



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

Colin McNabb, *Chairman*
Andrew J. Sheehan,
Town Administrator

Carolyn Smart, *Vice-Chairman*

Gordon Clark, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

AGENDA
JUNE 2, 2015, 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, 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 Town Administrator updates and reports. Votes may be taken.
- 1.6 Board of Selectmen announcements, updates, and reports. Votes may be taken.
- 1.7 Meeting minutes. None

II APPOINTMENTS AND HEARINGS

- 2.1 6:15 Recreation Commission: Meeting with the Recreation Commission regarding the classification and compensation plan and pre-employment physicals. Votes may be taken.
- 2.2 6:30 Planning Board vacancy: Joint meeting with the Planning Board to fill one or more vacancies. Votes may be taken.

III MEETING BUSINESS

- 3.1 Executive Session: pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation. Votes may be taken.
- 3.2 Review and accept grants to Townsend Emergency Management Agency (TEMA) for a mobile and a stationary generator. Votes may be taken.
- 3.3 Review and discuss correspondence regarding Unitil electric rates. Votes may be taken.
- 3.4 Review and discuss a request from the Town of Shirley in support of proposed legislation regarding funding for regional school districts, regional school transportation, and special education. Votes may be taken.
- 3.5 Review and sign paperwork related to the sale of two parcels of land totaling 26 acres located at Locke Estates to the Massachusetts Division of Fisheries & Wildlife. Votes may be taken.
- 3.6 Discuss information technology request for proposals (RFP). Votes may be taken.
- 3.7 Discussion of Board of Selectmen goals. Votes may be taken.
- 3.8 Discussion of summer meeting schedule. Votes may be taken.

IV APPOINTMENTS OF PERSONNEL/OFFICIALS

V WORK SESSION

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

2.1

ARTICLE 4

4. COMPENSATION PLAN

All employees shall be paid in accordance with the rates per the wage and compensation plan, excluding those positions within a collective bargaining unit, or under personal contract or agreement with the Board of Selectmen.

The Board of Selectmen, in accordance with the Personnel Policies and Procedures Manual, shall have the responsibility of administering the Town's classification and compensation system.

Advancement of employees through the steps in a grade in the compensation plan shall be on the basis of performance (see policy on Performance Reviews). A performance increase is a salary adjustment within the job grade in recognition of satisfactory performance.

Any employee denied wage/salary adjustments on the basis of an unsatisfactory performance review may be eligible for reconsideration six (6) months after the denial.

An employee, who receives a promotion and has a new job description, shall be assigned by the Board of Selectmen and/or designee to the step in the new grade closest to but higher than that which he/she is currently earning. An employee is required to acknowledge any changes to his/her job description. An employee who is not willing to acknowledge any changes to his/her job description will have a letter signed by their Supervisor, which will be witnessed and placed in their personnel file.

If an employee is transferred to a position in the same grade and step, the employee shall be paid at their same level of compensation.

Compensation for hours worked in excess of the standard work week shall only be allowed with prior Supervisor approval or with the approval of the Town Administrator and shall be as follows:

Hourly Employees - Overtime

Hourly employees who are required to work in excess of forty (40) hours a week shall be eligible for pay at the rate of time and one-half (1.5) for all hours worked in excess of 40, with the prior approval of their Supervisor. The overtime rate is factored including other compensation as defined by the Fair Labor Standards Act (F.L.S.A). Paid sick time is not considered when calculating overtime pay. Early releases or building closures due to weather emergencies are not considered when calculating overtime pay.

Early Releases or Emergency Building Closures

In the event of a building closure due to a State or Local declared emergency, the Department Supervisor and/or designee will notify its employees of such closure.

Non-essential personnel will be paid for their regularly scheduled work hours for any workday that a town building is closed under a Governor's State of Emergency or a Local State of Emergency as declared by the Chairman of the Board of Selectmen or other authorized designee and defined by Article I, Section 1 – Definitions, Emergency Closures.

Employee time sheets shall reflect the employee having received pay for an emergency day.

Employees, including but not limited to the following list of employees that are covered by this plan shall be considered "exempt" employees for the purpose of the Fair Labor Standards Act (FLSA):

- Town Administrator;
- Town Accountant;
- Fire Chief;
- Police Chief & Police Lieutenant;
- Water Department Superintendent;
- Town Treasurer;
- Tax Collector;
- Town Clerk;
- Building Commissioner;
- Highway Superintendent;
- Any other employee whose status should be exempt under the FLSA.

All other employees shall be considered "Non-Exempt" employees for the purpose for the FLSA.

ARTICLE 5

5. CLASSIFICATION PLAN

It is the policy of the Town to establish and provide a uniform system for classifying all positions and to establish proper relationships between those positions not part of a bargaining unit based on the level of responsibilities assumed and the minimum qualifications required to perform the job so that the same schedule of compensation may be applied to each class ensuring equal pay for equal work.

Contents of the Classification Plan

All employees of the Town, excluding those within a collective bargaining unit or under personal contract with the Board of Selectmen, will be employed in positions classified according to the Town's wage matrix. A copy of the wage matrix is available upon request from the Town Administrator. The classification plan consists of the following:

Position Descriptions:

Each position shall have a written job description, written by the Department Supervisor in conjunction with the Town Administrator. The position description shall consist of a statement describing the nature of the essential functions, required work hours, examples of typical duties, the required minimum knowledge, skills, training, abilities, experience and necessary special qualifications, as well as a determination if the position is exempt or non-exempt from the F.L.S.A. (salary or hourly.)

Position descriptions are intended to be representative of the positions in a class and provide illustrations of the type of work performed, and do not necessarily include all duties performed. Position descriptions are not intended to be restrictive. Qualification statements in each position description establish desirable minimum requirements that should be met by a person before appointment, transfer, or promotion to a position in the class.

Responsibility

The Town Administrator or his/her designee, shall have the responsibility for the administration and day-to-day maintenance of the classification plan and is authorized to:

Complete studies of proposed new positions and make recommendations on allocations to existing classes; re-establishment of a former class; establishment of a new class of positions; or deletion of a class of positions.

Provide for studies of existing positions when there has been a substantial change in the essential duties and responsibilities, which justify consideration of possible reclassification.

Conduct periodic studies and request such assistance as may be needed to assure that the classification plan remains uniform and current.

Require the submission of position questionnaires or any other related information when considered necessary for the proper maintenance of the plan.

Make routine revisions to job description content such as additions and deletions of essential functions after review with the applicable department head.

Classification of New Positions

New positions may be established upon the recommendation of the Department Supervisor and/or the Town Administrator. The supervisor proposing the creation of a new position shall provide the Town Administrator and/or the Board of Selectmen with a description of the essential duties, skills, knowledge, abilities, and other work performance requirements of a proposed position in sufficient detail to enable them to appropriately classify the newly created position. Final approval of the new position(s) lies with the Board of Selectmen and/or designee and is subject to an appropriation.

Reclassification of Positions

Positions may not be reclassified without the following steps in order:

A completed Position Analysis Questionnaire submitted by the employee and/or supervisor,

Review by the Town Administrator,

Review and classification by the Board of Selectmen and/or designee.

The Town Administrator and/or designee, shall notify the Department Supervisor and the employee of the decision for the classification request and if applicable, starting date of salary change.

ARTICLE 6

6. RECRUITMENT AND SELECTION

Every person, regardless of race, color, creed, age, sex, religion, disability, sexual orientation or national origin, applying for employment in the Town will receive equal treatment. Persons shall be recruited from a geographic area as wide as necessary to assure that qualified candidates apply for various positions. The recruitment, selection and promotion of candidates and employees shall be based solely on job related criteria as established in the position descriptions and in accordance with proper personnel practices.

For employees working for an elected board/commission, a majority vote by the Board is required to make a recommendation to the Board of Selectmen for appointment.

For employees working for an elected official, the elected official is required to make a recommendation to the Board of Selectmen for appointment.

Recruitment

The Department Supervisors, in conjunction with the Town Administrator or his/her designee, shall have a major role in the recruitment and selection of personnel not covered by a personal contract or collective bargaining agreement. The qualifications, classification and salary range for positions shall be established in accordance with the Town's wage matrix.

Notice of Vacancies

Upon the identification of a vacancy or on the authorization of a new position, the Department Supervisor shall prepare a job vacancy notice. The job vacancy notice shall include the job title, major duties of the position, qualifications, salary ranges, a closing date for applications, and application instructions. Recruitment for a position shall not begin until the Town Administrator or his/her designee approves the job vacancy notice. Notices of vacancy shall be posted and shall be in compliance with the Town Charter unless otherwise governed by a specific state statute or contract or collective bargaining agreement.

Posting and Advertisement of Job Vacancy Notices

Notices of vacant positions shall be minimally posted in house on the town bulletin board after date stamped by the Office of the Town Clerk for not less than ten (10) calendar days, including Sundays, prior to the closing date for applications for employees and the public to review as required by Section 7-10 of the Town Charter. Advertising for entry-level positions should be adequate to ensure that a sufficient number of qualified applicants apply for available vacancies. No position may be filled until at least fourteen (14) days following the date such notice was posted to permit reasonable consideration of all applicants.

Applications

All candidates applying for employment in the Town shall complete an official employment application form and return the form to the appropriate Department or to the Town Administrator's office. The application will be postmarked or stamped received with the closing date specified in the position announcement. Each applicant shall sign the form, and the truth of all statements shall be certified by the applicant's signature.

Selection

The Department Supervisor shall establish any one or a combination of selection procedures in order to determine the candidates' ability to perform in the position:

- Written examination
- Interview
- Practical (or performance) Test
- Evaluation of Experience and training

The methods of selection used shall be developed in a manner so as to not discriminate by age, race, gender, ethnicity, religion, sexual orientation or disability.

References

A candidate's former employers, supervisors, and other references may be contacted as part of the selection process. References and other background investigations shall be documented and made part of the applicant's file. All reference checks and investigations shall be completed prior to the offer of employment.

Application Records

The Town Administrator or his/her designee shall maintain the application, reference checks, and related documents submitted for the period required by law. The Town shall to the extent as allowed by law maintain the confidentiality of the application.

Appointment

The Department Supervisor shall make all appointment notifications in writing to the Board of Selectmen. The written notice of appointment shall include the salary, the starting date, and any conditions of employment not covered in these personnel policies.

Pre-Placement Medical Examinations

Persons selected for employment with the Town, after receipt of notice of an offer of employment and prior to the starting date of employment, are required to have a pre-placement medical examination, unless the position for which the person being appointed does not require a fitness for duty examination. The examination shall be at the expense of the Town by a physician designated by the Board of Selectmen. The examining physician shall advise as to the applicant's fitness for the position that the applicant is being hired for.

2.2

**NOTICE OF JOINT MEETING
BOARD OF SELECTMEN
AND
PLANNING BOARD**

June 2, 2015 at 6:30 PM
Selectmen's Chambers
272 Main Street, Townsend

R E C E I V E D
MAY 19 2015
TOWN OF TOWNSEND
TOWN CLERK

The Board of Selectmen and Planning Board will convene a joint meeting on Tuesday, June 2, 2015 at 6:30 PM in the Selectmen's Chambers, 272 Main Street, Townsend.

The purpose of the meeting is to fill one vacancy on the Planning Board. The appointments will be made by majority vote of the Board of Selectmen and the Planning Board.



Date received 5/7/15

VOLUNTEER RESPONSE FORM

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: LAURA E SHIFRIN

Phone (978) 808-1733 email laurie8884@gmail.com

Address: 28 Banker Hill Rd

Occupation: REAL ESTATE

Amount of time available
(per week/per month): 1 night per month

Background/Experience
you name it!

**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. Planning Board - one year
2. _____
3. _____

Procedures for Filling Vacancies on Elected Boards and Commissions

This procedure follows the steps outlined in MGL c. 41, s. 11, Appointment to fill vacancy in town office. C. 41, s. 11 reads:

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

Within one (1) month of a vacancy the board or commission shall give written notice to the Board of Selectmen;

Selectmen shall post notice of a joint meeting at least one week in advance of the meeting; alternatively the Board of Selectmen and the board or commission shall separately post notices of their meetings at least one week in advance so long as the item is reflected on the agenda of each;

Chair of the Board of Selectmen calls the joint meeting to order or announces the agenda item;

Chair calls for nominations to fill the vacancy;

Chair calls for seconds to nominations;

Chair calls for roll call vote of nominees by the members of the Board of Selectmen and the members of the board or commission;

Chair declares the candidate who receives a majority of votes;

The candidate so chosen shall fill the vacancy until the next annual election.

Andy Sheehan

From: Tom Whittier <troop10@comcast.net>
Sent: Tuesday, May 26, 2015 9:52 PM
To: asheehan
Cc: colinmmcnabb@gmail.com; Shirley Coit
Subject: TEMA

3.2

Hi Andy,

Just a reminder, TEMA would like to be on the agenda next Tuesday for CEO signatures on the two grants we were awarded. I estimate only a few minutes and I'll get copies to you prior to the meeting

Thanks

Tom

Tom Whittier | Scoutmaster, Advisor
BOY SCOUTS OF AMERICA
Troop 10 Townsend, MA
Venture Crew 30, Townsend Fire-EMS
194 Mason Rd.
West Townsend, MA 01474
P 978-597-2095 | F 978-597-2095 | C 617-833-3956
troop10@comcast.net



alt="">

Andy Sheehan

3.3

From: Colin M. McNabb <colinmmcnabb@gmail.com>
Sent: Monday, May 04, 2015 4:38 PM
To: Andy Sheehan
Subject: Fwd: Unutil Letter Request
Attachments: Unutil NH Articles.pdf; Untitled attachment 00141.htm

Sent from my iPhone

Begin forwarded message:

From: Brent Carney <brcarney1015@gmail.com>
Date: May 4, 2015 at 3:35:37 PM EDT
To: Colin McNabb <Colinmmcnabb@gmail.com>
Cc: Karen Chapman <kchapman@townsend.ma.us>, Ed Hermann <edward.hermann@gmail.com>, "mbrown.galaxy@yahoo.com" <mbrown.galaxy@yahoo.com>, Kathy Thompson <kthomp261@gmail.com>
Subject: **Unutil Letter Request**

Dear Colin,

Thanks so much for taking the time to speak with me this past Friday.

As we discussed, the Energy Committee is requesting that as the elected representatives of Townsend, the Board of Selectmen send a letter to Unutil requesting an explanation why electric rates in Townsend remain at a high and unchanged level, while in New Hampshire media reports indicate they have requested a 55% rate reduction effective on June 1, 2015 (see attached media reports).

There is currently a lack of information as to why rates are dramatically decreasing in New Hampshire, yet remaining the same here. Our intent for this initial letter is to gather information, allowing us to then reconvene as a group to decide our next course of action, including potentially sending a formal complaint to appropriate government bodies.

You had suggested having the Energy Committee (and possibly our State Rep.) co-sign the letter, and while we have not discussed this as a committee, I do not believe there would be any objections to doing that.

Thank you and the full Board of Selectmen for the consideration of and assistance with this issue.

Sincerely,

Brent Carney

Unitil : NH electric rates expected to drop

03/25/2015 | 03:20am US/Eastern

March 25--The warmer weather isn't the only reason people will be smiling.

Liberty Utilities filed a request with the Public Utilities Commission for summer electric rates that could reduce overall electricity bills by 30 percent from May 1 to Oct. 30. Other Southern New Hampshire utilities say they expect to submit new rate requests in the next week.

Electricity rates are typically cheaper in the summer because of lower demand for natural gas, according to utility officials.

"I can tell you we are very happy the prices are dropping and the customers will see reductions," said John Shore, spokesman for Liberty Utilities. "We realize this winter was very difficult for the customers."

Liberty Utilities is filing for a rate of 6.8 cents per kilowatt hour compared to the current rate of 15.4 cents. The rate decrease will result in an average bill reduction of \$47.25, according to Shore.

The PUC is expected to rule on the request by Monday.

The New Hampshire Electric Cooperative board of directors is not expected to vote on rates until March 31. Unitil is still collecting bids and expects to file rate requests April 3.

Winter rates for Unitil increased 44 percent, while NHEC rates increased 12 percent.

NHEC spokesman Seth Wheeler declined to speculate on how rates might change, but he said customers might have to get used to the price fluctuations.

"I think what you'll see is a continuation of these wide seasonal swings in price of electricity," Wheeler said. "You're seeing it go way up in the winter and down in the spring, and it's really driven by the cost of natural gas."

Eversource customers have seen a 6 percent increase on their bills over 2014, from 9.8 cents per kilowatt hour to 10.5 cents, according to spokesman Martin Murray. The cost of power will be re-evaluated in May, he said.

Eversource is less dependent on contracting power than other utility companies.

"It does not go up and down wildly," Murray said. "We are not as exposed as much to the marketplace, which is quite volatile."

Electricity rates dropping in near term



COMMENT Recommend 0

By Casey Conley
cconley@fosters.com

Posted Apr. 3, 2015 at 6:28 PM

DOVER — After a difficult winter that brought spiraling electricity costs, New Hampshire power customers are getting a break.

Two of the state's electric utilities, N.H. Electric Cooperative and Liberty Utilities, have announced sharp rate cuts while a third, Unitil, has filed paperwork with the N.H. Public Utilities Commission requesting a 55-percent reduction for power costs starting June 1.

Eversource, formerly Public Service of New Hampshire, is expected to file a mid-year rate adjustment in May that would take effect July 1. A company spokeswoman wouldn't say what direction rates were headed.

"What we have seen in the wholesale markets would indicate the rate could go down," Tom Frantz, director of the electric division for the N.H. Public Utilities Commission, said of Eversource.

What accounts for the wild fluctuations? Broadly speaking, it's related to natural gas supply and demand.

New England has limited natural gas pipeline capacity. Demand surges during the cold-weather months as the fuel is needed for home heating and for power plants that make electricity.

1 of 3 Premium Clicks used this month

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and cools as people need less natural gas for heat, which leads to lower electricity prices.

The N.H. Electric Cooperative, which has 83,000 customers across New Hampshire, including some in Durham, Lee and Alton, reduced its power rate by 44 percent. Most customers will save between \$23 and \$47 a month under the new rate effective May 1.

The Liberty Utilities, which serves customers in Salem, Pelham and the Lebanon-Hanover areas, announced a nearly 50 percent cut in its power rate also effective May 1. The reduction will save the average customer \$47 a month, the Associated Press reported.

If approved, Hampton-based Unitil's new rate would be 10 percent lower than last year's summer rate, spokeswoman Carol Vallanti said. Overall power costs account for about half of a customer's bill, so the 55 percent reduction in electricity supply costs could mean total monthly savings of around 37 percent.

These three utilities set rates on six-month intervals, while Eversource sets 12-month rates that begin Jan. 1. However, the utility almost always issues a mid-year rate correction, Frantz said.

Eversource, which is the lone electrical utility that operates power plants in New Hampshire, was somewhat insulated from winter price spikes over the last two years, spokeswoman Lauren Collins said this week.

COUPON OF THE WEEK

Brazilian + Pedi + Shellac Mani = \$100
Pre-book 3 consecutive massages, maintenance spa or co2 treatments and...
Pinewood Laser & Spa

SEE ALL ONLINE TODAY MORE >>

\$65 Color & Cut or Halo Foil Hair by Liz

d
st
25

ibs

Andy Sheehan

3.4

From: Garvin, Patrice <pgarvin@shirley-ma.gov>
Sent: Monday, May 11, 2015 7:49 AM
To: mhaddad@townofgroton.org; mandrews@town.pepperell.ma.us; Andy Sheehan (asheehan@townsend.ma.us)
Subject: Sponsored Legislation
Attachments: CHAPTER 71 PUBLIC SCHOOLS.docx; General Information.docx; ASRSD.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

Attached is legislation that the Town of Shirley has supported through its state representative, Representative Benson. Your support would be valued. Please let me know what your thoughts on this much needed change. In summary the legislation does the following:

1. If the Regional Schools desire more than 2 ½ percent increases the schools go to the voters and ask for an override.
2. If the state cuts regional school transportation the towns can charge the different in bus fees.
3. Special Ed is covered by the state

The Town of Shirley, like your Towns, needs more controls on school spending and ability to increase lost revenue.

Look forward to hearing from you.

Patrice

CHAPTER 71 PUBLIC SCHOOLS

Section

16B Budgets;

apportionment of expenses

Section 16B. The regional district school committee, by a two-thirds vote of all its members, shall annually determine the amounts necessary to be raised, after deducting the amount of aid such district is to receive pursuant to section sixteen D, to maintain and operate the district school or schools during the next fiscal year, and amounts required for payment of debt and interest incurred by the district which will be due in the said year, and shall apportion the amount so determined among the several municipalities in accordance with the terms of the regional school district agreement.

The amounts so apportioned for each municipality shall be certified by the regional school district treasurer to the treasurers of the several municipalities within thirty days from the date on which the annual budget is adopted by a two-thirds vote of the regional district school committee, but not later than April thirtieth. The regional school district treasurer shall include in the certification to each municipality a statement setting forth the amount which the district is to receive under said section sixteen D for the ensuing fiscal year and the proportionate share of such aid for such municipality, the amount, if any, by which the unencumbered amount in the excess and deficiency fund, so called, of the regional school district at the end of the preceding fiscal year, as certified by the commissioner of revenue pursuant to section sixteen B1/2, exceeded five per cent of the regional school district's operating budget and its budgeted capital costs for the current fiscal year, and the proportionate share of any such excess in said fund by which such municipality's assessment for the current fiscal year was reduced.

The regional school district treasurer shall provide a copy of the adopted budget to the chairmen of the boards of selectmen, chairmen of the finance committees, mayors, presidents of the city councils and the treasurers of the several municipalities.

Notwithstanding any provision of law to the contrary, the superintendent of schools of a regional school district may, on matters relating to the regional school budget, address the membership at a city council meeting, a town meeting or a meeting of the town council in a municipality having a town council form of government in cities and towns within the regional school district when the regional school budget is being considered.

The members of a regional school district, including a vocational regional school district, may elect to reallocate the sum of their required local contributions to the district in accordance with the regional agreement; provided, however, that the total sum of their required contributions shall not be decreased. Election shall be by approval of all members of the district. Approval of each member shall be given by majority vote at an annual or special town meeting, in the case of towns, or by majority vote of the council, in the case of cities. The commissioner of education shall be notified upon the adoption of this section by this district. Nothing in this section shall be construed to affect the calculation of the members' required local contributions for any succeeding year as provided by chapter seventy of the General Laws.

The annual regional school district budget as adopted by a two-thirds vote of the regional school district committee shall require the approval of two-thirds of the local appropriating authorities of the member municipalities. The regional school district budget so approved shall be apportioned between or among the member municipalities and paid in accordance with the terms of the agreement.

In the event that the regional school district budget in a regional school district is not approved by at least two-thirds of the member municipalities as required by this section, the regional school district committee shall have thirty days to reconsider, amend and resubmit a budget on the basis of the issues raised. The amounts required to be raised on account of the regional school district budget shall be reapportioned between or among the member municipalities by the regional school district committee

and a copy of the amended budget shall be provided, not later than seven days from the date the amended regional school district budget was adopted by the regional school district committee, to the chairmen of the boards of selectmen, chairmen of the finance committees, mayors, presidents of the city councils and treasurers of the member municipalities. With the approval of the commissioner of education, a regional school district committee may have an additional fifteen days within which to reconsider, amend and reapportion said budget. The respective amounts reapportioned between or among the member municipalities by the regional school district committee shall be recertified by the district treasurer to the treasurers of the member municipalities not later than seven days from the date the amended regional school district budget was adopted by the regional school district committee. Prior to the expiration of forty-five days from the date on which such budget was adopted by the regional school district committee, each member municipality shall hold a meeting of the local appropriating authority to act upon the appropriation of the budget so reapportioned and recertified to it. If the appropriating authorities of at least two-thirds of the member municipalities vote to appropriate the amounts so reapportioned and recertified to them, such budget shall be considered approved and shall be apportioned between or among the member municipalities and paid by them in accordance with the terms of the regional school district agreement. In the case of a regional school district having three or more members, if the appropriating authorities of more than one-third of the member municipalities vote not to appropriate the amounts so reapportioned and recertified to them, then the budget shall again be recommitted to the regional school district committee for action pursuant to this paragraph. In the case of a two-member regional school district, if the appropriating authority of either member municipality votes not to appropriate the amount so reapportioned and recertified to it, the provisions of the following paragraph shall apply.

~~The regional school district committee shall convene a special district-wide meeting open to all registered voters in both municipalities at which the amended regional school district budget, proposed by the regional school district committee, shall be considered. Such meeting shall be called pursuant to a warrant, under the hands of at least a majority of the regional school district committee, notice of which shall be given at least fourteen days prior to the date of such meeting. The warrant shall state the time, place and purpose of the meeting and shall be directed to the district secretary, who shall give notice by posting a copy in the city or town clerk's office and at least two other public places in each member municipality and who shall further provide notice by publishing a copy of said warrant in at least one newspaper in general circulation within the member municipalities. The boards of selectmen of the member municipalities in a joint meeting shall, by a majority vote of those present, appoint a town moderator or any other person acceptable to the boards of selectmen to act as moderator and the district secretary shall keep the record of such meeting. Approval of the regional school district budget shall require the affirmative vote of at least a majority of those present and voting thereon, by a counted vote. The regional school district budget so approved shall be apportioned between the member municipalities and paid by them in accordance with the terms of the regional school district agreement. If, after submission of the budget, no agreement is reached as to a budget for the regional school district, the district shall notify the Department of Education of a lack of a budget and the commissioner, or his designee, shall certify an amount sufficient for the operation of the district and order the appropriation thereof in an amount not less than 1/12 of the total budget approved by the region in the most recent fiscal year. Similar sums shall be certified and appropriated for each successive month to insure the continued provision of services by the district until such time as a budget is adopted and approved by the regional committee and member towns in the manner otherwise provided herein. In the event a budget is not adopted by December first in any year,~~

~~the department shall assume operation of the district and funds for same shall be deducted from local aid distributed to member towns.~~

A regional school district shall in any case where their budget request is in excess of two and one half percent (excluding new growth) notify each member town to request an override vote in accordance with existing statutory requirements. In a two member district the override must pass in each member community, greater member districts a majority of the communities must pass the override to be enforced in all member communities.

~~A member municipality of a regional school district having three or more members need not hold a meeting of its local appropriating authority to act upon the appropriation of amounts reapportioned and recertified to it if it has previously voted to appropriate for the regional school district an amount equal to or greater than the amount so recertified to it, notwithstanding the provisions of the fifth paragraph of this section. A municipality that does not hold such a meeting prior to expiration of forty five days from the date on which an amended budget was adopted by the regional school district committee shall be deemed to have voted to appropriate the amounts reapportioned and recertified to it.~~

At any time after the adoption of the annual budget, the regional district school committee may reduce the amount to be raised by assessment to the several municipalities and reapportion the reduced amount in accordance with the terms of the regional school district agreement for apportionment of costs. The regional school district treasurer shall recertify the amounts reapportioned to the treasurers of the several municipalities within thirty days from the date on which the regional district school committee votes to reduce the annual budget or assessments. If the recertification is made after the annual town meeting of a member town, the amount recertified shall be considered an amendment to the amount required to have been

appropriated at that meeting without the necessity for further action by the town, and, if the annual assessment of taxes has not been made, the municipal assessors shall include only the amount so recertified in making the annual assessment of taxes under the provisions of section twenty-three of chapter fifty-nine.

For the purposes of this section, a vote or votes by a local appropriating authority to appropriate the municipality's apportioned share of the regional school district budget shall constitute approval of the annual regional school district budget; provided, however, that any municipality's apportioned share may not be increased in the same fiscal year without approval of the local appropriating authority.

The clerk of each member municipality shall, within seven days following a vote concerning a regional school district budget or apportionment, certify in writing to the treasurer of the regional school district the results of such vote by the municipality.

This section shall apply to all regional school districts established under the provisions of a special law, notwithstanding any contrary provisions in any such special law.

Section	16C	School transportation
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Section 16C. The regional school district shall be subject to all laws pertaining to school transportation; and when the agreement provides for the furnishing of transportation by the regional school district, the regional school district shall be obliged to provide transportation for all school children in grades kindergarten through twelve and the commonwealth shall reimburse such district to the full extent of the amounts expended for such transportation; provided, however, that no reimbursement for transportation between school and home shall be made on account of any pupil who resides less than one and one-half miles from the school of attendance, measured by a commonly

traveled route. The commonwealth shall further reimburse such district to the full extent of the amounts expended for the transportation of pupils between school and a child care center licensed or approved by the department of early education and care or a child care facility which is part of a public school system or a private, organized educational system, in accordance with standards approved by the school committee; provided, however, that no reimbursement shall be made if the distance between the school and said facility is less than one and one-half miles, measured by a commonly traveled route, nor shall reimbursement be provided for transportation to a day care facility located outside the boundaries of the regional school district. The state treasurer shall annually, on or before November twentieth, pay to the regional school districts, subject to appropriation, the sums required for such reimbursement and approved by the commissioner of education.

In any case where the state fails to reimburse regional school districts the full amount of transportation costs using the mathematical computation as outlined above, the regional school district shall be able to charge a fee to the parents of children using busing, to cover the difference between state reimbursement and the actual cost of the annual transportation.

CHAPTER 71B

CHILDREN WITH SPECIAL NEEDS

Strike Sections 5, 5.a and 8

Insert Section 5; The state of Massachusetts shall be responsible for the educational and transportation costs for children identified as Special Needs throughout the commonwealth.

General Evidence for Law Change(s)

1. Regional School Districts are authorized by law (MGL Cpter 71) They act and have legal standing to act as a quasi governmental entity (Much like a Municipal Government) they can;

- > Issue bonds (Create debt) And mandate payment from the communities (MGL 71, 14B d)
- > Bill towns for transportation costs (MGL 71 14B Para e)
- > Lease or purchase property for the Region (MGL 71 14C)
- > they can incur debt (MGL 71 14D)
- > they can call for elections (MGL 71 14E)
- > They can sue and be sued, but only to the same extent and upon the same conditions that a town may sue or be sued (MGL 71 16)
- > To receive and disburse funds for any district purpose (MGL 71 16 f)
- > Assess (Tax) member towns for any expenses of the district. (MGL 71 16 h)
- > Engage legal counsel. (MGL 71 16 j)
- > Enter into legal contracts (MGL 71 16 a)

The only thing a region school district does NOT have to do, which a city/town has to follow is Mass. Gen. Laws Ch. 59 § 21C, otherwise known as proposition 2 ½ And therein lies the problem that will, given time financially ruin cities and towns. As an example our new Regional School District has increased their assessment in excess of 5% each of the last 4 years of their existence at Town Meeting, while the community can only increase taxes at the rate of 2 ½ percent, creating cuts in other town services, taxes increases, structural deficits or a portion of all three. Towns by law are required to have a Town Wide vote (in addition to Town meeting vote/Selectmen Approval) to exceed the limits of MGL 59 21C

Regional School Districts being a quasi governmental entity as outlined above, should be required to adhere to existing funding limitations equal to their member towns.

Shirley is not the only community going through this financial crisis (And remember almost everyone at the state level supported this regionalization after no regions had been formed in years) Other communities are losing services (Police Officers, Fire, DPW) as funds for that purpose were diverted to pay for their regional school assessment and the override fail. It is absolutely outrageous that communities must sacrifice municipal services for the ENTIRE community to fund a quasi governmental entity that has no controls on spending that in our case is used by 25% or less of the population.

The ability to simply mail an assessment to a member community is a form of taxation without representation. If a Regional School empowered by legislation to act as a quasi governmental entity, with the power (and more) enumerated above has a valid case to request increases above the MHL 59 21C limitations, they should present it to the entire voting population of the member communities, as it is those people that will be paying the costs.

a. Regional Schools have a higher percentage of annual assessments than Town Operated Schools

b. MCAS (testing) results for Regional Schools do not equate to the higher assessment costs when compared to Town Operated Schools

c. Regional School District have a higher administrative cost (per pupil) than do Town Operated Schools, generally above the State average (of \$502.00 per pupil spent on Administration)

Data Source: National Center for Education Statistics, U.S. Dept of Education and MA Dept. of Elementary and Secondary Education

2. Transportation;

One incentive offered by the State is to cover the costs of regional transportation, since the inception of this regional district costs have never been at 100% reimbursement. Creating another shortfall in the school operating budget.

We need to change the language to say that in cases where regional school district reimbursement is not at 100%, the regional school district can access the parents of those attending on a per child basis, the cost of the difference between reimbursement from the state and the actual cost of the transportation provided.

3. Special Needs

In partial defense of a Regional School District (or any School entity) One of, if not the biggest "budget buster" is Special Needs Education All sources of information point to one or two glaring realities. This is State/Federal mandated and the funding over the last 6-8 years has decreased or been level funded, when the cost to educate a special need Child steadily increase, one study below indicated a 56% increase from 2006-2012, while costs to educate non special needs has only increased 36% in the same period. (in our District one Special Needs choice in was going to cost approximately \$40,000.00 per year while the average child is at \$14,000.00) During this same six year period state funding/reimbursement have been level funded or declined.

This is in effect an unfunded mandate to School Districts that in turn affects the communities.

Therefore I would like to support your idea, and further it by introducing legislation that the State assumes all financial responsibilities for Special Need education, out of the State DESE operational budget. The State could have a better tracking system, the changing of schools for the Special Needs student would not have a drastic impact on the receiving school, the state could then better control costs by flattening out the program to insure uniform educational standards throughout Massachusetts School Districts and pay for those educational achievements. Making all of the Schools spend the same amount to educate these students, thereby insuring a uniform educational experience regardless of where this student goes. This

would also hopefully reduce the parents need to “School Shop” for the best education for their Special Need Child as all education would be alike.

In our School District Special needs costs are now over 20% of the budget and increase dramatically each year.

Some findings;

A 2012 report (attached) issued by MAAP Showed that between 2006-2012 costs for educating Special Needs increased by 56% as compared to 36% for non- Special Needs.

A 2010 Boston Globe Report “Special education costs have soared in local school districts during the past five years, driven by higher program costs, continued demand for those programs by parents, and cutbacks in state and federal aid. The costs have grown at double the rate of regular school budgets in about half of the area’s school districts, even as schools have been forced to cut other services and lay off staff. Special education takes up about 20 percent of overall budgets statewide. State aid has been reduced as well, with the financial burden shifting more to the school districts. For example, the state in previous years had paid up to 70 percent of expenses for the severely handicapped, but that amount has slipped to about 40 percent. Federal grants have dried up, too, although federal stimulus money has helped stave off some layoffs. But because many special education programs are mandated by state or federal law, it is difficult to cut from those budgets. Instead, school officials turn to the regular budget for cuts, said officials.

Ayer/Shirley Regional Specifics for Law Change

Without this proposal or some form of cost controls and increased educational achievements you will see one or both of the events being initiated after Town meeting (given the schools request for funding this fiscal year)

a. A study initiated to discuss de-regionalizing the ARSD

b. At tax rate instituted at approx \$21.00 per thousand, which will then drive foreclosures to an all time high (as over 45% of our residents are at or within 2 years of retirement/fixed income)

	<u>FY12</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u> <u>(projected)</u>
AYER SHIRLEY REGIONAL					
SCHOOL DISTRICT					
Regional School Assessment	4,709,291.00	4,950,000.00	5,331,343.00	5,729,779.00	6,094,101.2
% variance		5.11%	7.70%	7.47%	10.87%

1. In 4 years of regionalization the assessments have been 5% or greater and have increased the cost to Shirley \$1,020,488.00 (FY12-15)
2. If announced increase for FY16 remains, in 5 years the cost to Shirley will be \$1,384,810.29 (FY12-16)
3. There has been no visible "Economies of Scale" in merging two school systems
4. The above numbers do NOT count the legacy costs left with Shirley, School Debt, Retirement, etc.

Chapter 70 Foundation Budget and Net School Spending	Year	2012	2013
	Actual Net School Spending	\$19,973,959	\$20,534,932
	Foundation Budget	\$16,879,384	\$17,419,519
Actual NSS Above Foundation Budget	Percent Above	18%	18%
	Required NSS Budget	\$17,743,809	\$17,960,436
Actual NSS Above Required Net School Spending	Percent Above	13%	14%

Source DESE

District Profile

Grades offered: PK-12

141 Washington St
Ayer, MA 01432
(978) 772-8600

Students: 1668
Elementary Schools: 2
Middle Schools: 1
High Schools: 1

Massachusetts District Ranking:

193rd (of 333 districts)

Ranking updates are approximately yearly, usually the same day the MA Dept. of Education releases their test scores. Last update for Massachusetts was September 19, 2014.

Each school is ranked by calculating an Average Standard Score across grades. The school with the highest Average Standard Score is ranked

Test scores included in the rankings include: MCAS English Language Arts, MCAS Mathematics, MCAS Science and Technology/Engineering, MCAS Biology, MCAS Chemistry, MCAS Introductory Physics, MCAS Technology/Engineering

Data Source: National Center for Education Statistics, U.S. Dept of Education and MA Dept. of Education



Commonwealth of Massachusetts Department of Fish & Game

Division of Fisheries & Wildlife

3.5

May 19, 2015

Townsend Board of Selectmen
272 Main Street
Townsend, MA 01469

Dear Board of Selectmen:

Enclosed is the option package regarding the 26-acre town-owned parcels known as Map 44-4-0 and 44-4-11 on Haynes Road in Townsend, MA. The cover sheet explains the components enclosed, which are:

- Option to Buy in Fee Simple
- Disclosure of Beneficial Interest
- Environmental Site Assessment Consent Form
- Tax Reporting Form (W-9)
- Affidavit of Tax Compliance

The option quotes a price of \$21,000.00 for 26 acres, since the land is already protected under the Townsend Conservation Commission. We already have the appraisal and title review completed. As you are aware Town Meeting already authorized the sale. As you are also aware, Article 97 legislation will be required.

Please let me know if you have any questions. Otherwise, please execute the enclosed documents and return them to me. I can be reached at the number below or at anne.gagnon@state.ma.us or on my cell (617) 599-7049 if you have any questions. We appreciate your continued commitment to wildlife habitat.

Sincerely,

Anne Gagnon
Northeast District Land Agent



LANDOWNER CONSENT FORM
ENVIRONMENTAL SITE ASSESSMENT
MASSACHUSETTS DEPARTMENT OF FISH AND GAME

The ENVIRONMENTAL SITE ASSESSMENT consists of a visual inspection of the premises, check of public records, and interviews with local officials and people familiar with the site. The purpose of this assessment is to determine whether or not there is a current or historical reason to suspect that the parcel considered for acquisition is impacted by contamination either at the site or from properties nearby. Results of this assessment will determine whether to proceed with the acquisition or recommend more testing or remedial action. The purpose of this form is to ensure that the landowner is aware of what the review includes and how it will be carried out. Current policy requires that an Assessment be completed for each acquisition.

I, _____, grant permission for the Massachusetts Department of Fish and Game employees and/or its contractors to enter the Town of Townsend property known as Map 44-4-0 and 44-4-11 located on Haynes Road in the town of Townsend for purposes of carrying out a limited environmental site assessment as detailed in the June 7, 2010 EOEA ENVIRONMENTAL SITE ASSESSMENT FORM, a copy of which is attached, and to conduct interviews related to the form with town officials and other individuals familiar with the property.

Date

NAME & TITLE, Town of Townsend



MassWildlife

Explanation of Acquisition Forms

OPTION TO BUY

This document spells out the terms of the acquisition, and explains the acquisition process. In signing, the Commonwealth is granted the exclusive right to purchase the property according to the terms set forth in the document. It is essential that the option be signed in order to allow the necessary time to process the acquisition. Consensual eminent domain is ordinarily used for the conveyance.

DISCLOSURE OF BENEFICIAL INTEREST

In most cases, the grantors are the only persons who must be listed on this form. Its sole purpose is disclosure if any employees of DCAM or elected officials have a beneficial interest in the transaction. Please don't forget to fill in your name and address in the form when signing it.

ENVIRONMENTAL SITE ASSESSMENT CONSENT FORM

The ENVIRONMENTAL SITE ASSESSMENT consists of a visual inspection of the premises, check of public records, and interviews with local officials and people familiar with the site. The purpose of this assessment is to determine whether or not there is a current or historical reason to suspect that the parcel considered for acquisition is impacted by contamination either at the site or from properties nearby. Results of this assessment will determine whether to proceed with the acquisition or recommend more testing or remedial action. The purpose of this form is to ensure that the landowner is aware of what the review includes and how it will be carried out. Current policy requires that an Assessment be completed for each acquisition.

TAX REPORTING FORM

We are required to issue IRS Form 1099 to the grantor reporting the amount of payment for the property. In order to do this, and in order to generate a Commonwealth check, we need the W-9 form completed.

AFFIDAVIT OF TAX COMPLIANCE (individual, partnership, trust, or corporate)

This affidavit is self explanatory, and is required to be completed by each grantor. This form must be notarized.

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):

Two parcels of land consisting of 36 acres shown as Town of Townsend Assessor's Map 44-4-0 and 44-4-11 located on Locke Road in Townsend, Middlesex County, Massachusetts. These 36 acres were deeded to the Town of Townsend as recorded in the Middlesex South Registry of Deeds at Book 53439 page 134, and the property is shown as Open Space Area "A" and open Space Area "B" on a plan entitled "Locke Estates, Townsend, Mass., Prepared for Gerald and Joan Croteau" dated May 25, 1999, amended March 21, 2000, prepared by Ducharme & Wheeler, Inc. Bolton, MA, said plan recorded in the Middlesex South Registry of Deeds as 637 of 2000 and as shown in Addendum B.

II. This Option is subject to the 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)

 x 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:

Twenty-One Thousand Eight Hundred Dollars

(\$21,000.00)

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 – Plan of parcels to be acquired (Open Space Parcels “A” & “B”)

SIGNED AND SEALED this ____ day of _____, 2015.

_____ Date _____
Colin McNabb, Chairman

_____ Date _____
Carolyn Smart, Vice-Chairman

_____ Date _____
Gordon Clark, Clerk

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.

Colin McNabb, Chairman

Date _____

Carolyn Smart, Vice-Chairman

Date _____

Gordon Clark, Clerk

Date _____



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

3.7

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

Colin McNabb, *Vice-Chairman*

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

MEMORANDUM

TO: Board of Selectmen

FROM: Andrew J. Sheehan, Town Administrator 

DATE: December 11, 2014

SUBJ.: Goals

Substantial time and effort was spent over the summer and early fall identifying and ranking goals. The top four categories were Financial Sustainability, Policies & Procedures, Employees – Existing, and Information Technology. Each category identified individual tasks. There were nearly forty tasks identified within the four top categories.

In an effort to restart the discussion and make progress on the goals and associated tasks I have identified the top tasks for each category. This will enable us – the Board of Selectmen, boards and committees, staff, and me - to better direct our focus. Some tasks were left off the list because they will, by their nature, be addressed during the normal course of business. A couple of examples are “explore budget savings with department and policy makers” which will be a natural part of the budget review process and “information technology plan” which was recently drafted and discussed and funding for which awaits Town Meeting consideration:

- Financial Sustainability:
 - Balanced budgets
 - Investigate new revenue sources
 - Delinquent tax collections and tax titles
 - 5-year budget projection
 - Retiree health insurance
- Policies & Procedures
 - Transparency, good conduct, responsible government
 - Quarterly reports from departments
 - Financial policies
 - Personnel policies
 - BOS policy manual

- Employees – Existing
 - Training for department heads, employees, boards/committees: Open Meeting, Conflict of Interest, Public Records, bullying, sexual harassment
 - Transparency and compliance with laws: Open Meeting, Ethics, personnel policies, etc.
 - Annual performance evaluations for department heads
 - Safety committee
- Information Technology
 - Implement IT assessment recommendations: operating system, email, security, reliability, hardware/software
 - Computer upgrades
 - Improve internet speed and reliability
 - Explore fiber connections between buildings

I look forward to discussing this at the meeting on December 16.

Calendar for year 2015 (United States)

3.8

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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25	26	27	28	29	30	31
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February						
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March						
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April						
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May						
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June						
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July						
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August						
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September						
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October						
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November						
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December						
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Holidays and Observances:

Jan 1 New Year's Day	May 25 Memorial Day	Nov 11 Veterans Day
Jan 19 Martin Luther King Day	Jun 21 Fathers' Day	Nov 26 Thanksgiving Day
Feb 14 Valentine's Day	Jul 3 'Independence Day' observed	Dec 24 Christmas Eve
Feb 16 Presidents' Day	Jul 4 Independence Day	Dec 25 Christmas Day
Apr 5 Easter Sunday	Sep 7 Labor Day	Dec 31 New Year's Eve
Apr 13 Thomas Jefferson's Birthday	Oct 12 Columbus Day (Most regions)	
May 10 Mothers' Day	Oct 31 Halloween	

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