

RECEIVED
FEB 14 2022

Board of Selectmen Meeting
SELECTMEN'S CHAMBERS, 272 MAIN STREET, TOWNSEND, MA.
And VIA ZOOM for convenience

TOWN OF TOWNSEND
TOWN CLERK

Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting will not be suspended or terminated if technical problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with interest in a specific agenda item should make plans for in-person attendance.

TCAM Inc. is inviting you to a scheduled Zoom meeting.

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Preliminaries:

Board of Selectmen meeting called to order at 6:12 p.m. with Joe Shank, Chaz Sexton-Diranian and Veronica Kell present.

Pledge of Allegiance recited.

Announced that meeting is being recorded, live on channel 9 and will be posted on YouTube afterwards.

Added to the agenda 5.1.2 Charter Status in legislative process

Public

Comment:

Joan Savoy stated that she thought the Board should consider a female be added to the Town Administrator Search Committee.

Minutes

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to approve the minutes of 11/16/2021. Motion passed with all in favor.

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to approve the minutes of 12/21/2021. Motion passed with all in favor.

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to approve the minutes of 01/04/2022. Motion passed with all in favor.

Discussion that Veronica Kell give folder with hardcopy of minutes to Town Clerk and Chaz Sexton-Diranian will move softcopy to Approved minutes folder in sharepoint. Veronica Kell will post under minutes on BOS page.

Board of Selectmen Meeting Minutes

01-18-2022, 6 p.m.

Appointments
and Hearings

Joan Savoy, Chair, was present for the Townsend Affordable Housing Trust. (TAHT).
Veronica Kell is the BOS representative on TAHT.
Joan will call a meeting of TAHT to discuss next steps given the \$100,000 ARPA funding that was voted to be used for startup funding for TAHT to develop affordable housing. Reporting structure and where funds sit needs to be defined/understood.
Joan and Veronica will meet with Adam Costa, Town Counsel, during open hours on Tuesday, 1/25, to discuss deeding the six parcels that were voted to be transferred to TAHT by both Town Properties and the BOS, and to determine where ARPA funds reside.
Joan will call a meeting of TAHT for sometime after the Housing Production Plan review to be held on Thursday, 1/27/2022.

Gene Rauhala, Esq, was present to represent the owner (Apporva Shah) and leasee/manager (A Shah, wife of Apporva Shah) of Honeyland Farms, both also present via zoom, to discuss the possibility of an off premises liquor license for that business.
Discussed application process and questions around purchase price and value of property.
Discussed proximity to church and the need for a hearing.
Discussed that only wine and malt beverage license is available for off premise retail.

Acting Fire Chief Gary Shepherd presented budget and organization changes for the fire department that maintain the level of service that the Town has come to expect and that is required in present situation.
Concerns included hourly rate for per diems and on-call firefighters, as well as staffing.
Increases and changes to remedy these concerns are reflected in the budget line items.
Discussion that Advanced Life Support (ALS) will be kept in town.
Board will review the proposed budget and reconsider as the budget process proceeds.

Appointments of
Personnel

David Vigeant was present and stated that he withdrew his interest in being appointed to the Conservation Commission.

Meeting
Business:
Nashua-
Squannacook-
Nisitisset
Wild&Scenic
Community
Grant

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to approve the Town's application to fund a consultant for the ongoing project to restore and protect the bank of the river at Adams Dam in the next round of the N-S-N Wild and Scenic Community Grant. Grant application is due 2/1/2022.
Vote was unanimous with all in favor.

No motion was made on the Vote to accept the Town's grant report for the 2021 N-S-N Wild and Scenic River Community grant for the project at Adam's Dam. The report is not yet available.

Conservation at
Squannacook
Meadows

Motion was made by Chaz Sexton-Diranian and seconded by Veronica Kell to table the discussion of conservation at Squannacook Meadows to the Feb 1 BOS meeting.
Motion passed with Joe Shank and Chaz Sexton-Diranian in favor and Veronica Kell opposed.

Board of Selectmen Meeting Minutes

01-18-2022, 6 p.m.

Human
Resources and
Community
Services
Coordinator
positions

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to approve and post the Human Resources Manager position.

Motion passed with all in favor.

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to approve and post the Community Services Coordinator position.

Discussion: decision that this position reports directly to the Town Administrator. Motion amended accordingly.

Motion passed with all in favor.

Common
Victualler
License

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to approve the Common Victualler's License for Pizza Pizzaz.

Motion passed with all in favor.

One Day Liquor
License

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to approve a one day liquor license for the VFW for 2/12/2022.

Motion passed with all in favor.

Set Date for
Annual Town
Meeting and
warrant opening
and closing

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to hold Annual Town Meeting on Tuesday, May 3, with the ATM and STM warrants opening today and closing on March 1.

Motion passed with all in favor.

ARPA projects

Noted that ARPA projects that were already voted have been vetted by the CSS consultant.

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to spend \$18,300 on election expenses including poll pads and clickers.

Motion passed with all in favor.

Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to spend \$95,000 to pay the outstanding bill for the broadband expansion.

Motion passed with all in favor.

The Covid Cleaning ARPA project and the Meals for Seniors project can be charged to FEMA until April 30, 2022, then picked up by ARPA funding.

Discussion on purchasing test kits to distribute to Town residents and how the distribution process would work.

Agreement to rename the Contact Tracing project to Covid-related expenses and to fund test kits through this project.

Jennifer Thompson, CSS ARPA consultant, noted that Covid-test kits can be funded by FEMA through April 30, 2022.

Board of Selectmen Meeting Minutes

01-18-2022, 6 p.m.

	<p>Noted that earmark of \$50,000 for Gazebo renovation must be accepted by the town.</p> <p>Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to set aside \$600,000 in ARPA funding for the Greenville Road bridge project.</p> <p>Motion passed with all in favor.</p> <p>A trust agreement with Townsend Ecumenical Outreach is needed for the transfer of the ARPA funds to TEO. Jennifer Thompson will work with Terry to obtain this.</p>
Update on Town Administrator Search	<p>Chaz Sexton-Diranian reported that there are nine applicants and the TA Search Committee is meeting this week Thursday, 1/20, to discuss next steps.</p> <p>Ross will put the posting for TA on the MMA website - as well as the Human Resources Manager and the Community Services Coordinator and Web Master</p> <p>Discussion of the TA Search Committee makeup and the public comment to seat a female.</p> <p>Noted that the committee has been seated and the work is in progress. Going forward, the board will be cognizant of this.</p>
Disclosure form	<p>Motion was made by Chaz Sexton-Diranian and seconded by Veronica Kell to sign the GL 268a s. 20d disclosure form submitted by Joe Shank.</p> <p>Discussion: Joe Shank is the owner of Harbor Auto Body and has done and continues to do towing for town entities. No funds are exchanged between the town and the tow company. There are no contracts in place at the moment.</p> <p>Motion passed with Chaz Sexton-Diranian and Veronica Kell in favor and Joe Shank abstaining. Copy will be filed with Town Clerk and with the gentleman at the state.</p>
Town Administrator Update and Report	<p>Ross Perry, Interim Town Administrator, reported that:</p> <ul style="list-style-type: none">- Vinny DeSalvo has started as Grant Administrator and will help departments with managing grants and applying for others and will provide a summary of all FY22 grants.- Captain Marty Scott has obtained a grant for \$2500 to cover the purchase of a new \$2800 AED for the Fire Department.- Working on the Shared Streets and Spaces Bike Lanes and Crosswalks IFB. Hope to have this ready by the end of the week.- FY23 Budgets and Capital Requests are available for the BOS to review. Numbers have been penciled in for those departments that have not yet submitted a budget to Ross.- Michael Crowley has started as Land Use Coordinator.- An alternate Building Inspector needs to be appointed to cover when our Building Inspector isn't available. Discussion of selection and appointment process.- Discussion on Covid test kit purchase and distribution. The tests cost \$9-\$15 each. Consensus that \$15,000 be spent on purchasing test kits and billed to FEMA.- Landscape contracts-Requests for guidance from BOS. Discussion of maintenance plan for each town buildings being provided by facilities to BOS
Charter process	<p>Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to name John Page to shepherd the Town Charter through the legislature and he is the official representative for Townsend.</p> <p>Discussion: John Page was the Chair of the Town Charter committee.</p> <p>Motion passed with all in favor.</p>

Board of Selectmen Meeting Minutes
01-18-2022, 6 p.m.

Liaison Reports	<p>Elected Boards: Chaz Sexton-Diranian reported that the Recreation Committee is discussing marketing for the Fitness Court. Planning Board is asking to have the Master Plan in .doc format delivered to the Town Clerk and needs assistance. Request that Ross reach out to the Master Plan Committee to request the final draft of the committee's work.</p> <p>Appointed Boards: Veronica Kell reports that the Audit Committee is meeting on Wednesday and she posted the committee meeting on Friday but noone was in Town Hall, at all. The request is to reconsider the closing of Town Hall to the public on Friday afternoons. She also attended the most recent ZBA meeting and it seems there needs to be a look at the plan for permitting review</p> <p>Web Master is posted, received one application and a verbal inquiry, and interviews are being set up for next week.</p>
Announcements:	None
Sign warrants	<p>Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to sign payroll and bills payable warrant out of session.</p> <p>Motion passed with all in favor.</p>
Next Meeting	February 1, 2022 at 6 p.m.
Executive Session	<p>Motion was made by Chaz Sexton-Diranian and seconded by Joe Shank to enter Executive Session pursuant to GL c. 30(a) s. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and not return to open session.</p> <p>Motion passed with all in favor at 10:25 p.m.</p>
Adjournment	<p>From Executive session at 10:50 p.m., motion was made by Chaz Sexton-Diranian and seconded by Veronica Kell to adjourn.</p> <p>Motion passed with all in favor.</p> <p>Recording of meeting found at: https://www.youtube.com/watch?v=hs4UDSU5WNO</p>



OFFICE OF THE BOARD OF SELECTMEN

Veronica Kell, *Chairman*
Joseph Shank, *Vice Chairman*
Chaz Sexton-Diranian, *Clerk*

SELECTMEN'S MEETING AGENDA FOR **JANUARY 18, 2022 AT 6:00 P.M.**

SELECTMEN'S CHAMBERS, 272 MAIN STREET, TOWNSEND, MA.

And Via ZOOM for convenience

Please note that while an option for remote attendance and/or participation is being provided as a courtesy to the public, the meeting will not be suspended or terminated if technical problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with interest in a specific agenda item should make plans for in-person attendance.

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Passcode: 584868

One tap mobile

+13126266799,,87090565475#,,,,*584868# US (Chicago)

+19292056099,,87090565475#,,,,*584868# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 870 9056 5475

Passcode: 584868

Find your local number: <https://us02web.zoom.us/j/kdVOjK1mwL>

I. PRELIMINARIES – VOTES MAY BE TAKEN:

1.1 Call the meeting to order and roll call.

1.2 Pledge of Allegiance

1.3 Announce the meeting is being tape recorded.

1.4 Chairman's Additions or Deletions.

1.5 Public Comment Period.

1.6 Review/Approve the meeting minutes for 11/16/2021, .12/21/2021, 1/4/2022

II. APPOINTMENTS AND HEARINGS – VOTES MAY BE TAKEN:

2.1 Meeting with the Townsend Affordable Housing Trust to discuss property transfers and ARPA allocation.

2.2 Meeting with Gene Rauhala to discuss a Section 15 Package Store All Alcohol Liquor License for 251 Main Street.



OFFICE OF THE BOARD OF SELECTMEN

Veronica Kell, *Chairman*
Joseph Shank, *Vice Chairman*
Chaz Sexton-Diranian, *Clerk*

2.3 Meet with Acting Fire Chief to discuss and consider voting Fire Dept organizational changes, budgets, and surplus equipment,

III. APPOINTMENTS OF OFFICIALS/PERSONNEL – VOTES MAY BE TAKEN:

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

4.1 Vote to approve the Town's application to the N-S-N Wild and Scenic Community Grant Program (due Feb 1, 2022)

4.2 Vote to accept the Town's grant report for the 2021 N-S-N Wild and Scenic River Community Grant for the project at Adam's Dam.

4.3 Discussion of options for Conservation at Squannacook Meadows

4.4 Discuss and vote to approve and post job descriptions and job postings for the ARPA-funded Human Resources Manager (30 hours/week) and the Community Services Coordinator (full-time/40 hours salaried)

4.5 Vote Common Victualler License Pizza Pizzaz

4.6 Vote One Day liquor license for VFW for 2/12/22

4.7 Set date for Annual Town Meeting and for opening and closing the warrant for ATM.

V. WORK SESSION – VOTES MAY BE TAKEN:

5.0 Review ARPA projects and vote on any still to be approved including Contact Tracing funds, Election support (poll pads and clickers), Mortgage/Rental/Eviction support, Greenville Bridge.

5.1 Update on Town Administrator search

5.1.1 Town Administrator Updates and Reports.

5.2 Reports from Board liaisons.

5.2.1 General Government

5.2.2 Elected Boards

5.2.3 Public Safety

5.3 Announcements, Communications, etc.

5.4 Next meeting

5.5 Review and sign payroll and bills payable warrants.

VI: EXECUTIVE SESSION – VOTES MAY BE TAKEN:

6.1 Executive Session pursuant to GL c. 30(a), s. 21(a)(2) To conduct strategy sessions in preparation for negotiations with non-union personnel.

VII. ADJOURNMENT:

Selectmen's Meeting Minutes
November 16, 2021

	<p>The virtual meeting was called to order at 6:00P.M. Roll Call: Chairman Veronica Kell - Present, Vice-Chairman Joseph Shank - Present, Clerk Chaz Sexton-Diranian - Present. Interim Town Administrator, Perry - Present.</p>
Minutes	<p>Meeting Minutes of September 21, 2021 Selectman Sexton-Diranian moved to approve minutes for September 21, 2021. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, Selectman Sexton-Diranian - yes.</p> <p>Minutes of October 5, 2021 Selectman Sexton-Diranian moved to approve the meeting minutes for October 5, 2021. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, Selectman Sexton-Diranian - yes.</p>
Russell Jobe, VFW Post	<p>Mr. Jobe presented the Board with a citation of appreciation for the support of bringing the Vietnam Traveling Wall to Townsend.</p>
Appointments	<p>Selectman Sexton-Diranian moved to appoint Cindy Boundy to the Townsend Affordable Housing Trust for a 3-year term unless filling another term. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, Selectman Sexton-Diranian - yes.</p> <p>Selectman Sexton-Diranian moved to appoint Clay Landry as a per-diem Firefighter/Medic for the Townsend Fire-EMS Department for a term effective November 16, 2021 to June 30, 2022 contingent upon the passing of CORI check, medical exam with a six-month probationary period. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, Selectman Sexton-Diranian - yes.</p>
MOU with Patriot Dispatch	<p>Selectman Shank explained he attended the meeting with Patriot RECC, along with the Police Chief and so all three towns were represented (Pepperell, Townsend, & Ashby). An agreement was reached for the cost for each town. Selectman Shank commented that Town Counsel was present at the meeting and helped to draft the agreement.</p> <p>Interim Town Administrator Perry to send copies of the agreement to the Board members for review and the Board will address at their work session scheduled for November 22, 2021.</p>
Police Policy/Use of Force	<p>Selectman Kell would like to see a red-line policy where any changes were made in the future. Selectman Sexton-Diranian moved to approve the amended Police Use of Force Policy. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, Selectman Sexton-Diranian - yes.</p> <p>The Board agree to have Selectman Shank work with Jay Sartell, Police Chief as a subcommittee member for policy development.</p>
Review of the Special Meeting Warrant with the Finance Committee	<p>The Finance Committee did not have a quorum.</p> <p>Interim Town Administrator Perry reviewed the warrant with the Board *see attached. Comments:</p> <p>Selectman Kell requested a change to Article 2: \$2,567.09 to \$1,799.00, changing the total on the FY22 omnibus budget adjustment to \$159,857.55.</p>

Selectmen's Meeting Minutes
November 16, 2021

	<p>Selectman Sexton-Diranian moved to approve the warrant articles and to submit to Town Counsel. Selectman Shank seconded. Vote: Selectman Kell – yes, Selectman Shank – yes, Selectman Sexton-Diranian – yes.</p> <p>Selectmen Sexton-Diranian would like the warrant on the website as soon as possible. Interim Town Administrator Perry to post on the website when it is returned from the Constable.</p>
Mandatory Referral	<p>Selectman Sexton-Diranian reviewed the referral and has no comment. Selectman Shank agreed commenting he supported small businesses in Town.</p>
ARPA Consultant Contract	<p>Selectman Kell inquired as to the procurement requirements, asking if a quote process is necessary. Interim Town Administrator Perry suggested a “not to exceed \$10,000” be added to the vote and that would be sufficient for any procurement requirements. (see attached contract)</p> <p>Selectman Sexton-Diranian moved to sign the contract for the American Rescue Plan Act grant support services for Townsend presented by Capital Strategic Solutions. Selectman Shank seconded. Selectman Sexton-Diranian amended not to exceed \$10,000. Selectman Shank seconded Vote: Selectman Kell – yes, Selectman Shank – yes, Selectman Sexton-Diranian – yes.</p>
Sharepoint Process for Meeting Minutes & Correspondence	<p>Draft minutes will be put in the working minutes file on sharepoint and the members of the Board can make any grammatical changes. If there are any content changes, the minutes would be removed from sharepoint and those changes will be sent to the Administrative Assistant. The Administrative Assistant will make the changes and will put the minutes back into Sharepoint. Chairman Kell will then put them on the agenda for approval.</p> <p>Selectman Kell would like all mail that comes into the office go into the correspondence folder on sharepoint. Selectman Kell reviews the correspondence and moves it to the meeting file for the agenda. The Board agreed all mail should be put into the correspondence file.</p>
TA Search Committee	<p>Andrew Funk, Employee Representative of the Search Committee joined the Selectmen's meeting to discuss the process. Mr. Funk introduced himself informing the Board he is the Secretary for the Town Administrator Search Committee, commenting the Committee did appoint Selectman Sexton-Diranian as Chairman and Don Hayes as Vice-Chairman.</p> <p>Some of the issues the Committee are discussing are the resumes and how they will be distributed and if they should black-out names prior to interviews. Selectman Kell would like to have the position posted by November 30th with applications due on December 31st with the Committee forwarding them to the Board by January 30th with a decision made by February 28th.</p> <p>Selectman Kell commented she was editing the description and posting in Sharepoint. Selectman Kell read her edits into the record (see attached)</p> <p>The Board agreed to posting a salary range of \$120,000.00 with the ability to negotiate with the Board of Selectmen.</p> <p>Selectman Sexton-Diranian to make the edits and add the salary range to the posting. Selectman Sexton – Diranian commented the job description is a combination of 3 different job descriptions from surrounding communities.</p>

Selectmen's Meeting Minutes

November 16, 2021

Liquor Licenses

Selectman Sexton-Diranian moved to approve and sign outside of a meeting all 2022 renewals for liquor licenses contingent upon a valid certificate of inspection and receipt of required documentation and payment. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, Selectman Sexton-Diranian - yes.

Town
Administrator
Report

"Personnel:

- Still open to applications for the Town Accountant and Treasurer - Collector positions.

Inquiries:

- From a marijuana retail operation asking about host agreements. No further contact or information.
Senator Cronin's office called to say there is a Senate ARPA bill pending that includes \$50,000 for the preservation of Townsend's historic Gazebo/bandstand. If approved this could be very helpful considering lead remediation is expected to be a required part of the repair. A group of citizens willing to work on this project are looking for a Liaison from the Select Board.

Selectman Kell suggested that Selectman Sexton-Diranian be the liaison for the group as it was formed through the Cemetery & Parks. Selectman Kell moved that Chaz be the liaison for that. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, Selectman Sexton-Diranian - yes.

Heath Insurance:

- Based upon the Board's previous vote, I signed the contract with NFC for Heath Insurance consulting services for \$8,000, \$2,000 less than the quoted amount.

Town Hall Water:

- The water fountain, bathroom sink, and employee break room faucet were tested and all primary drinking water standards tested were found to be below the maximum contaminant level.

All three tests provided similar results, with the iron and color exceeding the secondary maximum contaminant level. Iron is considered a secondary drinking water standard that has not been proven to have any adverse health effects and is not required to meet a particular standard. Iron is a naturally occurring element in well waters and may cause cosmetic issues, such as brown stains, discolored water, and bad taste. All three tests also showed sodium levels that exceed the Massachusetts guideline (20 mg/L). It is suggested that any person on a sodium restricted diet consult their physician prior to consuming this water.

- Due to the poor taste and potential sodium concern, we obtained three water bubblers (using covid funds) The monthly cost for water is low.

Town Hall Hours:

- After checking with staff, the consensus is to continue the current work hours, 9-4:00 M, W, T, and Friday; Tuesday 9-6:00.
- Considering the low traffic on Friday, it can help office productivity if the Town Hall is closed to the public on Fridays. If agreed, signs and voice messages will be updated.

Selectman Sexton-Diranian moved to close Town Hall public hours at noon on Friday. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, Selectman Sexton-Diranian - yes.

Green Community Annual Report

Selectmen's Meeting Minutes
November 16, 2021

MRPC submitted a cover sheet for the Board Chair to sign.

COVID update:

- Case count as of 11/12/21 is 21
- CURRENT PERCENT POSITIVITY RATES: Townsend: 3.9%* Middlesex County: 1.45%* State: 1.87%*
- Accordingly, the Board of Health voted at their Friday 11/12 meeting to recommend that masks are no longer required in municipal buildings.
- If the BOS agrees, I will send a notice to all employees that masks are not required for employees and visitors if they are vaccinated. Signs will be posted on the doors accordingly.

Selectman Sexton-Diranian moved to remove the masking mandate for Town Hall and all Municipal Buildings. Selectman Shank seconded. Selectman Kell - yes, Selectman Shank - yes, Selectman Sexton-Diranian - yes

Selectman Kell
Update

Selectman Kell reported she has attended a few of the meetings for the North Central Climate Change Collaborative.

Selectman Kell reminded the Board the TAYSA lease is coming up for renewal and a decision needs to be made regarding the CR restriction. Selectman Kell asked the Conservation Commission to review the property and the different possibilities and report back to the Board.

Shared Winter Streets and Spaces bid opening is on November 22nd.
Selectman Sexton-Diranian complimented the Cemetery & Parks department for all their assistance with the grant implementation and project work.

Selectmen Sexton-
Diranian Update

Selectman Sexton-Diranian commented he has been working closely with the Water Department and several of the projects such as the meter change over. A reminder to all residents to call the Water Department with any issues that may arise so they can address them.

Selectman Shank
Update

Meeting with the Recreation Department to work on funding for the Fitness Court.

Communications Center: Police Chief and the Acting Fire Chief have been working to get out of Nashoba and into Patriot.

Annoucements

Recognized the resignation of Michael MacEachern, Water Commissioner
Kim Mattson, Police Sergeant

Adjourn

Next Meeting is Monday, November 22, 2021

Selectman Sexton-Diranian moved that we review and sign the bill payable and payroll warrants out of session. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, and Selectman Sexton-Diranian - yes.

Selectman Sexton-Diranian moved to adjourn at 8:16P.M. Selectman Shank seconded. Vote: Selectman Kell - yes, Selectman Shank - yes, and Selectman Sexton-Diranian - yes.

Selectmen's Meeting Minutes
November 16, 2021

Video footage of the November 16, 2021 meeting: <https://youtu.be/mHLM6XQUXF0>

Materials: agenda, minutes, town meeting warrant, job descriptions, job postings,

2.1

GENE A. RAUHALA
ATTORNEY AT LAW
370 Main Street
West Townsend, Massachusetts 01474
Tel (978) 337-2199
Fax (978) 597-2373

ADMITTED TO PRACTICE IN MA AND NY

January 11, 2022

Board of Selectmen
Town of Townsend
Attn: Carolyn Smart
Memorial Hall
Townsend, MA 01469

Re: Keni Corp. d/b/a Honey Land Farms
251 Main Street
Application for All Alcohol Beverages license


Dear Carolyn:

This letter will confirm that I represent the interests of Keni Corp., d/b/a Honey Land Farms, and its manager of record, Mr. Ami Shah.

This will further confirm Mr. Shah and I would like to meet with the Board of Selectmen on the evening of January 22, 2022, to informally discuss the filing of an application for an all alcohol beverages license for the premises located at 251 Main Street, Townsend, MA. If you have any questions, please call 978.337.2199 or email them to me at gene.rauhala@yahoo.com.

Thank you for your attention herein.

Very truly yours,


GENE A. RAUHALA, ESQ.



COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF THE STATE TREASURER

ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3 Chelsea, MA 02150-2358

Jean M. Lorizio, Esq.

Commission Chairman

QUOTA BREAKDOWN

As of: 12/28/2021

Town of: Townsend (1286)

ANNUAL						
On Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available In Quota
AB	14	5	0	0	0	9
WM	5	1	0	0	0	
WMC		0	0	0	0	4
Off Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available In Quota
AB	2	2	0	0	0	0
WM	5	1	0	0	0	4
SEASONAL						
On Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available In Quota
AB	0	0	0	0	0	0
WM	0	0	0	0	0	
WMC		0	0	0	0	0
Off Premise Retail			Exemption			
	Allowed	Total Issued	Special Leg	Vets Clubs	Farmer Series PP	Total Available In Quota
AB	0	0	0	0	0	0
WM	0	0	0	0	0	0

Annual	AB	SECTION 12
Restaurant		5
Annual	WM	SECTION 12
Restaurant		1

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
FREQUENTLY ASKED QUESTIONS
SPRING 2018**

The Alcoholic Beverages Control Commission ("ABCC") is charged with the supervision of the conduct of the business of manufacturing, importing, exporting, storing, transporting and selling alcoholic beverages. The ABCC issues the following Frequently Asked Questions to provide guidance to Local Licensing Authorities ("LLAs"), members of the industry, and the public at large, on some of the questions most often asked of the ABCC. Nothing in this document should be considered legal advice but instead should be used as a tool to assist individuals in navigating the sometimes-complicated alcohol laws of the Commonwealth of Massachusetts.

This document is divided into two sections: (1) questions related to the retail alcoholic beverages industry; and (2) questions related to the state alcoholic beverages industry.

Please note that anywhere a statute is cited by section number ("§"), it is referring to the Massachusetts Liquor Control Act, M.G.L. c. 138, unless otherwise noted.

RETAIL ALCOHOL LICENSES

THE LICENSING PROCESS

1. When does an individual need an alcohol license?

Section 2 prohibits sale, storage, transportation, importing, exporting, manufacturing with the intent to sell, keeping for sale and exposing for sale without a license. If any individual conducts such activities without a license they are in violation of Chapter 138 and may be charged criminally.

Please be aware that under § 41, the delivery of alcoholic beverages in or from any place that is not a private dwelling house is presumed to be a sale.

2. Who issues restaurant/bar licenses and package store licenses?

The LLA issues retail licenses for both on-premises consumption under § 12 (restaurants, hotels, clubs, taverns, war veterans' clubs, continuing care retirement communities, and general-on-premises) and off-premises consumption under § 15 (package stores, including grocery stores and convenience stores).

The licensing process for § 12 on-premises and § 15 package store licenses involves three steps:

- 1) the LLA grants a retail license;
- 2) the ABCC approves the granting of such a license;
- 3) the LLA issues the license upon payment of the licensing fee.

3. How many classifications of retail licenses exist?

LLAs grant three classifications of retail licenses:

- 1) Licenses under § 12 (On-Premises), commonly referred to as a "Pouring License" (e.g. restaurants, hotels, clubs, taverns, war veterans' clubs, continuing care retirement communities, and general-on-premises);
- 2) Licenses under § 14 (Special), commonly referred to as "One-Day Licenses"; and
- 3) Licenses under § 15 (Off-Premises) commonly referred to as a "Package Store License" which can be used in various types of businesses (e.g. package stores, supermarkets and convenience stores).

4. What are the four categories of retail liquor licenses?

Liquor licenses fall into one of four categories:

- 1) All alcoholic beverages (wine, malt beverages, and distilled spirits)
- 2) Wine only
- 3) Malt beverages only
- 4) Wine and malt beverages

In certain cities and towns that vote to accept a specific state law, businesses that hold a wine and malt beverages license under § 12 as well as a common victualler's license may be given a permit to sell also cordials and liqueurs. This cordials and liqueurs permit must be granted by the LLA with the approval of the ABCC.

5. How many different types of pouring licenses are there?

Seven different kinds of pouring licenses exist. They are: Hotel, Restaurant, Tavern, Club, General-On-Premises, Continuing Care Retirement Community, and War Veterans' Club.

6. Are there any qualifications for being granted a retail liquor license?

Yes. These qualifications are set by the legislature. The type and number of qualifications for a liquor license depend on who the party is that is applying for the liquor license (i.e. whether the party is an individual, a partnership, a limited liability company or a corporation) and what type of liquor license is being sought.

a. "Pouring" Licenses under Section 12

Generally, an individual applying for a "pouring license" under § 12 must be a citizen of the United States and 21 years of age or older. A partnership may hold such a liquor license where each partner is a citizen of the United States and 21 years of age or older.

A corporation may hold such a liquor license provided that a majority of the directors are not aliens and that the corporate licensee appoints a license manager who is an individual, 21 years of age or older, who is a citizen of the United States and has, under § 26, "vested in him [or her] by properly authorized and executed written delegation as full authority and control of the premises, described in the license of such corporation, and the conduct of all business therein relative to alcoholic beverages as the [corporate] licensee itself could in any way have and exercise if it were a natural person." This license manager must be approved by both the LLA and ABCC with respect to his or her character.

A limited liability company (LLC) may also hold such a liquor license. The ABCC applies to LLCs the statutory requirements regarding citizenship and residency for corporations. So, the statutory standards for directors of a corporation are applied to the analogous position within an LLC. The ABCC analogizes the directors of a corporation to managers of a LLC. Therefore, a LLC may hold such a liquor license provided that a majority of the LLC managers are not aliens. The ABCC analogizes the stockholders of a corporation to members of a LLC. There are no statutory requirements regarding citizenship and residency for shareholders of a corporation and likewise there are no statutory requirements regarding citizenship and residency for members of a LLC. An applicant who is a LLC must appoint a license manager as specified in § 26.

No "pouring" license shall be issued to any applicant who has been convicted of a violation of a federal or state narcotic drugs law. There is no time limit after which this disqualification ends.

b. "Package Store" License under Section 15

Generally an individual applying for a "package goods store" or "package store" license (i.e. a license for the sale at retail of alcoholic beverages not to be drunk on the premises where sold) must be both a citizen and a resident of the Commonwealth of Massachusetts and 21 years of age or older. A partnership may hold such a liquor license where each and every partner is both a citizen and a resident of the Commonwealth of Massachusetts and 21 years of age or older.

A corporation may hold such a liquor license provided that the corporation is organized under the laws of the Commonwealth of Massachusetts, that all directors of the corporation are citizens of the United States and that a majority of the directors of the corporation are residents of the Commonwealth of Massachusetts. A corporation who holds such a license must appoint a license manager who is an individual, 21 years of age or older, who is a citizen of the United States and has, under § 26, "vested in him [or

her] by properly authorized and executed written delegation as full authority and control of the premises, described in the license of such corporation, and the conduct of all business therein relative to alcoholic beverages as the [corporation] licensee itself could in any way have and experience if it were a natural person." This license manager must be approved by both the ABCC and LLA with respect to his or her character.

A LLC may hold such a liquor license provided that the LLC is organized under the laws of the Commonwealth of Massachusetts. The ABCC applies to LLCs the statutory requirements regarding citizenship and residency for corporations. So, the statutory standards for directors of a corporation are applied to the analogous position within a LLC. The ABCC analogizes the directors of a corporation to managers of a LLC. Therefore, a LLC may hold such a liquor license provided that all the managers of the LLC are citizens and a majority of the managers are residents of Massachusetts. The ABCC analogizes the stockholders of a corporation to members of a LLC. There are no statutory requirements regarding citizenship and residency for shareholders of a corporation and likewise there are no statutory requirements regarding citizenship and residency for members of a LLC. An applicant who is a LLC must appoint a license manager as specified in § 26.

No license shall be issued to any applicant who has been convicted of a felony. Further, "no firm, corporation, association or other combination of persons, directly or indirectly, or through any agent, employee, stockholder, officer or other person or any subsidiary whatsoever shall be granted, in the aggregate, more than seven¹ such licenses in the commonwealth, or be granted more than one such license in a town or two in a city."

c. "Special License" under Section 14

A "Special License" to pour liquor at an indoor or outdoor activity or enterprise may be issued to the responsible manager of the indoor or outdoor activity or enterprise. Such a license is issued by the LLA in the city or town in which the activity or enterprise will be conducted. This type of license may be issued only to a natural person, although this natural person may be a person acting on behalf of a corporation, partnership, or other entity. No person may be granted such licenses permitting sales on an aggregate of more than 30 days in any calendar year. No special license, with only very limited exceptions (i.e. a special license for a dining hall maintained by an incorporated educational institution authorized to grant degrees) shall permit sales on more than 30 days. A special license for a municipal golf course may permit sales on an aggregate of not more than 245 days in any calendar year, in or from any municipally owned building that is operated in conjunction with an 18-hole regulation golf course.

i. Special License under Section 14 for All Alcoholic Beverages

¹ As of January 1, 2020, the maximum number of licenses increases from seven to nine.

Special licenses for the sale of all alcoholic beverages, wine, or malt beverages, or any of these beverages, may be issued by the local licensing authorities only to a person at least 21 years of age acting on behalf of a nonprofit organization. No other person may be issued a special license to sell all alcoholic beverages.

ii. Special License under Section 14 for Wine and/or Malt Beverages

Special licenses for the sale of wine, malt beverages, or both, may be issued by the local licensing authorities to any person. This type of special license may be issued to a person at least 21 years of age who is conducting an activity or enterprise for profit.

Please be aware that no special license under Section 14 shall be granted to any person while his or her application for an annual and or a seasonal license under Section 12 is pending before the LLA.

7. Are retail license applicants barred from holding a liquor license if they have been convicted of a crime?

Yes. A § 12 "pouring license" may not be issued to a person "who has been convicted of a violation of a federal or state narcotic drug law."

A § 15 off-premises "package store" license may not be issued "to any applicant who has been convicted of a felony."

8. What is the quota system and on what is it based?

Section 17 places a restriction commonly referred to as a "quota" on the number of § 12 pouring licenses and § 15 package store licenses a city or town can issue. The quota is based on the municipality's population enumerated in the most recent federal census.

In calendar year 2010, the most recent federal census was taken. Each city and town was notified by the ABCC what the quota of license was as determined by this most recent census. Questions about this quota and any newly available licenses may be directed to either the ABCC or to the LLA in any city or town.

9. How far does an establishment selling alcoholic beverages have to be from a church or school?

No specified distance. However, under § 16C, premises located within a radius of 500 feet of a school or church shall not be licensed to sell alcoholic beverages unless the LLA determines in writing and after a hearing that the premises are not detrimental to the educational and spiritual activities of that church or school, unless the premises are those of an innholder or unless the parts of the buildings are located ten or more floors above street level. The 500- foot distance

under this § 16C is measured in a straight line from the nearest point of the church or school to the nearest point of the premises to be licensed, as outlined in ABCC regulation 204 CMR 2.11.

10. How long does a licensee have to appeal to the ABCC an adverse decision made by the LLA?

A licensee has five days from receipt of the written decision to appeal to the ABCC a decision made by the LLA. The five days are business days.

11. How long does a licensee have to appeal a decision made by the ABCC, and to whom does a licensee appeal?

A licensee has thirty (30) calendar days from receipt of the written decision of the ABCC to appeal the decision to the Superior Court.

12. What are the most common reasons for license applications being denied or returned without action?

The most common reasons for license applications being denied or returned without action are:

- 1) Incomplete application;
- 2) Taxes are owed to the State (Department of Revenue (the "DOR") and/or Division of Unemployment Assistance (the "DUA");
- 3) The investigator was unable to complete the report after numerous attempts to get information from the applicant; and/or
- 4) The city/town quota is full.

13. Can a retailer sell alcoholic beverages by auction?

A § 15 package store may sell wine, malt beverages, and distilled spirits by auction under § 14A only if the package store applies for and receives the proper license from the LLA with the prior approval of the ABCC.

These auctions must be held only at the location described on the auction license but may be licensed to be held at "premises which are either the principal place of business or headquarters of the applicant and which are legally zoned to allow such sales or which are the premises of a licensee under Section 12 or Section 15 of M.G.L. Chapter 138."

The law imposes a number of restrictions and controls on the auction license, one of which restricts the duration and number of auction licenses that may be issued to any package store. No auction license "shall be for a duration of more than ten consecutive calendar days and no holder of any such temporary license shall be granted more than two such temporary licenses in a calendar year."

14. Can a retailer use his/her license to secure a loan?

Yes, but only under certain conditions. Section 23 states that "any license granted under the provision of this chapter may be pledged for a loan provided approval of such a loan and pledge is given by the local licensing authority and the Commission [ABCC]."

15. What are the different kinds of liquor assets/property that can be pledged?

The law permits three kinds of liquor assets/property to be pledged. These are:

- 1) Licenses that authorize the sale of alcoholic beverages;
- 2) Corporate Stock in a corporation that has a beneficial interest in a license to sell alcoholic beverages; and
- 3) Alcoholic beverages themselves which a licensee is authorized to sell.

16. What is the deadline to submit my renewal?

Under § 16A, the deadline to submit renewals for § 12 on-premises and § 15 off-premises licenses is November 30th.

OPERATING THE BUSINESS

17. Do LLAs set the hours during which restaurants can serve alcoholic beverages on weekdays?

To a limit. Massachusetts State Law says that § 12 licensees cannot be barred from serving alcohol between 11:00 a.m.-11:00 p.m. LLAs may grant extended opening hours between 8:00 a.m. and 11:00 a.m. and extended closing hours between 11:00 p.m. and 2:00 a.m. In no event can sales be made between 2:00 a.m. and 8:00 a.m.

18. What are the Sunday hours that a § 15 package store can be open?

A § 15 Package Store/Supermarket/Convenience Store licensee chooses the hours of sale on a Sunday, so as long as the sales do not commence before 10:00 a.m. and conclude no later than 11 p.m., or 11:30 p.m. on a day before a legal holiday.

19. What are the Sunday hours that a pouring license can be open?

A § 12 pouring license can open on a Sunday at 12:00 noon. The exception to this is if the local licensing authority accepts M.G.L. c. 138, § 33B, they may authorize a restaurant, hotel, club, or veterans club to open as early as 10:00 a.m.

20. If a restaurant occasionally runs out of a popular item on a busy night, can the manager go to a package store and buy a few bottles to temporarily meet his/her customer's demands?

No. All licensed retail establishments, including holders of Special Licenses (so-called "One Day" Licenses), must purchase their alcoholic beverages from a licensed Massachusetts wholesaler and/or manufacturer issued by the ABCC.

21. Can a retailer get a transportation permit to transfer product from one package store to another?

No. Alcohol ordered by a package store must stay on its licensed premises.

22. Can everyone bring their own beer, wine, or other alcoholic beverages into an establishment (so-called "BYOB")?

In most cases no, not if the establishment has a liquor license. If the establishment has a liquor license, then no one can carry onto the premises their own beer, wine or other alcoholic beverages for their own private consumption (so-called "BYOB" or "brown-bagging"). If the establishment does not have a liquor license, then one must check with the city/town in which the establishment is located to learn if there is any local law dealing with bringing one's own alcohol onto an establishment for personal consumption.

The only exception is a private club under § 12. A club may permit its members to bring on to the club's licensed premises wine lawfully purchased by them, to be consumed on the premises with a meal purchased at the club. If a club permits its members to bring wine on to the licensed premises, then several requirements must be followed:

- the member may only bring wine on to the premises, and not malt beverages, spirits and/or liqueurs;
- the member must purchase a meal at the club and consume the wine with that meal;
- at all times the club must control the handling, serving, and dispensing of the member's wine;
- unopened bottle of wine must be returned to the patron, who then must remove them from the premises at the conclusion of the meal, and any opened and unfinished bottles of wine must be recorked in accordance with 204 CMR 2.18 and M.G.L. c. 90, § 24I; and
- the club must charge a reasonable corkage fee of at least \$30.00 per bottle of wine that is opened.

23. Can "non-alcoholic beer" be served or sold to persons under twenty-one?

Maybe. The State Liquor Control Act, M.G.L. Chapter 138, regulates "alcoholic beverages" as that term is defined by law. The law defines "alcoholic beverages" to be "any liquid intended for human consumption as a beverage and containing one half of one percent or more of alcohol by volume at sixty degrees Fahrenheit." Thus, if a product is composed or manufactured so that it contains 1/2% or more of alcohol by volume at sixty degrees Fahrenheit, it is an "alcoholic beverage" and subject to the Liquor Control Act. If a product is composed or manufactured so that it contains less than 1/2% of alcohol by volume at sixty degrees Fahrenheit, it is not an "alcoholic beverage" and is not subject to the Liquor Control Act.

A product that is not an "alcoholic beverage" may be subject to regulation by a city or town under its authority under M.G.L. Chapter 140. Therefore, one must also check the local laws of each city or town about "non-alcoholic beer."

24. Is a person dining alone in a restaurant able to order a pitcher of beer to go along with his/her meal?

No. If this order was taken and delivered, or, if such a request were honored, it would be a violation of the ABCC's regulation commonly called the "Happy Hour" regulation, 204 CMR 4.00. This regulation prohibits the sale or delivery of malt beverages or mixed drinks by the pitcher except to two or more persons at any one time. The Happy Hour regulations also prohibit the sale or delivery of more than two drinks to one person.

25. Is a person dining alone in restaurant able to order a bottle of wine to go along with his/her meal?

Yes. The exception to "The Happy Hour Regulations" allows one individual to purchase a bottle of wine with a meal. Otherwise, without a meal, a bottle of wine must be served only to two or more people. Should the person wish to take any remaining wine off of the § 12 licensee's premises, the licensee must comply with ABCC regulation 204 C.M.R. 2.18 regarding the resealing of partially consumed bottles of wine.

26. How old do you have to be to tend bar?

At least 18 years of age. Although § 34 prohibits the sale or delivery of alcoholic beverages to a person under 21 years of age, nothing in § 34 prohibits a licensee from employing a person 18 years old or older for the direct handling, selling, mixing or serving of alcohol or alcoholic beverages

27. What forms of identification are acceptable to prove that someone is twenty one years of age or older, so that person may be served, delivered, or allowed to possess or purchase alcoholic beverages?

If a licensee is charged with permitting the service, delivery, or possession of alcoholic beverages by a person under 21 years of age, under current state law, a licensee has a defense only if the licensee can affirmatively prove that prior to permitting the service, delivery or possession of alcoholic beverages by a person, the licensee requested, was shown, examined and reasonably relied on either:

- 1) A Massachusetts Driver's License;
- 2) A Massachusetts Liquor Identification Card;
- 3) A Massachusetts Identification Card;
- 4) A Passport Issued by the United States or a government that is officially recognized by the United States;

- 5) A Passport Card for a Passport issued by the United States; and
- 6) A Military Identification Card.

Reliance by a licensee on any other form of identification to determine proof of age does not give the licensee a defense.

Neither the state Liquor Control Act nor the regulations of the ABCC require identification to be checked as a condition to selling or delivering an alcoholic beverage to any person (except in the case of certain deliveries to consumers at their homes or offices). Each licensee is left to decide for itself what policy to establish on checking identification prior accepting orders for, selling and delivering alcoholic beverages.

Therefore, while a licensee may choose to rely upon any form of identification to obtain proof of age, only these specific six forms of identification provide a defense to a charge of service, delivery, or possession of alcoholic beverages by a person under 21 years of age.

28. If a patron is not driving, does it matter how many drinks s/he is served?

Yes. Massachusetts state law prohibits the service of alcoholic beverages to an intoxicated patron under § 69. It is still a violation to serve to an intoxicated person even if person is not driving.

29. Is spirit tasting allowed in Massachusetts?

Yes. These spirit tastings can only be held at premises licensed under § 15 ("package stores") or restaurants, hotels or function halls licensed under § 12. Each spirit tasting event must be conducted in full compliance with the conditions set by ch. 138.

A farmer-distillery licensed under § 19E of ch. 138 may also offer free samples on their distillery premises of their brand distilled alcohols.

30. Do restaurants, hotels, function halls and package stores need to meet certain requirements while conducting a wine tasting, malt beverages and spirit tastings?

Yes. Restaurants, hotels, and function halls holding wine, malt beverages and spirits tasting must provide food with the alcoholic beverages and they must not solicit orders for any off-premises consumption. The manager of the restaurant, hotel, or function hall is responsible for controlling the dispensing of the alcoholic beverages and the size of each serving is limited to the following amounts:

- Malt beverages one (2) ounce serving
- Wine beverages one (1) ounce serving
- Spirits beverages one (1/4) ounce serving

Package stores may not charge for any wine, malt beverages or spirits tasting and they must also limit the above stated serving sizes. All alcoholic beverages tasted must also be available for sale on such premises.

Section 12 (on-premises) licensees must charge for the provision of samples for tasting and also must serve food in conjunction with it.

31. Can § 12 (on-premises) establishments with wine and malt licenses serve cordials and liqueurs?

Yes. Section 12 allows cities and towns, which vote to accept the provisions of the law, to permit common victuallers licensed to sell wine and malt beverages under § 12 to also sell liqueurs and cordials, subject to approval of the LLA and the ABCC.

32. Can a § 15 "package store" licensee take orders from its customers and deliver the orders, containing alcoholic beverages, to the customers?

Yes. However, in order to transport the customers' orders, the licensee will need to obtain a § 22 transportation permit from the ABCC to transport and deliver alcoholic beverages sold by the licensee directly to its customers. When delivering orders containing alcoholic beverages, each driver shall carry with him the vehicle permit or a certified copy of it.

Please be aware that only the § 15 licensee or its employees may deliver its alcohol to customers; no unlicensed third-party delivery services may be used for this purpose.

CLUB LICENSES

33. Can "Club Licensees" serve non-members?

No. Clubs may serve alcoholic beverages only to members of the club. However, subject to regulations made by the LLAs, a guest of a member may be served an alcoholic beverage after s/he has been introduced by the member as a guest. Should the member at any time leave the premises, the bartender can no longer serve the guest and the guest must also vacate the premises.

34. May Club Licensees restrict, distinguish or discriminate among their membership regarding entering certain areas of the premises?

No. No club licensee, except a club that is distinctly private, may discriminate or make any distinction or restriction on account of race, color, religious creed, national origin, gender, sexual orientation, physical or mental disability or ancestry relative to the admission of any person to membership in the club, or to admission to the premises as a guest, or relative to the treatment of any member or guest at the club premises.

35. What determines whether a club is distinctly private?

The decision whether a club is distinctly private is based on, but not limited to, the following criteria:

- 1) The extent to which the club facilities, alcoholic beverages licenses or both are used for commercial purposes;
- 2) Club membership exceeding 200 persons;
- 3) The availability of regular meal and beverage services on the premises;
- 4) The degree to which the club receives payment for dues, fees, use of space, facilities, services, meals or beverages directly or indirectly from or on behalf of non-members for the trade or business or professional interests;
- 5) The frequency with which the premises, or part of it, are used for conferences and meetings sponsored by or on behalf of trade or business or professional enterprises;
- 6) The extent to which club facilities, like meal and beverage services, are utilized by non-members;
- 7) The degree to which persons are selected for membership in the club on the basis of trade, business or professional associations or achievement;
- 8) The number of partners, officers, directors or trustees of trade or business or professional enterprises who are members; and
- 9) The club's holding, by lease or otherwise, of any interest in real property owned by a governmental entity or municipality.

FINES, THE BOTTLE BILL AND OTHER MISCELLANEOUS INFORMATION

36. Is the ABCC required to accept from a licensee a fine as an offer in compromise in lieu of suspension?

No. The ABCC may accept an offer in compromise in lieu of suspension under § 23 from a licensee or certificate of compliance holder (an out-of-state supplier) if they petition the ABCC to accept this offer in compromise within twenty (20) calendar days following notice of a suspension of the license by the ABCC. The fine to be paid is calculated according to the formula set out in § 23: Fifty percent of the per diem gross profit multiplied by the number of license suspension days, with the gross profit to be determined as gross receipts on alcoholic beverage sales less the invoiced cost of goods sold per diem. In no event is the fine less than \$40.00 per day. It is worth noting that LLAs are not authorized to accept "fines in lieu."

37. Can a bar, restaurant, or hotel offer a free drink?

No. A bar, restaurant or hotel cannot offer any free drinks. However, a bar, restaurant, or hotel can include a drink as part of a meal package under certain circumstances. The ABCC's "Happy Hour" Regulations and November 23, 2009, Advisory should be consulted for further information.

38. Can a bar, restaurant, or hotel increase the price for alcoholic beverages during the evenings when they have entertainment?

No. Alcoholic beverages must be sold to all persons at the same price for a calendar week. A § 12 on-premises licensee cannot change its prices -- up or down -- during the week.

39. Are containers for wine coolers redeemable under the Bottle Bill?

No. Although several attempts have been made to include containers for wine coolers under the provisions of the Bottle Bill, to date they are not required to be redeemed.

40. May a retailer require that bottles be washed before redeeming the five cent deposit?

No. A retailer may refuse to accept beverage containers that are not in acceptable condition. The "acceptable condition" depends on the type of container:

- 1) A refillable glass container must be able to hold liquid, be able to be resealed, be in its original shape, not be chipped and not be cracked to be acceptable.
- 2) A non-refillable glass beverage container may be chipped, but may not have the bottom broken out or broken off to be acceptable.
- 3) Metal cans and plastic bottles must be easily identifiable and reasonably intact to be acceptable.

A retailer may refuse to accept a container which is not in a reasonably clean condition. All containers must be free of foreign materials, such as paper, sticks, and cigarettes. A retailer may refuse to accept a container that is not empty. State law provides a container is "not empty" if the container "holds a liquid in any significant amount." A retailer may refuse to accept a metal can which is substantially altered from its original shape.

41. May a retailer limit the amount of returnable containers he will accept from a person?

Yes. A retailer may refuse to accept more than 120 containers in one 24-hour period from any one person; however, he may choose to accept more.

42. Can a licensee change a manager, stockholder, officer, director, the holder of an interest in the license or take on a new partner or investor at any time?

No. Any changes of a licensed manager, stockholder, officer, director, change in beneficial interest or the addition of a new partner or investor is not legal unless and until the new individual(s) is (are) approved by both the LLA and the ABCC.

43. When can I start selling and allowing my customers to drink alcoholic beverages on my newly added patio area?

No sales or consumption of any alcoholic beverages can be allowed by the license holder in the patio area unless and until the changes to their location are approved by both the LLA and the ABCC, and a new amended license (with the approved changes added to the description of premises) is issued.

44. Can a one-day license or BYOB be issued or allowed at the premises covered by seasonal license during the period that the seasonal license is dormant?

The LLA sets the actual term that a seasonal licensee can operate. The LLA can permit a seasonal licensee to operate as late as January 15th (e.g. The seasonal licensee opens on April 1, 2018 and can operate as late as January 15, 2019). However, no one-day license or BYOB can be issued or allowed on that seasonal license premises during the dormant period of January 16th- March 31st.

45. If my approved licensed manager resigns or quits is my liquor license automatically suspended?

No. While a license holder must always have an approved license manager in control of the alcohol license operations, the absence of the approved license manager does not automatically suspend or otherwise affect the license status in any way. The licensee is required to petition the LLA and the ABCC for a change of manager immediately.

46. How can I view the public records of a licensee?

The ABCC complies with the Massachusetts Secretary of the Commonwealth's rules and regulations regarding public records requests and inspections. Generally, a request should be made in writing to the ABCC, which should include a detailed description of the information you are seeking. The ABCC then will provide a response within ten (10) days including the cost for production. Please note that documents not subject to the public records laws will be redacted.

47. I am a creditor and a licensee owes money to me. I have learned that the licensee has applied to transfer his license. Can the ABCC stop the transfer until he pays me?

No. In order to stop the transfer of a license based on an outstanding debt to a private individual or business, the individual or business must obtain a court order of an injunction prohibiting the licensee from transferring the license. Then, only a judge may lift the injunction and permit the transfer.

Please be aware that while a party may obtain an attachment under Mass. R. Civ. P. 4.1 against a license issued by the LLA, an attachment does not prohibit the sale or transfer of a license, but instead only encumbers it. Therefore, the ABCC may not prevent the sale or transfer of a license on the basis of an attachment alone. Only a court order and/or injunction prohibiting the sale or transfer of the license is sufficient to stop a sale or transfer of a license.

48. Can a Local Licensing Authority restrict a § 15 Package Store from selling “nips,” single bottles of beer, etc.?

Yes, a LLA may restrict its granting of § 15 package store licenses to prohibiting the sale of “nips” and single bottles of beer.

STATE ALCOHOL LICENSES

General Questions

49. Does the ABCC issue licenses directly to any segments of the alcoholic beverages industry?

Yes. The ABCC is the sole issuing authority for all licenses other than retail licenses and certain “one day” licenses. This includes licensing manufacturers (including wineries, breweries, and distilleries), wholesalers/importers, railroads, airlines, ships, ship chandlers and caterers. It is the sole issuing authority of liquor transportation permits for express or trucking companies, ships, railroads, caterers, and airlines. It also issues permits to salespersons employed by wholesalers and importers, brokers, farmer-wineries, farmer distillers and farmer-breweries.

Farmer-Series Licenses

50. Can a farmer-winery sell their wines at a fair or farmers’ market?

Under § 15F, an LLA may grant a license to a farmer-winery, licensed under § 19B or licensed in another state, to sell wine for consumption at an indoor or outdoor agricultural event as long as the requirements listed under § 15F are met. A licensee under this section may also offer samples of wine to prospective customers at the agricultural event without charge.

First, the Massachusetts Department of Agricultural Resources must classify the event as an “agricultural event.” Then, the LLA will determine whether an application for a license is for an “agricultural event.” The LLA will consider several factors in determining whether an event qualifies as an “agricultural event.” Agricultural events generally include farmers’ markets and agricultural fairs. This type of license is issued at the sole discretion of the LLA and does not require the approval of the ABCC, but cannot overlap any area or premises that is already covered by an existing license.

The ABCC has created an application for a license to sell wine at a farmers’ market. Please refer to the ABCC’s June 10, 2011, Advisory for more information.

51. What is the difference between a Pub Brewery and Farmer Brewery?

A § 19C farmer-brewery license permits a licensee to produce malt beverages and then sell them (a) at wholesale to certain other licensees; (b) at wholesale to any person in any state or foreign country; and (c) at retail by the bottle to consumers for consumption off the brewery premises.

A § 19D pub-brewery license, on the other hand, authorizes a licensee to produce malt beverages and sell them at retail to consumers for consumption on the brewery premises.

52. Can I have my brewery, distillery, and winery on the same premises?

If you would like to have a farmer-brewery, a farmer-distillery, and a farmer-winery at the same location, each business must be on separate and distinct parts of the property. In other words, each license would list a different portion of the property as being only for a brewery, distillery, or winery. The premises for each license cannot overlap. However, a licensee that owns more than one type of farmer-series license can apply for a § 19H pouring permit that will permit any and all alcohol produced by it (or for it and sold under its brand name) to be sold for on-premises consumption on any of its farmer-series premises and vineyards/farmlands, so long as the licensee's vineyards/farmlands are operated as appurtenant and contiguous to each other. Please see the ABCC's August 11, 2016, Advisory addressing this permit type.

53. I would like to produce cider. What type of license should I apply for?

Cider is considered wine according to §§ 1 & 19B, so you would apply for a farmer winery license.

54. What permit do I need to sell my beer/spirits at a Farmer's Market?

Malt beverages and spirits may not be sold at farmers' markets. Under § 15F, only wine produced by farmer-wineries may be sold at farmers' markets. A special license must be obtained for a farmer-winery to sell wines at farmers' markets, and the application can be found on the ABCC website.

55. What is the difference between a Farmer Series license (Brewery/Winery/Distillery) and a Manufacturer's license?

A farmer-brewery license is a license authorizing producing malt beverages from the fermentation of malt with or without cereal grains or fermentable sugars, or of hops, provided that said hops or cereal grains are grown by the farmer-brewer and to sell at wholesale to licensed manufacturers, wholesalers, farmer-brewers, and licensed retailers in Massachusetts, at wholesale to other buyers specified in state law, and at retail by the bottle for consumption off the premises.

A farmer-winery license is a license authorizing producing, rectifying, blending or fortifying wine from fruits, flowers, herbs or vegetables and sell to licensed wholesalers in Massachusetts, to persons in a state or territory in which the importation and sale of wine is not prohibited by law at retail or wholesale, and at wholesale to a person in any foreign country.

A § 19E farmer-distillery license is a license authorizing producing, manufacturing or distilling of distilled spirits by the person who grows fruits, flowers, herbs, vegetables, cereal grains or hops for the purpose of producing alcoholic beverages. A farmer-distillery may sell at wholesale to licensed farmer-distilleries, manufacturers, wholesalers, and licensed retailers in Massachusetts, at wholesale to other buyers specified in state law, and at retail by the bottle for consumption off the premises.

A § 19 manufacturer's license authorizes the manufacturing, rectifying or blending of all kinds of alcoholic beverages (or wine and malt beverages) and sale of those beverages manufactured, rectified or blended to other licensed manufacturers, wholesalers and retailers in Massachusetts.

CERTIFICATES OF COMPLIANCE

56. Can an out-of-state supplier/manufacturer (a Certificate of Compliance holder) sell directly to a retailer?

No. An out-of-state supplier/manufacturer (a Certificate of Compliance holder under § 18B) can only sell their alcoholic beverages to licensed Massachusetts wholesalers.

57. Does Massachusetts require brand registration?

Massachusetts does not require brand registration.

DIRECT SHIPMENT OF ALCOHOL TO CONSUMERS

58. Can out-of-state suppliers ship beer or spirits directly to Massachusetts consumers?

No. Only out-of-state wineries may obtain a direct shipment license under § 19F that permits them to ship directly to Massachusetts consumers. In-state farmer-wineries licensed under § 19B may also apply for this license.

Please see the ABCC's November 21, 2014, Advisory regarding direct wine shipping for further details.

59. Can a direct shipment license holder apply for a salesman permit?

No, direct wine shipment licensees cannot obtain salesman permits.

CATERERS

60. As a caterer licensed under § 12C, who do I need to communicate with before catering events?

48 hours before the event, the caterer must provide written notice of the event to the local police chief and Local Licensing Authority. This needs to include a copy of your § 12C caterer's license, a copy of the liquor liability insurance, and emergency contact information for the manager of the § 12C license.

61. Can I buy my alcohol from a package store?

No, caterers must purchase their product from a licensed Massachusetts wholesaler.

SHIPS

62. Are there regulations on the serving of alcoholic beverages on a ship?

Yes. This regulation is found in 204 CMR 19.00. These regulations include general restrictions such as:

- 1) All alcoholic beverages shall only be sold or delivered between 8:00 a.m. and 12:30 a.m. on Mondays through Saturdays and between 11:00 a.m. and 12:30 a.m. on Sundays.
- 2) No alcoholic beverages shall be sold or delivered to passengers at dockside or more than 15 minutes prior to casting off, unless the ABCC gives specific permission in writing.
- 3) On trips of more than two hours, alcoholic beverages shall not be sold or delivered to passengers within thirty minutes before the ship docks.

63. Are passengers restricted in the number of drinks they may possess at any one time on a licensed ship?

Yes. No more than two drinks shall be sold, delivered or in possession of any one passenger at any one time. The "happy hour" regulations, 204 CMR 4.00, apply to ships.

64. Can passengers bring their own alcoholic beverages aboard a licensed ship cruising Boston Harbor?

No. Passengers are prohibited from bringing on board ship their own alcoholic beverages for their own consumption. Passengers may only consume alcoholic beverages aboard a ship that are sold by the ship licensee.

65. May a captain terminate service of alcoholic beverages aboard ship whenever he chooses?

Yes. None of the ABCC's regulations limit in any way the power and authority of the Captain of a ship under the Law of the Sea. Therefore, he or she may at any time order the termination of service of alcoholic beverages aboard ship.

66. May a licensed ship owner ask a beer supplier to sponsor a cruise?

No. ABCC Regulation 204 CMR 19.11 states that no "manufacturer, importer, wholesaler, certificate of compliance holder or other Massachusetts licensee shall directly or indirectly sponsor, promote or advertise or use its name or the trade or brand name of any alcoholic beverage in connection with any cruise or event, public or private, aboard a ship. No ship shall allow or accept funds for such sponsorship, promotion or advertisement."

67. Can a licensed ship chandler buy liquor from a package store to fulfill an emergency call from a captain out at sea who is running short of liquor and needs an immediate delivery?

No. A licensed ship chandler may not purchase alcohol from a package store to fulfill a ship's need. Ship chandlers may only purchase alcohol from an "authorized source" i.e. a Massachusetts wholesaler (licensed under § 18), a farmer-winery (licensed under § 19B), a farmer-brewery (licensed under § 19C), or a farmer-distillery (licensed under § 19E).

EXPRESS TRANSPORTATION

68. Is there a one-day permit for one-time shipments?

There is no one-day permit for one-time shipments. The express transportation permit is valid for a calendar year, expiring on December 31st of the given year.

69. Do I need to provide the vehicle registration for each vehicle?

The ABCC does not require vehicle registration information for the vehicles you wish to permit.

70. How much is an express transportation permit?

The master fee is \$150.00 and the fee for each certified copy is \$50.00. If, for example, you want one permit, the total fee would be \$200.00.

TRANSPORTATION AND DELIVERY

71. Can a retailer get a transportation permit to transfer product from one package store to another?

No. The product delivered by the wholesaler must stay on the premises of the package store that ordered the alcoholic beverages.

BROKERS

72. Do I need a license to transport samples?

A broker cannot transport samples. However, a broker can hire a salesman who, when licensed, may transport samples.

73. Can I solicit orders from retailers or at events?

A broker cannot sell any alcohol at retail; a broker may only sell to wholesalers.

74. What is "soliciting orders"? Do I need a broker license?

To solicit orders, a broker's license issued under Section 18A of Chapter 138 is required.

Solicitation is any direct or indirect request for an order for alcoholic beverages and/or alcohol. This includes:

- 1) any oral request that is made in person, by telephone, radio or television or other advertising or communications media;
- 2) any written or otherwise recorded or published request that is mailed, sent, delivered, circulated, distributed, posted in a public place, or advertised or communicated by press, telegraph, television or other media;
- 3) any sale of, offer or attempt to sell, any advertisement, advertising space, sponsorship, book, card, chance, coupon, device, food, magazine, merchandise, newspaper, subscription, ticket or other service or tangible good, thing or item of value; or
- 4) any announcement requesting the public to attend an appeal, assemblage, athletic or competitive event, carnival, circus, concert, contest, dance, entertainment, exhibition, exposition, game, lecture, meal, party, show, social gathering or other performance or event of any kind.

SALESMEN

75. What is acceptable for proof of Massachusetts Residency?

The following are acceptable forms of proof of Massachusetts residency:

- 1) Current Massachusetts learner's permit, MA driver's license, or ID card;
- 2) A current utility bill (gas, electric, telephone or cable) in your name sent to you at your Massachusetts address dated within the previous 30 days. The bill may be one mailed to you or an online bill that you printed out; and
- 3) Home mortgage, lease, or loan contracts with the customer's name, residential address, and signature (dated within 12 months of application).

76. Do I need to be a US citizen to be a salesman?

No. There is no requirement that you be a US citizen to be licensed as a salesman under Section 19A.

77. What are the guidelines regarding sampling at package stores?

The guidelines can be found in § 15.

SPECIAL PERMITS

78. What is the limit on alcoholic beverages I can transport for my own personal use and collection?

Should you want to transport alcohol within Massachusetts for your own use and use of your family and guests without a license or permit, you may transport at any one time, up to twenty gallons of malt beverages, three gallons or any other alcoholic beverage, or one gallon of distilled spirits.

79. Do I need a license to import my own personal supply of alcohol into Massachusetts?

Should you wish to import your own personal supply of alcohol into Massachusetts for personal use and not for resale, you must apply for a permit under Section 22A of Chapter 138. There is no limit on the amount of personally owned alcohol you may import with this permit.

80. What if I don't have a Massachusetts address yet?

If you do not yet have a Massachusetts address and want to bring in your personal collection of alcohol, please write a letter to the Commission explaining your situation and the Commission will handle each request on a case-by-case basis.

81. Who can I sell my alcohol to once I get a liquidation permit?

When a retail licensee (package store or restaurant/bar) is closing, the licensee can apply for a special liquidation permit from the ABCC in order to sell its inventory. Once the permit is obtained from the ABCC, the licensee can sell its alcohol to any other retail licensee (package store or restaurant/bar). The licensee can also return its inventory to its wholesalers. The permit application can be found on the ABCC's website.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made on this 21st day of September, 2021, by and between the **TOWN OF TOWNSEND**, acting by and through its Board of Selectmen, having an address of Town Hall, 272 Main Street, Townsend, Massachusetts 01469 ("Landlord") and the **TOWNSEND ASHBY YOUTH SOCCER ASSOCIATION**, a nonprofit youth soccer association, having a mailing address of P.O. Box 589, Townsend, Massachusetts 01469 ("Tenant").

1. PREMISES

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the parcels of land known as the Open Space parcels at Squannacook Meadows, and shown on Assessors Maps as Map 11, Block 35, Lots 0, 21, and 22, and Map 11, Block 32, Lot 0, consisting of 40 acres, more or less, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 41569, Page 181, excluding therefrom the water well test field shown as "Fields" (the "Well Field") on the sketch plan (the "Plan") attached hereto as Exhibit A incorporated herein (the "Property").

The Property in its entirety has been designated as an environmentally sensitive conservation area by the Massachusetts Division of Fisheries and Wildlife under the Natural Heritage & Endangered Species Program ("NHESP"), and consists of the following areas: (a) the areas of land shown as "Fields" (the "Playing Fields") and as "Parking Area" (the "Parking Area") on the Plan, consisting of 11-12 acres, more or less (referred to, together, as the "Premises"), and (b) an area of land shown as the "Restricted Area" on the Plan (the "Restricted Area"). Tenant expressly acknowledges that the Premises and the Restricted Area are shown in their approximate location on the Plan, and agrees that precise boundaries of the Premises and the Restricted Area may be changed from time to time by NHESP.

Tenant acknowledges and agrees that it accepts the Property in its "AS IS" condition, and that Landlord has made no representation or warranty regarding the fitness of the Property for the Permitted Purposes (defined below). Tenant hereby accepts the Property, subject to Landlord right to use, from time to time and at any time, the unimproved portions of the Property and any existing roadways for the purpose of pedestrian and vehicular access to the Well Field, and the improved portions of the Property for the purpose of pedestrian access to the Well Field.

2. TERM

This Lease shall be for a term of ten (10) years / five (5) years, commencing on July 1, 2021 (the "Commencement Date") and terminating on June 30, 2031 / June 30, 2026, unless sooner terminated as provided herein. Tenant may, with Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, extend the Lease for an additional five (5)-year term / two (2) additional five (5)-year terms, on the same terms and conditions set forth herein, by providing Landlord with written notice of the same no later than sixty (60) days before the expiration of the initial term.

3. RENT

During said term, Tenant agrees to pay Landlord an annual fixed rent of One (\$1.00) Dollar ("Base Rent"), due on the first day of each Lease year through the term. Tenant shall also be responsible for any and all betterments or assessments, fees or charges that are assessed or chargeable during the term of this Lease in relation to Tenant's use of the Premises. All sums required to be paid by Tenant under this Lease, other than Base Rent, shall be construed and paid as Additional Rent. Additional Rent shall accrue from the Commencement Date and shall be paid when due as reflected in periodic invoices to be sent by Landlord to Tenant. Base Rent and Additional Rent are referred to, together, as "Rent."

4. UTILITIES

Landlord shall have no obligation to provide utilities to the Premises. Tenant shall be responsible for obtaining and paying for all utilities, including, without limitation, water, sewer, or electricity. Tenant shall pay promptly, as they become due, all bills for utilities that are furnished to the Premises (whether prior or during the term, or subsequent thereto, if relating to Tenant's use and/or occupancy of the Premises). In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be Tenant's sole obligation, provided that such installation shall be subject to the written consent of Landlord and shall be installed in conformity with plans and specification provided by Tenant and approved by Landlord. Tenant shall be responsible for obtaining all necessary certificates, permits and other approvals required by any federal, state and local authorities necessary for the installation and maintenance of additional utilities or equipment.

If Tenant fails to pay for the utilities furnished to the Premises, Landlord shall have the right, but not the obligation, to pay the same, and Tenant shall reimburse Landlord promptly upon demand for all costs, expenses and other sums of money in connection therewith, with interest, as Additional Rent. Landlord reserves the right to place utilities on the Property for the purpose of serving the Well Field. Tenant shall not be responsible for the cost, maintenance or repair of such utilities, or for restoring land disturbed by Landlord in exercising its reserved rights hereunder.

5. USE OF PREMISES

5.1. Permitted Purposes. Tenant shall use the Premises for the sole purpose of holding soccer games, camps, clinics, tournaments, programs, and practice, and for all purposes and uses incidental to the purposes stated herein, including, but not limited to, the improvement, maintenance, and repair of the recreational fields and facilities and all necessary appurtenances, incidental motor vehicle parking, and for such other related uses and activities as are approved in writing by the Board of Selectmen, at Tenant's sole cost and expense, provided that the Premises are used in accordance with the terms of this Lease.

5.2. Prohibited Activities. Tenant acknowledges and agrees that the Restricted Area shall not be used or developed for the Permitted Purposes or for any other purpose or use. Rather, Tenant agrees to maintain the Restricted Area in its open, natural and undeveloped condition in compliance with NHESP.

5.3. Operation of the Premises. Tenant shall have the right to use the Premises at all times during the term of this Lease. Notwithstanding the foregoing, Tenant agrees to schedule in advance its expected use of the Premises from once the snow melts until the first snow falls, anticipated to be April 1 through November 30, of each year of the Lease term (such periods hereinafter referred to as the "Season"). Tenant shall, on or before March 1 of each calendar year, provide the Board of Selectmen with a written schedule

of its anticipated use of the Premises during the Season, including a brief description of such use and indicating whether it needs all or a portion of the Premises for its use. Tenant may amend the schedule from time to time and agrees to provide such amendments to the Board of Selectmen in a timely manner. If Tenant does not intend to use the Premises during any prescheduled times, it shall inform the Board of Selectmen at Tenant's earliest opportunity and shall allow others to use the Premises during such times.

5.4. Cooperation. Tenant acknowledges and agrees that its use of the Premises is not exclusive, and that it shall allow others to use the Premises when Tenant is not using the same. Landlord agrees that it shall use its best efforts to accommodate Tenant's needs, while still allowing others to make reasonable use of the Premises. Tenant and Landlord agree to cooperate in making the best use of the Premises.

5.5. Use By Organized Groups and for Organized Events. During the Season, and subject to providing Tenant and the Board of Selectmen with at least thirty (30) days prior written notice, the Premises may be used for organized events (such as fairs and other community events) and by members of any organized groups for recreational purposes, provided the same does not interfere materially with Tenant's scheduled use of the Premises. The Premises may be used by organized groups and for community events during the off-Season by providing Tenant and the Board of Selectmen with at least fourteen (14) days prior written notice. Prior to use, organized groups using the Premises shall sign a copy of this Lease attesting to their understanding of the terms and conditions of this Lease including, but not limited to the Restricted Area, damage to premises, parking area, toilets, lights, etc. Tenant shall not be responsible for use of the Premises by other organized groups.

5.6. Use by Others. Tenant shall allow members of the public and unorganized sports groups to use the Premises or any part thereof at any time if the same does not interfere materially with Tenant's use thereof. During the off-Season, Landlord may use and allow others to use the Premises at any time for similar purposes such that the activity does not negatively impact the environmentally sensitive conservation area. Landlord may, but shall not be obligated to, plow the Premises during winter. Tenant shall have no obligation to plow the Premises during winter. Tenant may close fields temporarily for preservation or restoration and shall notify the Board of Selectmen. Closed fields should be clearly marked as such.

5.7. Damage to Premises. Landlord agrees that it shall not bring vehicles on any grass surface of the Property. The Board of Selectmen shall prohibit others from bringing vehicles on any grass surfaces and from causing damage to said fields. If Landlord, or its employees, contractors, agents and representatives damage the Premises, which damage involves more than the routine wear and tear anticipated from the normal use of the Premises, but, rather, involves damage to the subsurface of the fields or damage to any buildings, the irrigation system, or other facilities of Tenant, Landlord shall be responsible for repairing the same to the condition existing prior to such damage at its sole cost and expense. Tenant acknowledges and agrees that Landlord shall not be responsible for any damage caused by third parties, and that Landlord is not responsible for securing the Property.

5.8. Concession Stand. If Tenant constructs a concession stand on the Premises, as set forth below, revenues from the operation of such stand shall be Tenant's exclusive property. Tenant may operate the concession stand anytime during the Season to provide refreshments to players and spectators.

5.9. Parking Area. Tenant may only use the Parking Area, and such other areas as may be designated by Landlord, to provide parking for players, officials, and spectators, and shall ensure that Tenant's members, contractors, agents, employees, permittees and invitees do not park cars on any other portion of the Premises. If the parking areas are not sufficient for Tenant's use, Tenant may create additional parking provided that it obtains the Landlord's prior written consent. No parking shall be permitted in the Restricted Area.

5.10. Toilets. If Tenant intends to place toilets on the Premises, whether portable or permanent, Tenant shall obtain the Board of Selectmen's prior approval of the location thereof. Tenant shall obtain all permits and approvals necessary prior to such installation.

5.11. Lights. Tenant shall not install or bring onto the Premises any lights without the Board of Selectmen's prior written consent.

5.12. Signs. Tenant may place, or cause to be placed, signs identifying the Premises as a youth recreation area, Tenant sponsors, and shall place signs informing players and others of the environmentally sensitive Restricted Area, which signs shall conform to the Town's general and zoning by-laws. Tenant agrees to maintain such signs in good condition and repair at all times.

5.13. Emergency Protocols. Tenant shall be responsible for developing emergency protocols to be followed by the coaches, referees and Tenant's representatives if anyone is injured on the Premises, and providing Landlord with a written copy of the same within thirty (30) days from the date of this Lease. Tenant agrees that Tenant's representative shall be present on the Premises during any soccer practice/game and will make all arrangements in the event of an emergency.

5.14. Assignment or Subletting. Tenant shall not assign or sublet the Property or any part thereof without Landlord's prior written consent, which may be withheld in Landlord's sole discretion.

5.15. Fertilizers. Tenant shall use only organic and biodegradable fertilizers and pesticides on the Premises. No fertilizers or pesticides of any kind shall be permitted in the Restricted Area.

5.16. Hazardous Substances. Tenant agrees that it shall not maintain, generate, allow or bring on the Property or transport or dispose of on or from the Property any Hazardous Waste, Hazardous Material, Oil or radioactive material. As used herein, the terms "Hazardous Waste", "Hazardous Material", and "Oil" shall be defined "as provided in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively, the "Hazardous Substances"). Tenant shall not be responsible for Hazardous Substances known to be on or emanating from the Property before the date of this Lease, provided Tenant does not contribute to or exacerbate such contamination.

5.17. Annual Report. Tenant shall, on or before March 1 of each calendar year, submit an annual report to the Board of Selectmen, indicating what Improvements and other improvements have been made by Tenant, the current condition of the Premises, and Tenant's improvement and maintenance plans for the next calendar year.

The report shall also contain the names of all individuals or groups that had requested use of the Premises over the past calendar year, the purpose of such use, whether such use was provided, and the number of fields assigned by Tenant. Tenant shall submit with the annual report a schedule of its anticipated use of the Premises for the upcoming Season, as set forth in Section 5.3 above. Tenant agrees to provide Landlord with such additional information as Landlord reasonably requests.

5.18. Compliance with Laws, Regulations, and Codes; Landlord's Regulations. Tenant shall obtain all necessary certificates, permits and other approvals required by any federal, state and local authorities necessary to undertake any repair, renovations or improvements to or to use or occupy the Premises for the Permitted Purposes, and to maintain the Restricted Area, and with all reasonable rules and regulations of the Board of Selectmen.

5.19. Cooperation with Educational Activities. Tenant agrees that its Executive Board, coaches, employees or other Tenant's agents shall attend seminars and other educational programs held by NHESP and/or the Conservation Commission at the beginning of a Season on protecting the sensitive wildlife habitats on the Property, take such reasonable measures requested by NHESP and/or the Conservation Commission that will better protect the wildlife on the Property; and cooperate in disseminating such information and educational materials to others during games and practice sessions.

6. IMPROVEMENTS

6.1. Improvements. Tenant may improve and develop the Premises, at its sole cost and expense, in accordance with any development plan approved by the Board of Selectmen (the "Improvements"). The existing structure located on the Premise and used for the storage of equipment may be maintained and/or replaced in-kind as necessary by Tenant with prior written notice to the Board of Selectmen. The Board of Selectmen may consider the aesthetic appearance of any new development (Improvements) to ensure that they any new structures are not inconsistent with the character of buildings in that area. Landlord shall not be liable for any damage to or loss of Tenant's equipment or other personal property. Tenant shall not make any other improvements to the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. All allowed or required alterations or additions, including the Improvements, shall be at Tenant's sole cost and expense, and shall be in quality at least equal to the present construction. Consistent with Section 5.6, Tenant shall have no obligation to plow or remove snow from the Premises in winter.

6.2. Permits and Work. Tenant shall procure all necessary certificates, permits, and other approvals by any federal, state and local authorities before undertaking any work on the Premises, including the Improvements, and shall cause all such work to be performed in accordance with all certificates, permits, and approvals and good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant shall at all times comply with, to the extent the same are applicable, (i) Massachusetts public bidding laws and all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work; and (ii) plans and specifications (which shall be prepared by and at the expense of Tenant and approved by Landlord prior to beginning any work). Tenant agrees to employ responsible contractors for such work and shall cause such contractors to carry workers' compensation insurance in accordance

with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contractors on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such work.

6.3. Tenant's Sole Liability and Mechanics Liens. Should any improvements, alterations or repairs be made to the Premises or material be furnished or labor be performed therein or thereon by or on behalf of Tenant, as permitted under the terms of this Lease, Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and materialmen furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability. Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of Tenant and shall cause any such lien to be released of record without cost to Landlord.

6.4. Ownership of Improvements. The Improvements, and all buildings and structures erected on the Premises and fixtures installed therein by Tenant shall become the exclusive property of Landlord at the expiration or earlier termination of this Lease, unless Landlord requires Tenant to remove the same. All personal property and equipment shall remain the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such property and equipment and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

6.5. Worker's Compensation. Tenant shall maintain worker's compensation insurance during the construction of the Improvements and any other improvements, as required by law. Tenant agrees that any contractor performing work on behalf of Tenant at the Premises shall carry liability insurance in amounts reasonably satisfactory to Landlord, and shall name Landlord as an additional insured party. Prior to any construction performed by Tenant or any contractor on behalf of Tenant at the Premises, Tenant shall provide Landlord with a copy of the contractor's insurance certificate indicating liability insurance coverage as specified in Section 9 below, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

7. MAINTENANCE

7.1. Maintenance of Premises. Tenant agrees that Landlord shall have no responsibility for the maintenance of the Property or for securing the same. Tenant shall be responsible, at its sole expense, for the general maintenance of the Premises, including, without limitation, the existing fields, the Improvements, and the irrigation system. Tenant shall keep the Premises in good and safe order, condition and repair, excepting only reasonable use and wear and damage by fire or other casualty. Tenant shall be responsible for mowing the grass, and for lining the fields prior to games and ensure that there are no objects in the fields that could be injurious to the players. Prior to mowing the fields, the fields shall be visually scanned for wildlife by walking the length of the fields on foot. Tenant shall be responsible for cleaning the Premises after games. Tenant agrees to keep, operate, use and maintain every part of the Premises in conformity with the requirements of all applicable laws, regulations, and bylaws, and to

do all other work necessary to comply with the foregoing covenant. Tenant hereby releases Landlord from any obligation imposed by law upon landlords generally for such removal of snow and ice, and shall indemnify, defend and save harmless Landlord from any and all liability for claims arising out of Tenant's failure to adequately maintain the Premises in a safe condition consistent with all laws, rules or regulations applicable to the Premises.

7.2. Maintenance of Restricted Area. Tenant shall maintain the Restricted Area in its natural and undeveloped condition in cooperation with and as prescribed by NHESP, and in compliance with all other applicable federal, state, and local laws, regulations, bylaws, including all applicable rules and regulations of the Townsend Conservation Commission.

7.3. Failure to Maintain. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and, if Tenant refuses or neglects to commence and diligently pursue the completion of such repairs within ten (10) days after such demand, or forthwith in the case of emergency repairs, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's property by reason thereof. Except in the case of emergency repairs, such repairs made or caused to be made by Landlord shall not unreasonably interfere with Tenant's use of the Premises. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant will forthwith, on demand, pay to Landlord the cost thereof and, if Tenant shall default in such payment, Landlord shall have the remedies provided herein as for default of the Lease.

8. INDEMNIFICATION RELEASE

Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature, however caused, to any person, or to the property of any person, in or about the Property, or arising from any accident occurring outside the Property but within the general area of the Property, where such accident, injury or damage results or is claimed to have resulted from (a) Tenant's use of the Property or any act, omission or negligence on the part of Tenant or Tenant's contractors, licensees, agents, servants, employees, customers, or invitees, or anyone claiming by, through or under Tenant, (b) any failure on the part of the Tenant to comply with any provision or term required to be performed or complied with by Tenant under this Lease, (c) for the death, injury or property damage suffered by any person relating in any way to Tenant's exercise of its rights under this Lease, and from any and all costs and expenses incurred in connection with any cleanup, remediation removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Substances on or about the Property to the extent Tenant caused or contributed to such environmental occurrence.

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

To the maximum extent this Lease may be made effective according to law, Tenant agrees to use the Property at Tenant's own risk, and Landlord shall not be liable to

Tenant for any injury or death to persons entering the Property pursuant to this Lease, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of Tenant, or of anyone claiming by or through Tenant, that are brought upon the Property pursuant to this Lease. Tenant acknowledges and agrees that it accepts the Property in its "AS IS" condition for the purpose of this Lease, and that Landlord has made no representation or warranty regarding the fitness of the Property.

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

9. INSURANCE

Tenant shall obtain and keep in force at its own expense so long as this Lease remains in effect and thereafter so long as Tenant, or anyone claiming by, through or under Tenant, uses or occupies the Property or any part thereof, public liability insurance, including coverage for the bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Tenant under the terms and conditions of this Lease to indemnify, defend and hold harmless Landlord: comprehensive public liability insurance in the amount of \$1,000,000.00/occurrence, \$5,000,000.00/aggregate; and property damage liability or a combined single limit of \$1,000,000.00 annual aggregate limit Prior to entering the Property, Tenant shall provide with a certificate of insurance in each case indicating Landlord is an additional insured on the policy and showing compliance with the foregoing provisions. Tenant shall require the insurer to give at least thirty (30) days' written notice of termination, reduction, or cancellation of the policy to Landlord.

To the extent possible, Tenant shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claim against Landlord for loss or damage within the scope of the insurance, and Tenant, for itself and its insurers, waives all claims against Landlord as to such claims covered by such insurance.

In the event of Tenant's failure, in whole or in part, at any time during the term of this Lease, to obtain insurance required to be carried by Tenant under the provisions hereof or to provide such evidence thereof in timely fashion, Landlord shall have the right (but shall not be obligated) to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof as Additional Rent.

10. DEFAULT; LANDLORD'S REMEDIES

Tenant covenants and agrees that its failure to fulfill any covenant or obligation to use, operate, improve, repair, maintain, or insure the Premises in accordance with the terms of this Lease shall constitute a default under this Lease. Tenant further agrees that, if it does not cure such default within thirty (30) days after receiving written notice from Landlord specifying such failure (or those failures of obligation or covenant which are incapable of being cured within such thirty (30) day period, if Tenant has failed to commence such cure within said thirty (30) day period and thereafter diligently pursued such cure to completion) then, in any such event, it shall be an event of default by Tenant.

In the event of default, Landlord shall have the right, but not the obligation, to cure the default at Tenant's sole expense, or may terminate this Lease on not less than

thirty (30) days notice to Tenant and on the date specified in said notice, at which time the term of this Lease shall terminate and Tenant shall then quit and surrender the Property to Landlord. If Landlord elects to terminate this Lease, Landlord may at any time thereafter resume possession of the Property by any lawful means and remove Tenant or other occupants and their effects.

11. TERMINATION: SURRENDER

This Lease and the tenancy hereby created shall cease and terminate at the end of the original term hereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Property and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Property from a Tenant holding over to the same extent as if statutory notice had been given.

At the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove all of Tenant's personal property, if any, and such improvements from the Premises as Landlord requires be removed and surrender the Property and any improvements made by Tenant to Landlord in the condition that Tenant is required to maintain the same under this Lease. All property of Tenant remaining on the Property after the expiration or earlier termination of this Lease, and all required and permitted improvements, shall be and become the property of Landlord.

12. MISCELLANEOUS

12.1. Notices. Any notice relating to the Property or to the use thereof shall be in writing and shall be deemed duly served when mailed by registered or certified mail, postage prepaid, addressed to the other party at the addresses listed above, or at such other addresses as the parties may from time to time designate by written notice to the other party.

12.2. Landlord's Access. Landlord or Landlord's agents may at any time and from time to time enter to inspect the Property to ensure compliance with the terms of this Lease, and may, at its sole discretion, make such repairs and alterations as Landlord elects to. Landlord shall have the right to use the Property for accessing the Well Field, as set forth in Section 1 above.

12.3. Notice of Lease. Both parties shall; upon request of either, execute and deliver a notice of this Lease in such form, if any, as may be permitted by applicable statute, whereupon the same may be recorded at the applicable Registry of Deeds.

12.4. Waiver. The failure on the part of the Landlord or Tenant, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Lease or to exercise any option contained herewith, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at *any* time of any of the provisions hereof by the Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof

shall not be construed as a waiver at any subsequent time of the same provisions.

12.5. Headings and Captions for Convenience Only. The captions and headings throughout this Lease are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Lease, nor in any way affect this Lease, and shall have no legal effect.

12.6. Entire Agreement of Parties: No Oral Agreement. There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Lease.

12.7. Governing Law. This Lease shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date and year first above mentioned.

LANDLORD:

TENANT:

TOWN OF TOWNSEND,
By its Board of Selectmen

TOWNSEND ASHBY YOUTH
SOCCER ASSOCIATION

Draft: (Enter date of draft and number of pages)

Grantor: (Enter name of grantor)

Grantee: (Enter name of grantee)

Property Address (Enter address of Premises)

Grantor's Title: Book _____ Page _____ in _____ County Registry of Deeds.

CONSERVATION RESTRICTION

I, [Enter Grantor name(s), marital status if applicable, address, County (and state or country if not in MA)], being the [enter ownership – sole, joint, etc...] owner, for my successors and assigns holding any interest in the Premises as hereinafter defined (the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to [enter Grantee(s) legal name and address. *If more than one Grantee, specify Primary and Secondary. If the grant is to a municipality, insert name of municipality, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, if Grantee is a Water Commission, or other government body then they must be eligible to hold a CR and add citation to the relevant statutory authority.*], their permitted successors and assigns ("Grantee"), for [Enter the amount of the consideration – *You cannot enter "for no consideration" instead the consideration can be "nominal" or "less than one hundred dollars" but DO NOT use "and other valuable consideration"*], IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land containing [Enter either: "the entirety of a XX-acre parcel of land" OR "a XX-acre portion of a XX-acre Property] located in [enter City or Town], Commonwealth of Massachusetts (the "Premises"), which Premises is shown on _____ [Title of recordable plan] dated _____ [date and last revision date of plan], prepared by _____ [Surveyor or engineering firm], and recorded in the _____ County District Registry of Deeds at Plan Book _____ as Plan _____ (the "Plan"), a reduced copy of which is attached hereto as Exhibit A. The Grantor and the Grantee, their successors and assigns, are bound by and subject to the terms and conditions of this Conservation Restriction.

I. **PURPOSES:** This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of the Conservation Restriction is to assure that the Premises will be retained in perpetuity substantially in its natural, scenic, and vegetated condition as set forth herein and to prevent any use of the Premises that will impair or interfere with the Conservation Values of the Premises. This Conservation Restriction supersedes the Declaration of Restriction recorded on the Premises in the _____ Registry of Deeds at Book _____, Page _____. The conservation of the Premises will yield a significant public benefit for the following reasons:

- a. **Wildlife & Habitat Protection:** Conservation of the Premises will protect habitat used by a variety of wildlife including, but not limited to, _____ {list rare species, eg, "Blandings Turtle (*Emydoidea blandingii*), and the Spotted Turtle (*Clemmys gutata*)}. Other additional optional purposes include listing other rare species present on or near the Premises, other features on the Premises related to the protection of wildlife generally such as unique habitat features.}
- b. **Nearby Natural Areas:** {describe context and if area is upland and wetland, eg, "The premises provide upland forest and wetland habitat for native wildlife and plant species and

communities, including many species of native plants, lichens, mammals, birds, reptiles, amphibians, and invertebrates. The preservation of the forest and wetland resources on the Premises will protect these habitats." List other important features or protected areas.}

- c. **Scenic Landscape Preservation:** The Premises comprise part of a scenic landscape associated with a natural, undisturbed environment. The open space conservation land protected under this Conservation Restriction is an important public resource. The preservation of the Premises, by prohibiting significant alterations to the natural character thereof, will further protect and enhance the area's scenic and open space attributes and the recreational, human enjoyment, and ecological value of the hundreds of acres of conservation land and open space.
- d. **Flood Plain Protection:***{as appropriate}* The majority of the Premises lies within the 100-year floodplain of the [Add in River] River. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- e. **Water Quality Protection:** Preserving the natural, undisturbed environment will provide for groundwater recharge and protect wetland resource areas.
- f. **Furtherance of Government Policy:** Protection of the Premises furthers the Town/City of [Add in Town/City] _____ Date Open Space and Recreation Plan including {cite items from the plan. Note if the land being protected is identified in any federal, state, regional or local environmental initiatives such as BioMap (*BioMap: Preserving the Diversity of Massachusetts in a Changing World*), Natural Heritage (*Comprehensive Wildlife Conservation Strategy or Living Waters, Statewide Land Conservation Plan* etc.)}.
- g. **Massachusetts Endangered Species Act ("MESA"):** This Conservation Restriction is granted pursuant to and in accordance with the requirements set forth in Conservation and Management Permit No. XYZ-123. DFW, date Month____, Year, issued by the Commonwealth of Massachusetts Division of Fisheries and Wildlife acting through the Natural Heritage and Endangered Species Program ("Division") recorded at Book Page No, in the _____ County Registry, and incorporated by reference herein ("CMP").
- h. **Baseline Documentation Report and Survey (BDRS):** These Conservation Values are described in more detail in the Baseline Documentation Report and Survey ("BDRS"), copies of which are to be kept on file at the office of the Grantee and incorporated herein by this reference. Grantor and Grantee agree that the purpose of the BDRS, which consists of maps, narratives, survey plans and aerial and ground photographs that portray the condition of the Premises at the time of the creation of the BDRS and immediately prior to recording of this Conservation Restriction, is to provide a baseline from which future changes to the Premises, whether natural or human-caused, can be measured including to objectively and accurately document natural or other uses, physical features, improvements, and trails and as they relate to the prohibited and permitted uses of the Premises. Notwithstanding, in the event that the BDRS is unavailable, or is determined to be inadequate for resolving any issue that may arise after the granting of this Conservation Restriction, other evidence may be used to show the condition of the Premises at either the time of the grant or some subsequent point in time

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor and the Grantee voluntarily agree that the Conservation Restriction described herein is an appropriate means to ensure compliance with the CMP issued pursuant to MESA and achieve the community's open space goals and objectives, all of which thereby represent significant public benefits.

II. DEFINITIONS:

- a. Conservation Values: shall mean, without limiting the generality of the terms, those conservation attributes set forth above in Paragraph I and as further described in the BDRS.
- b. Hazardous Material: shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a pollutant, dangerous substance, toxic substance, hazardous waste, hazardous material, hazardous substance or contaminant under any environmental law, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any environmental law.
- c. Pervious: shall mean built of materials consisting of unconsolidated minerals such as sand, dirt or gravel, or natural materials such as wood chips or grass.
- d. Structure: (whether or not said term is capitalized) shall mean anything constructed or erected which requires permanent or temporary location on, in, over or under the ground or permanent or temporary attachment to something which is erected or placed on the ground and designed, intended or arranged for the housing, shelter, enclosure and/or structural support of persons, animals or property of any kind, including but not limited to houses, mobile homes, tents, barns, sheds, greenhouses, treehouses, and other buildings of any kind; silos and cribs; swimming pools; playing courts; outdoor riding rings; fences; pads; patios and decks; docks; bridges; roads; driveways and parking areas (whether surfaced with macadam, brick, paving stones, gravel, clay or other material); artificially surfaced walkways; solar panels; satellite dishes and antennae; signs and billboards; storage tanks; windmills and wind turbines; and water, sewer, power, fuel, gas and communication lines, other utility systems and related facilities.
- e. Passive Recreation: activities that are non-consumptive uses of resources and do not require prepared facilities like sports fields and pavilions. Passive recreation activities place minimal stress on the site's resources and are compatible with the Conservation Values. Examples include hunting, hiking, wildlife viewing, observing and photographic nature, picnicking, walking, bird watching, running/jogging, star gazing, and fishing. Passive recreation excludes mountain bikes, use of motorized vehicles, and horse-back riding, unless specified herein.

III. PROHIBITED USES & RESERVED RIGHTS:

- a. Prohibited Uses: Except as to reserved rights set forth in Paragraph III(b.) below, the Grantor shall not perform or permit others to perform the following acts or uses, which are prohibited, in, on, above or below the Premises:
 - i. Constructing, placing, or allowing to remain any Structure;

- ii. Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- iii. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree or other vegetation cutting, waste or Hazardous Material or other substance or material whatsoever, whether or not generated on the Premises, or the installation of underground storage tanks;
- iv. Removing, cutting, pruning or destroying vegetation (native or non-native), including, but not limited to trees or plants, understory, grasses and ground covers, except as allowed in writing by the Grantee and Division to remove hazards to users
- v. Applying or using fertilizers, fungicides, herbicides or pesticides in any quantity;
- vi. Planting, releasing, cultivating, maintaining, or engaging in any other activity that would introduce plant or animal species that pose a substantial risk of being invasive or are otherwise detrimental to the native plant and animal community, as determined by the Division. A list of plant species deemed to be invasive, as of the time of this grant, is provided in the Massachusetts Prohibited Plant List, which is updated and maintained by the Massachusetts Department of Agricultural Resources;
- vii. Activities detrimental to drainage, flood control, erosion control, water or soil conservation, archaeological resources or the quality of ground water and wetlands;
- viii. Any commercial recreation, other business or industrial use;
- ix. Animal penning or grazing; holding horses, pets, livestock, or domestic animals within a paddock; horseback riding, causing or permitting any domestic or livestock to be unattended or to roam or be at large; and the storing or dumping manure or other animal wastes; any agricultural use;
- x. Using, parking or storing motorized vehicles, including, but not limited to, trucks, trail bikes, motorized or non-motorized, all-terrain vehicles, dune buggies, boats, trailers, and snowmobiles, except as necessary by the police, fire fighters or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs or scooters used by physically challenged parties;
- xi. Disrupting, removing, destroying any stone walls, historical stone monuments, or granite fences or posts;
- xii. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;

- xiii. Damaging, disturbing, or removing, any part or portion of the property or any or resource, real, natural, personal, cultural or historic, except through hunting, fishing, or trapping where permitted and carried out in accordance with regulations issued by the Division of Fisheries and Wildlife subject to Chapters 130 and 101 of the Massachusetts General Laws and 321 CMR, or other written authorization from the Division of Fisheries and Wildlife; and
 - xiv. Any other use or activity which is inconsistent or interferes with, or that would materially impair the purposes or Conservation Values of this Conservation Restriction.
- b. Reserved Rights in the Premises: The Grantor reserves the right to conduct or permit the following activities provided they do not materially impair the Conservation Values or purposes of this Conservation Restriction or other significant interests:
- i. With prior written permission of the Grantee and Division, after consultation with and consistent with the advice of a professional biologist to ensure such use will not be detrimental to any state-listed species or other wildlife, the erection and maintenance of sight-pervious, non-enclosing, wildlife friendly fences, such as wooden split rail or other open-faced fences, or low hedges of native species;
 - ii. The right to install temporary or permanent boundary monuments; the right to erect and maintain small signs that provide information including identifying the Grantor and Grantee provided that such signage is consistent with the purposes of this Conservation Restriction and does not identify the location or existence of any specific state-listed species on the Premises;
 - iii. The Grantor and its invitees are permitted to conduct non-commercial, passive recreational uses of the Premises, such as nature study, birding, wildlife observation, walking on existing trails, and similar passive recreation activities, provided such uses do not alter the topography or environmental qualities of the Premises;
 - iv. With prior written permission of the Grantee and Division, the right to remove or control hazardous trees, poison ivy, oriental bittersweet, other invasive or exotic species, insect infestations, diseases, and other types of pests by methods, including but not limited to, the use of spot-applied herbicides, fungicides and pesticides in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
 - v. With prior written permission of the Grantee and Division, the right to restore, maintain, enhance or otherwise manage biotic communities or habitats for native or rare species that include, but are not limited to, application of herbicide, selective planting of native species, cutting, prescribed burning or removal of native vegetation, forestry, and modification of soils. Where the CMP requires habitat restoration, maintenance or enhancement of rare species habitat, no written permission shall be required from the Grantee. All habitat restoration, maintenance

or enhancement of rare species habitat shall be done in accordance with the written permission of the Division, or applicable CMP requirements;

- vi. The marking, clearing, mowing or maintaining of footpaths and woods roads existing and shown on the Plan and described in the BDRS;
- vii. All actions and activities required or authorized by the CMP, as the CMP may be subsequently amended and duly recorded with the _____ [County] County Registry of Deeds with reference to the CMP and this Conservation Restriction; and
- viii. Any work undertaken in conjunction with the reserved rights mentioned above in Paragraph III(b.) shall seek to minimize disturbance to the Premises. Upon completion of any site work performed in conjunction with Paragraph III(b.), any disturbed areas shall be restored substantially to match the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work.
- ix. Archaeological investigations and activities, including without limitation surveys, excavation, and artifact retrieval conducted under the direction of a qualified organization or person, following submission of an archaeological field investigation plan and written approval thereof by (a) the Commonwealth and (b) the State Archaeologist of the Massachusetts Historical Commission, and in accordance with Massachusetts 950 CMR 70.00 with approval of the Grantee in consultation with Division; and (c) the Division in accordance with the requirements of MESA.

The exercise of any right reserved by the Grantor under Paragraph III(b.) shall be in compliance with the then-current Zoning By-Laws of the Town/City/City of (ADD in Town/City/City), and all other applicable federal, state, county and local laws, bylaws, rules and regulations, including, but not limited to Massachusetts Historic Commission regulations and local wetland conservation commission bylaws and regulations. The inclusion of any reserved right in Paragraph III(b.) requiring a permit from a public agency does not imply that the Grantee or the Division takes any position on whether such permit should be issued.

IV. ADDITIONAL PROVISIONS:

a. **NOTICE AND APPROVAL:**

Whenever notice to or approval by Grantee or Division is required, Grantor shall notify Grantee or Division, as applicable, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, MESA Tracking Number and/or CMP Number, if applicable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee or Division, as applicable, to make an informed judgment as to its consistency with the purposes of this Conservation Restriction and CMP. Where Grantee's or Division's approval is required, Grantee or Division, as applicable, shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. The Grantee or Division may require the submittal of additional information necessary to evaluate the proposed activity. Grantee's or Division's approval, as applicable, shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation

Restriction. [If this is a jointly held CR, need a Primary Decision Maker provision. Click inside box and hit space bar to delete this comment]

Failure of Grantee or Division to respond in writing within 60 days shall be deemed to constitute approval by Grantee or Division, as applicable, of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, is not in violation of any local, state or federal law, including but not limited to MESA and the CMP, and the activity will not materially impair the Conservation Values or purposes of this Conservation Restriction.

b. LEGAL REMEDIES OF THE GRANTEE:

i. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the Conservation Values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

The Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division; and does not limit in any manner the Division's authorities or duties under Chapter 131 and 131A of the Massachusetts General Laws, et. seq. or the implementing regulations for such statutory provisions.

ii. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

iii. Disclaimer of Liability.

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

iv. Acts Beyond the Grantor's Control.

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

c. ACCESS:

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

[The Grantor also grants to the public the right to....*If public access is granted add terms of public access here OR delete if public access is not being granted.*]

d. EXTINGUISHMENT:

- i. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs and the Division. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph IV(d)(ii.) below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.
- ii. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee,

with a fair market value that is at least equal to the proportionate value that this Conservation bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements ["including" insert relevant information such as the CPA, LAND or PARC grant, Forest Legacy grant, etc., if applicable].

- iii. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph IV(d)(ii.), after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

e. ASSIGNABILITY:

- i. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.
- ii. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.
- iii. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the assignee is not an owner of the fee in the Property, and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

f. SUBSEQUENT TRANSFERS:

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than 20 days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

g. ESTOPPEL CERTIFICATES:

Upon request by the Grantor, the Grantee shall, within thirty (30) *[60 days for municipalities unless otherwise agreed upon]* days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

h. NON MERGER:

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

i. AMENDMENT:

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the Massachusetts General Laws. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction and the CMP, shall not affect the perpetual duration of this Conservation Restriction, shall be approved in writing by the Secretary of Energy and Environmental Affairs and Division, and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts,

and any gifts, grants or funding requirements. Any amendment shall be recorded in the [enter County] Registry of Deeds.

J. EFFECTIVE DATE:

This Conservation Restriction shall be effective when the Grantor, the Grantee, and the Division have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in a timely manner in the [enter County] Registry of Deeds..

k. NOTICES:

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either be served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Type in address here.

To Grantee: Type address here.

To Division: Natural Heritage & Endangered Species Program
 Massachusetts Division of Fisheries & Wildlife
 1 Rabbit Hill Road
 Westborough, MA 01581

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

I. GENERAL PROVISIONS:

- i. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- ii. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Sections 31-33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- iii. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

- iv. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

m. MISCELLANEOUS.

- i. **Pre-existing Public Rights.** Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

ii. **Homestead**

The Grantor attests that there is no residence on or abutting the Premises (including exclusions) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

Or

The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

- iii. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

- iv. Attached hereto and incorporated herein by reference are the following:

SIGNATURE PAGES:

Grantor

Grantee Acceptance

Approval by Select Board or City Council

[Enter any other applicable signatures or certifications]

Approval of the Secretary of Energy and Environmental Affairs

Acknowledgement by the MA Division of Fisheries and Wildlife

EXHIBITS:

Exhibit A: Description of the Premises

Exhibit B: Reduced Copy of Recorded Plan of the Premises

[Applies to CPA purchases]Exhibit C: Town/City or City Vote

[Enter additional Exhibits, Addendums, Appendixes, Management Agreements, votes, grant agreements, exclusions, etc...]

WITNESS my hand and seal this ____ day of _____, 20____,

[Name of Grantor and Title if Grantor is corporate entity or Trust – make sure to attach corporate authority or trustee certificate if applicable]

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

[If acceptance is by a land trust or other non municipal entity]

This Conservation Restriction from *[Enter Grantor's name]* was accepted by *[Enter Grantee's name]* this _____ day of _____, 20____.

By: _____

Its: _____, duly authorized

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

**ACCEPTANCE OF GRANT BY [TOWN/CITY/CITY OF _____] CONSERVATION
COMMISSION**

[Use this Acceptance if Grantee is Conservation Commission]

We, the undersigned, being a majority of the Conservation Commission of the [Insert Municipality], Massachusetts, hereby certify that at a public meeting duly held on [ENTER DATE], the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from [ENTER GRANTOR'S NAME] pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws.

[MUNICIPALITY] CONSERVATION COMMISSION:

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town/City of _____, hereby certify that at a public meeting duly held on _____, 20____, the Select Board voted to approve the foregoing Conservation Restriction from _____ to _____ pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

SELECT BOARD:

COMMONWEALTH OF MASSACHUSETTS

[Enter County], ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from [Grantor's Name] to [Grantee's Name] has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 20__

KATHLEEN A. THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACKNOWLEDGEMENT BY THE MA DIVISION OF FISHERIES AND WILDLIFE

This grant of Conservation Restriction set forth above to the {Name of Grantee; if a Town/City, Town/City of X acting through its Conservation Commission} by {Name of Grantor} is acknowledged this _____ day of _____, 20____. The MA Division of Fisheries and Wildlife (Division) acknowledges the reserved rights and obligations of the Division set forth herein.

By: _____

Its: _____

Date: _____

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was one of the following (check applicable box): ☐ a driver's license; ☐ a valid passport; ☐ personally known to be the person whose name is signed on the preceding or attached document; or ☐ other _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of the Commonwealth of Massachusetts Division of Fisheries and Wildlife.

Notary Public

My commission expires:

EXHIBIT A

Description of the Premises

[In order to satisfy the requirements of MGL Chapter 184 Section 26(c), any land burdened by a Conservation Restriction MUST be described by metes and bounds OR by reference to a filed plan. A mere deed reference does not satisfy the requirements of the statute]

ALL Building Envelopes and Exclusion areas MUST be defined by metes and bounds.]

EXHIBIT B

Reduced Copy of Recorded Plan of the Premises

[This plan/map must show the CR area. The CR area and any exclusions or building envelopes should be clearly labeled.]



4.4

Town of Townsend
Employment Opportunity
Community Services Coordinator

The Town of Townsend seeks qualified applicants for the full-time (40 hr/week) position of Community Services Coordinator.

Responsibilities:

The Community Services Coordinator provides social services and assistance to Townsend residents, their families and caregivers, and coordinates ARPA-funded wellness services for Town employees.

Qualifications:

Bachelor's degree in Gerontology, Social Services, Social Work, Public Health or related field with one to two years of relevant experience, or any equivalent combination of education and experience. Licensed Social Worker and certified SHINE counselor preferred. Experience developing programs, managing volunteers and/or working with community organizations a plus. Applicant must have excellent customer service skills and enjoy working in a public setting. Must exercise good judgement in a variety of situations.

A valid Massachusetts Driver's License is required.

Salary:

This position is a Grade F Step 1 position on the Town's compensation and class plan. This is a salaried position at \$30.98/hour for 40 hours/week. This position offers full benefits and reports to the Council on Aging Director and to the Board of Selectmen through the Town Administrator.

Please forward a letter of interest with resume and completed application to Ross Perry, Interim Town Administrator, 272 Main Street, Townsend, MA 01469, or via email to selectmen@townsendma.gov.

Employment application and detailed job description are available at www.townsendma.gov.

Applications will be accepted until a suitable candidate is found.

The Town of Townsend is an AA/EOE.

**TOWN OF TOWNSEND
COMMUNITY SERVICES COORDINATOR**

DEFINITION

Position provides social services and assistance to Townsend residents, their families and caregivers, and coordinates ARPA-funded wellness services for Town employees.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Works closely with the Council on Aging and interfaces with the Council on Aging Outreach Coordinator as needed
- Creates and facilitates TRIAD with COA, Police and Fire Departments
- Works with Department Heads to contract and coordinate wellness programs, both in person and virtual
- Facilitates the contracts with all outside organizations (including opioid addiction support)
- Provides an interface (scheduling, reporting, etc) between contracted providers and Department Heads
- Coordinates Town's "worthy funds" requests
- Works with CMHA and other contracted agencies to manage Mortgage/Rental/Eviction support
- Works with contracted ARPA support (CSS/Jennifer Thompson) on reporting for ARPA funded wellness and service programs
- Works with Grant Administrator as needed
- Connects underserved residents to programs and resources
- Educates seniors and families on care options
- Reports as a mandated reporter to appropriate agencies as needed
- Performs the necessary confidential administrative work related to the program such as maintaining client records, membership list, referrals made and prepare required reports incorporating necessary information.
- Responds to referrals from sources such as family members, neighbors, other Town departments, community organizations and health organizations.
- Performs other related job duties as necessary.

SUPERVISION RECEIVED

Under general direction from the Council on Aging Director and the Board of Selectmen through the Town Administrator, employee plans and prioritizes the majority of work independently, in accordance with standard practices. Employee is expected to solve most problems of detail or

unusual situations by adapting methods or interpreting instructions accordingly. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with Council on Aging Director and the Town Administrator.

JUDGMENT

The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex. Judgment is used in analyzing specific situations to determine appropriate actions. Requires understanding, interpreting and applying federal, state and local regulations.

COMPLEXITY

The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

NATURE AND PURPOSE OF CONTACTS

Relationships are constantly with co-workers, vendors, the public, groups and/or individuals such as peers from other organizations, and representatives of professional organizations. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance, including departmental practices, procedures, regulations or guidelines.

CONFIDENTIALITY

The employee has regular access at the departmental level to a variety of sensitive and confidential information.

EDUCATION AND EXPERIENCE

Bachelor's degree in Gerontology, Social Services, Social Work, Public Health or related field with one to two years of relevant experience, or any equivalent combination of education and experience. Licensed Social Worker and certified SHINE counselor preferred.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: In-depth knowledge of human services networks. In-depth knowledge of a variety of federal, state, and local services and benefit programs, including but not limited to insurance options, fuel assistance, SNAP benefits, Social Security, transportation, housing, legal services, fuel assistance, financial planning, day programs, elder housing and aging services providers. Demonstrates knowledge of relevant federal, state and local laws, rules and regulations

impacting at-risk populations.

Abilities: Ability to perform case-by-case assessments with a calm and reassuring demeanor. Ability to withstand loss and manage grief. Ability to communicate effectively both orally and in writing. Ability to maintain good public relations and effective collaborative working relationships with Town departments, department heads, fellow employees, officials and the general public. Ability to meet deadlines. Ability to work independently and exercise independent judgment.

Skills: Critical thinking and analytical skills. Proven interpersonal skills, customer service skills and problem resolution skills. Must possess organizational skills and be detail orientated.

WORK ENVIRONMENT

Working is done in a typical office environment but may from time to time involve occasional exposure to elements found in the field, such as vendor/contractor sites or clinics. The employee may be required to work beyond normal business hours.

PHYSICAL, MOTOR, AND VISUAL SKILLS

Physical Skills

The work involves physical skills typical of an office environment, including sitting, standing, walking and stooping. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds.

Motor Skills

The work may require motor skills for activities such as moving objects, using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

Visual Skills

Visual demands require routinely reading documents for general understanding and analytical purposes.

Town of Townsend
Employment Opportunity
Human Resources Manager

The Town of Townsend seeks qualified applicants for the position of Human Resources Manager.

Responsibilities:

The Human Resources Manager provides personnel services and support to the Town Administrator, Department Heads, and all employees of the Town of Townsend.

Qualifications:

A Bachelor's degree in human resources, public administration or other management/administration with three to five years of relevant experience is required . The applicant must have excellent customer service skills and enjoy working in a public setting. Must exercise good judgement in a variety of situations.

A valid Massachusetts Driver's License is required.

Salary:

This position is a Grade F Step 1 position on the Town's compensation and class plan. The salary is \$30.98/hour for 30 hours/week. This position offers full benefits and reports to the Board of Selectmen through the Town Administrator.

Please forward a letter of interest with resume and completed application to Ross Perry, Interim Town Administrator, 272 Main Street, Townsend, MA 01469, or via email to selectmen@townsendma.gov.

Employment application and detailed job description are available at www.townsendma.gov.

Applications will be accepted until a suitable candidate is found.

The Town of Townsend is an AA/EOE.

Exempt, Grade F
Part-time (30 hr)
Benefited
Non-Union

**TOWN OF TOWNSEND
HUMAN RESOURCES MANAGER**

DEFINITION

Position provides personnel services and support to the Town Administrator, department heads, and all employees of the Town of Townsend.

ESSENTIAL FUNCTIONS

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

- Manages all employee Insurance claims including Worker's Comp, Injured on Duty 111F, and FMLA applications, follow up, and the return to work process
- Research health insurance providers and plan benefits.
- Work with the Town Administrator on the Insurance Advisory Committee to help find the best health insurance plan for the Town and employees.
- Manages and works with Department Heads to complete employee annual performance reviews
- Responsible for all Employee Records, including the on-boarding of new hires
- Performs periodic wage and salary reviews of the compensation and class plan
- Creates new and updates existing job descriptions
- Responsible for employee training and development
- Handles employee complaints, concerns, and issues not resolved by the manager
- Updates Personnel Policies and Procedures annually and on an as-needed basis
- Ensures compliance with State and Federal employment directives
- Assists the Town Administrator with union negotiations and participates as part of the Town's negotiating team including standardizing generic terms such as vacation calculations and providing updated documents to reflect past agreements and MOUs.

SUPERVISION RECEIVED

Under general direction of the Town Administrator, employee plans and prioritizes the majority of work independently, in accordance with standard practices. Employee is expected to solve most problems of detail or unusual situations by adapting methods or interpreting instructions accordingly. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor.

SUPERVISION EXERCISED

Although the Human Resources Manager has no direct reports, the employee works with Department Heads to manage employee reviews, setting deadlines and methodology as appropriate.

JUDGMENT

The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex. Judgment is used in analyzing specific situations to determine appropriate actions. Requires understanding, interpreting and applying federal, state and local regulations.

COMPLEXITY

The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

NATURE AND PURPOSE OF CONTACTS

Relationships are constantly with co-workers, vendors, the public, groups and/or individuals such as peers from other organizations, and representatives of professional organizations. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance, including departmental practices, procedures, regulations or guidelines.

CONFIDENTIALITY

The employee has regular access at the departmental level to a variety of sensitive and confidential information.

EDUCATION AND EXPERIENCE

Bachelor's degree in human resources, public administration or other management/administration with three to five years of relevant experience in Human Resources or a related position.

KNOWLEDGE, ABILITY, AND SKILLS

Knowledge: In-depth knowledge of personnel services. In-depth knowledge of a variety of federal, state, and local services and benefit programs, including but not limited to insurance options, Family and Medical Leave Act, and Workman's Compensation programs. Familiarity with policy and procedure documents and employee performance evaluation methods. . Demonstrates knowledge of relevant federal, state and local laws, rules and regulations impacting employment.

Exempt, Grade F
Part-time (30 hr)
Benefited
Non-Union

Abilities: Ability to perform case-by-case assessments with a calm and reassuring demeanor. Ability to communicate effectively both orally and in writing. Ability to maintain good public relations and effective collaborative working relationships with Town departments, department heads, fellow employees, officials and the general public. Ability to meet deadlines. Ability to work independently and exercise independent judgment.

Skills: Critical thinking and analytical skills. Proven interpersonal skills, customer service skills and problem resolution skills. Must possess organizational skills and be detail orientated.

WORK ENVIRONMENT

Work is done in a typical office environment.

PHYSICAL, MOTOR, AND VISUAL SKILLS

Physical Skills

The work involves physical skills typical of an office environment, including sitting, standing, walking and stooping. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds.

Motor Skills

The work may require motor skills for activities such as moving objects, using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

Visual Skills

Visual demands require routinely reading documents for general understanding and analytical purposes.

4.5

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF TOWNSEND

This is to certify that: **Ashraf Soliman**

PIZZA PIZZAZ 26 MAIN STREET

**IS HEREBY GRANTED A
COMMON VICTUALLER LICENSE**

in said Town of Townsend and at that place only and expires December 31, 2022 unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures,

Date:

THE TOWNSEND BOARD OF SELECTMEN

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF TOWNSEND



APPLICATION FOR LICENSE

TO THE LICENSING AUTHORITIES:

1/3 2022

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

PIZZA PIZZAZ

Ashraf Soliman, MANAGER

STATE CLEARLY

To obtain a COMMON VICTUALLER for the purpose of preparing and serving food and beverages to the public.

PURPOSE FOR
WHICH LICENSE
IS REQUESTED

GIVE LOCATION
BY STREET AND
NUMBER

26 Main Street

in said TOWN OF TOWNSEND in accordance with the rules and regulations 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.

A. Soliman

*Signature of Individual
or Corporate Name (Mandatory)

By: Corporate Officer
(Mandatory, if Applicable)

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. 62C s. 49A.

RECEIVED

Received JAN 13 2022

BOARD OF SELECTMEN

Matt Dora
Signature

4.6



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

Natalie Call

Name of Responsible Person/License Holder

Townsend VFW Post 6538, 491A Main St Townsend MA 01469

Name/Address of Event Premise

2/12/2022

Date of Event

5-11pm

Hours of Event

Valentines Day Dinner

Type of Event/Sponsors

Number of people expected at event: 80

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

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

Name of licensed wholesaler

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

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

Natalie Call

Signature of License Holder

2-11-2022

Date

Date Application Received: _____

Date sent to licensing Agent for review: _____

*Paid \$20.00 cash
rec'd Rasker*

5.0

ARPA Project Definition

Motioned as project (voted unanimously at 12-6-2021 BOS meeting)

Goals:

1. Respond to the negative effects of Covid-19 in the community.
2. Prepare the community for its future infrastructure needs.

Funds Available:

\$994,979 NEU funds + \$1,846,429 County Allocation = \$2,841,408

Approximately, \$2,800,000 (\$1.4 mil available FY22; \$1.4 mil added FY23 with use designated by Dec 2024 and expended by Dec 2026.

Outline:

Category 1 - Public Safety and Covid-19:

Contact Tracing (BOH)
Mental Health support - (BOS, Rec, Police)
Human Services employee
Community Outreach position(COA)
Covid cleaner position
Election Support
ARPA Reporting/Accounting support

Project and Cost Estimates

Category 1 - total cost over life of funding: \$ 1,383,300

Project :

- Provide municipal employee **human resources** support (\$560,000)
- Provide **wellness programming** for Public Safety and the Community including for opioid addiction (\$470,000)
- Fund **additional cleaning** needed in Town Hall (and other Municipal Buildings) (\$75,000)
- Provide funding and coordination for **Contact Tracing**. (\$100,000)
- Fund initial **online permitting software** in order for municipal employees to work with less face-to-face interaction and from home as needed. (\$60,000)
- **ARPA reporting support** (\$100,000)
- **Election support** (\$18,300)

Human Resources Support: Cost - \$560,000 (558,566) for personnel over 5 years (HR Manager and Community Services Coordinator)

Personnel:

See job descriptions.

Human Resources Manager- part-time (30 hour) benefited, non-union (pre-pandemic position- with goal to make this a permanent position incorporated into budget for FY25)

Motioned as project

ARPA Funds allocated:

per year: \$30,726 + \$25,000 Benefits (56,000) + 2% increase per year

FY22: \$14,000 (April 2022-June 2022)

FY23: \$57,120 (July 2022-June 2023)

FY24: \$58,300 (July 2023-June 2024)

Tot: \$129,420

FY25: \$59,500 (July 2024-June 2025)

FY26: \$60,690 (July 2025-June 2026)

FY27: \$31,000 (July 2026-Dec 2026)

Tot: \$151,190

Grand Total: \$280,610

Community Wellness Coordinator (Covid)- Full-Time (40 hr), benefited, non-union position funded through Dec 2026 with \$10,000 per year from the COA budget and the remaining amount from ARPA funds

Note that benefits for this position are already budgeted in the general budget per the Outreach Coordinator position that is not hired.

Motioned as project with tbd discussion regarding combining this with COA Outreach Coordinator to make this a full-time position. If full-time, the position will be benefited through already budgeted town funds and salary will be combined with funds budgeted at lower grade (C).

Requirements: See Job Description attached

Minimum of Bachelor's degree in social work, social services, public health, or related field, with some experience with developing programs, managing volunteers or working with community organizations preferred. This position is ~~Grade E-~~ Grade F on the classification and wage matrix, Step 1 (\$22.13) to Step 5 (\$23.95) \$30.98 per hour. This position is non-benefited and reports to the ~~Human Resources Administrator-~~ Council on Aging Director.

Job Description:

- Works with Department Heads to contract and coordinate wellness programs.
- Facilitates the contracts with all outside organizations (including opioid addiction support)
- Provides an interface (scheduling, reporting, etc) between contracted providers and Department Heads.
- Interfaces with COA Outreach Coordinator as needed
- Works with CMHA and other contracted agencies to manage Mortgage/Rental/ Eviction support
- Works with contracted ARPA support (CSS/Jennifer Thompson) on reporting for these programs.

ARPA Funds allocated:

per year: \$55,000 + (10,000 from COA budget) + 2% increase per year (Grade F Step 1)

FY22: \$13,750 (April 2022-June 2022) (65000/4 - 2500 from COA)

FY23: \$56,300 (July 2022-June 2023). (66,300 - 10000 from COA)

FY24: \$57,626 (July 2023-June 2024) (67,626 - 10000 from COA)

FY25: \$59,000 (July 2024-June 2025) (69,000 - 10000 from COA)

FY26: \$60,380 (July 2025-June 2026) (70,380 - 10000 from COA)
FY27: \$30,900 (July 2026-Dec 2026). (71,800/2 - 5000 from COA)

Grand Total: \$277,956

Wellness Programming: Cost - **\$470,000** over 5 years

Motioned as a project. Noted that \$48000 will be available through state settlement funds targeted specifically to opioid crisis.

Public Safety request - Police and Fire

Recreation Department request

Opioid Addiction (fund transfer to a non-profit)

ARPA Funds allocated:

\$30K/year for each program

FY22: \$ 7,500 (April 2022-June 2022)

FY23: \$30,000 (July 2022-June 2023)

FY24: \$30,000 (July 2023-June 2024)

FY25: \$30,000 (July 2024-June 2025)

FY26: \$30,000 (July 2025-June 2026)

FY27: \$15,000 (July 2026-Dec 2026)

Grand Total: \$142,500 (rounded to \$150,000/program x 3 programs = \$450,000)

Education and Training at COA: Program to begin when Outreach Coordinator is hired.
See request breakdown from COA.

ARPA Funds allocated:

\$9600 x 2 (renewed every 3 years) = \$19,200 (rounded to \$20,000)

Additional Cleaning: Cost - **\$75,000** over 5 years.

Motioned as a project,

"Covid cleaning" in Town Hall

ARPA Funds allocated:

\$10K/year based on amount spent in CARES Act funding. Position is being paid currently for FY22.

FY22: \$10,000 (April 2022-June 2022)

FY23: \$10,000 (July 2022-June 2023)

FY24: \$10,000 (July 2023-June 2024)

FY25: \$10,000 (July 2024-June 2025)

FY26: \$10,000 (July 2025-June 2026)

FY27: \$ 5,000 (July 2026-Dec 2026)

Grand Total: \$55,000

Contact Tracing: Cost - **\$100,000** over 5 years (check if ARPA bill just voted in MA State legislature does fund Contact Tracing. If so, this set aside is not needed)

Hold up until we see if state funds this.

Contact tracing set aside for Nashoba Board of Health to do contact tracing if state does not do it (set aside but not used under CARES Act)

ARPA Funds allocated:

\$20K/year based on request.

Online Permitting Software: Cost - **\$60,000** one-time payment (Initial cost then supported in budget through fees).

Motioned as a project. Jennifer will check with Eric Chartrand, Building Inspector, on cost and consult email re: this ask under CaresAct funds.

ARPA Reporting Support: Cost - **\$100,000** over the life of the funding

To provide reporting support for the town. Contracted to Capital Strategic Solutions currently and continuing as needed.

Already voted. Does this spending require a project to be defined?

Election Support: Cost - **\$18,300**

Poll pads - for touchless checkin at the polls and at town meetings. - **\$6300**

Quote available

Clickers - for use at town meeting to vote in order to eliminate the need for counters circulating among the attendees - **\$12,000**

The Town is investigating the use of electronic vote counters such as the solution from Meridia.

In addition to greatly expediting the voting process at our Town Meetings, there are some covid related advantages.

1. Allows vote counting in multiple rooms which aids voter separation. I.e. more social distancing and not having to crowd everyone in on meeting hall
2. Quicker voting, i.e. shorter meeting times and less exposure of the tellers who have to count hand or paper ballot votes.
3. Less shouting (at least during the voice votes) thus less 'germs' in the air.

In the past this type of solution has been eligible for CARES Act funds.

Can we use ARPA funds for the \$9775 purchase and approx. \$2,000 of one-time technical support?

Category 2 - Community Support:

Affordable Housing
Meals at COA
Mortgage/Rental support
Eviction support
Outdoor spaces (field behind Town Hall; Harbor sidewalk/bike lane)
TEO support

Project and Cost Estimates

Category 2 - total cost over life of funding: \$417,250

Project :

- **Affordable Housing** (transfer funds to Affordable Housing Trust). (\$100,000)
- Provide **additional meals** through COA (\$145,250)
- **Mortgage/Rental/Eviction** support (\$60,000)
- **Harbor sidewalk/bike trail** (transfer of funds to Squannacook Greenways) (\$50,000)
- **Field behind Town Hall** for outdoor recreation and community outdoor event space. (\$50,000)
- **TEO support** (\$12,000)

Affordable Housing: Cost - **\$100,000** one time set aside

Motioned to be a project. Transfer funds to Trust?

Funds for use by the Affordable Housing Trust to

- complete the transfer of the six designated and voted town properties to the Trust
- Plan for the use of 1 or more of these properties for the development of affordable housing.

Additional Meals: Cost - **\$145,250** over five years

Motioned to be a project and to begin around Feb 1. See Karin Moore, COA Director's, breakdown.

See request breakdown from COA.

Mortgage/Rental/Eviction support: Cost - **\$60,000** one time set aside

Hold on defining this project until Outreach Coordinator position is defined,

Funds managed by the Community Wellness Coordinator for Mortgage and Rental assistance as managed by the Affordable Housing Trust during CaresAct funding, with eviction support added.

Harbor Sidewalk: Cost - **\$50,000** one time transfer

Motioned to be a project. Non-profit transfer. See email with plan from Squannacook

Funds transferred to Squannacook Greenways to support the new sidewalks at the Harbor traffic lights up to the Harbor Church.

Field behind Town Hall: Cost - **\$50,000** one time set aside (Shared Streets & Spaces, too?)

Hold on defining this project until LandUse Coordinator and Grant Administrator are hired.

To create a community space for a Farmer's Market and other outdoor events.

To create parking with a handicapped accessible walkway from Jefts St to the field.
See Shared Streets and Spaces rejected application

TEO support: Cost - \$12,000 one time set aside

Motioned to be project. This is a non-profit transfer to Townsend Ecumenical Outreach.
Funds to support the purchase and installation of a walk-in refrigerator at the TEO building.

Category 3 - Decreased Revenue:
Comcast Build-out at Vinton Pond

Project and Cost Estimates

Category 3 - total cost over life of funding: \$ 95,000

Project:

1. ***Unpaid Comcast bill for Vinton Pond build-out*** (bill is for about \$95,000)

Townsend shows Decreased Revenue of \$296,180 as of 1/5/2022 recalculation.
We will need to vote to use this Category to pay the Comcast Bill.

Category 4 - Infrastructure - Water, Sewer, Broadband:

- Comcast Build-out at Vinton Pond
- Greenville Rd Bridge
- Water Dept asks
- Broadband extension throughout town

Project and Cost Estimates

Category 4 - total cost over life of funding: \$ 945,858 (amount remaining)
with **\$502,000** committed
and **\$443,858** uncommitted

Project :

- **Broadband extension** in Town Hall and perhaps Town Common (\$100,000)
- **Water Treatment Plant** pre-planning and engineering (\$130,000)
- **Generators for wells** (\$220,000)
- **Greenville Rd Bridge**
- **Stormwater Management** (MS4 permit support) (\$52,000)

Broadband extension: Cost - **\$100,000** one time set aside
Motioned to be a project.
Funds to wire Town Hall/Great Hall completely.
Funds to provide wi-fi access for the community at the Town Common

Water Treatment Plant: Cost - **\$130,000** one time set aside (
Motioned to be a project.
Fund pre-planning (studies/engineering) needed to build the required Water Treatment Plan.

Generators at Cross St and Main St wells: Cost - **\$220,000**
Voted at the BOS meeting on 1-4-2022.

Greenville Rd Bridge: Cost -xxxxxxx one time set aside
Hold off until we see what the Federal infrastructure bill holds.
This project must support future water needs to be fundable with ARPA funds.

Stormwater Management: Cost - **\$52,000** one time set aside
Motioned as a project.
For groundwater recharge and public water supply health.
Public education: \$350 annually x 5 years = \$1750
Catch basin cleaning and street sweeping: \$10,000 annually x 5 years = \$50,000.

NOTE: Before committing further funds for water and roads that support water, the town needs to determine any allocation we are eligible under the Federal Infrastructure bill. Also, for water, the MVP grant program is being supplemented by the State ARPA funding bill, and we should consider applying through this program for water infrastructure designated in the Town's MVP Plan.

Greenville Rd Bridge

	Cost	Amount Expended	Funding Source	Constraints on Funds
Engineering - Planning	\$162,100.00	\$140,214.16	Acc#311-04-425-5895-2020-000 \$200,000.00	None
Construction Cost based on bid	\$1,291,032.60	0	Mass DOT. Small Municipal Bridge Improvements program Awarded \$500,000.00	Mass DOT contract / All work to be completed by Sept 30, 2022
Contingency	10% \$129,103.26	0	TBD	TBD
Engineering - Construction	\$78,663.00	0	TBD	TBD
Totals	\$1,660,898.86	\$140,214.16	\$700,000.00	TBD

