP solicitation, issued April 1, 2014, offered funding to cities, towns and regional entities - as well as certain non-profit organizations that provide services to them - for recycling, composting, reuse and source reduction activities that will increase diversion of municipal solid waste and household hazardous waste from disposal. MassDEP received applications from 185 municipalities, regional groups and non-profits. With \$3.8 million in requested funds, the evaluation and award process was extremely competitive.

The terms and conditions of your grant are outlined in the attached document, which contains key dates and deadlines specific to your award. This information has also been provided to the municipal recycling contact copied below. Should you have any questions, please call Tina Klein at (617) 292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

David W. Cash
Commissioner

cc: Ms. Carla Walter, Administrative Assistant, BOH



Checklist for Small-Scale Initiatives Grant Award

Instructions:

- Note the following deadlines and requirements for this grant.
- Complete Section 6 of the Grant Agreement (sent to the municipal Recycling Contact) and return a signed original to Emily Martin, MassDEP no later than Feb. 1, 2015.
- Do not expend funds for which you intend to seek grant reimbursement until AFTER a Grant Agreement has been executed.

All funds must be spent and invoices received by MassDEP by June 30, 2015.

STEP ONE: Use of Grant Funds

A copy of the Grant Agreement has been sent to the municipal Recycling Contact copied on the enclosed award letter. Section 6 of the Grant Agreement requests information on how your municipality intends to spend its Small Scale Initiative grant funds. Please select one of the two options listed in the Grant Agreement by checking the appropriate box. If you select the second option, you must contact Emily Martin (contact info below) to obtain approval for the proposed use of funds, prior to returning the Grant Agreement.

STEP TWO: Grant Agreement

The Grant Agreement must be signed by one of the individuals listed on page 1 of the Authorized Signatory Listing form, which your municipality filed with MassDEP. For reference, a copy of your Authorized Signatory Listing has been sent to the municipal Recycling Contact. The signed original Grant Agreement must be returned to the address listed below no later than February 1, 2015.

Contact Emily Martin with any questions: 617-348-4004 or Emily.Martin@state.ma.us

Return completed documents to:

Emily Martin
MassDEP, Consumer Programs
One Winter Street, 7th Floor
Boston, MA 02108

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

AND THE Town of Townsend (“Grantee”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Town of Townsend a Sustainable Materials Recovery Program Grant for Small Scale Initiatives (“Grant”) valued at up to \$750. The Town of Townsend shall comply with the specific terms and conditions described below in the performance of the Grant.

RESPONSIBILITIES OF THE GRANTEE

1. Authority: The Signatory of this Grant Agreement is authorized by the governing body of the Grantee to enter into this Grant Agreement on behalf of the Grantee and accept and utilize this Grant.
2. Commonwealth Terms and Conditions: The Grantee shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Grantee’s executed Master Service Agreement #EQEP02C/D/E.
3. Failure to Comply: If, in the judgment of MassDEP, the Grantee fails to comply with any of its responsibilities identified in this Grant Agreement, then, at the election of MassDEP, (a) the Grantee shall repay the grant funds to MassDEP within 90 days; and/or (b) title to all grant materials purchased with these grant funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Grantee not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Grantee of any such failure to comply. Such notice may provide a time period and manner for the Grantee to cease or remedy the failure. Such notice from MassDEP of any such failure by the Grantee is not a precondition to MassDEP’s right to select options (a), (b), and/or (c) above. The Grantee shall follow the instructions of MassDEP regarding possession of the grant materials. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Grantee shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.
4. Recycling in Practice: The Grantee has established paper, bottle and can recycling in all municipal offices and meeting spaces, excluding schools. The grantee shall continue such paper, bottle and can recycling during the term of the Grant.
5. Buying Recycled Products: The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and all staff with purchasing authority are aware of and are following the established policy during the term of the Small Scale Contract.
6. Use of Grant Funds: Indicate below how grant funds will be used (choose only one).
 - Grant funds will be spent on one or more of the following pre-approved expenses:
 - a. Compost bins and kitchen scrap buckets
 - b. Recycling bins
 - c. Public space and outdoor event recycling containers
 - d. Recycling outreach and educational materials
 - e. Mercury, paint, automotive waste collection equipment, and/or

- f. Purchase and testing of green cleaning products
- g. Purchase and testing of compostable foodservice ware

OR, Grant funds will be used to purchase goods and/or services listed below which are not on the pre-approved list above, but have been approved by MassDEP through its signature below:

Description of goods/service	Dollar amount

7. **Procurement:** The Grantee is responsible for all aspects of the procurement process. Equipment purchased under this Grant must either:

- a. be purchased from State Contract FAC61 (Massachusetts State Contract for Recycling Containers and Compost Bins). For more information on FAC61 visit: <http://www.mass.gov/eea/agencies/massdep/recycle/reduce/assistance-for-municipalities.html#5>, or
- b. adhere to a 30% recycled content for all non-metal equipment, e.g., public space containers, compost bins, etc., or
- c. be purchased from another State Contract

8. **Invoicing:** All grant funds are disbursed on a reimbursement basis only. The Grantee shall submit one request for reimbursement, no later than June 30, 2015, to MassDEP for approved expenditures accompanied by the following documentation:

- a. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, extended price and shipping costs if any;
- b. certification from the vendor that the product contains a minimum of 30% recycled content, if non-metal equipment purchased is not listed in State Contract FAC61;
- c. digital photos of the installed equipment, if equipment is purchased (e.g., public space containers or universal waste shed); and
- d. copies of all outreach materials and publicity tools developed (hard copy and in an editable electronic format).

9. **Publicity and Outreach:**

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

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

time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

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

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

COMMONWEALTH OF MASSACHUSETTS

By: _____ (Date)
Greg Cooper, Deputy Division Director
Consumer Programs, Bureau of Waste Prevention
Department of Environmental Protection

Town of Townsend

By: _____ (Date)
(Signature and Title)

(Print Name)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME : Townsend
CONTRACTOR VENDOR/CUSTOMER CODE:

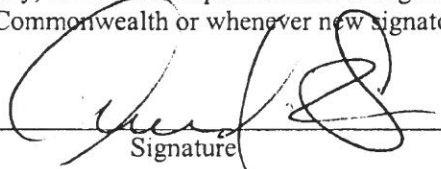
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
ANDREW J. SHEEHAN	TOWN ADMINISTRATOR

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 6/13/12

Title: TOWN ADMINISTRATOR Telephone: 978-597-1700 x1701

Fax: 978-597-1719 Email: asheehan@townsend.ma.us

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May

2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): ANDREW J. SHEEHAN

Title: TOWN ADMINISTRATOR

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Kathleen M. Spofford Kathleen M. Spofford (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

June 13, 2012

My commission expires on: Oct 22, 2015

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20____.

AFFIX CORPORATE SEAL



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environment

One Winter Street Boston, MA 02108 • 617-292-5500

3.7

ion

DEVAL L. PATRICK
Governor

ALLELY BARTLETT
Secretary

DAVID W. CASH
Commissioner

September 16, 2014

Ms. Sue Lisio
Chair, Board of Selectmen
Town of Townsend
272 Main Street
Townsend, MA 01469

Dear Ms. Lisio,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded Recycling Dividends Funds to the Town of Townsend under the Sustainable Materials Recovery Program. The Town of Townsend has earned 6 points and will receive \$2,400.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. The SMRP solicitation, issued April 1, 2014, included an exciting new opportunity – the Recycling Dividends Program (RDP) – which provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

The terms and conditions of this award are outlined in an RDP Contract which has been mailed to the Recycling Contact of record for your municipality, copied below. The Recycling Contact will facilitate getting this document signed by an Authorized Signatory and will return it to MassDEP. Once received, the RDP Payment will be remitted to your municipality. Should you have any questions, please call Tina Klein at (617) 292-5704.

Thank you for your commitment to advancing recycling and waste reduction in Massachusetts. Together our efforts will reduce greenhouse gas emissions, conserve natural resources and save energy, while also supporting jobs and reducing disposal costs for waste generators and municipalities.

Sincerely,

David W. Cash
Commissioner

cc: Ms. Carla Walter, Administrative Assistant, BOH

**RECYCLING DIVIDEND PROGRAM CONTRACT (“RDP Contract”)
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION (“MassDEP”)**

AND THE Town of Townsend (“Municipality”)

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program (“RDP”). The Municipality has earned 6 points and a payment of \$2,400. This Contract outlines terms and conditions between the Commonwealth and the Municipality for participation in the Recycling Dividends Program.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities will receive payments according to the number of criteria points their program earns. RDP will provide an incentive for municipalities with poor recycling programs to do better by implementing best practices and it will reward communities with model recycling and waste reduction programs. Eligibility criteria will ramp up over time, leveraging increasingly greater diversion results and lower solid waste disposal.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

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

6. Data Reporting: For the duration of this Contract the Municipality shall be responsible for providing complete and accurate information to MassDEP, via ReTRAC, using the annual Recycling and Solid Waste reporting form.
7. Program Eligibility: The Recycling Dividends Program (RDP) provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. The program and policy criteria (RDP criteria) define the characteristics of a model municipal recycling program, essentially functioning as a “best practices” framework. Each RDP criterion has a value ranging from 1 to 5. Municipalities that earn at least 6 points (out of 20 available) are eligible for RDP payments. RDP points have been claimed by the Municipality only for criteria fully met as of the filing deadline of the RDP application.
8. RDP Payment Calculation and Payment Schedule: MassDEP shall determine whether the Municipality has complied with the requirements set forth in Section (9) and described further in Appendix A, shall review and determine the validity of the Municipality’s RPD application, and shall calculate the RDP Payment for each qualified Municipality. Payment brackets, based on the number of households served by the municipal solid waste program, establish the value for each point. The RDP Payment is calculated as: (number of points earned) multiplied by (value of each point). MassDEP shall pay RDP payments after it receives confirmation that the Municipality has fulfilled its obligations under this Contract.

Trash HH Served	Value of Each Point
1 - 1,999	\$200
2,000 - 7,499	\$400
7,500 - 14,999	\$600
15,000 - 24,999	\$800
25,000 +	\$1,200

9. Program Criteria: To claim points for any criteria, the program element must have fully met the performance standard no later than June 11, 2014. For a complete list of program criteria and accompanying performance standards see Attachment A. Section 15 of this Contract lists the Program Criteria for which the Municipality is eligible, and upon which the Municipality’s payment was calculated.
10. Use of Funds: RDP Payments shall be expended on approved activities and equipment, listed below, to enhance the performance of the Municipality’s waste reduction programs. Use of a dedicated account or revolving account is recommended but not required. Funds do not have to be spent in the fiscal year received, and may be carried over to future years and accumulated to fund a larger eligible expense or project.

Approved Equipment and Activities:

- Compost bins and kitchen scrap buckets.
- Carts for curbside collection of organics.
- Containers to support drop-off organics program.
- Collection and disposal costs for the first two years of a town-wide organics program.
- Program development costs for a new organics diversion program.
- Recycling carts and recycling bins.
- Public space and outdoor event recycling containers.

- Roll-off containers, compactors and balers for the collection of materials to be recycled. This includes replacement of existing equipment.
- Additional household hazardous waste collection event.
- New dedicated Enforcement Coordinator. Must spend a minimum of 19 hours per week on enforcement. Mandatory recycling must be codified in regulation, ordinance or bylaw and must include a fine for non-compliance.
- Equipment to support the collection and recycling of hard to recycle materials.
- Establishing and/or maintaining a municipally operated swap shop.
- Waste reduction and/or recycling outreach and education materials.
- School chemical cleanouts.
- Other expenses as approved in writing by MassDEP in advance of the expense.

RDP funds shall *not* be used to pay for hauling, disposal, or administrative costs of their existing solid waste and recycling programs.

11. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits each year to ensure compliance with this Contract.

12. Reporting: The Municipality shall submit an annual report to MassDEP for the duration of the RDP Contract and in a format required by MassDEP, documenting annual expenditures and remaining RDP funds. In addition, the Municipality shall file an annual Recycling and Solid Waste survey, via ReTrac, for the duration of this RDP Contract. Failure to comply with these reporting requirements may jeopardize future grant awards and RDP payments.

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

14. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

[Remainder of page intentionally left blank]

15. RDP Payment Calculation:

Appendix A of this Contract defines performance standards for each criterion.

a. Solid Waste Program	0
b. Swap Shop	n/a
c. Organics	0
d. Bulky Items	2
e. Yard Waste	0
f. Household Hazardous Waste	2
g. Center for Hard to Recycle Materials	2
h. Hauler Regulation	n/a
i. Mandatory Recycling Policy	0
j. <u>Private Hauler and Business Access</u>	<u>n/a</u>
TOTAL POINTS	6
PAYMENT BRACKET (\$\$ earned per point)	\$400
PAYMENT AMOUNT	\$2,400

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____ (Date)
Greg Cooper, Division Director
Business Compliance, Bureau of Waste Prevention
Department of Environmental Protection

Town of Townsend

By: _____ (Date)
(Signature and Title)

(Print Name)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME : TOWNSEND
CONTRACTOR VENDOR/CUSTOMER CODE:

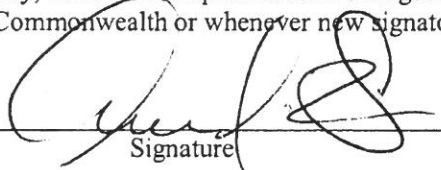
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
ANDREW J. SHEEHAN	TOWN ADMINISTRATOR

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 6/13/12

Title: TOWN ADMINISTRATOR Telephone: 978-597-1700 x1701

Fax: 978-597-1719 Email: ashcehan@townsend.ma.us

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): ANDREW J. SHEEHAN

Title: Town Administrator

X [Handwritten Signature]

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Kathleen M. Spafford Kathleen M. Spafford (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

June 13, 2012.

My commission expires on: Oct 22, 2015

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



Attachment A

Recycling Dividends Program

The Recycling Dividends Program has two categories of criteria: one for communities that operate or contract for operation of curbside trash **and** recycling collection (“curbside”), and one for those with a transfer station for residents to drop-off trash **and** recycling (“drop-off”). Municipalities that do not provide both trash and recycling services to their residents are not eligible for RDP. Municipalities that offer both a curbside option for trash and recycling and a drop-off option for trash and recycling will file as “curbside”. However, they are eligible for other categories of SMRP (small scale initiatives, technical assistance from Municipal Assistance Coordinators) and would become eligible for RDP should they reinstate solid waste services.

Eligibility criteria will ramp up over time, leveraging increasing diversion results and lower solid waste disposal. Only one option may be selected in each criteria area.

MassDEP will conduct audits of several municipalities each year to insure that program information is accurate. Submittal of an RDP application that contains false or misleading data will be grounds for banning the municipality from the SMRP grant program for a minimum of 4 years.

Earning Points – Curbside Programs

Solid Waste Program

- o SMART/PAYT program is currently in place which requires all trash to be placed in a SMART/PAYT bag [5 points]
- o SMART/PAYT program is currently in place which allows each household to disposed of the “first bag / barrel free;” trash in excess of 35 gallons must be placed in a SMART/PAYT bag. A trash cart (35 gallons or less) collected weekly also qualifies [4 points]
- o Trash Limit: Households are limited to the equivalent of 64 gallons of trash capacity per week (two 32-gallon barrels or one 64-gallon cart) [2 points]

Eligibility Notes:

- Sticker, tag and punch-card programs are not eligible as these programs do not ensure the consistency of bag size. This restriction consistent with our SMART/PAYT grant offering over the last several years which also does not provide grant funding for sticker, tag or punch-card programs;
- If “free bags” are provided to a subset of the households in excess of 4% of households served, the municipality is NOT eligible for the Full SMART/PAYT points, but does earn points as a “first bag free” program. This scenario occurs when bags are provided based on some criteria such as need or age;
- A 64-gallon trash cart program where excess trash is not collected would qualify for the trash limit points;
- A 64-gallon trash cart program where excess trash must be placed in an official town overflow fee-based bag, or in additional cart that carries annual fee, would qualify for the trash limit points;
- A 64-gallon trash cart program where excess trash can be brought to the transfer station at no cost, does NOT qualify for the trash limit points.

Organics

- o Source separated food waste is collected, for composting, weekly from all households served by the municipal trash program [4 points]
- o Source separated food waste is collected weekly from households currently participating in a pilot program [2 points]

Eligibility Notes:

- If you select the ‘pilot’ option you will be asked for the number of households in the pilot.

Bulky Items

- The municipality or its hauler charges residents a fee of not less than \$5 each for the handling of at least 3 of the following bulky items, either at the curb or at its municipal drop-off: Mattresses, upholstered furniture, wood furniture, toilets, sinks, carpet [2 points]

Eligibility Notes:

- Bulky Items collected can be disposed or recycled;
- If your trash hauler is instructed not to collect one or more of these items, and you provide residents with the name of a company that will pick the item(s) up curbside, you can count those items toward the required three. For example, you instruct your trash hauler not to collect mattresses and you provide residents with the name and contract information for a company that, for a fee, will pick up mattresses.

Yard Waste

- Yard waste is collected curbside a minimum of 20 weeks per year [2 points]
- Residents can take yard waste to a drop-off location that is open a minimum of 30 weeks per year [1 point]

Eligibility Note:

- Yard waste means: leaves, pine needles, grass clippings, prunings and brush;
- Criteria are silent on the number of days or hours per week that the drop-off must be open to earn points. This may change next year.

Mandatory Recycling Enforcement

- A dedicated Enforcement Coordinator spends a minimum of 19 hours per week on the street verifying compliance with the municipality's mandatory recycling program and issuing fines for non-compliance [3 points]

Eligibility Notes:

- The municipality must have, in effect as of June 11, 2014, a mandatory recycling regulation, ordinance or bylaw that provides for the issuing of fines for non-compliance. The enforcement coordinator must be actively enforcing the rules on or before June 11, 2014;
- In addition to enforcing mandatory recycling, the enforcement coordinator may also enforce other components of the solid waste program including trash limits and contaminants in recycling.

Household Hazardous Waste (HHW) Collection

- Host a permanent HHW collection center – minimum 6 x year [2 points]
- Participate in regional HHW collection center – min 6 x year [2 points]
- Participate in reciprocal arrangement – min 6 x year [2 points]
- Host comprehensive HHW collection events twice per year [1 point]

Eligibility Notes:

- Only comprehensive HHW collection events can be counted under this criterion. A comprehensive HHW collection event accepts a broad range of household hazardous products from residents, including but not limited to: pesticides, pool chemicals, oil based paint and other flammables, automotive products, elemental mercury, cleaning products and other chemicals;
- Collection events for only a subset of materials (ex., paint collection, motor oil collection) do not count toward the required minimum for the option selected;
- Assessing a user fee is allowable;
- To earn points for participating in "regional" HHW collection center a municipality must have an agreement with a regional collection center that is open a minimum of six times per year. This agreement may be in the form of a contract or memorandum of understanding. A membership fee is paid by participating municipalities to be part of the group. If you select this option you will be asked for the name of the facility;
- To earn points for participating in a "reciprocal" arrangement for HHW collection events a municipality must have an agreement with a group of municipalities that allows for unrestricted access to a minimum of six events hosted by the municipalities of the group. Requiring pre-registration is allowable but not a requirement. Asking out-of-town residents to arrive during a specified timeframe is allowable. The list of event locations, dates and times must posted to the

municipal website and be promoted through all other channels used for educating residents about HHW disposal options. If you select this option, you will be asked to list the other participating municipalities;

- To earn the point for hosting two comprehensive events per year, both events must be in your municipality. If you select this option you will be asked for the date of the last event and the date of the next event;
- NO POINTS are earned by municipalities who are essentially “hands-off” or “washed hands” when it comes to HHW, merely directing residents to open events in other municipalities;
- Directing residents to privately owned HW facilities does not count.

Center for Hard to Recycle Materials (CHARM) [2 points]

To qualify for the CHARM points the municipality must meet all of the following criteria:

1. Items collected for **recycling** at a **single permanent location**
2. The Center must be open a minimum of once per month
3. The Center must be in your municipality or a contiguous community (i.e., shares a border)
4. Residents must be able to drop-off a minimum of 5 items listed below:
 - o Automotive wastes – must collect all of the following: antifreeze, waste oil, tires, auto batteries
 - o Books/media
 - o Bulky rigid plastics
 - o Carpet
 - o Electronic wastes – all computer and TV related electronics
 - o Expanded polystyrene (ex., Styrofoam)
 - o Large appliances
 - o Mattresses
 - o Mercury bearing products – must collect all of the following: fluorescent lamps/CFLs, button batteries, thermostats, thermometers, other mercury containing products
 - o Paint
 - o Textiles
 - o Wood

Eligibility Notes:

- Tires – you can still qualify if the tire recycler you use sells a portion of their shredded tires for fuel;
- Paint – may be sent for recycling, fuels blending, or hazardous waste disposal;
- Mattresses – deconstructing a mattress and recycling the wood and metal, and disposing of the foam, batting and fabric will count as recycling for this criterion.
- Wood – Collecting mixed C&D and sending it to a C&D processor does not count. This must be source separated C&D wood. MassDEP is trying to drive better and higher uses of materials sent to C&D processors.

Earning Points – Drop-off Programs

Solid Waste Program

- o SMART/PAYT program is currently in place which requires all trash to be placed in a SMART/PAYT bag [4 points]
- o A Save-Money-and-Reduce-Trash/PAYT program is currently in place where the municipality provides households with no more than 50 SMART/PAYT bags per year. Residents must purchase PAYT bags for trash in excess of 50 bags [3 points]

Eligibility Notes:

- Sticker, tag and punch-card programs are not eligible as these programs do not ensure the consistency of bag size. This is consistent with our SMART/PAYT grant offering over the last several years which also does not provide grant funding for sticker, tag or punch-card programs;
- A “first bag free” program applies to municipalities that give their residents no more than 52 bags per year, usually as part of the transfer station sticker renewal process;
- If “free bags” are provided to a subset of the households in excess of 4% of households served, the municipality is NOT eligible for the Full SMART/PAYT points, but does earn points as a “first

bag free” program. This scenario occurs when bags are provided based on some criteria such as need or age.

Swap Shop

- Municipally operated drop-off for reusable home goods and furnishings for others to take [2 points]

Eligibility Notes:

- The municipality must be able to store reusable items out of the weather in a structure with four walls and a roof.
- A ‘swap area’, or ‘swap table’ that is cleared into the trash (solid waste) at the end of each day does not qualify for these points.

Organics

- Source separated food waste collected at a municipally owned collection center [2 points]

Bulky Items

- Minimum fee of \$5 for at least 3 of these items: Mattresses, upholstered furniture, wood furniture, toilets, sinks, carpet [1 point]

Eligibility Notes:

- Bulky Items collected can be disposed or recycled;
- If you do not accept one of these items for disposal or recycling, and instead you provide residents with the name of a company that will pick the item(s) up curbside for a fee, you can count this item toward the required three. For example, if you do not accept mattresses at your transfer station for recycling or disposal and instead you provide residents with the name and contact information of a company that, for a fee, will pick up a mattress curbside, this counts.

Yard Waste

- Drop-off location open minimum of 30 weeks per year [2 points]

Eligibility Note:

- Yard waste means: leaves, pine needles, grass clippings, prunings and brush;
- Criteria are silent on the number of days or hours per week that the drop-off must be open to earn points. This may change next year.

Household Hazardous Waste (HHW) Collection

- Host a permanent HHW collection center – minimum 6 x year [2 points]
- Participate in regional HHW collection center – min 6 x year [2 points]
- Participate in reciprocal arrangement – min 6 x year [2 points]
- Host comprehensive HHW collection events twice per year [1 point]

Eligibility Notes:

- Only comprehensive HHW collection events can be counted under this criterion. A comprehensive HHW collection event accepts a broad range of household hazardous products from residents, including but not limited to: pesticides, pool chemicals, oil based paint and other flammables, automotive products, elemental mercury, cleaning products and other chemicals;
- Collection events for only a subset of materials (ex., paint collection, motor oil collection) do not count toward the required minimum for the option selected;
- Assessing a user fee is allowable;
- To earn points for participating in “regional” HHW collection center a municipality must have an agreement with a regional collection center that is open a minimum of six times per year. This agreement may be in the form of a contract or memorandum of understanding. A membership fee is paid by participating municipalities to be part of the group. If you select this option you will be asked for the name of the facility;
- To earn points for participating in a “reciprocal” arrangement for HHW collection events a municipality must have an agreement with a group of municipalities that allows for unrestricted access to a minimum of six events hosted by the municipalities of the group. Requiring pre-

registration is allowable but not a requirement. Asking out-of-town residents to arrive during a specified timeframe is allowable. The list of event locations, dates and times must be posted to the municipal website and be promoted through all other channels used for educating residents about HHW disposal options. If you select this option, you will be asked to list the other participating municipalities;

- To earn the point for hosting two comprehensive events per year, both events must be in your municipality. If you select this option you will be asked for the date of the last event and the date of the next event;
- NO POINTS are earned by municipalities who are essentially “hands-off” or “washed hands” when it comes to HHW, merely directing residents to open events in other municipalities;
- Directing residents to privately owned HW facilities does not count.

Center for Hard to Recycle Materials (CHARM) [2 points]

To qualify for the CHARM points the municipality must meet all of the following criteria:

2. Items collected for **recycling** at a **single permanent location**
3. The Center must be open a minimum of once per month
4. The Center must be in your municipality or a contiguous community (i.e., shares a border)
5. Residents must be able to drop-off a minimum of 7 items listed below:
 - o Automotive wastes – must collect all of the following: antifreeze, waste oil, tires, auto batteries
 - o Books/media
 - o Bulky rigid plastics
 - o Carpet
 - o Electronic wastes – all computer and TV related electronics
 - o Expanded polystyrene (ex., Styrofoam)
 - o Large appliances
 - o Mattresses
 - o Mercury bearing products – must collect all of the following: fluorescent lamps/CFLs, button batteries, thermostats, thermometers, other mercury containing products
 - o Paint
 - o Textiles
 - o Wood

Eligibility Notes:

- Tires – you can still qualify if the tire recycler you use sells a portion of their shredded tires for fuel;
- Paint – may be sent for recycling, fuels blending, or hazardous waste disposal;
- Mattresses – deconstructing a mattress and recycling the wood and metal, and disposing of the foam, batting and fabric will count as recycling for this criterion
- Wood – Collecting mixed C&D and sending it to a C&D processor does not count. This must be source separated C&D wood. MassDEP is trying to drive better and higher uses of materials sent to C&D processors.

Hauler Regulation

The municipality has a hauler regulation, ordinance or bylaw that is actively enforced, which requires private haulers providing trash collection service to residents to also provide recycling collection at one integrated price [3 points]

Eligibility Notes:

- If you select this option you will be asked to attached a copy of the regulation, ordinance or bylaw which demonstrates the integrated pricing requirement;
- If you select this option you will be required to draft and attach documentation demonstrating **active enforcement** is taking place. This should include, but is not limited to: description of the enforcement protocol or procedure, identification by title of the person(s) responsible for enforcement, documentation of warnings given, fines levied and permits revoked as a result of this enforcement activity.

Hauler and Business Recycling Access

- Haulers collecting from residential customers are encouraged to tip recyclables at a municipal facility; annual mailing required [2 points]
- Businesses are encouraged to bring recyclables to the municipal drop-off; annual mailing required [1 point]

Eligibility Notes for hauler access:

- Private haulers serving your residents may plan their collection routes such that they are also collecting from residents in another municipality in the same load. To earn these points, the hauler must be able to tip recyclables even if all of the material is not generated by your residents;
- Must be able to accommodate small packer trucks;
- Must be able to take loads greater than 5 cubic yards, which may require a permit change;
- This may not be feasible for some transfer stations due to facility size and capability to handle increased volume;
- May meet outreach requirement by doing outreach to permitted haulers;
- May charge a fee for haulers to tip recyclables;
- If local regulation, ordinance or bylaw prohibits private haulers from tipping recyclables generated and collected in another municipality, then you are NOT eligible for these points.

3.8

RESOLUTION

Declaring the month of November “Pancreatic Cancer Awareness Month” in the Town of Townsend

WHEREAS in 2014, an estimated 46,420 people will be diagnosed with pancreatic cancer in the United States and 39,590 will die from the disease;

WHEREAS pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020;

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just six percent;

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

WHEREAS approximately 920 deaths will occur in Massachusetts in 2014;

WHEREAS the *Recalcitrant Cancer Research Act* was signed into law in 2013, which calls on the National Cancer Institute to develop a scientific framework, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS, it will be very difficult to leverage the opportunities that come out of the scientific framework developed as a result of the *Recalcitrant Cancer Research Act* unless sustained and adequate funding is provided to the National Institutes of Health and National Cancer Institute; and

WHEREAS federal funding for medical research is critical to job protection and creation in Massachusetts; and

WHEREAS the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Townsend and nationwide through a comprehensive approach that includes public

policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS the Pancreatic Cancer Action Network and its affiliates in Townsend support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS the good health and well-being of the residents of Townsend are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments; therefore be it

RESOLVED that the Board of Selectmen designate the month of November 2014 as "Pancreatic Cancer Awareness Month" in the Town of Townsend, Massachusetts.

Given this Fourth Day of November, Two Thousand Fourteen.

BOARD OF SELECTMEN

Sue Lisio, *Chairman*

Colin McNabb, *Vice-Chairman*

Carolyn Smart, *Clerk*

The Commonwealth of Massachusetts

3.9

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 **Wednesday, December 3, 2014, at 7:00 PM**, then and there to act on the following articles:

FINANCIAL MATTERS

ARTICLE 1

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

SUBMITTED BY: Board of Selectmen

ARTICLE 2

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

SUBMITTED BY: Board of Selectmen

ARTICLE 3

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

SUBMITTED BY: Board of Selectmen

ARTICLE 4

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing the budgets of the Treasurer and/or Collector; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 5

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

SUBMITTED BY: Board of Selectmen

ARTICLE 6

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing Veterans Benefits; or take any other action in relation thereto.

SUBMITTED BY: Veterans Services Officer and Board of Selectmen

ARTICLE 7

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing Management Information Systems budget; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 8

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing the Building Department budget; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 9

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing the Town Clerk Professional Services budget; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 10

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for relocation of the Fire-EMS Department for temporary housing and support costs; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 11

To see if the Town will vote to raise and appropriate, borrow or transfer from available funds in the treasury the sum of \$_____ for the purpose of supplementing the FY15 operating budget; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 12

To see if the Town will vote amend the Board of Health revolving fund to allow proceeds from the sale of overflow bags to be deposited into the Recycling Center General Revolving Account; or take any other action in relation thereto.

SUBMITTED BY: Board of Health

ARTICLE 13

To see if the Town will vote to reduce the trash disposal weekly at the curb to 64-gallons for the remainder of the FY15; or take any other action in relation thereto.

SUBMITTED BY: Board of Health

BYLAW AND STATUTORY ADOPTIONS

ARTICLE 14

To see if the Town will vote to adopt G, L. c. 44, s. 65, as amended, to allow employees to be paid in advance for vacation; or take any action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 15

To see if the Town will vote to adopt G, L. c. 200A, s. 9A, as amended, relative to notice requirements and alternative procedures in managing abandoned funds (i.e. unclaimed checks or “tailings”); or take any action in relation thereto.

SUBMITTED BY: Board of Selectmen and Town Treasurer

ARTICLE 16

To see if the Town will vote to amend the General Bylaws of the Town of Townsend by adding a new Chapter 130, Website:

130-1. Posting of Agendas and Minutes

At the same time that it posts its meeting agendas, each multiple member body shall cause meetings and agendas to be published in the calendar on the Town’s website. Each multiple member body shall cause meeting minutes to be posted to the Town’s website as soon as said minutes are approved; or take any other action in relation thereto.

SUBMITTED BY: Board of Selectmen

ARTICLE 17

To see if the Town will vote to amend Zoning Bylaw Article VI Land Use Regulations, of the Code of the Town of Townsend as follows:

Article II

§ 145-5 Word usage and definitions.

By adding the following italicized, underlined definitions to the existing list, in alphabetical order:

In this Bylaw the following terms shall have the following meanings unless a contrary meaning is required by the context or is specifically prescribed. Words used in the singular include the plural and words used in the plural include the singular. Words used in the present tense include the future.

RIGHT-OF-WAY - *The side line of a street or way, as determined by deeds and plans recorded at the Registry of Deeds, or a building line laid out under MGL C. 82, § 37; where no line is thus legally established, then a line parallel with, and 20 feet distant from, the center line of a traveled way.*

STONE WALLS - Includes assemblages of stone involving at least one cubic foot of wall material per linear foot totaling not less than 10 feet in length.

TREES - Includes a living tree whose trunk has a diameter of four inches, measured 4 1/2 feet from the ground.

TREES, CUTTING AND REMOVAL - The removal of one or more trees, trimming of major branches or cutting of roots sufficient, in the Tree Warden's written opinion, to cause eventual destruction of the tree.

Or take any other action in relation thereto.

SUBMITTED BY: Planning Board

ARTICLE 18

To see if the Town will vote to amend Zoning Bylaw Article VI Land Use Regulations, of the Code of the Town of Townsend as follows:

§ 145-24. Driveways and entrances.

C. Design requirements.

Add italicized, underlined section:

(10) Where a portion of a stone wall must be removed for access to the property, the remaining stone wall shall be left in a stable and orderly fashion. Removing stone walls located along scenic roads within the Town's Right of Way are subject to filing an application with the Planning Board pursuant to the Scenic Roads Act, M.G.L. Chapter 40 Section 15C. All roads in Townsend, other than numbered routes or State Highways, are designated as "Scenic Roads."

Or take any other action in relation thereto.

SUBMITTED BY: Planning Board

ARTICLE 19

To see if the Town will vote to amend Zoning Bylaw, Article XI, §145-42 Site plan review special permit by adding (1) and (2) as italicized:

§145-42. Site plan review special permit

By adding (1) and (2) as italicized and underlined:

C. Procedure. Applications for site plan review special permits shall be filed with the Town Clerk and the special permit granting authority as specified in § 145-65C of the Zoning Bylaws. [Amended 4-25-1995 STM by Art. 11; 9-24-1996 STM by Art. 39; 1-4-2000 STM by Art. 11]

(1) For applicable land disturbance as specified in Chapter 85 of the Townsend General Bylaw, a Stormwater Management Application shall be filed in conjunction with this application to determine subjectivity to either a Minor or Major Stormwater Management Permit.

(2) If applicable, strict adherence to Chapter 85 of the Townsend General Bylaws, NPDES Phase II Stormwater Management, and its associated Regulations, shall be required.

Or take any other action in relation thereto.

SUBMITTED BY: Planning Board

ARTICLE 20

To see if the Town will vote to amend the Town's Zoning Bylaw Article XVI Renewable/Alternative Energy, Section 145-87. Wind Energy Systems A. (1) Applicability, B. Definitions and D. (2) (c) NEC compliance by adding italicized and underlined sections:

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

(1) Applicability

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

B. Definitions.

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

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

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

Large Wind Energy System (LWES): All equipment, machinery and structures utilized in connection with the conversion of kinetic energy of wind into electrical power including storage, electrical collection and supply equipment, transformers, service and access roads, and one or more wind turbines, which will have a height greater than 80 feet.

Building-Integrated Wind Energy Facility: A wind energy facility shall be considered to be building-integrated if it is designed to be permanently mounted on a building or other inhabitable structure. This definition applies to wind turbines of any capacity that are designed to be operated in direct contact with a building. This definition also covers, for the purposes of this zoning provision, other wind energy facilities primarily used for land-based applications which may be permanently mounted and operated on a building.

D. Small Wind Energy System Requirements

(1) Building Permit

No Small Wind Energy System (SWES) shall be erected, constructed, installed or modified as provided in this section without first obtaining a Building Permit. All such wind energy systems shall be constructed and operated in a manner that, where economically feasible, will minimize adverse visual, safety and environmental impacts. The construction of a small wind facility shall be permitted in any zoning district, except a designated Historic District, subject to the issuance of a Permit and provided that the use complies with all requirements set forth in sections F, G and H set forth herein.

(2) Application Process & Requirements

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

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

- (c) One or three line electrical diagram detailing wind turbine, associated components, and electrical interconnection methods, with all NEC (*National Electric Code*) and applicable *Massachusetts Electric Code Amendment*-compliant disconnects and overcurrent devices.

Or take any other action in relation thereto.

SUBMITTED BY: Planning Board

DISPOSITION OF TOWN-OWNED LAND

ARTICLE 21

To see if the Town will vote to authorize the Board of Selectmen to enter into a lease(s) with a solar energy developer(s) for the purpose of developing a ground-mounted solar energy facility on Town-owned land at Map 6, Block 8, Lot 0, 33 Greenville Road, Map 18, Block 24, Lot 0, off Turnpike Road, or Map 27, Block 48, Lot 0, Old Meeting House Road adjacent to the Highway Garage, subject to such terms and conditions deemed by the Board of Selectmen to be in the best interests of the Town; or take any other action in relation 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, Vice Chairman

Carolyn Smart, 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	_____	_____	_____	_____

3.10

SICK LEAVE DONATION POLICY

Policy

Each employee may donate to another employee up to three (3) days of accrued sick leave per year. The recipient employee must be a benefitted employee entitled to accrue sick leave and shall have exhausted all available leave (sick, vacation, personal, etc.). Sick leave may only be donated if the recipient employee has a serious injury or illness. All sick leave donations shall be subject to the prior approval of the Town Administrator.

A recipient employee is not eligible to receive more than one hundred (100) days of donated sick leave per injury or illness.

A donor employee who has accrued the maximum one-hundred-fifty (150) days of sick leave may not donate days in excess of said maximum. For instance, a donor employee who has accrued the maximum 150 days shall subtract the donated days from 150. A donor employee is not limited in the number of sick leave donations they make per year, subject to the approval of the Town Administrator. An employee shall not make a sick leave donation that would result in a negative sick leave balance.

Members of collective bargaining units may donate sick leave to employees outside the bargaining unit.

Process

An employee desiring to donate sick leave to a recipient employee shall contact the Town Administrator by written memorandum or email. The donor employee shall indicate the number of days or hours that he/she desires to donate and the name of the recipient employee. The Town Administrator shall either approve or deny the request to donate and shall notify the donor employee of the decision. The Town Treasurer shall deduct the donated leave from the donor employee's accrual and the donor employee's payroll records shall include a notation that such deduction has occurred.

Date of Adoption: _____.



TOWN OF TOWNSEND SICK TIME DONATION POLICY

Policy #2-05

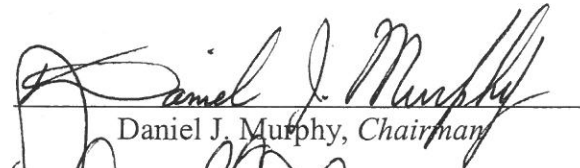
Sick Leave Donations

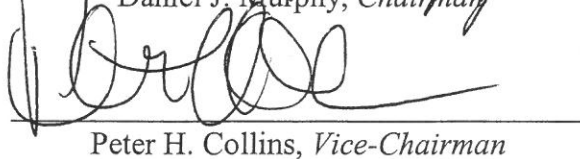
Up to three (3) days of accumulated sick leave can be donated per employee, per year, to another employee, including a fractional employee, who has used all available sick, vacation, and/or personal time and is in need of additional time because of a serious injury or illness at the discretion of the Town Administrator or his/her designee.

An employee receiving such donations is not allowed to receive more than 100 days of sick leave in donations per injury or illness.

Employees who have accrued the maximum number of sick leave credits (150 days) may not donate any days in excess of the maximum towards another employee.

Adopted by the Board of Selectmen on August 30, 2005
THE TOWNSEND BOARD OF SELECTMEN


Daniel J. Murphy, *Chairman*


Peter H. Collins, *Vice-Chairman*


Robert Plamondon, *Clerk*



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

Daniel J. Murphy, *Chairman*
Gregory W. Barnes,
Town Administrator

Peter H. Collins, *Vice-Chairman*

Robert Plamondon, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

DATE: September 22, 2005

TO: All Non-Contractual Employees

FROM: Gregory W. Barnes
Gregory W. Barnes, Town Administrator

RE: **POLICY FOR SICK LEAVE DONATIONS AS ADOPTED BY THE
BOARD OF SELECTMEN**

As many of you are already aware, the Selectmen formally adopted a sick leave donation policy at their meeting of August 30, 2005 for non-contractual employees, retroactive to June 21, 2005. The policy reads as follows:

Sick Leave Donations

Up to three (3) days of accumulated sick leave can be donated per employee, per year, to another employee, including a fractional employee, who has used all available sick, vacation, and/or personal time and is in need of additional time because of a serious injury or illness at the discretion of the Town Administrator or his/her designee.

An employee receiving such donations is not allowed to receive more than 100 days of sick leave in donations per injury or illness.

Employees who have accrued the maximum number of sick leave credits (150 days) may not donate any days in excess of the maximum towards another employee.

In terms of the mechanics of this policy, an employee interested in donating sick time and who has not already done so should send an e-mail or memo to my office indicating the amount of days (expressed in hours if less than full day increments) that he or she wishes to donate. Any amount donated will be deducted from the accrued amount of sick time shown on the weekly payroll earnings statement of the donating employee. On the first payroll earnings statement from which the Treasurer deducts the donated amount, a notation will be included on the statement indicating that such a deduction has occurred. Please note that no such deductions have to date been reflected on anyone's statement who has already donated time, but it is expected that this will be done in the next few weeks.

Please be aware that one of our Town employees currently has a serious illness and has no sick time. Therefore, you may want to consider donating your sick time to assist this employee in a time of need.

As always, please do not hesitate to contact me with any questions.

cc: Board of Selectmen



William Quigley III
Chief of Police

Brookline Police Department
3 Post Office Drive, PO Box 341
Brookline, NH 03033
603-673-3755
Fax: 603-673-7575

3.12

MUTUAL AID AGREEMENT

This agreement is made between the TOWN of BROOKLINE, NEW HAMPSHIRE and The TOWN of TOWNSEND, MASSACHUSETTS.

Whereas:

The municipalities hereto are geographically located in the proximity to each other and the parties have determined it is their mutual interest and benefit to furnish and receive supplemental police coverage with each other.

Therefore, in consideration of their mutual covenants, the parties hereto agree as follows:

1. The parties agree and authorize their police officers to furnish actual standby aid and assistance in police protection and in support of any proper police function, upon request, to the other. . For purposes of this agreement, "police officers" or "police" shall mean any person appointed to be a member of the police department of either municipal party and authorized to exercise police powers, including the power of arrest.
2. Each party authorizes the police of the other party to answer calls and provide police protection and service in their municipality, when requested, in the same manner and to the extent as would its own police department.
3. It is mutually understood and agreed the primary duty of each party is to provide adequate police protection within its own municipality and compliance with a request for police assistance is to be rendered at the discretion of the responding party with due consideration given to the individual factors at hand in light of departmental policy and regulations.
4. Personnel who are furnished shall work as far as possible under their own supervisors and any equipment furnished shall, to the extent possible, be operated by the personnel of the municipality furnishing the equipment. General directions shall be given by the appropriate officers of persons of the party receiving the aid: however, nothing shall interfere with the chain of command of the responding party.
5. Neither municipality of this agreement shall be required, except by mutual consent, to pay any charge of compensation to any other municipality to this agreement for services rendered hereunder. Any services performed or expenditures made in connection with furnishing mutual aid under this agreement by either party hereto shall be deemed for the protection and benefit of the inhabitant and property of the requesting party.

6. Any police officer of a municipality hereto furnishing aid to the other municipality shall, at all times, remain the employee of the municipality that employed him/her at the time such aid was furnished and the municipality furnishing aid shall be responsible for his/her wages, workers compensation and all other duties and responsibilities pertaining to his/her employment.
7. The municipality requesting aid shall be responsible for damage to the responding municipality's equipment, except for damage caused by negligence of the responding municipality's employee(s). No claim for any such damage shall be allowed, unless within sixty days after the damage is sustained or incurred, an itemized notice of such claim authenticated under oath is serviced personally or by registered mail, return receipt requested, by the duly authorized representative of the police department concerned upon the principle executive officer of the county or municipality to which such assistance was rendered. Such claim shall be paid primarily from either insurance coverage available to do so or any federal or state emergency funds (e.g., in the event of a natural disaster) available to do so. To the extent no such funds are available, the municipality that requested aid shall seek an appropriation for such claim.
8. This agreement is intended to implement the provisions of NH RSA 48:11A, NH RSA 104:13, NH RSA 105:13-a and Massachusetts General Laws: Chapter 40, Section 8G to extend the authority of all duly authorized police officers of the Town of Brookline and the Town of Townsend, Massachusetts and to extend the authority of all duly authorized police officers of the Town of Townsend, Massachusetts and the Town of Brookline and grant them power of arrest for violations, misdemeanors and felonies in the responding towns, as they would in their own municipality. This agreement is to be interpreted consistently with NH RSA 106-C, "Emergency Police Assistance". It is hereby stated that the Townsend Town Meeting voted on May 6, 2003 to accept the provisions of Massachusetts General Laws Chapter 40, Section 8G.
9. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes, and all privileges and immunities from liability enjoyed by the local government within its boundaries shall extend to its participation under this Agreement in rendering police mutual aid services outside its boundaries to the extent the law provides. During the course of rendering mutual aid assistance as provided for by this Agreement, the municipality rendering such aid shall be responsible for the operation of its equipment, and subject to the limitations of municipal liability, for personal injury sustained or caused by a member of its police department, and for any payments which it is required to make to a member of said department or to his widow or other dependents on account of injuries or death. Each party waives any and all claims against all other parties hereto which may arise out of their activities while rendering aid under this Agreement outside their respective jurisdictions to the extent that each party may legally waive such claims. All pension, relief, disability, and other benefits enjoyed by said police officers shall extend to the services they perform under this Agreement outside their respective jurisdictions, to the extent permitted by law.
10. This agreement shall remain in full force and effect until terminated by the mutual consent of the Chiefs of Police of both municipalities or until ten (10) days after the Chief of Police of one municipality has received notification from the Chief of Police of the other municipality of his intention to terminate this agreement.

This agreement is executed on this ____ day of November, in the year 2014.

Town of Brookline

Town of Townsend

William H. Quigley, III
Chief of Police
Town of Brookline

Erving M. Marshall
Chief of Police
Town of Townsend

Town of Brookline Selectboard

Town of Townsend Board of Selectmen

Justice of the Peace/Notary Public

My commission expires:_____.

3.13

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME**

CONSENSUAL ORDER OF TAKING

The Commonwealth of Massachusetts, acting by and through its Department of Fish and Game, under the authority and in pursuance of Section 15 of Chapter 15 of the Acts of 1996 and Sections 2(26) and 8 of Chapter 21A of the Massachusetts General Laws, as amended, and pursuant to the applicable provisions of Massachusetts General Laws Chapter 79 and of any and every other power and authority to it granted or implied and for the purpose of acquiring lands for fish and wildlife conservation, natural habitat protection, and associated public recreation consistent with and subject to the purposes and protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, does hereby take in fee simple absolute by eminent domain for the purpose hereinbefore set forth, the area of land hereinafter described, including all parcels of land described therein except those specifically excepted, the trees, buildings, shrubs, and all structures standing or affixed thereto, said area or areas being more particularly bounded and described as follows:

That certain parcel of land located northeasterly off Emery Road and northwesterly off South Row Road in Townsend, Middlesex County, Massachusetts, bounded:

NORTHEASTERLY by land of the Townsend Rod and Gun Club, Inc. and land of the Commonwealth of Massachusetts Department of Fish and Game;

SOUTHEASTERLY by land now or formerly of Kevin and Denise Miller shown as Lot 2 on Plan recorded in the Middlesex South District Registry of Deeds as Plan No. 282 of 1992, land now or formerly of Melina Fortunato shown as Lot 3 on Plan recorded in said Registry as Plan No. 1540 of 2004, land now or formerly of Michael and Donna Fortunato shown as Lot 2 on said Plan recorded in said Registry as Plan No. 1540 of 2004, and land now or formerly of Donna I. Savary shown as Lot 1 on Plan recorded in said Registry as Plan No. 762 of 1978;

SOUTHWESTERLY by land now or formerly of Mark S. Bagley shown as Lot 9 on Plan recorded in said Registry as Plan No. 343 of 2000, land now or formerly of Laura A. Silva shown as Lot 8 on Plan recorded in said Registry as Plan No. 285 of 1999, land now or formerly of David W. Buswell shown as Lot 7 on said Plan recorded in said Registry as Plan No. 285 of 1999, land now or formerly of Patrick W. Clinch shown as Lot 6 on said Plan recorded in said Registry as Plan No. 285 of 1999, and land now or formerly of Jonathan M. Butcher shown as Lot 5 on said Plan recorded in said Registry as Plan No. 285 of 1999; and

NORTHWESTERLY by said land now or formerly of the Townsend Rod and Gun Club, Inc.

Containing by estimation 32 acres, more or less.

FOR SUPPOSED OWNER'S TITLE, see 1) Instrument of Tax Taking by the Collector of Taxes for the Town of Townsend, dated November 5, 1965 and recorded in said Registry in Book 10978 at Page 294; and 2) Judgment in Tax Lien Case No. 89 TL 084984 by Commonwealth of Massachusetts Land Court foreclosing landowner's right to redeem from said tax taking, dated September 24, 2013 and recorded in said Registry in Book 62754 at Page 252.

MEANING AND INTENDING to take and hereby taking the same premises described above, howsoever the same may be bounded and described, and including any and all fee interest in the streets, roads, and ways referred to in the above description which may be held by the supposed owner(s).

Excepted from the rights herein taken by the Commonwealth are all easements for wires, pipes, conduits, poles, and other appurtenances for the conveyance of water, sewage, gas, oil, electricity, and communication lawfully in or upon said land or lands hereby taken.

Further excepted from the rights herein taken are 1) all rights-of-way of record now lawfully still in force and in or upon said land or lands hereby taken; 2) title to and/or rights of the public and others entitled thereto, if any, in and to any portion of the land or lands taken lying within the bounds of any roads or highways; 3) any riparian rights of others in and to ponds or

streams on the land or lands herein consensually taken; and 4) all easements by necessity in or upon said land or lands hereby taken.

And, the Commissioner of the Department of Fish and Game makes the following award(s) for the damages sustained by the owner(s) and all other persons, parties, or entities including all mortgagees, lessees, and/or obligees of record having any and all interest in the area or areas hereinbefore described in the said taking to his/her/its property or entitled to any damage by reason of said taking:

<u>Supposed Owner</u>	<u>Award</u>
Town of Townsend	\$44,800

Said award is made subject to satisfactory proof of ownership or entitlement by individuals and/or entities claiming ownership of said parcels and/or entitlement to said award.

IN WITNESS WHEREOF, the Commonwealth of Massachusetts has caused these presents to be executed in its name and on its behalf by Mary B. Griffin, Commissioner of the Department of Fish and Game, herewith duly authorized, who does hereunto set her hand and seal this _____ day of _____, 20 ____.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF FISH AND GAME

By: _____
Mary B. Griffin, Commissioner
251 Causeway Street Suite 400
Boston, MA 02114

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20 ____

On this day before me, the undersigned Notary Public, personally appeared the above-named Mary B. Griffin, proved to me through satisfactory evidence of identification which was personal knowledge of identity, to be the Commissioner of the Department of Fish and Game of the Commonwealth of Massachusetts whose name as Commissioner is signed above, and acknowledged to me that she signed the foregoing instrument voluntarily as Commissioner of said Department for its stated purpose.

Notary Public

SEAL

My Commission Expires: _____

OPTION TO BUY

Fee Simple Form

Town of Townsend

To

**The Commonwealth of Massachusetts
Division of Fisheries and Wildlife
Department of Fish & Game
251 Causeway Street
Boston, MA 02114**

To the Division of Fisheries and Wildlife of the Massachusetts Department of Fish & Game:
The Town of Townsend, a Municipal Corporation with an address of 272 Main Street, Townsend, MA 04169, acting by and through its Board of Selectmen,

hereinafter called "GRANTOR", for good and valuable consideration including funds to be expended by the Commonwealth under this Option for title examinations, etc. in reliance on this Option, the adequacy of which is hereby expressly acknowledged by GRANTOR, grants to the Commonwealth of Massachusetts acting by and through its Division of Fisheries and Wildlife of its Department of Fish & Game, 251 Causeway Street, Suite 400, Boston MA 02114, hereinafter called the "COMMONWEALTH", the exclusive right and option to purchase, upon the terms hereinafter set forth, the land(s) described in Section I below, hereinafter called the "Premises", with all buildings and improvements thereon, if any, and all rights, hereditaments, easements, and appurtenances thereunto belonging.

I. Premises to be purchased (include legal description, title reference, lot numbers, street address, assessor's map/parcel numbers, acreage, and plan references, as applicable):

A parcel of land consisting of 32 acres shown as Town of Townsend Assessor's Map 25-3-0 located off South Row Road in Townsend, Middlesex County, Massachusetts. These 32 acres were taken by the Town of Townsend as recorded in the Middlesex South Registry of Deeds at Book 10978 page 294, final decree recorded at Book 62754 page 252 and the location is as shown approximately in Addendum B.

II. This Option is subject to an affirmative vote of the Townsend Annual Town Meeting held on May 6, 2014.

The Premises shall be conveyed to the COMMONWEALTH by a consensual Order of Taking unless the GRANTOR, in consultation with the Commonwealth, determines that a conveyance by deed is preferred.

The following method of conveyance is applicable to this conveyance: (check method selected)

Consensual Order of Taking

Deed

If acquired by consensual Order of Taking, the Premises shall be free of all encumbrances and title defects except those expressly agreed to by the COMMONWEALTH.

IV. The purchase price for the Premises shall be:

Forty-Four Thousand Eight Hundred Dollars (\$44,800.00)

Said purchase price shall be paid by check drawn by the State Treasurer of the COMMONWEALTH or his designee.

V. This Option shall be irrevocable for one hundred and eighty (180) days.

The Director of the Division of Fisheries and Wildlife or his designee shall have the power to exercise this Option to Purchase upon the terms and conditions set forth herein within said thirty (30) day period. Exercise of this Option by the Director shall be effective upon the mailing of written notice thereof to GRANTOR or such representative as GRANTOR may designate in writing.

In the event the Director of Fisheries and Wildlife or his designee fails to exercise this Option within 180 days, this Option shall expire and the rights hereby created shall be null and void unless extended by both parties.

VI. The COMMONWEALTH shall prepare and process all documents necessary to close the transaction within a reasonable time period, except documents which must be provided by GRANTOR such as the Owner's Duplicate Certificate of Title in the case of registered land.

IF PURCHASE IS BY CONSENSUAL ORDER OF TAKING:

GRANTOR hereby affirms that GRANTOR has voluntarily elected to convey the aforescribed real property to the COMMONWEALTH via a consensual eminent domain acquisition in which an Order of Taking recorded in the appropriate Registry of Deeds will effect transfer of title thereto.

A draft Order of Taking shall be prepared by the COMMONWEALTH and forwarded to GRANTOR or his/her/its designated representative for approval. Following the Rowley Town Meeting approval, the COMMONWEALTH shall have the Order of Taking executed by the appropriate governmental authority and shall submit the Order of Taking to the Office of the Attorney General for review.

Following said review and all other necessary reviews, GRANTOR and the COMMONWEALTH shall set a date for closing, with said closing to occur not later than 30 days from the date the Order of Taking is signed.

Payment of the award for the damages incurred from the consensual taking shall be made upon the recording of the Order of Taking and GRANTOR's tendering of a properly executed Acceptance of Full Settlement along with GRANTOR's pro rata share of real estate taxes, if any, as required under Section XI.

GRANTOR hereby covenants that 1) this method of acquisition has been explained to GRANTOR and is fully acceptable, 2) GRANTOR will accept as an award for the damages sustained by this consensual taking the purchase price as agreed to herein, and 3) in exchange for tender by the COMMONWEALTH of a check payable to GRANTOR or GRANTOR's designee in the amount agreed to herein, GRANTOR will sign an Acceptance of Full Settlement acknowledging the receipt and adequacy of said award and releasing the COMMONWEALTH from any additional claim(s) for damages.

VII. Full possession of the Premises free of all tenants and occupants, except as provided herein, is to be delivered at the time of closing, said Premises to be then (a) in the same condition as is now, reasonable use and wear excepted, (b) not in violation of any building and zoning laws, (c) in compliance with the provisions of any instrument referred to in Section II hereof, and (d) free from trash and refuse of any kind, regardless of whether said trash or refuse was on the Premises on the date this Option was signed.

VIII. If GRANTOR is unable to give good and clear record and marketable title, make conveyance of, or deliver possession of the Premises in conformity with the provisions set forth in this Option To Purchase, then GRANTOR shall make reasonable efforts to remove any defects in title and to deliver possession as required herein, in which event GRANTOR shall give written notice of these efforts to the COMMONWEALTH at or before the time for performance.

At the election of the COMMONWEALTH, the time for performance may be extended for such time period as the COMMONWEALTH may determine. The COMMONWEALTH, however, may elect to accept non-conforming title or Premises at a purchase price agreed to by both parties hereto.

IX. Risk of loss or damage to the Premises due to fire or other casualty, including but not limited to Act of God, shall remain with GRANTOR until such time as title actually passes.

X. The recording of an Order of Taking by the COMMONWEALTH shall be deemed to be full performance and discharge of every agreement and obligation herein contained except those agreements and obligations that are to be performed after recording of the Order of Taking or are to survive the transfer of title to the COMMONWEALTH.

XI. Should the actual tax rate or assessment result in an increased tax obligation for the period during which GRANTOR held title, GRANTOR shall forward to the Division of Fisheries and Wildlife, 251 Causeway Street, Suite 400, Boston, MA 02114, a check made payable to the Collector of Taxes of the Town/City in which the Premises are situated in the amount by which

GRANTOR'S actual pro rata share exceeds GRANTOR'S estimated tax payment made hereunder.

Should the tax obligation decrease as a result of an abatement or lower tax rate or valuation, GRANTOR hereby waives any claim thereto against the COMMONWEALTH.

XII. During the term of this Option, the COMMONWEALTH and its employees, agents and contractors may enter upon the Premises at reasonable times to conduct surveys, appraisals, hazardous waste investigations, and for any other purpose related to this transaction.

XIII. GRANTOR agrees that the Premises shall remain in the same condition that it is in at the time this Option is signed until closing and that GRANTOR shall prevent and refrain from any uses of the Premises for any purpose or in any manner that would adversely or materially affect the COMMONWEALTH's intended use of the Premises for fish and wildlife habitat conservation and associated public recreation.

In the event such use occurs on the Premises, the COMMONWEALTH may, without liability, refuse to accept the conveyance of title, in which event this Option shall be terminated and the rights created hereunder shall become null and void.

Alternatively, the COMMON WEALTH may elect to accept conveyance of the Premises or a portion thereof, in which case there may be an equitable adjustment of the purchase price based on the change in circumstances.

XIV. GRANTOR warrants and represents to the COMMONWEALTH that, to the best of GRANTOR's knowledge neither GRANTOR nor anyone else has ever generated, treated, stored, released, discarded or disposed of Hazardous Waste on the Premises nor to GRANTOR's knowledge has any generation, treatment, storage, release, discard or disposal of Hazardous Waste elsewhere than on the Premises resulted in contamination of the Premises.

For the purposes of this Option, "Hazardous Waste" shall mean any "hazardous material" or "oil" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, as amended, and the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, as amended, and in regulations adopted thereunder. This representation by GRANTOR shall specifically survive the COMMONWEALTH's acceptance of a deed to or recording of an Order of Taking for the Premises.

XV. If this Option is exercised by the COMMONWEALTH as provided in Section V, it shall be construed as a Purchase and Sale Agreement between the parties. At any time, however, the obligation on the part of the COMMONWEALTH shall become null and void if any of the following occur:

- (a) the Governor and/or the Governor's Council refuse to assent to this transaction;
- (b) the Executive Office of Administration and Finance refuses to issue a check for

this transaction;

(c) the Office of the Attorney General refuses to approve this transaction or documents pertinent thereto;

(d) the Fisheries and Wildlife Board refuses to approve this purchase; or

(e) it becomes unlawful for the COMMONWEALTH to perform.

GRANTOR expressly agrees that in no event shall GRANTOR seek recourse against the COMMONWEALTH should (a), (b), (c), (d), or (e) or any combination thereof occur.

The COMMONWEALTH expressly agrees that, after exercise of this Option, the COMMONWEALTH shall use its best efforts to obtain such approvals or remove such illegality should (a), (b), (c), (d), or (e) occur. The COMMONWEALTH shall have such additional time in which to make the above efforts as GRANTOR may determine.

XVI. This Option is subject to the provisions of the Addenda attached, as follows:

ADDENDUM A – Agreement Regarding Use of Consensual Order of Taking

ADDENDUM B – Sketch of parcel to be acquired

ADDENDUM A

AGREEMENT REGARDING USE OF CONSENSUAL ORDER OF TAKING FOR
TRANSFER OF REAL PROPERTY

Subject to our review and approval of the Order of Taking and Acceptance of Full Settlement, we agree to the use of a consensual order of taking for the transfer of the real estate described in the attached OPTION TO PURCHASE.

At or prior to closing, we agree to sign an ACCEPTANCE OF FULL SETTLEMENT in the amount indicated in the Option to Purchase and understand that the Acceptance will acknowledge our agreement to the adequacy of the Commonwealth's award for this consensual taking and release the Commonwealth from any claim by us for additional damages. We understand that we and our counsel will have ample time to review and approve all documents prior to their execution.

_____ Date _____
Sue Lisio, Chairman

_____ Date _____
Colin McNabb, Vice-Chairman

_____ Date _____
Carolyn Smart, Clerk



Date recd

4.1

VOLUNTEER RESPONSE FO

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

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

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

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

Name: LISA LEWAND

Phone (781) 308-9072 email NEEGAGNER@GMAIL.COM

Address: 3 WYMAN RD WEST TOWNSEND

Occupation: _____

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

Background/Experience

**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. LIBRARY ART GALLERY COMMITTEE
2. _____
3. _____

Andy Sheehan

From: John & Kim King <johnkimking@verizon.net>
Sent: Wednesday, October 08, 2014 9:13 AM
To: Sheehan Andy
Cc: Struthers Alice; Taylor Tracy; Culotta Carrin; Leward Lisa
Subject: Gallery Committee member recommendation

Good morning,

The Gallery Committee met on October 7, 2014 and voted to approve Lisa Lewand to be appointed to the committee in the vacant 2-year position. This was the former slot held by Nancy French.

Thank you.

Kim King

Treasurer & Temp. Secretary

Townsend Meeting Hall Art Gallery Committee

POSTED



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

A.2

Erving M. Marshall, Jr.
Chief of Police

978-597-2242
978-597-6214

To: Board of Selectmen

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

Re: Full-time Police Officer Appointment

Date: October 29, 2014

On July 28th a search was begun for a full-time police officer due to the retirement of Sgt. Cheryl Mattson. This position was posted as per Town Charter and advertised. Only thirteen applications were received as of the cutoff date of August 29th.

Out of the thirteen applications received, five of the candidates were interviewed for the position by individuals comprised of the senior staff of the Townsend Police Department and Communications Center.

The top choice for this position by a majority vote of the staff was Jeffery Giles who is a nine-year veteran police officer with the last four years being spent as a full-time police officer with the Fitchburg State University. Jeff has an Associate's Degree in Criminal Justice and is working towards his Bachelor's degree. He is a graduate of the 18th MPOC full-time police academy and has hundreds of hours of specialized training (I have attached his resume and application for your review).

With that being said, I would request the appointment of Jeffery Giles as a full-time police officer with the Townsend Police Department with a nine-month probationary period pending the completion of psychological testing. He has already passed his physical and background qualification.

Once Jeff has been appointed and completed the requirements of his psychological testing he will be assigned to a field training officer for several months of in-house training.

My intention is to start Jeff off as a second tier employee due to his already having graduated from a full-time police academy as well as his other specialized training and certifications which will be an increase of \$.97/hr. over recruit rate.

Sincerely,

Erving M. Marshall, Jr.
Chief of Police

Cc: Giles file
Appointment file