

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

Sue Lisio, Chairman

Cindy King, Vice-Chairman

Wayne Miller, Clerk

James M. Kreidler, Jr., Town Administrator (978) 597-1701

SELECTMEN'S MEETING MINUTES FOR JULY 31, 2018 - 6:00 P.M. SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES VOTES MAY BE TAKEN:
- 1.1 SL called the meeting to order at 6:00P.M.

Roll call vote showed 2 members present: Chairman Sue Lisio (SL) and Vice-Chairman Cindy King (CK) and absent Clerk, Wayne Miller (WM).

- 1.2 Pledge of Allegiance
- 1.3 Announce that the meeting is being tape recorded.
- 1.4 SL added 2.5 2.7 Appointment (s) and 2.8 West Townsend Fire Station Change Order to the agenda.
- 1.5 Public Comment (15 minutes)
 Resident John Page and Kelly Kelly addressed the Board with comments. Police Chief Richard Bailey reminded the Board of the event planned for August 7, 2018, National Police Night Out.
- II. APPOINTMENTS OF OFFICIALS/PERSONNEL VOTES MAY BE TAKEN:
- 2.1 CK moved to appoint Alisa M. Struthers to the Historic District Commission for a two (2) year term effective July 1, 2018 to June 30, 2020. SL seconded. Unanimous vote.
- 2.2 CK moved to appoint Amelia Gentry to the Conservation Commission effective July 31, 2018 to June 30, 2020. SL seconded. Unanimous vote.
- 2.3 CK moved to appoint William Martin as Constable for a 3-year term effective July 1, 2018 to June 30, 2021. SL seconded. Unanimous vote.
- 2.4 CK moved to appoint the following as Election Officials for the Town of Townsend for a one-year term effective September 1, 2018 to August 31, 2019:

WARDENS:	Paula Woodman	Betty Mae Tenney	Jane Stonefield
DEPUTY WARDENS:	Sharon LaCasse	Jessica Funaiole	Carol Wright
INSPECTORS:	Joyce Boyes	Linda Robichaud	Heidi Monroe
	Carole Mansfield-Buxto	n	Louise Thorpe
	Jan Swesson-Snapp	Clare Kauppi	Sandra Stevens
	Cheryl Simoneau	Mary Szurley	Andrea Wood
	Debra Stoll	Sandy Tuttle	Janet Vesper
	Karen Clement	Anne Foresman	Marie Barnaby
	Elaine Martin	Adam Ruuska	Eino Kauppi
	Barbara Wheeler	Donna Miller	Jane Jackson
	Darlene Coit	Helen Kezar	Peter Buxton

John Stonefield Michael Foster Susan Gerken Barbara Coburn Lindsay Morand Lisa Drew Pat Jemiolo Jerrilyn Bozicas Jean Bradley Brian Colby

SL seconded. Unanimous vote.

- 2.5 CK moved to appoint Kaila Temple as a per diem Paramedic to the Townsend Fire-EMS Department effective July 31, 2018 to June 30, 2019 contingent upon the passing of CORI check and medical exam with a one year probationary period. SL seconded. Unanimous vote.
- 2.6 CK moved to appoint Michael Meadows as an on-call Firefighter to the Townsend Fire-EMS Department effective July 31, 2018 to June 30, 2019 contingent upon the passing of a CORI check and medical exam with a one-year probationary period. SL seconded. Unanimous vote.
- 2.7 CK moved to appoint Brendon Lawrence as an on-call Firefighter to the Townsend Fire-EMS Department effective July 31, 2018 to June 30, 2019 contingent upon the passing of a CORI check and medical exam with a one-year probationary period. SL seconded. Unanimous vote.
- 2.8 Review/Approve Change Order #5 for the West Townsend Fire Station in the amount of \$11,091.23.

The Board reviewed the change order (please see attached). CK moved to approve Change Order #5 for the West Townsend Fire Station in the amount of \$11,091.23. SL seconded. Unanimous vote.

- III. MEETING BUSINESS VOTES MAY BE TAKEN:
- 3.1 Request from the Council on Aging re: a Transportation Administrator.

Town Administrator, James Kreidler explained the history of the position and the increase in job responsibilities and reporting. Karin Canfield-Moore, COA Director informed the Board; the LRTA supported the Admin duties incorporated into the new position. SL inquired if the position of Lead Van Driver would be eliminated from the classification plan. CK read an email from LRTA (see attached). Further review of the job description and future indicators of an aging population ensued. The Board agreed the position of Lead Van Driver would exist on the matrix but not be filled at this time. CK moved to approve the Transportation Administrator and Van Driver subject to classification and approval at the next meeting. SL seconded. Unanimous vote.

3.2 Requests from the Townsend Board of Water Commissioners.

The Board of Water Commissioners called their meeting to order and Mr. Rafuse, Water Superintendent informed SL he would be taping this portion of the meeting.

3.2.1 The Board reviewed the proposed contract – please see attached. CK moved to approve the contract for Paragon Bridge Works for ancillary fabricated items related to the construction of the bridge at the main street pump station in the amount of \$41,305.80. SL seconded. Unanimous vote.

3.2.2 Declaration of a vacancy for a part time office assistant;

Questions regarding the duties and responsibilities of the proposed position ensued. SL requested the Water Superintendent work with the Town Administrator for clarity of job duties and a revised job description with an accurate job title. CK reminded Mr. Rafuse this would be a new position

within the clerical union. SL informed the Commissioners this is a new position and would need to be classified and placed on the matrix. SL asked the Commissioners to come back to the Selectmen when job description and classification are complete.

3.2.3 Declaration of a vacancy for a full time water technician;

Discussion regarding the education, licensure, and requirements necessary for a Water Technician ensued. Mr. Rafuse explained to the Board the requirements of DEP in relation to an operator in training and the limitations imposed until certified.

CK moved to declare a vacancy for a full time Water Technician. SL seconded. SL voiced she was not convinced of the need for another full time Water Technician. Unanimous vote.

3.2.4 Payment for professional services rendered by for the Townsend Water Department as voted on and passed at the Annual Town Meeting in May 2018.

The Board agreed they would not comment on pending litigation, acknowledging the need for the pending litigation to be resolved before addressing any request for Special Counsel.

3.3 Discussion re: Public Safety Dispatching as currently established with NVRD and as is being considered as regional with Ashby and Pepperell.

Fire-EMS Chief, Mark Boynton gave the Board an update of the discussions regarding the possibility of regionalizing with Ashby & Pepperell. Chief Boynton explained there was a list of questions asked by the Director of Public Safety regarding such a proposal and that he answered the questions (please see attached). Chief Boynton stated he felt the memorandum as attached should be signed and submitted by the Board of Selectmen.

Chief Boynton submitted to the Board a back-up agreement with the town of Pepperell in the event of an emergency. The Board reviewed as attached.

CK moved to execute the response to the 911 Director, Frank Poznicki to answer questions regarding regionalization and to sign the letter outside of a meeting. SL seconded. Unanimous vote.

CK moved to enter into a Memorandum of Understanding with the town of Pepperell to provide backup dispatch and 911 call answering. SL seconded. Unanimous vote.

CK moved to form a Regional 911 Emergency Communications District Planning Committee be established and to appoint Deputy Chief Sartell, Captain Michael Grimley, and Fire-EMS Chief Mark Boynton. SL seconded. Unanimous vote.

3.4 Review/Discuss/Approve a request for the 14th annual Greg's Run road race to close off from the streets from the Townsend Congregational Church up Brookline Street, up Highland Street, up Wallace Hill Road, and then back to the Church from 0930-1230, for an event that lasts from 0900-1330.

CK moved to approve the request for the 14th annual Greg's Run road race to close off from the streets from the Townsend Congregational Church up Brookline Street, up Highland Street, up Wallace Hill Road, and then back to the Church from 9:30A.M. to 12:30P.M., for an event that

lasts from 9:00AM to -1:30P.M., contingent upon the date being confirmed and approved with the Public Safety Officials. SL seconded. Unanimous vote.

3.5 Review/Discuss/Approve a request to close Dudley Road to Barker Hill Road for a 5k road race on Saturday August 26, 2018 from 8:30A.M. to 10:00A.M., for NM Cares.

Clarification: August 26, 2018 is a Sunday, not a Saturday as printed on the agenda. CK moved to approve the request to close Dudley Road to Barker Hill Road for a 5k road race on Sunday August 26, 2018 from 8:30A.M. to 10:00A.M. for NM Cares. SL seconded. Unanimous vote. The request to use the restroom facilities will be coordinated with the Town Administrator and the Facilities Supervisor.

3.6 Review/Approve a Goods & Services Agreement/Contract for landscaping services. (enclosed)

The Board reviewed the agreement – please see attached. CK moved to approve the Goods & Services Agreement/Contract for landscaping services with Shepco Inc. SL seconded. Unanimous vote.

- 3.7 CK moved to approve the Chapter 90 Reimbursement in the amount of \$218,132.92 for reclamation and resurfacing of Old Turnpike Road. SL seconded. Unanimous vote.
- 3.8 CK moved to approve the Chapter 90 Reimbursement in the amount of \$157,673.00 for reclamation and resurfacing of Old South Row Road. SL seconded. Unanimous vote.
- 3.9 Review/Discuss unregistered vehicles on Wallace Hill Road and South Street.

SL read the unregistered bylaw into the record (please see attached). SL stated she would go to the property along with the Police Chief and hand deliver a copy of the Bylaw along with another request to produce registrations or remove the vehicles.

SL called for a 5 minute recess at 7:44P.M.

- 3.10 CK moved to approve and sign the warrant for the 2018 State Primary to be held on September 4, 2018. SL seconded. Unanimous vote.
- 3.11 CK moved to review and sign the Selectmen's Liaison Policy #3-2018. SL seconded. Unanimous vote.
- 3.12 Review/Discuss setting of the date for interviews and Board questions for the interviews.

The Board agreed to schedule the interviews for Town Counsel on September 11th & 25th. Regular meeting to remain on September 18th, recognizing September 4th is the day after Labor Day, the Board preferred to not meet that week. Mr. Kreidler to forward draft questions to the Board members for the interview process.

3.13 Review draft mission statement and appointment process for the American Flag Committee.

Mr. Kreidler presented the Board with a draft mission and appointment process document - please see attached. SL requested the Flag Committee be invited to a Selectmen's meeting for further discussion.

3.14 Discuss status of filling the appointments to the Charter Review Committee.

Moderator Appointments (3)-

Jane Jackson

Nancy Rapoza

John Page

Selectmen Appointment (1)-

Planning Board Appointment (1)-

Kelly Kelly (pending)

Council on Aging (1)-

Library Trustees (1)-

Finance Committee (2)-

CK moved to appoint SL as the Selectmen's Representative to the Charter Review Committee. SL seconded. Unanimous vote. SL requested any other volunteer response forms be sent to the Finance Committee.

- 3.15 CK moved to approve and sign the Use of Legal Counsel Policy #4-2018. SL seconded. Unanimous vote.
- 3.16 Review/Discuss/Vote re: Chapter 61C first right of refusal for a parcel of land on Scales Lane.

Mr. Kreidler explained the process on the first right of refusal for the parcel on Scales Lane, relaying a referral was sent to the different land use boards. CK moved to not exercise our first right of refusal of a parcel of land on Scales Lane, Townsend Assessors Map 18, Block 65. SL seconded. Unanimous vote.

- IV. WORK SESSION VOTES MAY BE TAKEN:
- 4.1 Town Administrator updates and reports.

Mr. Kreidler reviewed the attached updates as incorporated into the July 31, 2018 minutes.

4.2 Board of Selectmen announcements, updates, and reports.

CK read an announcement for the upcoming band concert - please see attached.

- 4.3 Board Correspondence.
- 4.4 SL moved to approve and release the executive session minutes for July 18, 2018. CK seconded. CK (abstained) SL (YES).
- 4.5 CK moved to approve and sign the payroll and bills payable warrants outside of the meeting. SL seconded. Unanimous vote.
- V: EXECUTIVE SESSION VOTES MAY BE TAKEN:

CK moved to enter into executive session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares, AFSCME Council 93 Clerical Union, Supervisory Union, Police Union, Highway-Water Union and to adjourn directly from executive session. The Chair declared as above. SL seconded. Roll call vote SL (YES) & CK (YES).

Respectfully submitted by,		
Carolyn Smart, Executive Assistant		



Board of Registrars Town of Townsend 272 Main Street Townsend, MA 01469

Mary Jane O'Hara

Office: (978) 597-1704

Claire Devine

Catherine Thrasher

Kathleen M. Spofford, ex-officio

Fax:

(978) 597-8135

DATE:

July 19, 2018

TO:

Board of Selectmen

RE:

Appointment of Election Officials

Please appoint the following as Election Officials for the Town of Townsend by August 15, 2018.

Wardens:

Paula Woodman, Betty Mae Tenney, Jane Stonefield

Deputy Wardens:

Sharon LaCasse, Jessica Funaiole, Carol Wright

Inspectors:

Joyce Boyes, Linda Robichaud, Carole Mansfield-Buxton, Jan Wesson-Snapp, Louise Thorpe, Heidi Munroe, Clare Kauppi, Sandra Stevens, Cheryl Simoneau, Mary Szurley, Andrea Wood, Debra Stoll, Sandy Tuttle, Karen Clement, Anne Foresman, Marie Barnaby, Janet Vesper, Elaine Martin, Adam Ruuska, Eino Kauppi, Janet Vesper, Barbara Wheeler, Donna Miller, Jane Jackson, Darlene Coit, Helen Kezar, Peter Buxton, John Stonefield, Lindsay Morand, Jerrilyn Bozicas, Michael Foster, Lisa Drew, Jean Bradley, Susan Gerken, Pat Jemiolo, Barbara Coburn and Brian Colby.

The Council on Aging and Townsend Senior Center request the support of the Board of Selectmen in the creation of a new position for the RoadRunner van service. Our current Lead Van Driver, Donna Howard, has been working in the office every Thursday for the past year in an administrative capacity and we have found this to be an asset to our transportation team and the coordination of scheduling. Therefore, we would like to add the title of Transportation Administrator to the Lead Van Driver job description at the Senior Center. In addition to her experience of over 15 years on the job, she recently received certification in Organizing and Managing Senior Transportation Options from UMASS Boston.

Attached you will find a proposed job description and an email expressing the support of the LRTA (Lowell Regional Transit Authority). They are aware there will be an increase in pay and are prepared to support it in their budget.

COUNCIL ON AGING TRANSPORTATION ADMINISTRATOR AND LEAD VAN DRIVER

Position Purpose:

Responsible for administration and coordination of transportation services associated with the Town's elderly and disabled residents; duties involving the vehicle transport and assistance of the Town's elderly and disabled residents; all other related work as required.

Supervision:

Works under the general supervision of the Council on Aging (CoA) Director.

Job Environment:

Administrative work is generally performed in an office environment.

Lead Van Driver work is generally performed outdoors, in and around the van, with exposure to weather conditions and the general hazards associated with driving.

Operates a van, cell phone, computer, general office equipment and dispatching equipment.

Makes constant contact with local residents.

Errors could result in considerable confusion and delay of service; poor judgment in driving could result in injury to persons and property.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types 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.)

Performs routine but responsible duties which involves scheduling, coordination, and maintaining all records for transportation services provided in addition to the exercise of caution and safety when driving clients to and from various locations. These include:

- Driving of Council on Aging Transport Van
- Providing superior quality customer service to ensure that each person who requests to use our service is treated with dignity, respect and patience
- Assisting clients in getting to and from various destinations, such as banks, stores, medical
 offices, etc.; reports any special situations to the CoA director
- Assisting clients using wheelchairs, walkers, and canes to and from van and other destinations
- Assisting passengers as needed
- Assisting with packages as needed

- Observing disembarking passengers, changes in passengers, and reporting concerns to the CoA director
- Collecting donations as applicable and submit to the director
- Performing delivery duties for the CoA as needed
- Utilizing mobile communication systems
- Checking vehicle interior and exterior; fluids and under hood; tracking mileage
- Inspecting, locking, and securing vehicle at end of each day
- Maintaining van including fueling; checking oil; washing exterior, cleaning interior-walls, seats, floors, windows, dash board; reporting needed repairs to supervisor
- Reporting any deficiencies/problems to CoA director
- Bringing the van to LRTA for regular maintenance and/or mechanical problems
- Performing dispatching; reviewing daily schedule, set-up and pick-up and drop-off times
- Assessing time needed at appointment or location; assessing time and distance
- Producing accurate, efficient coordinated schedules
- Confirming rides requested by customers via phone within a specified timeline
- Maintaining appropriate records, compiles data and issues reports
- Developing and maintaining files and records specifically related to trips for medical appointments and to medical facilities
- Registering new customers
- Overseeing training and schedules for other drivers
- Participating in required training programs
- Adhering to the transportation policy of the Townsend Council on Aging
- Performing similar or related work as required.

Recommended Minimum Qualifications:

Education, Training and Experience:

High school graduate or equivalent; experience operating a vehicle required; two to three years of customer service, scheduling, dispatching and/or general coordinating duties for a public transportation program; experience with high level of public contact in transportation, social or health services; experience working with senior citizens preferred; or an equivalent combination of education and experience.

Special Requirements:

- Possession of a valid Massachusetts driver's license and DOT medical card
- CPR and first aid training
- CORI check
- Training in wheelchair securement, defensive driving, ADA transport, and passenger assistance.

Knowledge, Ability and Skill:

- General knowledge of the layout of the town.
- Possession of a good driving record and skill in driving a vehicle.
- Ability to interact with senior citizens and disabled citizens in a positive and sensitive manner.
- Ability to understand and follow oral and written instructions.
- Basic computer skills in data entry and spreadsheets; simple word processing.
- Skill in dispatching.
- Ability to maintain and respect the confidentiality of elderly clients.
- Organizational skills.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Able to operate motor vehicle. Capable of conveying information to elderly citizens who have inquiries about programs. Tasks require the ability to exert very moderate physical effort in light work, typically involving moving/transporting objects and materials of moderate weight (10-20 pounds) May be required to lift bags/bundles weighing up to 30 pounds and to carry a reasonable quantity of materials from place to place. Regularly required to ascend/descend stairs, and sit for extended periods of time in a moving vehicle. Bends and stretches to reach low and high. Secures wheelchairs.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)

Karin Canfield Moore

From:

Chris Curry <ccurry@nmcog.org> Friday, April 27, 2018 11:45 AM

Sent: To:

Karin Canfield Moore

Cc:

Chris Curry

Subject:

Transportation Administrator Proposal

Good Orning Karin,

The Levell Regional Transit Authority has reviewed and supports the Townsend COA Trans, retation Administrator proposal.

Each year, the State and Federal governments require greater and greater detail of both vehicle and ridership data, as well as operational training and driver oversight. The Transportation Administrator position will help with these increased reporting requirements.

After reviewing the proposal, the LRTA supports the effort to create the Transportation Administrator position and look forward to working with Ms. Howard in this new capacity.

Sincerely,

Christopher R Curry
NMCOG / LRTA Transit Program Manager
40 Church Street, Lowell, MA 01852
Mon, Wed & Fri
(978)454-8021 ext. 119
Tues & Thurs
(978)452-6161 ext. 219

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TOWNSEND FIRE-EMS DEPARTMENT

Proudly serving the citizens of Townsend since 1875

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Mark R. Boynton Chief of Department

PO Box 530 – 13 Elm St. Townsend, MA 01469

Headquarters: 978-597-8150

Fax: 978-300-5786

MEMORANDUM

To:

James Kreidler, Town Administrator

From:

Mark R. Boynton, Fire - EMS Chief MRB

Subject:

Ashby, Pepperell, Townsend Regional Dispatch, Planning Committee and formal

Backup agreement with Pepperell Communications.

Date:

July 26, 2018

On behalf of the Fire-EMS Department and in agreement with the Police Chief and Deputy Police Chief we respectfully request the Board of Selectmen consider the following;

- Please consider the attached letter composed by the Police and Fire Officials as a response to 911 Director Frank Pozniak questions regarding regionalization.
- In the event our current emergency dispatch provider (NVRDD) fails it is critical we have a backup plan and agreement in place. For this reason please consider entering into a Memorandum of Understanding with the Town of Pepperell to provide backup dispatch and 911 call answering. (see attached)
- Mass General Law Chapter 6A (attached) outlines the process to form Regional Emergency
 Communications Centers. We respectfully request a Regional 911 Emergency
 Communications District Planning Committee be appointed consisting of three officials from
 Townsend to work with Ashby and Pepperell Committee members. This committee will
 explore and pursue regionalization of Ashby, Pepperell and Townsend emergency
 Communications. We recommend Deputy Chief Sartell, Captain Grimley and myself be
 appointed.

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MGL Chapter 6A

Section 180: Regional 911 emergency communication district; planning committee

Section 18O. (a) As used in sections 18O to 18V, inclusive, the term "regional 911 emergency communication center" shall mean a facility housing or otherwise supporting a regional emergency communication center or a regional PSAP, as those terms are defined in section 18A, if the regional 911 emergency communication center is approved by the state 911 department.

- (b) Two or more municipalities, by approval of the chief executive officer of a city or by vote of a board of selectmen or town council, may create a regional 911 emergency communication district planning committee, hereinafter called the district planning committee, consisting of 3 unpaid persons to be appointed by the mayor in each participating city and by the chairman of the board of selectmen or town council in each participating town.
- (c) The district planning committee shall study the feasibility of establishing and constructing a regional 911 emergency communication district and propose the district's organization, governance structure, operation, location, estimate of construction or siting and operating costs, maintenance and methods of financing. Each municipality comprising the district planning committee may appropriate sums to compensate the committee's expenses. The district planning committee may expend any sums so appropriated and may employ any expert assistance as it considers necessary to carry out sections 180 to 18V, inclusive. The district planning committee may apply for, accept and expend, without appropriation, grants or gifts of funds from the federal government, the commonwealth or any other source.

Section 18P: Regional 911 emergency communication district; proposals to establish centers; purposes; contents; reports

Section 18P. (a) If the regional 911 emergency communication district planning committee recommends the establishment of a regional 911 emergency communication district, it shall propose a written district agreement to establish, construct or site, equip, administer, operate and maintain a regional 911 emergency communication center.

- (b) The proposed district agreement shall include, but not be limited to, terms and conditions to achieve the following purposes:
- (1) providing the district's conditions of membership and financial terms;
- (2) identifying construction or siting and operating costs of the center;
- (3) establishing a regional 911 emergency communication district board to oversee the construction or siting, administration, operation and finance of the center and provide the board with the powers, duties and liabilities of a regional 911 emergency communication district, which powers shall be vested in and exercised by the district board established under the agreement;
- (4) establishing any subcommittees necessary for the administration of the center;
- (5) preparing and adopting an annual operating budget;
- (6) establishing a procedure to invite and include additional municipalities into the district:
- (7) determining a process to amend the district agreement;
- (8) identifying the terms and procedure by which a municipality may withdraw from the district; and

- (9) including any additional provisions the district planning committee considers necessary for the administration and operation of the center.
- (c) A proposed district agreement shall provide, but need not be limited to, the following provisions:
- (1) the number, selection process and length of terms of office of the district board members;
- (2) selection of a chair by ballot from the district board's membership;
- (3) appointment by the district board of a district secretary and treasurer, who may be the same person, and the designation, if any, of 1 or more of its members to approve payrolls or bills for salary or compensation of district board members or employees; provided, however, that the members approving such payroll or bill shall make available to the board at its next meeting the record of that action:
- (4) powers and duties of the treasurer, including the power to receive and take charge of all money belonging to the district; provided, however, that the treasurer shall pay any bill of the district which shall have been approved by the district board; provided, further, that the treasurer shall be subject to sections 35, 52 and 109A of chapter 41;
- (5) compensation of the treasurer for services rendered in the course of duty as may be granted by vote of the district planning committee; and
- (6) approval of fiscal matters as described in subsections (g) and (h) of section 18R by a finance advisory subcommittee, including approval of an annual operating budget as described in subsection (e); provided, however, that the finance advisory subcommittee shall consist of the chief executive officer or chief executive financial officer of member cities, as designated by each city's chief executive officer, and the town administrator, town manager or chief financial officer for member towns, as designated by each town's chief executive officer and that no member of the finance advisory subcommittee shall also serve on any other board or subcommittee established under this section.
- (d) The district planning committee shall forward a report of its findings, recommendations and proposed district agreement, if any, to the city council and the board of selectmen or town council of the committee's participating municipalities and to the state 911 department.
- (e) Nothing in sections 18O to 18V, inclusive, shall prohibit any governmental body from participating in studying, establishing, administering or serving as a full or ex-officio member of a regional 911 emergency communication district planning committee or a regional 911 emergency communication district, its board or any subcommittees thereof.

Section 18Q: Regional 911 emergency communication district; vote on establishment

Section 18Q. If a district planning committee recommends that a regional 911 emergency communication district be established, the city councils or the boards of selectmen or town councils of member municipalities shall vote on whether to accept the proposed district agreement. For each council or board, the following question to be voted on shall be as follows:-- "Shall the municipality accept the provisions of sections 18O to 18V, inclusive, of chapter 6A of the General Laws providing for the establishment of a regional 911 emergency communication district, together with the cities of and the towns of , and the construction or siting, administration, operation and maintenance of a regional 911 emergency communication center by the district under the provisions of the proposed district agreement filed with the city council, board of selectmen or town council?"

If a majority of the members of each city council, board of selectmen or town council voting on the question vote in the affirmative, the proposed regional 911 emergency communication district shall be established under the terms of the proposed district agreement.

Section 18R: Regional 911 emergency communication district; powers

Section 18R. A regional 911 emergency communication district, established under section 18Q, shall be a public employer and body politic and corporate with the power to:

- (a) adopt a name and a corporate seal and the engraved or printed facsimile of such seal appearing on a bond or note of the district shall have the same legal effect as a seal would have if it were impressed thereon;
- (b) construct or site, equip, administer, operate and maintain a regional 911 emergency communication center for the benefit of the district's member municipalities;
- (c) purchase or lease land or building space for the district;
- (d) employ an executive director, who shall possess the education, training and experience to perform the duties required of the position and such other employees as it considers necessary to operate the district and to establish the duties, compensation, benefits and other terms and conditions of employment of additional personnel;
- (e) adopt an annual operating budget that shall be approved by the finance advisory subcommittee;
- (f) enter into any contracts and agreements necessary for the exercise of the district's powers and functions, including contracts and agreements to purchase equipment, buildings, supplies, materials and services; provided, however, that the district may enter into contracts and agreements for 911 emergency services with non-member municipalities and governmental bodies and other persons or entities;
- (g) incur debt for a term not exceeding 25 years to acquire land, buildings and equipment to construct or site and maintain a regional 911 emergency communication center; provided, however, that written notice of the amount of the debt and of the general purposes for which it would be authorized shall first be given by the district board to the finance advisory subcommittee for approval, which shall require a majority vote. The finance advisory subcommittee shall vote on the proposed debt within 14 days of receiving notice. If the finance advisory subcommittee approves the debt, the debt may be authorized by the district board and written notice of the amount of the debt and of its general purposes shall be given to the city council and to the board of selectmen or town council of each member municipality not later than 7 days after the date on which the debt was authorized by the district board. No debt shall be incurred until the expiration of 60 days from the date the debt was authorized by the district board. If, prior to the expiration period, the city council or the board of selectmen or town council of any member municipality votes to disapprove of the amount authorized by the district board, the debt shall not be incurred;
- (h) issue bonds and notes in the name and upon the full faith and credit of the district; provided, however, that written notice of the amount of the bonds or notes and of the general purposes for which they would be authorized shall be provided to the finance advisory subcommittee for approval, which shall require a majority vote; provided, further, that if the finance advisory subcommittee votes to approve the bonds or notes, the bonds or notes shall be signed by the chairman and the treasurer of the district board; provided, further, that the chairman, by a writing bearing the chairman's written signature and filed in the office of the treasurer which writing shall be open to public inspection, may authorize the treasurer to cause to be engraved or printed on bonds or notes a facsimile of such chairman's signature, and such facsimile signature so engraved or printed shall have the same validity and effect as the chairman's written signature. Each issue of bonds or notes shall be a separate loan;

- (i) sue and be sued, only to the same extent and upon the same conditions that a municipality may be sued;
- (j) receive and disburse funds for any district purpose;
- (k) incur short-term debt in anticipation of revenue to be received from member municipalities;
- (I) assess member municipalities for any district expenses;
- (m) apply for and receive any grants or gifts for the district purposes;
- (n) engage legal counsel; and
- (o) submit an annual report to each member municipality, which report shall contain a detailed financial statement and a statement showing the method by which the annual charges assessed against each municipality were computed.

Section 18S: Regional 911 emergency communication district; annual budget; apportionment among member municipalities

Section 18S. The regional 911 emergency communication district board shall annually determine the necessary amounts to maintain and operate the district during the ensuing fiscal year and the amounts required to pay any debt and interest incurred by the district. The district board shall apportion the amount so determined among the member municipalities under the terms of the district agreement. The amounts apportioned for each member municipality shall be certified by the district treasurer to the chief executive officers, board of assessors and treasurers of the participating municipalities not later than February 1, annually, and the amounts so certified shall be appropriated and paid to the district treasurer at the times specified in the district agreement. If any participating municipality fails to include any apportioned amount so certified in its appropriations for the fiscal year, the board of assessors shall raise the amount in the tax levy of that year under section 23 of chapter 59.

Section 18T: Regional 911 emergency communication district; duties of board; records; financial statements; annual report; audits

Section 18T. The regional 911 emergency communication district board shall maintain accurate and comprehensive records of services performed, costs incurred and reimbursements and contributions received. The district board shall issue quarterly and annual financial statements to all member municipalities and to the finance advisory subcommittee. The annual report shall include the center's maintenance and operating budget, including the amounts assessed to each member municipality, and any debt and interest incurred by the district under section 18R. The district board shall perform regular audits of the accounts of the records of the district. Upon the completion of each audit, the district board shall forward a copy of the audit to the mayor, the chairman of the board of selectmen or town council of each member municipality, the finance advisory subcommittee, the state auditor, the state 911 department and the division of local services.

Section 18U: Regional 911 emergency communication district; applicability of certain provisions within chapter 44

Section 18U. Sections 16 to 28, inclusive, of chapter 44 shall apply to regional 911 emergency communication districts. Section 16 of said chapter 44, relative to the countersigning of bonds and notes, and section 24 of said chapter 44, relative to the countersigning and approval of notes and the certificates of the clerk relating thereto, shall not apply to regional 911 emergency

communication districts. Any debt incurred by a regional 911 emergency communication district shall not be subject to the limit of indebtedness prescribed in section 10 of said chapter 44.

Section 18V: Regional 911 emergency communication district; provisions for sale, lease or license of facility, building and land

Section 18V. A district agreement established under section 18Q or any amendment to the district agreement may contain provisions authorizing any member municipality to sell, lease or license to the regional 911 emergency communication district any facility, building and any land appurtenant thereto or used in connection therewith or any other property useful for the purposes of the district. Notwithstanding section 3 of chapter 40 or any other general or special law to the contrary, any member municipality may authorize a sale, lease or license. For a sale, the terms and time of payment and the method by which the municipalities other than the selling municipality shall be assessed for payment shall be established in the district agreement or amendment; provided, however, that in no case shall payments be made which shall exceed 25 years. For a lease or license, the terms and time of payment and assessment shall be established in the district agreement or amendment. The term of a lease or license shall not exceed 25 years and may contain provisions for the extension of the lease or license for an additional term not to exceed 25 years at the option of the regional 911 emergency communication district board.



TOWN OF PEPPERELL COMMUNICATIONS DEPARTMENT

59 Main Street, P.O. Box 259 Pepperell, MA 01463 (978) 433-2737

7/25/2018
Memorandum of Understanding
Between the Towns of Pepperell and Townsend

PURPOSE:

This Memorandum of Understanding summarizes a cooperative agreement between the Towns of Pepperell and Townsend, regarding backup Public Safety Dispatch services in the event of an emergency.

PARTIES:

The Pepperell Communications Department is a 911 Call Center that serves the Town of Pepperell, and is located at the Public Safety Building at 59 Main Street, Pepperell MA. The Center is run by a Communications Director who reports directly to the Town Administrator, and is staffed by five full-time dispatchers, and two per-diem dispatchers.

The Town of Townsend Fire-EMS and Police Departments provide both emergency and nonemergency Fire-EMS and Police services to the residents of Townsend MA. Both departments are run by a Chief that report to the Town Administrator.

AGREEMENT:

The Nashoba Valley Regional Dispatch District (NVRDD) located in Devens, MA. currently provides 911 Dispatch services for the Town of Townsend. In the event Townsend public safety officials determine NVRDD is failing to provide reliable and adequate services or if requested by NVRDD Pepperell Communications will take over dispatch services for Townsend. Pepperell Communications will then take over responsibility for dispatching Fire-EMS and Police resources. This will not include 911 call taking. NVRDD will continue to answer 911 calls and forward the information to Pepperell Communications for Dispatching.

Pepperell Communication will also serve as the Public Safety Answering Point backup for Townsend. If at any point NVRDD is unable to answer 911 calls Townsend calls will be forwarded to Pepperell communications until Townsend and State 911 Officials agree NVRDD has returned to a state capable of adequately answering and responding to 911 calls.

For this reason Townsend will cover the cost to install two-way radios in Pepperell that are dedicated to the Townsend Police and Fire Departments; this will give Pepperell Communications

the ability to communicate directly with Townsend Fire and Police Units, and also to tone out the Fire Department to emergency calls.

DURATION OR TERM OF THE MOU:

The MOU is at-will and may be modified or terminated with the mutual consent of the authorized individuals from Pepperell Communications, and Townsend Fire and Police.

Communications Director	Date
Communications Director	Date
Police Chief	Date
Fire Chief	Date
Pepperell Town Administrator	Date
1 opporous 10 will accommend	
Townsend Town Administrator	Date



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

Sue Lisio, Chairman

Cindy King, Vice-Chairman

Wayne Miller, Clerk

James M. Kreidler, Jr., Town Administrator Office (978) 597-1700

Fax (978) 597-1719

Director Pozniak

Below are the answers to the questions you emailed to Fire-EMS Chief Mark Boynton after receiving the May 22 letter from Towns Administrator Kreidler.

 It is our understanding that Townsend has a mutual aid agreement in place with Lunenburg, a town which borders Townsend and like Townsend is a member of the NVRDD. Please confirm that this understanding is correct. If correct, please describe the terms of the agreement.

Townsend does not have a mutual aid agreement specifically with the Lunenburg. For Fire mutual aid we are members of District 6 which are Middlesex County Towns such as we are and District 8 which are Worcester County Towns including the Town of Lunenburg. Lunenburg is the only Massachusetts Town we border that is part of Worcester County. Townsend border's 6 Towns the majority of those towns are in Middlesex County including Ashby, Shirley, Groton and Pepperell. As a member of these districts there are agreements in place, the terms of these agreements have no bearing on who we are dispatched by.

For EMS we do have formal agreements for advanced life support intercept services (ALS) with individual towns including Lunenburg, Groton, Pepperell and Ashby. We are the only ALS department dispatched by NVRDD and frequently provide intercept to all four towns. They are billed for this service based on the terms of the agreement. Again who we are dispatched by has no bearing on these agreements.

Police mutual aid is similar to fire, locally there are formal agreements which have no bearing on who we are dispatched by. For major events that require SWAT Townsend is a member of NEMLEC which the majority of the towns we border belong to. Lunenburg and the majority of the towns dispatched by NVRDD are part of SEMLEC.

2. Assuming that there is a mutual aid agreement with Lunenburg, how would the formation of the proposed Pepperell, Ashby, and Townsend RECC (proposed RECC) impact that mutual aid agreement. If it does impact that agreement, please explain how the proposed RECC would be better for public safety reasons than what is already in place given that impact. If it does not impact the mutual aid agreement, please explain why it is better for public safety reasons for Townsend to be in the proposed RECC than to remain in the NVRDD.

As indicated above forming a new RECC for Ashby, Pepperell and Townsend would streamline all forms of mutual aid as we share borders, a regional school, reside in the same county, share

the East/West route 119, frequently work together and belong to the same mutual aid organization. The amount of time and frequency we work with Ashby and Pepperell outweighs the time and frequency we work with Lunenburg.

We also intend to operate much differently than NVRDD in a number of ways including utilizing a primary police and a primary fire frequency for dispatching in all three towns. This will enable all three towns to be aware of what is going on in neighboring owns reducing dispatch and response times.

Townsend joining NVRDD has had a negative impact on mutual aid and advanced life support provided to all our neighboring towns. Starting with Lunenburg we were promised when we joined that calls to Lunenburg would be dispatched to both communities simultaneously reducing the dispatch time. This has not been the case, NVRDD has not been unable to do this. Occasionally the tones are put out on the wrong frequency resulting in no alerting or pager activation creating confusion and delays. There has been no advantage to being dispatched by NVRDD on several occasions it has been worse. Second we have experienced significant delays providing mutual aid to the Town of Pepperell. On multiple occasions (including a cardiac arrest) Pepperell dispatch called NVRDD over the phone for mutual aid. Four minutes passed before NVRDD dispatched Townsend for the call. After witnessing these delays Pepperell created an internal policy to call NVRDD over the radio on the Townsend frequency to request assistance. This way we hear the call and respond immediately despite delays at NVRDD.

Lastly an Ashby, Townsend, Pepperell RECC would be better because we have been experiencing challenges and instability with NVRDD since we signed on with them. These range from delays in being dispatched, being dispatched to the wrong address, addresses that do not exist in Townsend and streets that do not intersect. Agreement challenges, the agreement we signed is not the same agreement the others signed, NVRDD is not compliant with the agreement and is essentially in breach of contract. The agreement and MGL chapter 6A mandate a finance committee be in place for financial oversite. Audits will be conducted annually, and quarterly financial statements to be provided to the member towns. As of this writing there is no finance committee, not one audit has been completed since the inception of NVRDD seven years ago. Over the past 20 months we have not received a single financial statement. Shortly after we signed we discovered the Operations board and Administration boards had not met in over six months and the organization owed vendors in excess of \$640,000 going back two years. Claiming a money flow issue \$210,000 was borrowed from Mass Development. At our June Administration board meeting the director was concerned about having sufficient funds to make the final payroll of the year and there were no funds available to make a payment to Mass Development towards the money that was borrowed. If this was simply a cash flow issue waiting for reimbursement from the state then where did the money go. Nobody knows because there is no general ledger, no book keeping, no finance committee and no audits.

Furthermore when we signed it was agreed staffing in the center would increase to compensate for the significant increase in call volume. Staffing was to increase from 10 to 14 full-time dispatchers to dispatch 7 towns, 14 agencies all on their own frequencies. Since we joined less than two years ago half of the dispatchers have resigned including the director. NVRDD has been unable to hire and retain personnel to fill the new positions, vacant positions or reach full staffing. All dispatchers have been working double shift for several months averaging 80+hours per week. Two weeks ago a new experience dispatcher quit after the first day, another full-time employee gave a three week notice and the Deputy Director has given her notice.

Staffing is currently at 9 full-time employees including a supervisor who is out on medical leave and unlikely to return. In other words NVRDD currently has 8 dispatchers nearly 50% of what is funded and less dispatchers than before Townsend joined. We are also aware of at least two other employees who are actively searching for employment elsewhere.

We are afraid NVRDD is on the brink of failure and the backup plan is inadequate. As you know NVRDD fail over is Rutland Communication Center. Rutland does not have the capabilities to communicate with Townsend resources in the field. For this reason Townsend and Pepperell Officials are scrambling to put together a contingency plan for Pepperell to be the backup for Townsend. Pepperell currently has the ability to communicate with Townsend resources in the field. For a cost incurred by Townsend we are interring into a formal agreement with Pepperell we are paying to install the equipment they need in order to activate our pagers and alerting systems. Once in place we will be requesting in an event of a failure at NVRDD Townsend 911 calls be answered in Pepperell.

3. The first sentence on the top of page 2 of the May 22nd letter states "Currently a major incident at the high school would require the involvement of three separate dispatch centers to coordinate the response of emergency agencies." Please clarify what this sentence means. What three separate dispatch centers are being referred to given that, depending on type of major incident, Federal agencies and/or the Massachusetts State Police likely would be coordinating the emergency response. Please explain how responding to a major incident at the high school would be better for public safety reasons with Townsend being a part of the proposed RECC than if it remained in the NVRDD.

Currently events at the high school start with confusion. The school phone system is tied to the SAU office in Pepperell so frequently 911 calls from the school go to Pepperell Communications center. Pepperell then has to call NVRDD to dispatch Townsend creating a delay. Cellular calls from the school go to NVRDD creating additional confusion as two dispatch centers are receiving calls for the same event.

Events that require a response greater than Townsend units then require NVRDD to call Pepperell and Ashby dispatch centers by phone, relay the information so their communication center can then dispatch their units. These are the three dispatch centers referred to in the May 22 letter. Next would be dispatching Lunenburg and NEMLEC which involves calling the communication center for NEMLEC. If the event requires ALS beyond the capabilities of Townsend and Pepperell Ayer Communication center would be called and possibly Shirley.

You are correct in assuming the State Police would coordinate the response. Also appropriate to assume the State wide mobilization plan would be used for Fire Response this is done by Fitchburg Fire in our region and CEMED would be used to coordinate mass casualty response. It is unlikely these agencies would be involved in the initial response. If you add up the number of communications centers involved you will see a total of nine. Nine points of failure, nine points of delay and mass confusion.

An Ashby, Pepperell, Townsend RECC would not eliminate all the confusion but it would eliminate the initial confusion. We are all aware lives are saved based on the response and actions taken in the first 10 minutes.

4. Please provide a list of equipment that would be necessary to start-up the proposed RECC, and provide a cost estimate of those capital expenditures.

All the details of an Ashby, Townsend, and Pepperell RECC have not been worked out. The three communities are in agreement forming a RECC is in the public safety best interest. All are in agreement Pepperell existing PSAP Communication center would serve as the initial RECC. We are waiting for initial approval from you to move forward with the planning process as outlined in M.G.L. 6A. and the details will become much clearer. Initial start-up could be as simple as agreeing to common radio frequencies and reprograming radios and pagers in all three communities to this frequency. Moving PSAP lines for Ashby and Townsend to Pepperell and allowing Townsend IMC licenses funded by state grant funds to be moved to Pepperell.

There have been some preliminary discussions about renovating the Pepperell Communications Center or building a new center with funds from an anonymous donor at no cost to the towns or the state. All agree this would be a long term plan, centrally located and implemented 2-3 years from now.

What we do know at this point is Townsend funded and installed all new radio system one year ago replacing all equipment on two transmit and receive sites. Townsend has \$150,000 in the current budget to replace portable radios. Townsend also has \$65,000 to invest in radio systems that could be used joining Pepperell. Pepperell is currently investing \$142,000 to replace the dispatch console.

Ashby is currently dispatching themselves from two sites. The system is operational but in need of upgrades or replacement relatively soon. Pepperell operates from a single site that is operational and working well. One of the task of the planning committee is to evaluate the radio systems for all three towns and decide how to move forward as a region.

Townsend and Pepperell are currently using IMC CAD and RMS software so there would be little or no data conversion cost. Ashby Fire is currently reporting MFIRS using paper reports, there would be no data conversion cost. Getting them on IMC would be a cost however it would streamline their reporting to the state. Ashby PD is using Pamet Software that could be converted or remain a standalone historical database with a new IMC database starting from scratch.

5. Please provide an estimate of the annual operational costs of the proposed RECC.

Again very preliminary but all agree a regional center, properly staffed, providing services for the three communities for less than one million dollars per year seem reasonable. The goal is to staff the center with a minimum of two dispatchers 24/7 to meet the demands and comply with NFPA and ISO Standards and comply with FLSA Laws.

Sue Lizio – Chairman	Date	
Cindy King – Vice Chairman	Date	
	Date	

MGL Chapter 6A

Section 180: Regional 911 emergency communication district; planning committee

Section 18O. (a) As used in sections 18O to 18V, inclusive, the term "regional 911 emergency communication center" shall mean a facility housing or otherwise supporting a regional emergency communication center or a regional PSAP, as those terms are defined in section 18A, if the regional 911 emergency communication center is approved by the state 911 department.

- (b) Two or more municipalities, by approval of the chief executive officer of a city or by vote of a board of selectmen or town council, may create a regional 911 emergency communication district planning committee, hereinafter called the district planning committee, consisting of 3 unpaid persons to be appointed by the mayor in each participating city and by the chairman of the board of selectmen or town council in each participating town.
- (c) The district planning committee shall study the feasibility of establishing and constructing a regional 911 emergency communication district and propose the district's organization, governance structure, operation, location, estimate of construction or siting and operating costs, maintenance and methods of financing. Each municipality comprising the district planning committee may appropriate sums to compensate the committee's expenses. The district planning committee may expend any sums so appropriated and may employ any expert assistance as it considers necessary to carry out sections 180 to 18V, inclusive. The district planning committee may apply for, accept and expend, without appropriation, grants or gifts of funds from the federal government, the commonwealth or any other source.

Section 18P: Regional 911 emergency communication district; proposals to establish centers; purposes; contents; reports

Section 18P. (a) If the regional 911 emergency communication district planning committee recommends the establishment of a regional 911 emergency communication district, it shall propose a written district agreement to establish, construct or site, equip, administer, operate and maintain a regional 911 emergency communication center.

- (b) The proposed district agreement shall include, but not be limited to, terms and conditions to achieve the following purposes:
- (1) providing the district's conditions of membership and financial terms;
- (2) identifying construction or siting and operating costs of the center;
- (3) establishing a regional 911 emergency communication district board to oversee the construction or siting, administration, operation and finance of the center and provide the board with the powers, duties and liabilities of a regional 911 emergency communication district, which powers shall be vested in and exercised by the district board established under the agreement;
- (4) establishing any subcommittees necessary for the administration of the center;
- (5) preparing and adopting an annual operating budget;
- (6) establishing a procedure to invite and include additional municipalities into the district;
- (7) determining a process to amend the district agreement;
- (8) identifying the terms and procedure by which a municipality may withdraw from the district; and

- (9) including any additional provisions the district planning committee considers necessary for the administration and operation of the center.
- (c) A proposed district agreement shall provide, but need not be limited to, the following provisions:
- (1) the number, selection process and length of terms of office of the district board members;
- (2) selection of a chair by ballot from the district board's membership;
- (3) appointment by the district board of a district secretary and treasurer, who may be the same person, and the designation, if any, of 1 or more of its members to approve payrolls or bills for salary or compensation of district board members or employees; provided, however, that the members approving such payroll or bill shall make available to the board at its next meeting the record of that action:
- (4) powers and duties of the treasurer, including the power to receive and take charge of all money belonging to the district; provided, however, that the treasurer shall pay any bill of the district which shall have been approved by the district board; provided, further, that the treasurer shall be subject to sections 35, 52 and 109A of chapter 41;
- (5) compensation of the treasurer for services rendered in the course of duty as may be granted by vote of the district planning committee; and
- (6) approval of fiscal matters as described in subsections (g) and (h) of section 18R by a finance advisory subcommittee, including approval of an annual operating budget as described in subsection (e); provided, however, that the finance advisory subcommittee shall consist of the chief executive officer or chief executive financial officer of member cities, as designated by each city's chief executive officer, and the town administrator, town manager or chief financial officer for member towns, as designated by each town's chief executive officer and that no member of the finance advisory subcommittee shall also serve on any other board or subcommittee established under this section.
- (d) The district planning committee shall forward a report of its findings, recommendations and proposed district agreement, if any, to the city council and the board of selectmen or town council of the committee's participating municipalities and to the state 911 department.
- (e) Nothing in sections 18O to 18V, inclusive, shall prohibit any governmental body from participating in studying, establishing, administering or serving as a full or ex-officio member of a regional 911 emergency communication district planning committee or a regional 911 emergency communication district, its board or any subcommittees thereof.

Section 18Q: Regional 911 emergency communication district; vote on establishment

Section 18Q. If a district planning committee recommends that a regional 911 emergency communication district be established, the city councils or the boards of selectmen or town councils of member municipalities shall vote on whether to accept the proposed district agreement. For each council or board, the following question to be voted on shall be as follows:-- "Shall the municipality accept the provisions of sections 18O to 18V, inclusive, of chapter 6A of the General Laws providing for the establishment of a regional 911 emergency communication district, together with the cities of and the towns of , and the construction or siting, administration, operation and maintenance of a regional 911 emergency communication center by the district under the provisions of the proposed district agreement filed with the city council, board of selectmen or town council?"

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For EMS we do have formal agreements for advanced life support intercept services (ALS) with individual towns including Lunenburg, Groton, Pepperell and Ashby. We are the only ALS department dispatched by NVRDD and frequently provide intercept to all four towns. They are billed for this service based on the terms of the agreement. Again who we are dispatched by has no bearing on these agreements.

Police mutual aid is similar to fire, locally there are formal agreements which have no bearing on who we are dispatched by. For major events that require SWAT Townsend is a member of NEMLEC which the majority of the towns we border belong to. Lunenburg and the majority of the towns dispatched by NVRDD are part of SEMLEC.

2. Assuming that there is a mutual aid agreement with Lunenburg, how would the formation of the proposed Pepperell, Ashby, and Townsend RECC (proposed RECC) impact that mutual aid agreement. If it does impact that agreement, please explain how the proposed RECC would be better for public safety reasons than what is already in place given that impact. If it does not impact the mutual aid agreement, please explain why it is better for public safety reasons for Townsend to be in the proposed RECC than to remain in the NVRDD.

As indicated above forming a new RECC for Ashby, Pepperell and Townsend would streamline all forms of mutual aid as we share borders, a regional school, reside in the same county, share

the ability to communicate directly with Townsend Fire and Police Units, and also to tone out the Fire Department to emergency calls.

DURATION OR TERM OF THE MOU:

The MOU is at-will and may be modified or terminated with the mutual consent of the authorized individuals from Pepperell Communications, and Townsend Fire and Police.

Communications Director	Date
Police Chief	Date
Fire Chief	Date
Pepperell Town Administrator	Date
Townsend Town Administrator	Date



TOWN OF PEPPERELL COMMUNICATIONS DEPARTMENT

59 Main Street, P.O. Box 259 Pepperell, MA 01463 (978) 433-2737

7/25/2018 Memorandum of Understanding Between the Towns of Pepperell and Townsend

PURPOSE:

This Memorandum of Understanding summarizes a cooperative agreement between the Towns of Pepperell and Townsend, regarding backup Public Safety Dispatch services in the event of an emergency.

PARTIES:

The Pepperell Communications Department is a 911 Call Center that serves the Town of Pepperell, and is located at the Public Safety Building at 59 Main Street, Pepperell MA. The Center is run by a Communications Director who reports directly to the Town Administrator, and is staffed by five full-time dispatchers, and two per-diem dispatchers.

The Town of Townsend Fire-EMS and Police Departments provide both emergency and nonemergency Fire-EMS and Police services to the residents of Townsend MA. Both departments are run by a Chief that report to the Town Administrator.

AGREEMENT:

The Nashoba Valley Regional Dispatch District (NVRDD) located in Devens, MA. currently provides 911 Dispatch services for the Town of Townsend. In the event Townsend public safety officials determine NVRDD is failing to provide reliable and adequate services or if requested by NVRDD Pepperell Communications will take over dispatch services for Townsend. Pepperell Communications will then take over responsibility for dispatching Fire-EMS and Police resources. This will not include 911 call taking. NVRDD will continue to answer 911 calls and forward the information to Pepperell Communications for Dispatching.

Pepperell Communication will also serve as the Public Safety Answering Point backup for Townsend. If at any point NVRDD is unable to answer 911 calls Townsend calls will be forwarded to Pepperell communications until Townsend and State 911 Officials agree NVRDD has returned to a state capable of adequately answering and responding to 911 calls.

For this reason Townsend will cover the cost to install two-way radios in Pepperell that are dedicated to the Townsend Police and Fire Departments; this will give Pepperell Communications

4				
				*

communication districts. Any debt incurred by a regional 911 emergency communication district shall not be subject to the limit of indebtedness prescribed in section 10 of said chapter 44.

Section 18V: Regional 911 emergency communication district; provisions for sale, lease or license of facility, building and land

Section 18V. A district agreement established under section 18Q or any amendment to the district agreement may contain provisions authorizing any member municipality to sell, lease or license to the regional 911 emergency communication district any facility, building and any land appurtenant thereto or used in connection therewith or any other property useful for the purposes of the district. Notwithstanding section 3 of chapter 40 or any other general or special law to the contrary, any member municipality may authorize a sale, lease or license. For a sale, the terms and time of payment and the method by which the municipalities other than the selling municipality shall be assessed for payment shall be established in the district agreement or amendment; provided, however, that in no case shall payments be made which shall exceed 25 years. For a lease or license, the terms and time of payment and assessment shall be established in the district agreement or amendment. The term of a lease or license shall not exceed 25 years and may contain provisions for the extension of the lease or license for an additional term not to exceed 25 years at the option of the regional 911 emergency communication district board.

- (i) sue and be sued, only to the same extent and upon the same conditions that a municipality may be sued;
- (j) receive and disburse funds for any district purpose;
- (k) incur short-term debt in anticipation of revenue to be received from member municipalities;
- (I) assess member municipalities for any district expenses;
- (m) apply for and receive any grants or gifts for the district purposes;
- (n) engage legal counsel; and
- (o) submit an annual report to each member municipality, which report shall contain a detailed financial statement and a statement showing the method by which the annual charges assessed against each municipality were computed.

Section 18S: Regional 911 emergency communication district; annual budget; apportionment among member municipalities

Section 18S. The regional 911 emergency communication district board shall annually determine the necessary amounts to maintain and operate the district during the ensuing fiscal year and the amounts required to pay any debt and interest incurred by the district. The district board shall apportion the amount so determined among the member municipalities under the terms of the district agreement. The amounts apportioned for each member municipality shall be certified by the district treasurer to the chief executive officers, board of assessors and treasurers of the participating municipalities not later than February 1, annually, and the amounts so certified shall be appropriated and paid to the district treasurer at the times specified in the district agreement. If any participating municipality fails to include any apportioned amount so certified in its appropriations for the fiscal year, the board of assessors shall raise the amount in the tax levy of that year under section 23 of chapter 59.

Section 18T: Regional 911 emergency communication district; duties of board; records; financial statements; annual report; audits

Section 18T. The regional 911 emergency communication district board shall maintain accurate and comprehensive records of services performed, costs incurred and reimbursements and contributions received. The district board shall issue quarterly and annual financial statements to all member municipalities and to the finance advisory subcommittee. The annual report shall include the center's maintenance and operating budget, including the amounts assessed to each member municipality, and any debt and interest incurred by the district under section 18R. The district board shall perform regular audits of the accounts of the records of the district. Upon the completion of each audit, the district board shall forward a copy of the audit to the mayor, the chairman of the board of selectmen or town council of each member municipality, the finance advisory subcommittee, the state auditor, the state 911 department and the division of local services.

Section 18U: Regional 911 emergency communication district; applicability of certain provisions within chapter 44

Section 18U. Sections 16 to 28, inclusive, of chapter 44 shall apply to regional 911 emergency communication districts. Section 16 of said chapter 44, relative to the countersigning of bonds and notes, and section 24 of said chapter 44, relative to the countersigning and approval of notes and the certificates of the clerk relating thereto, shall not apply to regional 911 emergency

If a majority of the members of each city council, board of selectmen or town council voting on the question vote in the affirmative, the proposed regional 911 emergency communication district shall be established under the terms of the proposed district agreement.

Section 18R: Regional 911 emergency communication district; powers

Section 18R. A regional 911 emergency communication district, established under section 18Q, shall be a public employer and body politic and corporate with the power to:

- (a) adopt a name and a corporate seal and the engraved or printed facsimile of such seal appearing on a bond or note of the district shall have the same legal effect as a seal would have if it were impressed thereon;
- (b) construct or site, equip, administer, operate and maintain a regional 911 emergency communication center for the benefit of the district's member municipalities;
- (c) purchase or lease land or building space for the district;
- (d) employ an executive director, who shall possess the education, training and experience to perform the duties required of the position and such other employees as it considers necessary to operate the district and to establish the duties, compensation, benefits and other terms and conditions of employment of additional personnel;
- (e) adopt an annual operating budget that shall be approved by the finance advisory subcommittee;
- (f) enter into any contracts and agreements necessary for the exercise of the district's powers and functions, including contracts and agreements to purchase equipment, buildings, supplies, materials and services; provided, however, that the district may enter into contracts and agreements for 911 emergency services with non-member municipalities and governmental bodies and other persons or entities:
- (g) incur debt for a term not exceeding 25 years to acquire land, buildings and equipment to construct or site and maintain a regional 911 emergency communication center; provided, however, that written notice of the amount of the debt and of the general purposes for which it would be authorized shall first be given by the district board to the finance advisory subcommittee for approval, which shall require a majority vote. The finance advisory subcommittee shall vote on the proposed debt within 14 days of receiving notice. If the finance advisory subcommittee approves the debt, the debt may be authorized by the district board and written notice of the amount of the debt and of its general purposes shall be given to the city council and to the board of selectmen or town council of each member municipality not later than 7 days after the date on which the debt was authorized by the district board. No debt shall be incurred until the expiration of 60 days from the date the debt was authorized by the district board. If, prior to the expiration period, the city council or the board of selectmen or town council of any member municipality votes to disapprove of the amount authorized by the district board, the debt shall not be incurred;
- (h) issue bonds and notes in the name and upon the full faith and credit of the district; provided, however, that written notice of the amount of the bonds or notes and of the general purposes for which they would be authorized shall be provided to the finance advisory subcommittee for approval, which shall require a majority vote; provided, further, that if the finance advisory subcommittee votes to approve the bonds or notes, the bonds or notes shall be signed by the chairman and the treasurer of the district board; provided, further, that the chairman, by a writing bearing the chairman's written signature and filed in the office of the treasurer which writing shall be open to public inspection, may authorize the treasurer to cause to be engraved or printed on bonds or notes a facsimile of such chairman's signature, and such facsimile signature so engraved or printed shall have the same validity and effect as the chairman's written signature. Each issue of bonds or notes shall be a separate loan;

GOODS AND SERVICES AGREEMENT

The following provisions shall constitute an Agreement between the Town of Townsend, acting by and through its Board of Selectmen, hereinafter referred to as "Town", and SHEPCO of 55 Main Street hereinafter referred to as "Contractor", effective as of the 1st day of July, 2018. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Landscaping Services. The Contractor shall perform all work in accordance with the specifications contained in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder on or before June 30, 2019.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$27,700.01 in accordance with the provisions of the specifications, or as set forth in an attachment hereto.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: APPLICABLE LAW:

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

ARTICLE 8: ASSIGNMENT:

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

ARTICLE 9: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 10: INSURANCE:

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

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

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

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes. Signature of Individual or Social Security Number or Corporate Name Federal Identification Number By: Corporate Officer (if applicable) IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written. TOWN OF TOWNSEND CONTRACTOR by its Board of Selectmen by Sue Lisio, Chairman Cindy King, Vice-Chair Printed Name and Title Wayne Miller, Clerk Approved as to Availability of Funds: Contract Sum Town Accountant

COMMONWEALTH OF MASSACHUSETTS WILLIAM FRANCIS GALVIN SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2018 STATE PRIMARY

MIDDLESEX SS.

To the Constables of the City/Town of TOWNSEND

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at:

WARD 0, PRECINCTS I, II, III

MEMORIAL HALL AUDITORIUM, 272 MAIN STREET

SENATOR IN CONGRESS..... FOR THIS COMMONWEALTH

on TUESDAY, THE FOURTH DAY OF SEPTEMBER, 2018, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

GOVERNOR	FOR THIS COMMONWEALTH
LIEUTENANT GOVERNOR.	FOR THIS COMMONWEALTH
	FOR THIS COMMONWEALTH
	R GENERALFOR THIS COMMONWEALTH
	FOR THIS COMMONWEALTH
	RESSTHIRD DISTRICT
SENATOR IN GENERAL CO	URTWORCESTER AND MIDDLESEX DISTRICT
REPRESENTATIVE IN GENE	RAL COURTFIRST MIDDLESEX DISTRICT
	NORTHERN DISTRICT
	MIDDLESEX COUNTY
COUNTY COMMISSIONERS	(if applicable) MIDDLESEX COUNTY
Hereof fail not and make return of this w	arrant with your doings thereon at the time and place of said voting.
Given under our hands this day	of 2018
day	, 2010.
OPI POT	
SELECT	MEN FOR THE TOWN OF TOWNSEND
n West Townsend, the Police/Communica	ll, 272 Main Street at the Center, the West Townsend Fire Station, 460 Main Street ions Center, 70 Brookline Road, North Middlesex High School, 19 Main Street and SEVEN (7) DAYS BEFORE THE DATE OF THE ELECTION, AS WITHIN
	, 2018.
Constable	(month and day)

Warrant must be posted by August 28, 2018, (at least seven days prior to the September 4, 2018 State Primary).



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

Sue Lisio, Chairman

Cindy King, Vice-Chairman

Wayne Miller, Clerk

James M. Kreidler, Jr., Town Administrator

Office (978) 597-1701

Fax

(978) 597-1719

POLICY #3-2018

BOARD OF SELECTMEN

Purpose:

To clarify the role of an individual member of the Board of Selectmen as a

liaison to the other Departments/Boards or Committees.

Policy:

LIAISON POLICY

Assignments. Liaison assignments are generally made by the Chairman of the Board as soon as practical after the annual town election.

Each department/committee/board shall be notified as to their Board liaison by the Board of Selectmen.

It is requested that each department/committee/board which has been assigned a selectman as a liaison include the Board of Selectmen liaison in the distribution of all general meeting correspondence (reports, meeting agendas, minutes, etc.). This will make for a more effective liaison assignment. Each committee/board which has an assigned liaison should use that person as the first point of contact to the Board of Selectmen.

<u>Temporary assignments.</u> The Chairman shall appoint a liaison to each ad hoc committee created by the Board. The Chairman may also make temporary liaison assignments to other committees, boards, or groups if so requested, or if a majority of the current Board of Selectmen votes to make such an assignment.

<u>Expectations</u>. Each Board member should try to maintain some level of communication with each department/ committee/board to which he/she is assigned. It is important to keep Board colleagues informed of critical issues and other areas of interest.

<u>Participation</u>. The Board of Selectmen liaison is not considered a member of each assigned department/committee/board. He/she should not actively participate in meetings unless invited to do so or as needed to provide or obtain information and feedback.

The liaison does not represent the Board of Selectmen. Decisions required of the Board of Selectmen, if any, much come before the Board at a posted meeting for discussion and vote.

ADOPTED BY THE BOARD OF SELECTMEN ON	, 2018.
	Sue Lisio, Chairman
	Cindy King, Vice-Chair
	Wayne Miller, Clerk

TOWNSEND AMERICAN FLAG COMMITTEE

Article I. Appointment and Committee Membership

Section 1.01 Appointment

There shall be an American Flag Committee in the town of Townsend, MA consisting of five (5) members. The members shall be appointed by the Board of Selectmen for three (3) year staggered terms consistent with the municipal fiscal year.

Article II. Mission Statement

Section 2.01 Goal

The goal of the Town of Townsend American Flag Committee (Committee) for the display of flags is to ensure proper flag etiquette in the Town Center while promoting patriotism in the community. The display of flags shall support the objectives of the Town and present the Town in a positive and professional manner.

Section 2.02 Purpose

The purpose of this policy is to:

- establish that the display of the Flag of the United States of America (US Flag) is encouraged and approved for display in the Town Center, and
- to detail the means and methods by which flags are displayed in the Town Center.

Section 2.03 Applicability

This policy applies to all flags identified herein that are flown as detailed on the "Town of Townsend American Flag Committee Flag Placement Map" which is attached to this policy as Attachment A.

Article III. General Provisions

Section 3.01 Etiquette

The US Flag shall be displayed only from sunrise to sunset if illumination is not provided. If properly illuminated, the Flags may be displayed twenty-four (24) hours per day.

Section 3.02 Weather

The US Flag and State Flag shall not be displayed on days when the weather is inclement, except when all-weather Flags are utilized.

Section 3.03 Holidays

The flags shall be placed to commemorate and/or celebrate the following: Memorial Day, Independence Day, Labor Day (or September 11th?) and Veterans Day.

Section 3.04 Placement

The flags shall be placed seven (7) days prior to the holiday and shall be removed seven (7) days after the holiday.

Section 3.05 Disposal of US Flag or State Flag

When the US Flag deteriorates to such a condition that in longer serves as a fitting emblem of display, it shall be destroyed in a dignified manner, preferably by burning.

Section 3.06 Purchasing of Flags

The Town may only purchase US Flags that are made in the United States of America.

Section 3.07 Materials and Equipment

Telephone Pole Mounted Flags- Telephone pole mounted flags shall be hung on only the telephone poles identified on Appendix A.

- Each pole shall have two metal flag pole brackets affixed at a height that is an appropriate distance from both the ground and any overhead wires.
- The flags shall be 3' x 5' in dimension.
- The flags shall be mounted and flown from each side of the pole and parallel with the roadway.
- Each pole bracket shall have a thumb screw in it to secure the flag.
- The poles shall be black metal poles with an appropriate pole cap.
- The equipment by which the flags are affixed to the flag poles shall be metal and shall provide the necessary strength and mobility required to properly display and protect the flags.
- All flags, poles and caps for the telephone pole mounted flags shall be identical for aesthetic purposes.
- The telephone pole mounted flags shall be installed by hand with the use of an extension or step ladder. The ladder shall be placed on the opposite side of the telephone pole from the travel way and all appropriate safety measures shall be employed by the installation staff.

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Ground Mounted Flags-

- Each ground mounted flag pole shall have one (1) flag affixed at a height that is an appropriate distance from the ground.
- The flags shall be 3' x 5' in dimension.
- The flags shall be mounted in a sleeve pipe that shall be imbedded securely two (2) feet in the ground, protruding only two (2) inches and shall be capped when not in use.
- The location of the sleeve pipes shall be as depicted on Attachment A.
- If deemed necessary, each pipe sleeve shall have a hole drilled in it that aligns with a hole drilled in the flag pole through which a lock may be placed in an effort to secure the flag.
- The poles shall be ten (10) foot black metal pole (1" diameter threaded steel gas pipe) with an appropriate pole cap.
- The equipment by which the flags are affixed to the flag poles shall be metal and shall provide the necessary strength and mobility required to properly display and protect the flags.
- All flags, poles and caps for the ground mounted flags shall be identical for aesthetic purposes.
- The ground mounted flags shall be installed by hand.

Section 3.08 Installation, Care and Upkeep

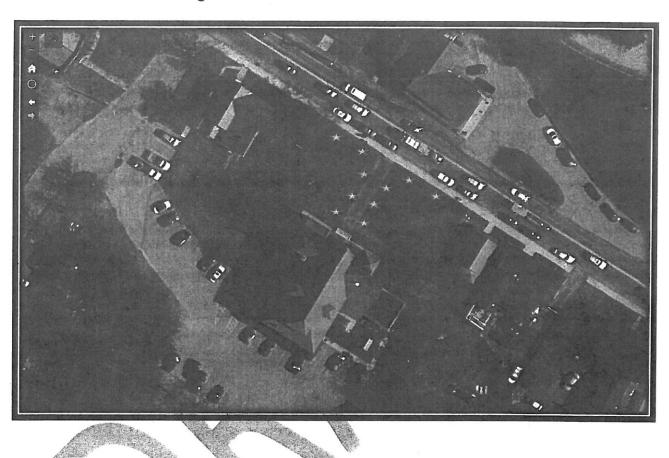
The responsibility for the installation, care and upkeep of the flags shall run to the American Flag Committee which shall submit a request for a budget appropriation along with other town departments and committees.

At all times the American Flag Committee shall strive to limit both expense and liability to the town all the while striving to best serve the community in fulfilling the Committee's mission.

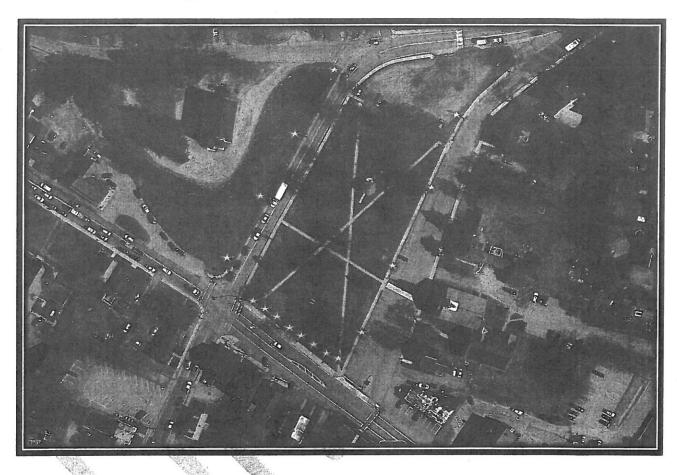
 -END

ATTACHMENT A

PHASE 1- TOWN HALL 10- Ground Mounted Flags



PHASE TWO- THE COMMON 8 Telephone Poles- 16 Flags 8 Ground Mounted Flags



PHASE THREE- ELM STREET TO JEFTS STREET 3 Telephone Poles- 6 Flags



PHASE FOUR- MAIN STREET EAST FROM CENTER TO OAK STREET 10 Telephone Poles- 20 Flags



Mark R. Boynton

Chief of Department

TOWNSEND FIRE-EMS DEPARTMENT

Proudly serving the citizens of Townsend since 1875

PO Box 530 – 13 Elm St. Townsend, MA 01469

Headquarters: 978-597-8150

Fax: 978-300-5786

To:

James Kreidler Jr. Town Administrator

From:

Mark R. Boynton, Fire-EMS Chief MRE

Subject:

West Townsend Fire Station Change order #5

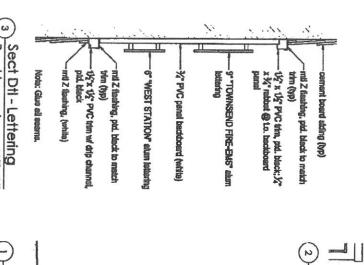
Date:

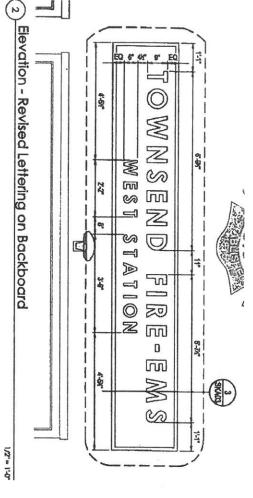
July 31, 2018

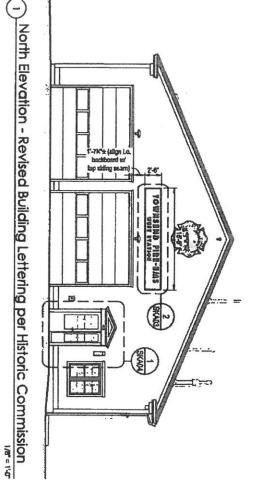
On behalf of the Fire Station Building Committee we request your approval on the attached change order.

The attached contract change order reflects two changes with increased cost totaling \$11,091.23 and extending the completion date by 7 working days. Funding is available within the contingency fund that has a current balance of \$72,742.53

- Revise building signage and lettering to comply with Historic District regulations and request \$5,863.50 (see attached for further details).
- Design and install molding around front entrance to comply with the Historic District request for the architecture to match the architecture of the West Townsend Village. \$5,227.71 (see attached for further details).







460 Main Street Townsend, MA 01474

Townsend Fire Substation

1623

STUDIO INC ARCHITECTURE THE GALANTE

17 574 2500

Revision to Building
Lettering

Updated per Historic Commission

06.04.18

ASI 005

No 11 BY As Noted

SKA03

(a)

Backboard

SOULIERE & ZEPKA CONSTRUCTION, INC.

General Contractors

5 SPRING STREET ADAMS, MA 01220 TEL. 413-743-1687 FAX 413-743-2641

6/21/18

The Galante Architecture Studio 146 Mount Auburn St. Cambridge, MA. 02138

Attn: Jamie Emerson

Re: Townsend Fire Substation PCO# 013 - front entry

Provide and install revised trim at front entry, per SKA04.

\$1,194.00 Materials: flashing, custom PVC trim, PVC rakes, PVC cornice, PVC

sheet

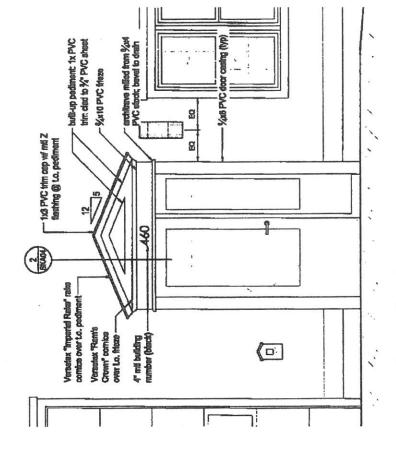
\$2,436.48 Labor: 36 mh @ \$67.68/hr. \$3,630.48 Subtotal 20% O&P \$ 726.10 \$ 804.04 33% on Labor \$5,160.62 Subtotal Bond 1.3% \$ 67.09 \$5,227.71......Total PCO #013

Additional days required for this proposal: 4 working days

Respectfully Submitted,

Michael A. Zepka

President



--- Versetex Imperial Raise (VERIRO1); returns @ ends

-1x3 PVC trim over ratio edge

-mil 2 fashing, while (typ)

cement board siding (typ)

Updated per Historic Commission

O6.04.18

ASI 005

9x6 PVC door existing beyond (11516)£ sictual) (typ)

-PVC head ceeing extension

-1/5/x2/2" erchitrave w/ bevel to drain & drip channel (cut from York PVC trimboard; returns @ ends

— Verustax Rams Crown (VERRCO1) comics; returns @ ends

pediment bedien: 1/2" PVC sheet

-1x4 PVC trim

-1x PVC trim; 3½° exposure

%x10 PVC frieze board (1½'x8½' actual)

Revision to Main Entry Casing

460 Main Simet Townsend, MA 01474

Townsend Fire Substation

Project Tile

Peleci Number 1623

(1) Elevation - Main Entrance

(2) Section Detail - Entablature

Note: Glus all seams,

As Noted by any feet and the second s

1/2 = 1:0

CONTRACT CHANGE ORDER

Date:

07.18.18

Project:

Townsend Fire Substation

460 Main Street

Townsend, MA 01474

To Contractor: Souliere & Zepka Construction, Inc.

> 5 Spring Street Adams, MA 01220

Change Order No:

Architect's Project Number:

1623

Contractor's Project Number:

N/A

Contract Date:

10.03.2017

The Contract is changed as follows:

ADD: Revised building lettering, including backboard, per Historic Commission's request, as shown on SKA03.

ADD: 3 working days

\$5,863.52

ADD: Revised trim at front entry per Historic Commission's request, as shown on SKA04.

ADD: 4 working days

\$5,227.71

Total adds:

\$11,091.23

Net Change Order:

\$11,091.23

See attached PCO #012 and PCO #13 for breakdown of costs.

Not valid until signed by the Architect, General Contractor, and Owner

The Original Contract Sum was\$1,424,290.00 The Contract Sum will be INCREASED by this Change Order in the amount of\$11,091.23 The Contract Time will be INCREASED by......7 working days

The Galante Architecture Studio, Inc.

14 Mount Auburn Street Cambridge, MA 02138

Contractor

Souliere & Zepka Construction, Inc. 5 Spring Street

Adams, MA 01220

Owner

Town of Townsend 460 Main Street Townsend, MA 01474

SOULIERE & ZEPKA CONSTRUCTION, INC.

General Contractors

5 SPRING STREET ADAMS, MA 01220 TEL. 413—743-1687 FAX 413—743-2641

6/22/18

The Galante Architecture Studio 146 Mount Auburn St. Cambridge, MA. 02138

Attn: Jamie Emerson

Re: Townsend Fire Substation

PCO# 012 - revised exterior building signage

Provide and install sign backboard for revised building lettering per SKA03.

Materials: \$1,113.00 blocking, flashing, PVC custom

trim, PVC bd., fasteners, glue

Labor: \$2,910.24 43 mh. @ \$67.68/hr.

 Subtotal
 \$4,023.24

 20% O&P
 \$ 804.65

 33% on labor
 \$ 960.38

33% on labor \$ 960.38 Subtotal \$5,788.27 1.3% bond \$ 75.25

\$5,863.52.....Total PCO #012

Additional days required for this proposal: 3 working days

Respectfully Submitted,

Michael A. Zepka

President



QUOTE

Number

PBWQ3263

Date

Jul 13, 2018

California "A" General Engineering #957465 POB 22431, Bakersfield, CA 93390 t. 6615774374 f. 6615774372

www.ParagonBridgeWorks.com

PARAGON**BRIDGE**WORKS

Sold To

Townsend water dept. Lance Lewand, Chairman Townsend, MA Ship To

Townsend water dept. Lance Lewand, Chairman Townsend, MA

Phone Fax

Phone Fax

Sales	sperson	P.O. Number Good throu	gh	Bridge	Rating
Ch	ristian				3
Line	Qty	Description		Unit Price	Ext. Price
1	1	Amount already quoted for 2w3r abutments		-\$13,117.04	-\$13,117.04
2	2	PreCast concrete abutment kit (2W5R)		\$12,165.62	\$24,331.24
3	8	Guardrail: Vehicular only, sold in 10' sections (GV10)		\$1,896.75	\$15,174.00
4	80	Primer coating, priced per linear foot (boxcar brown).		\$5.50	\$440.00
5	640	Primer coating entire bridge deck, including the underframe of bridge, presquare foot (boxcar brown).	riced per	\$14.99	\$9,593.60
6	640	Top coating, priced per square foot (boxcar brown).		\$7.35	\$4,704.00
7	80	Top coating, priced per linear foot (boxcar brown).		\$2.25	\$180.00
			SubTotal		\$41,305.80
			Tax (7.5%	CA)	\$0.00
Depo	osit requ	vired to start: \$0.00	Total		\$41,305.80

I have read, considered, and agree	to the terms listed on this document as	Document	Downlo		
documents online or otherwise	have the ability to access all necessary have been offered a printed copy.	Drawings	www.ParagonBridgeWorks.com/drawings www.ParagonBridgeWorks.com/contract Master Contract: 5 pages		
		Sales Contract	Schedule A. 2 pages //	Schedule B: 1 page Schedule D: 1 page	
Signature:	Date:			Password: ixoye	
Den Con Olivet Complied Add				- destroid: INOye	

Client Supplied Addendum A

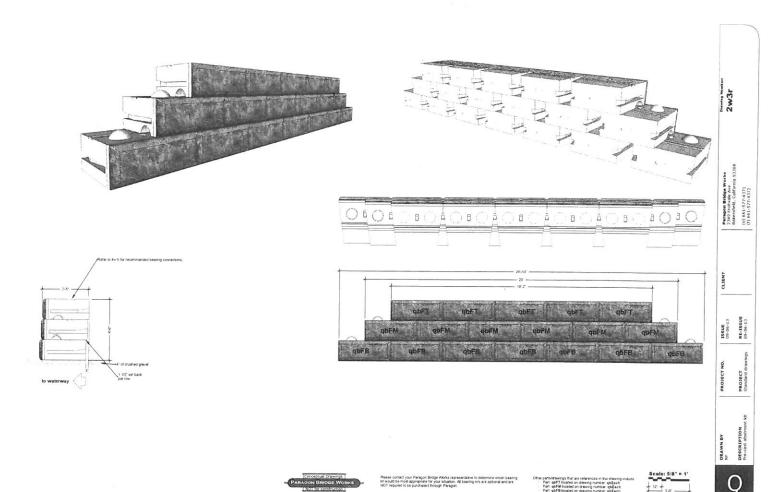
On behalf of the Townsend Water Department and the Town of Townsend, we have read, considered, and agree to the terms listed on the documents referenced below as well as Paragon's Sales Contract. We have the ability to access all necessary documents online or otherwise have been offered a printed copy.

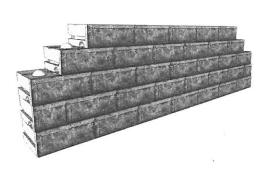
Reference Documents

(1) ParagonBridgeWorks Quote #PBWQ3263 Dated July 13, 2018

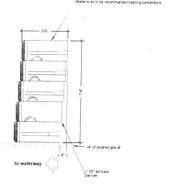
Board of Water Commissioners:	$\alpha \rho$
	ff.
Zoo to rad	7/36/18
Lance Lewand, Chairman	Date
July July	7-31-18
Mike MacEachern, Vice Chairman	Date
Nathan Matilla, Clerk	Date
Board of Selectmen:	
Ing Lisio	7/31/18
Sue Lisio, Chairman	Date
	7/31/18
Cindy King, Vice Chairman	Date
Wayne Miller, Clerk	Date

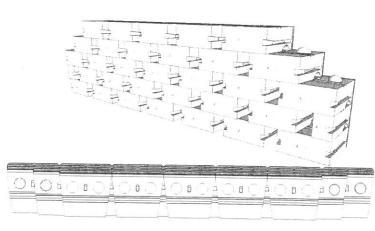
Signature











1 1	25 10 23					
	qbFT	qbFT	ober	gbFT	quitt	
qufi	open.	qbFM	goPfe	qbFM.	A T	qbFM
qbFN	qbFM	qoFit	quFit	ghFM	qhFsi	qøFN
opHid qbF		qbFM	quiFM	qoFM	77	goFM goH
qnFB	qbFB.	gbFB	- qaFB	qbFB	qbFB	qbFig

PARAGON BRIDGE WORKS

ease contact your Paragon Bridge Works representative to determine which bear would be most appropriate for your situation. All bearing lots are optional and are IT required to be outstikesed through Paragon. Other partisidnessings that are references in this drawing include

Part spBT located on drawing number igbEach

Part spBFM located on drawing number igbEach

Scale: 5/8" = 1"



15SUE 09-06-13 RE-ISSUE 09-06-13

PROJECT Standard drawings

2w5r

Paragon Bridge Works
2349 Fruitvale Ave
Bakersfleid, California 93308
(0) 661-577-4371
(f) 661-577-4372

PARAGON BRIDGE WORKS

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

AGREEMENT made on the date that Paragon's estimate &/or invoice was signed by Client, between:

- 1. Paragon Bridge Works, Inc located at 8739 DeSwan Court, Bakersfield, CA 93314 United States ("Paragon") and;
- 2. The "Buyer", indicated as "Sold To" on Paragon's estimate &/or invoice, also referred to as the "Client".

Paragon's primary business is in converting railroad equipment into bridges. In general, Paragon buys and sells railroad equipment. Paragon also provides new bridges as well as bridge components.

- 1. Sale of Goods. All goods sold, including quantity, shall be described in Paragons quote/invoice.
- 2. Sale of Services: From time to time Paragon may offer the following services.
 - (a) Engineering: See Schedule A for complete details.
 - (b) Installation Service. See Schedule C for complete details.
 - (c) Consultation Service See Schedule D for complete details.
 - (d) Delivery. See Schedule E for complete details.
- 3. Price. The price for goods sold shall be described on Paragons invoice, payable in currency of the United States of America. Estimates and verbal prices given shall not be considered definitive. Any (quotes, estimate, invoices, etc) prices given on deliveries to and installations upon locations which Paragon has not inspected in person are to be construed as estimates only, and subject to further adjustment at the mutual agreement of the Parties. All engineering, installation, consultation, and delivery prices hereunder are conditioned upon the accuracy of the Client's representations, including without limit the ease of ingress and egress and the nature of the installation site. Irrespective of the Conflicting Terms section in this Agreement, all prices for delivery of goods sold are estimates only, and Client shall be solely responsible for any and all additional expenses of delivery. Payment terms shall be per Schedule B.
- 4. Customs Duties, Fees, Charges, Taxes. All Customs duties, fees, taxes, charges and other like costs assessed by the United States (Federal, State, City, County, etc) or any foreign Governments are the sole responsibility of Client. Paragon may be obligated to collect a certain portion of sales tax but this should not be considered to be an "all inclusive" tax collection. Client is responsible in ensuring all applicable taxes are paid.
- Insurance. In no case does the purchase, delivery or installation price cover the cost of any insurance; Client shall be solely
 responsible for insuring all goods purchased during transportation, including the delivery from Paragons facility to
 installation location. Paragon may offer or arrange such insurance coverage at an additional cost to Client.
- 6. Contingencies. Paragon shall not be liable for any delay in manufacture delivery or installation due to fires, tornadoes, earthquakes, strikes, labor disputes, war, terrorism, civil commotion, and delays in transportation, shortages of labor or material, undisclosed, unknown or unanticipated conditions or character of installation site, or other causes beyond Paragon's control. The existence of such causes of delay shall justify the suspension of manufacture, delivery and or installation, and shall extend the time of performance on Paragon's part to the extent necessary to enable it to perform its duties in the exercise of reasonable diligence after the causes of delay have been removed. The above justifications are non-exclusive and are in addition to the Force Majeure provisions below.
- 7. Warranty. Paragon warranties goods sold and installation only to the extent required by Jurisdictional Law or as described in Schedule F. THE WARRANTIES SPECIFIED IN SUCH SCHEDULE ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. UNLESS OTHERWISE PROVIDED IN SCHEDULE F, GOODS SOLD AND INSTALLATION ARE SOLD STRICTLY AS-IS. Buyer accepts all liability for goods purchased and installed and agreed to indemnify and hold Paragon harmless for any claims made.
- 8. Client Supplied Warnings. Clients shall affix conspicuously upon or place conspicuously nearby Bridge, so as to be visible to users of Bridge in each direction, a Warning in the relevant language concerning all foreseeable risks of use to which the Bridge may be put, including without limit any risk as to weight, use, railings, trespassing, and risks to livestock and children, in additional to any warnings or signage otherwise required by Jurisdictional Laws.
- 9. Frustration. If Client fails timely to make any purchases required, necessary or desired for completion of any part of the work under this Agreement, or fails to facilitate or permit Paragon's completion of such work, including but not limited to,

- obstructing or closing the work site, such shall be deemed a contingency suspending Paragon's obligations and liabilities hereunder until such frustration is eliminated.
- 10. Notice Regarding Use of Proceeds. Funds paid in anticipation of, concomitant with, or due under this Agreement are not deposits and shall be placed in Paragon's general business accounts for disbursement at Paragon's sole and absolute discretion, including portions of payment to be expended by Paragon on Delivery and Installation. Paragon shall apply any proceeds payable under this agreement to its various business needs at its absolute and sole choice, whether on behalf of the Client directly, indirectly, or not at all, and need not segregate such into trust or any other special accounts.
- 11. Waiver of Statutory Disbursement, Allocation, and Trust Provisions. No funds collected under this Agreement shall be considered as held in trust for the Client or any other party or subcontractor. CLIENT HEREBY WAIVES AND REALEASES PARAGON FROM THE PROVISIONS OF ANY REGULATORY LAW AND PROVISIONS THEREOF, INCLUDING ANY PROVISIONS INVOKING, AS PERMITTED. CLIENT AFFIES THAT THEY UNDERSTAND AND KNOW THE EFFECTS OF SUCH WAIVER ON THEIR RIGHTS, AND THAT NO CLAIM FOR THEFT CAN ARISE FROM ACTIONS REGARDING THE DISBURSEMENT AND ALLOCATION OF FUNDS RECEIVED BY PARAGON UNDER THIS AGREEMENT.
- 12. Materiality of Deadlines. No breach of any Deadline under this agreement shall be deemed a material breach unless:
 - (a) the deadline is specifically enumerated on, and not merely implied by, this Contract and its Schedules attached hereto,
 - (b) it relates to the payment of funds under this agreement, or
 - (c) the Client notifies Paragon in writing at the above address of the breach of deadline, making specific reference to the part of this Agreement specifying the deadline.
- 13. Subcontractors. Paragon may engage the services of subcontractors for portions of the Installation, Consultation, and Delivery contemplated hereunder. Paragon need not obtain written approval from Client as to any subcontractor before using such subcontractor's services.
- 14. Safety of Jobsite/Warranty/Comparative Negligence. Client warrants that its jobsite will be free from all dangerous conditions and hazards, except those specifically enumerated in writing and received by Paragon prior to commencement of Installation, Consultation, and Delivery. Client agrees to be strictly liable for the costs, including without limitation medical costs plus attorney's fees and costs, arising from any physical injuries to Paragon, its employees, owners, agents, or assigns, resulting from unsafe or dangerous condition of the jobsite or premises at which Client directs Paragon to perform under this agreement. The rule of comparative negligence shall govern this provision of this Agreement, but not any other provisions of this Agreement.
- 15. Licenses. Client understands that Paragon makes no representations other than those contained in the Schedules attached hereto, if any, that Paragon is or will to be licensed, or otherwise in compliance with, the contracting, construction, and other licensure requirements of Client's locale and/or installation site. Paragon may obtain any and all licenses and other compliance certifications and requirements requested in writing by Client at Client's cost. Such requests may introduce delays beyond Paragon's control, and Client agrees to suspend for the period of any such delay any performance due by Paragon under this Agreement which is delayed during or because of the pendency of any licensure, registration or compliance application or initiative. Client waives all rights to proceed in law or equity against Paragon on account of any deficiency of licensure on the part of Paragon.
- 16. Claims for Delivered goods. Any unaccepted aspect shall be a "Claim." Paragon shall not be liable for any claims unless they are received in writing by Paragon within seven (7) business days after Delivery of goods, with photographic evidence included, and 30 days has been given for investigation by Paragon's representatives. If Paragon accepts the claim, Paragon shall determine at its sole discretion whether to repair, replace, refund, or issue credit for, any portion covered by a claim.
- 17. Claims for goods Installed. Refer to Schedule C.
- 18. *Maintenance*. Client shall inspect, repair and maintain Bridge, and otherwise keep Bridge in good working condition in perpetuity, and not permit such to become unsafe or fall into any type of dilapidation or disrepair. Client shall execute quarterly inspections.
- 19. Future Alterations and Modifications. As long as Bridge remains property of Client, Client shall not alter or change the design, structure, decking, or other aspect of the Bridge or its Installation in any manner without the express written consent of Paragon, signed by Paragon. Failure to do so will release Paragon from all liability and void any applicable warranties defined in Schedule F. Client shall indemnify and hold Paragon harmless for any claims related to alterations and/or modifications.
- 20. Indemnification and Covenants as to Subsequent Owners. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising against Paragon from future owners of the Bridge and or the land upon which Bridge is installed. Client agrees that upon its selling Bridge, it will covenant with subsequent owners that such

- new owners shall waive all claims against, and further indemnify, defend, and hold harmless both Client and Paragon against any claim arising out of the ongoing use or existence of the Bridge and not alter or change the design, structure or other aspect of the Bridge or its Installation in any manner without the express written consent of Paragon, signed by Paragon;
- 21. Termination. Paragon may refuse to sell, deliver, or complete construction of, Bridge at any time that Paragon, in the exercise of its sole discretion, shall deem itself insecure with respect to the condition of Client's ability to pay amounts owing under this agreement, or considers that Client's financial standing does not warrant sale, delivery, or installation, it being understood that in such event the Bridge and Installation shall remain Paragon's property.
- 22. General Right To Cure. If the Client alleges any breach of this agreement, Paragon shall have forty-five days during which time to attempt to cure any such alleged breach. No effort to cure shall be considered an admission of breach or wrongdoing on the part of Paragon.
- 23. Indemnification/Wiaver. Client shall indemnify, defend, and hold Paragon harmless for and against any third party claim relating to the Bridge, its use, presence, delivery and installation, including without limit claims of products liability, construction defect and negligence, and any claims against Paragon by any constituted government authority or non-governemntal-organization. Client shall also waive, and indemnify, defend, and hold Paragon harmless for and against, any claim relating to actions or inactions of any sub-contractor pursuant to work done by sub-contractor with respect to Bridge, delivery and installation. Client's sole remedy against such sub-contractors shall be against them directly, and Client agrees to waive any and all claims under respondeat superior or any other theory of law or equity against Paragon for the acts and/or omissions of such sub-contractors.
- 24. Cancellation by Client. Client may cancel a Bridge or Bridge Project, only if Bridge is not manufactured and not in process of manufacture at the time Client's notice of cancellation is received by Paragon. Any cancellations beyond this point are not permitted, and Paragon shall be entitled to all amounts due under this Agreement as if Paragon's obligations hereunder were fully performed and accepted. Regardless of when and why cancellation is made, Paragon reserves the right to keep any deposits made.
- 25. Assignment of Patent, Trademark, Copyrights. In the event that Client on its own or through any affiliate or agent acquires any intellectual property rights in the Bridge, including without limitation rights in the name, brand, plans, schematics, design, visual depictions, verbal descriptions, construction, manufacturing and assembly processes, Paragon's name, including any and all patents, trademarks, copyrights, URL, or any other intellectual property rights, irrespective of the country in which such rights exist or apply, such rights shall automatically be and hereby are assigned by Client unconditionally and forever to Paragon and Paragon's assigns. Client agrees to execute and deliver any further documents which are necessary or proper to perfect such rights, as Paragon may request. Client waives any and all rights to assert or claim an interest in such rights, and agrees to defend Paragon against all claims in derogation of Paragon's rights in such property.
- 26. <u>PERSONAL GUARANTY.</u> THE PARTY WHOSE SIGNATURE APPEARS HEREUNDER ON BEHALF OF CLIENT AGREES TO BE PERSONALLY LIABLE FOR ANY AND ALL OBLIGATIONS AND SUMS DUE FROM CLIENT UNDER THIS AGREEMENT, AS IF HE OR SHE WERE CLIENT.
- 27. <u>LIMITATION OF DAMAGES</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IF CLIENT BRINGS ANY ACTION CONCERNING THIS AGREEMENT AT LAW OR EQUITY AGAINST PARAGON, ITS EMPLOYEES, OWNERS, AGENTS, OR ASSIGNS, NO SUCH CAUSE OF ACTION SHALL INCLUDE A CLAIM, NOR MAY RECOVERY BE HAD, FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, BY CLIENT, CLIENT'S GUESTS, OR ANY THIRD PARTY, EVEN IF PARAGON, ITS EMPLOYEES, OWNERS, AGENTS, OR ASSIGNS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PARAGON'S TOTAL LIABILITY FOR DAMAGES ARISING IN CONNECITON WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS THEN PAID BY CLIENT UNDER THIS AGREEMENT. NOTHING IN THIS SECTION SHALL OPERATE TO LIMIT THE AMOUNT OR THEORY OF DAMAGES WHICH ARE AVAILABLE TO PARAGON IN CONNECTION WITH THIS AGREEMENT OR ANY CLAIM ARISING THEREFROM, INCLUDING PARAGON'S POSSIBLE COUNTERCLAIMS IN SUITS CONCERING THIS AGREEMENT.
- 28. Security Interest. Paragon shall have a security interest in goods and services sold as security for any and all payments due under this Agreement, and such shall be primary to any other lien or security interest in such items.
- 29. Attorney's Fees. If any dispute arises between the parties under this Agreement, even if such dispute is not litigated, the prevailing party shall be entitled to their reasonable attorney's fees and costs, payable by the other party.

- 30. Severability/Enforceability. In the event that any paragraph or provision of this Agreement is held to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not affect the validity or enforceability of the remaining paragraphs or provisions. To the extent that any paragraph or provision is rendered unenforceable because it is overly broad or unduly narrow, that paragraph or provision shall be limited or expanded to the extent required by applicable law in order to become enforceable, and shall be construed as having originally been so drafted.
- 31. Late Payments. Time is of the essence relating to any deadline concerning the payment of funds under this Agreement. A late fee of \$100, plus annualized interest of 18%, or the legal maximum, shall be assessed in the event of any late payment by Client to Paragon. This shall also apply to any amounts withheld pursuant to a dispute regarding this Agreement or work performed hereunder. This fee shall be as liquidated damages, not as a penalty, and is not in lieu of any other legal option available to Paragon. If any Client payment fails due to insufficient funds, the above interest and late fee shall be applied with an additional \$50 returned check fee, or the maximum amount otherwise allowed under Jurisdictional Law.
- 32. Governing Law/Equitable Remedies/Jury Waiver. This Agreement and the performance of obligations hereunder will be governed by the laws of the State of California, without reference to California's Conflicts of Laws provisions. The parties agree that any damages under this agreement will be of a nature which might not be remedied by monetary damages alone, and that additional equitable remedies shall be permitted for such, and that any such equitable remedies shall be nonexclusive and without bond. The Parties hereby waive the right to trial by jury of any matters arising out of this Agreement or the conduct of the relationship between the Parties.
- 33. Arbitration. Refer to Schedule G.
- 34. Interpretation. Both parties have participated in the drafting of this agreement. No presumption shall arise owing to one party having drafted this agreement. Titles and captions here are for courtesy only and shall not have any interpretive weight in any dispute regarding this agreement. All schedules, appendices and exhibits referred to herein are expressly incorporated by reference and are a part of this agreement.
- 35. Conflicting Terms. In the event of an explicit conflict between the details of a mutually signed Schedule and those of this Agreement, the terms of the Schedule shall govern. In all other cases, including without limit instances where the Schedule is silent, this Agreement shall govern.
- 36. Venue/Binding Effect. The Parties consent to the jurisdiction and venue of the State District Court in Bakersfield, California. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, executors, administrators, and nominees.
- 37. Limitation of Actions/Materiality. Time is of the essence in this Agreement. No claim or action concerning, related to, or arising out of this Agreement or any breach of or default under this Agreement, may be commenced by Client more than twelve (12) months after the occurrence of any such breach or default, or events giving rise to claim. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims from others, whether filed or not, arising against Paragon.
- 38. Modification/Effect of Waiver. No waiver or modification of this Agreement, in whole or in part, will be valid unless in writing and duly executed by each of the parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
- 39. Force Majeure. If by reason of acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, terrorism, or federal, state or local law, order, rule, or regulation, either party is prevented from complying with any term or condition of this agreement, or from complying with any express or implied term in the agreement, then while so prevented the term or condition shall be suspended and the party shall be relieved of the obligation of complying with such covenant and shall not be liable for damages for failure to comply with it. Any obligation of either party shall be extended for as long as it is so prevented from complying with any condition or covenant in the agreement.
- 40. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall count as originals.
- 41. ENTIRE AGREEMENT. THIS AGREEMENT AND ITS SCHEDULES, HEREBY REFERED TO AS "THE CONTRACT" AND/OR "AGREEMENT", CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES REGARDING ITS SUBJECT MATTER AND WILL SUPERSEDE ANY AND ALL OTHER AGREEMENTS, UNDERSTANDINGS AND REPRESENTATIONS BY AND BETWEEN THE PARTIES RELATING TO SUCH, WRITTEN OR VERBAL. THE PARTIES AFFIRM THAT THEY ARE SOPHISTICATED, THAT THIS IS A FULLY-INTEGRATED AGREEMENT, THAT IT IS NOT A CONTRACT OF ADHESION, THAT IT WAS FREELY NEGOTIATED FOR VALUE, THAT EACH PARTY HAD AMPLE BARGAINING POWER, THAT NO PAROL EVIDENCE SHALL BE ADMISSIBLE OR USEABLE FOR ANY PURPOSE IN ANY DISPUTE ARISING UNDER THIS AGREEMENT, THAT THE PARTIES HAVE BEEN URGED TO SEEK INDEPENDENT COUNSEL REGARDING THE PROPRIETY OF ENTERING THIS AGREEMENT, AND

THAT THE PARTIES HAVE HAD AMPLE TIME TO ATTAIN SUCH COUNSEL AND HAVE EITHER OBTAINED SUCH OR FREELY ELECTED TO PROCEED WITHOUT IT. CLIENT SHALL INDICATE THEY HAVE READ, UNDERSTOOD, AND HAVE AGREED TO THIS CONTRACT BY SIGNING PARAGON'S ESTIMATE &/OR INVOICE.

- 42. Warnings: This is not intended to be an all inclusive list of warnings and is only provided as a courtesy. It is Buyers responsibility to check all local, regional, state, and federal laws that pertain to various warnings.
 - (a) CA Proposition 65: Drilling, sawing, sanding or machining wood products generates wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection.
- 43. Schedules. Client has read all applicable Schedules & Forms and hereby agrees with those provisions. Available schedules & Forms:
 - Schedule A: Specifications
 - Schedule B: Payment
 - Schedule C: Installation Services
 - Schedule D: Consultation Services
 - Schedule E: Delivery
 - Schedule F: Warranty
 - Schedule G: Arbitration

- Form 01: Maintenance Inspection
- Form 02: Visitors Log
- Form 03: Complications Log
- Form 04: Person Credit Application
- Form 05: Business Credit Application
- Form 06: Punch List & Final Inspection

Schedule A Specifications

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what details or specifications Paragon has understood Client is expecting when goods &/or services are purchased. If a detail or specification is not listed on this document or on Paragons quote/invoice then it shall be accepted that such detail or specification is not required.

Goods sold:

1. Measurements: All measurements shown shall be considered estimates only.

- 2. <u>Condition</u>: All goods are sold in used condition, unless specifically stated otherwise on quote/invoice. Paragon recommends Client purchase a new bridge if perfectly straight or perfectly defect free steel is desired. It should be assumed that there will be some degree of damage or defect that may need to be repaired prior to usage. Additional parts, pieces, modifications and alterations may be needed in order to meet Clients needs at an additional cost to Client.
- 3. Paint: Most secondhand/reconditioned bridge decks/railcars will already have existing paint. Color and condition of existing paint varies. Painting services include prep work to goods sold. Such prep work may include: pressure washing, wire wheel grinding, and sandblasting. Paragon shall determine, at its sole discretion, which prep methods are to be used. Paragon shall make reasonable effort to get goods to a condition to accept paint. Painting is usually performed outdoors. As such, delivery schedules may need to be revised.

a. Definition:

- Paint: This is a very generic term used by Paragon that is used to describe any coating that is applied to materials. Please refer to your quote/invoice to see what type of coating is included.
- ii. Primer: Paragon uses primers that are suitable for use with or without a "top coat". While the performance of the primer is not affected by weather, the primer will chalk and fade as it is does not have any UV protection. Primer is usually a very flat coating with little to no sheen.
- iii. DTM: "Direct To Metal" coatings are sometimes touted by some manufacturers as a combination of a primer and a top coat but Paragon believes they are generally closer to a primer. Paragon may at times use DTM coatings.
- iv. Top Coat: This is applied over a primer or a DTM coating. It gives a higher gloss and provides UV protection. It has a higher sheen than the primer or DTM.
- v. Clear Coat: This is applied over the top coat to give it a higher gloss and better UV protection.
- b. Paint Manufacturers: Paragon's primary provider of paint is Sherwin Williams. However, Paragon may use alternative paint manufacturers.
- c. Colors: Unless specified on quote/invoice, Paragon's default paint color is a reddish brown referred by Paragon as "boxcar brown".
- d. What gets painted: Paint service generally only applies to the sides of the bridge deck / railcar that is visible beyond the bridge/railcar. Ends, top, and bottoms are generally not included. Refer to quote/invoice to see how many square feet of new paint is being included.
- 4. <u>Handrails/guardrails</u>: Paragon strongly encourages Client to apply handrails/guardrails to any bridge project. Refer to drawings of specific guardrails to see what standards they comply with. It is Clients responsibility to determine if Jurisdictional Laws require handrails or guardrails.
- 5. <u>Decking</u>: Bridge decks sold may or may not have a deck, unless specifically noted on quote/invoice. It shall be Clients responsibility to repair/replace/remove any decking that does not meet Clients desired use.
- 6. <u>Abutments</u>: Paragon may offer abutment designs that may or may not work for Clients particular job site. Such designs are only considered to give Client a general idea of what can be built. Paragon does not guarantee that any or all abutment designs will work for any or all job sites.

Engineering:

- 7. <u>PE</u>: Paragon utilizes third party professional engineering firms for all engineering. Any information provided to Client that is not stamped/sealed by a professional engineer shall be considered to be only an opinion and should be verified by a professional engineer.
- 8. <u>Standard Construction Drawings</u>: Paragon has developed "standard" construction drawings which were designed to accommodate a broad range of sites. Such drawings may be modified at an additional charge and are not guaranteed to be applicable for all sites. The Clients is responsible for verifying all the design loads and foundation assumptions are applicable to the bridge specific site requirements. Drawings may be stamped/sealed by a Colorado PE or any other stamp/seal that is available to Paragon at the time.
- Engineering Assumptions: Client should verify Paragon's assumptions are appropriate for their specific project. Assumptions include:
 - a. Maximum design loading: AASHTO H20 (unless delineated on quote/invoice)
 - b. AASHTO Prescribed wind load: 300plf on girders
 - c. AASHTO Seismic Specification
 - d. Assumed Soil Parameters:

Type: Sands

Phi (angle of internal friction): 30 degrees

Maximum soil bearing pressure: 1,500 psf

10. <u>Custom designed drawings</u>: If the Standard drawings do not meet Clients site specific requirements, Paragon recommends site specific "custom" designed for an additional fee.

- 11. Optional features: All drawings (standard or custom) may illustrate additional features, options, additions, or up-grades that may not necessarily be included in this sale that may be required in order to achieve Clients desired usage. Paragon is not responsible for all such features, options, additions or upgrades unless contracted for such by Paragon.
- 12. **Delivery of Drawings**: All drawings and supporting documentation shall be sent via electronic files.

General

- 13. Modifications: Paragon shall not be responsible for any modifications or alterations made by others.
- 14. Storage of goods sold: Unless otherwise noted on estimate/invoice, Paragon shall store goods sold for a period of up to 3 months after initial payment has been received at no additional cost to Client. After the allotted time, Paragon shall charge Client monthly storage and handling fees. Such fees shall be reasonable for the type and location of goods being stored. Paragon shall deduct fees from any deposits made if Client fails to pay for such fees.
- 15. Specifications: It shall be Clients responsibility to advise Paragon what Jurisdictional Laws the bridge needs to meet. Known specifications shall be included in Paragons drawings, if included, or on Paragons quote/invoice. No other details or specifications are known, and are not to be attributed as provided by Paragon.

--END OF SCHEDULE A--

Schedule B Payment

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what payment policies Paragon has in place when Client is purchasing goods or services. Paragon shall, at its sole discretion, determine which Class to categorize Client as. It shall be assumed Client is classified as Class A unless specified on invoice.

Unless mutually approved, in written, when quotes/invoices are short paid by Client, regardless of reason, such delinquencies shall be primarily attributed to failure to pay for warranties, if purchased, and shall relieve Paragon from such warranty coverages. Paragon still retains the rights under this Contract to collect moneys due.

- Class A: Full payment for all items and services sold will be required before order will be accepted.
- 2. <u>Class B</u>: Fifty percent (50%) of all items and services sold is required before order will be accepted/started. Balance of all unpaid items:
 - a. Is due at the time of delivery if Paragon is not installing items or;
 - b. Is due within fifteen (15) calendar days after installation is complete per "Paragon Sales and Installation" contract if Paragon installs items.
- 3. Class C: Full payment is due fifteen (15) calendar days after:
 - a. Items and/or services are delivered or:
 - b. After installation is complete per "Paragon Sales and Installation" contract if Paragon installs items.
- 4. Class D: Payment schedule:
 - a. 10% to start project
 - b. 20% when abutments are completed
 - c. 30% when bridge is set in place (not necessary "installed", just set in place)
 - d. Balance due no later than 15 days after installation is complete per "Paragon Sales and Installation" contract.
- 5. <u>Class E</u>: Fifty percent (50%) of all items and services sold will be required before Paragon starts the job. Balance is due before goods sold are shipped out.
- 6. Class F: Special consideration. Details shall be listed on quote/invoice.

While Paragon discourages the use of change orders, Paragon understands that at times it may be necessary or desirable for Client to request various changes in original work order. Any change to original order shall be subject to a minimum change order fee of \$500 in addition to the cost of the actual change order.

Payment methods

- 1. Cash
- 2. Check (personal or company)
- 3. ACH (similar to wire transfer)

--END OF SCHEDULE B--

Schedule C Installation Services

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what specifications, provisions, and performances should be expected when Installation services are purchased. If a detail or specification is not listed or mentioned on this document or on the invoice then it shall be accepted that such detail or specification is not required by Client.

Paragon may offer installation services. Such installations shall be according to available drawings. All known specifications, provisions, and performance expectations related to the installation of bridge structure shall be listed here.

- <u>Scope</u>: Paragon shall build bridge in a safe and environmentally sensitive manner. Unless specified on Paragons invoice, Paragon shall only be responsible for building items specifically listed as "installed" on Paragons invoice. Paragon shall install bridge per drawings, if available. Otherwise, Paragon will build bridge based on practical experience. In general, Paragon wishes not to be a dirt contractor and encourages Clients to find other contractors to build ramps/approaches and other dirt work.
- 2. <u>Limited Work Option</u>: One option Paragon may offer is a limited installation option or a cursory installation. This should not be considered to be a full or complete installation. Client has only purchased a limited amount of time. Paragon will do all it can, as best as it can within the allowed time frame for such a quick installation. Client should expect a considerable amount of work to be left undone by Paragon. Completing such work will be the Clients responsibility.
- 3. <u>Timetable</u>: Timetable shall be listed on invoice, otherwise no specific timetable has been set, therefore Paragon shall commence at its earliest convenience.
- 4. Materials: See Schedule A for material specifications.
- 5. <u>Inspection/testing</u>: Paragon shall allow Client, or its agents, to make necessary inspections or testing so long as such activities do not interfere with Paragons progress. Any persons making such inspections or testing shall fax their certificates to Paragon and shall direct any and all concerns, comments or problems to assigned Project Manager in writing. Paragon reserves the right to invoice Client for any time delays or materials damaged during Clients inspection/testing. Client shall give written notice to Paragon 24 hours in advance prior to any inspection/testing.
- Modifications: Paragon reserves the right to make certain modifications or alterations to drawings, without Clients approval, so long as such modifications are not detrimental to the structural capacity of the bridge. Client may also request certain modifications, at Clients expense.
- 7. <u>Delivery</u>: See Schedule E for delivery specifications.
- 8. **Landscaping**: Paragon shall make reasonable effort to minimize damage to landscaping, however, Paragon shall not be responsible for any facet of landscaping repair whatsoever regardless of where damages occur. Client should expect a certain amount of landscaping damage. Client is responsible to take reasonable measures to minimize damage made by Paragon such as covering or removing sensitive plants, turning off sprinklers, and trimming trees back.
- 9. Worksite: Client shall provide a clean, safe, and fully accessible staging site and installation site, including fully useable routes of ingress and egress for delivery of goods, supplies, tools, and machinery. Paragon shall be allowed to section off the entire work site. No one other than Paragon and its agents shall be allowed to enter the work site unless prior approval is given by Paragon. Safety in the work site is always a priority and as such Paragon will provide an escort to any visitors coming into work site regardless of whom they are or who they represent. This includes any government agencies such as law enforcement and EPA. Such escorting will be at Clients expense and will be billed at an hourly rate. It shall be Clients responsibility to prevent unwanted visitors from coming onto work site. Client agrees to indemnify, defend, and hold Paragon harmless against any and all accident claims, whether filed or not, arising against Paragon.
- 10. <u>Complications</u>: Paragon reserves the right to charge Client for any additional time or materials required due to any unforeseen circumstances such as, but not limited to: Water entering

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excavated trench(s), removing or working around rocks, especially during excavation, Correcting or amending soil conditions, especially during excavation. Client understands that it is not practical for Paragon to stop working in order to allow Client time to investigate such conditions. Instead, Paragon is required to take pictures of any such condition and make them available to Client along with a detailed report of the problem, the corrective action, and a list of time and materials needed to correct problem.

- 11. <u>Change orders</u>: Paragon shall be under no obligation to accept change orders after the Parties have entered into this Agreement. However, where Paragon agrees to accept a change order, it may demand full payment for the cost of making such change at the time of its acceptance of the change order. Any change order must be in writing and signed by the Parties. Paragon reserves the right to charge a minimum processing fee for any and all change orders.
- 12. <u>Cost of Materials</u>. All materials necessary for Installation as per this Contract, including accepted punch lists related thereto, shall be purchased and paid for by Paragon so long as they are included in Paragon's written scope of work.
- 13. <u>Risk of Impeded Installation</u>. Client agrees to bear any and all risks of delay and impediment in installation of bridge hereunder, and shall owe Paragon the relevant installation fees each time Paragon's installation crew attempts installation, irrespective of whether or not installation was completed, so long as the delay or impediment is caused through no fault of Paragon.
- 14. <u>Punch Lists</u>. Paragon shall notify Client of the expected installation completion date. Client shall have (3) days from the expected installation completion date to inspect the work and create a written list of unfinished items, missing items, and/or items requiring repair or "touch-up". This list shall be considered the Punch List. Such list shall be provided to Paragon. Paragon shall remedy the items on the Punch List as quickly as possible so long as not contrary to any term of Paragon's Contract and such items are included in Paragon's written scope of work. Paragon shall be granted time to obtain any materials necessary to complete the Punch List.

Failure of Client to comply with this section within the allotted three day period listed herein shall operate as a forfeiture of any rights to Punch List work and will be deemed an admission that the work is completed to Client's entire satisfaction and within the scope of this agreement. This Punch List inspection shall be considered a Final Inspection should there be no items to include on a Punch List or no Punch List was created.

- 15. <u>Final Inspection</u>. Client shall inspect the bridge to ensure Punch List items have been satisfactorily remedied within 1 week of notification of completion of Punch List work, and such inspection and acceptance shall be final. If Client fails timely to inspect the items on the Punch List, the failure shall be deemed an acceptance of the bridge, delivery, and installation, and any acceptance shall be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. Client may cancel Final Inspection should they physically find items on Punch List, per the terms set forth under the Punch List section of this agreement, that still remain unfinished. Paragon would then be required to complete Punch List items before (re)scheduling a Final Inspection.
- 16. <u>Bump</u>: Unless otherwise agreed to, in writing, the bridge shall be considered to be satisfactorily completed and Paragon's scope of work satisfactorily fulfilled should Client start using the bridge before Paragon has declared it is finished. All Punch List items, if a Punch List was created, shall be deemed waived, completed, or void. Client declares an acceptance of the bridge, delivery, and installation, and shall be deemed a waiver of any right to revoke acceptance at some future date. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising against Paragon from incomplete work.
- 17. <u>Claims</u>. Any unaccepted aspect shall be a "Claim." Paragon shall not be liable for any claims unless they are received in writing by Paragon within seven (7) business days after Installation of the Bridge, with photographic evidence included, and 30 days has been given for investigation by Paragon's representatives. If Paragon accepts the claim, Paragon shall determine at its sole discretion whether to repair, replace, refund, or issue credit for, any portion of Bridge Project covered by a claim.
- 18. <u>Specifications</u>: It is Clients responsibility to advise Paragon as to any Jurisdictional Law need to be followed. Paragon is not liable for any work left incomplete that is outside of Paragon's written scope of work, nor for any work performed by others. Any work performed on the bridge by

e. *

others shall release Paragon of any liability from the entire bridge project. Client shal indemnify and hold Paragon harmless for any and all claims arising therefrom. Known special or specific specifications shall be included in Paragons drawings, if included per Paragons Invoice. No other details or specifications are known by Paragon unless expressly included in this document and accepted by Paragon.

--END OF SCHEUDLE C-

Schedule D Consulting Services

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what provisions and performances should be expected when Consultation services are purchased. If a detail or specification is not listed or mentioned on this document or on the invoice then it shall be accepted that such detail or specification is not required or otherwise within the scope of work to be performed by Paragon. Paragon may offer consultation services. These services should not be considered to be "installation services" whatsoever.

- <u>Scope</u>: A detailed list of services included shall be listed on Paragons invoice. Paragon may send at least one of its agents to the job site at specific events or times as noted on invoice. Such events are usually:
 - a. <u>Prior to any work done to site</u>. This will give Paragon the opportunity to advise Client where bridge could be installed. The pros and cons with various building sites, obstacles to avoid, etc.
 - b. <u>After abutments are excavated</u>: This will give Paragon the opportunity to ensure excavated site is as intended. Errors should be caught early in order to avoid delays.
 - c. After abutments are erected: This is a good time to ensure the abutments were poured, erected, and/or build properly. If there are any errors at this point it will give Client the opportunity to make changes before the bridge arrives. It also gives Paragon the opportunity to possibly make modifications to the bridge structure before the structure leaves Paragons facility.
 - d. When bridge is being set in place: Paragon may be there to provide technical assistance and historical advice such as where the lift points are at on the bridge structure, how to properly set the bridge on the abutments, how to properly secure the bridge to the abutments, and any other finish work that may be necessary.

Other services offered include assisting Client to locate and schedule vendors and contractors who will do the actual building of the bridge. Paragon may make itself available to answer questions or concerns vendors/contractor may have. Client shall pay such vendors/contractors directly. Paragon shall not be responsible for the craftsmanship, reliability, or final product of such vendors/contractors. Paragon will do its best to find the most cost effective vendors/contractors but it is ultimately the Clients responsibility to ensure vendors/contractors meets their expectations.

- Included: Only services clearly detailed on invoice are included. This shall supersede any other service details implied or verbally communicated.
- 3. <u>Additional Charges</u>: Any time worked at the job site over hours specified on invoice will be billable at an hourly rate plus any additional travel expenses such as hotel, meals, and car rental as well as any other re-booking/re-scheduling fees. Keeping Paragon's employees/agents at job site for just an extra 30 minutes may put that employee/agent into a situation where he/she is required to stop working for the day and stay the night at a hotel due to cumulative hours worked in that day or week. Such unexpected expenses shall be billable to Client. It shall be the Clients responsibility to advise when Paragon may leave site.
- 4. <u>Excluded</u>: Paragon shall not be expected or allowed to perform any physical work whatsoever. Paragon shall only give recommendations based on experience and should not be expected to be the single source of information Client is relying on. Other exclusions may apply per state, county, and city law.
- 5. <u>Timetable</u>: Timetable shall be listed on invoice, otherwise no specific timetable has been set, therefore Paragon shall commence at its earliest convenience.
- 6. Materials: No materials are included in "consultation services".
- 7. <u>Modifications</u>: Paragon shall not be responsible for any modifications or alterations.
- 8. <u>Specifications</u>: Paragon's consultation services is based on experience and, unless specifically included in quote/invoice, does NOT include professional engineering services. Client shall indemnify and hold Paragon harmless for any and all claims arising therefrom. Known special or specific specifications shall be included in Paragons drawings, if included per Paragons Invoice. No other details or specifications are known by Paragon unless expressly included in this document and accepted by Paragon.

--END OF SCHEUDLE D--

Schedule E Delivery

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what specifications, provisions, and performances should be expected when delivery services are purchased. If a detail or specification is not listed or mentioned on this document or on the invoice then it shall be accepted that such detail or specification is not required.

- <u>Timetable</u>: Paragon to work with Client in determining a reasonable delivery schedule. It should be known that Paragon utilizes third party delivery carriers and their schedule is beyond Paragons control.
- Materials: Materials included to be delivered shall be listed on Paragons quote/invoice. Various
 materials usually arrive at different times. Paragon will communicate with Client to advise what is
 scheduled to be delivered.
- 3. <u>Truck Delivery</u>: Goods delivered via truck shall, at a minimum, have wheels, trucks, and couplers removed. Additional parts, pieces, components or section may need to be removed, at Clients expenses, before such equipment is ready to be set in place. Paragon recommends that Client inspect equipment prior to deliver to ensure all necessary parts/pieces are as needed. Goods shall be considered delivered to Client when truck gets as close to Clients desired drop off site as driver feels prudent. Client shall be given two hours to unload delivery truck.

Paragon shall make every reasonable attempt to deliver items on schedule and as close to Clients delivery site as practical utilizing Paragons own equipment or Paragons authorized agent(s) equipment. Client shall be responsible for:

- a. Any and all additional expenses incurred by Paragon due to:
 - i. Poor directions given by Client.
 - ii. Inability to access Clients delivery or job site.
 - iii. Federal or State required re-routing.
 - iv. Federal or State required closures.
 - v. Delivery equipment getting stuck while trying to deliver goods.
 - vi. Government issued permits
- b. Such expenses are generally incurred due to poor weather conditions, road construction, or required by various government agencies. Paragon shall make reasonable effort to communicate with Client if such additional expenses are expected but such communication is not required.
- 4. Inspection while on Truck: Client shall be allowed the opportunity to thoroughly inspect delivered goods prior to unloading goods. Any defects shall be documented and signed by Client and delivery driver and Paragon notified before good are unloaded. A second inspection shall be performed immediately after being unloaded, but before delivery truck leaves. Any defects shall be documented and Paragon notified immediately. If Client fails timely to inspect the delivered goods or fails timely to note unacceptable elements of the delivered goods, in signed writing delivered to Paragon, the failure shall be deemed an acceptance of the delivered goods and any acceptance shall be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. It shall be the responsibility of Client to load unacceptable goods back onto Paragons delivery truck, at Clients expense. Client shall be responsible for freight expense to ship goods back to Paragon. Paragon is not responsible for any damages caused to good while goods are being unloaded.

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- 5. Railroad delivery: Quoted prices are only an estimate and will adjust based on the actual number of miles railcar is moved. When goods are delivered via railroad Paragon is only responsible for communicating to delivering railroad(s) where equipment is to be delivered to. Paragon has no control of railroad timelines. It is Clients responsibility to ensure railroad is willing to deliver to desired railroad site and to get permission to perform needed dismantling work at that site. Railcar is considered "delivered" to Client when railcar is spotted in the area the railroad deems most appropriate and not necessarily where Client would like the railcar spotted. Client is purchasing the railcar moving on its own wheels and is responsible for all facets of dismantling and cleaning site up. Paragon may retain ownership of railcar wheels/truck sets and other railcar components. Client is responsible to load such retained parts onto a Paragon supplied truck at Clients expense within 60 days of delivery. Client agrees to purchase parts for a sum equal to 50% of railcar's purchase price should there be a failure to return parts within allotted time frame. Client is responsible for any fees charged by railroad, such (but not limited to) as storage fees, clean up fees, and access fees. Paragon is not responsible for any damages caused to good while goods are being unloaded. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising from any facet of railroad delivery and inspections.
- 6. Inspection while on railroad: Client shall be allowed the opportunity to thoroughly inspect delivered goods prior to removing goods from railroad tracks. It shall be Clients responsibility to obtain any necessary permission to perform such inspections. Client has 48 hours from the time goods arrive via railroad to reject goods. If Client fails timely to inspect the delivered goods or fails timely to note unacceptable elements of the delivered goods, in signed writing delivered to Paragon, the failure shall be deemed an acceptance of the delivered goods and any acceptance shall be deemed a waiver of any right to revoke acceptance at some future date with respect to any defect that a proper inspection would have revealed. Railcars shall be deemed acceptable to Client once ANY work is done to railcar. Client shall be responsible for freight expense to ship goods back to Paragon.
- 7. Property damage: Paragon or its agents shall not be responsible for any damages to property, landscaping or fixtures caused by delivery equipment. Paragon shall make reasonable attempt to minimize such damages. Furthermore, a certain amount of landscaping damage should be expected. Client agrees to indemnify, defend, and hold Paragon harmless against any and all claims, whether filed or not, arising from delivery of goods.
- 8. **Special requests**: All special requests shall be submitted to Paragon, in writing, at least 7 calendar days before goods ship out.

--END OF SCHEUDLE E--

Schedule F Warranty

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate what warranties Paragon may offer to Client. Type A warranty is the default unless expressly included, and paid for in full, on invoice. All goods and/or services sold and performed under this Agreement are Warranted as follows:

Type A: (AS-IS) Paragon expressly limits any and all warranties to the minimum amount required by law in the controlling jurisdiction. Paragon makes no warranty, express or implied, as to suitability, specifications, and fitness of any materials or service for any specific purpose. Client agrees to indemnify and hold Paragon harmless for any and all claims arising therefrom. All sales are final.

Type B: (AS-IS WITH DANGERS AND RISKS) All terms of Type A plus: Paragon discloses, and Client acknowledges, that the items sold and/or installation is materially damaged, potentially dangerous, and may contain and leech noxious and hazardous chemical residue and waste. Client agrees to assume any and all risks associated with the presence and use of item(s) sold and/or Installation, and specifically indemnifies and holds Paragon harmless for such liabilities risks and dangers, including without limit any liabilities relating to environmental cleanup necessitated by the presence or use of the item(s)/Installation. All sales are final.

Type C: (ONE YEAR LIMITED BRIDGE WARRANTY) The Bridge and/or Installation are expressly warranted to Client for a period of one year from original date of construction completion to be merchantable and fit for use as a bridge as defined in Paragon's Schedules and/or Paragon's engineering details, if included or available. Components covered under this warranty include the main bridge super structure itself (excluding the decking), its abutments and connection fittings so long as they are all supplied &/or built by Paragon or its agents under Paragon's control and are not tampered with or altered and are properly maintained by Client, at Clients expense. Warranty does not cover normal wear and tear, abuse, vandalism, cracks in concrete, cracks in wood, settlement, or damages arising from overloading or traveling at excessive speeds. Other items not covered in warranty include handrails, guardrails, signage, approaches, grading, drainage, dirt work, and erosion control. Proper maintenance includes, but not limited to, removing all debris from water way immediately and should not be allowed to contact the bridge super structure, including abutments/piers, whatsoever or allow water to backup in the water way, as well as performing routine inspections. Any defects with the bridge structure or any of its components shall immediately be reported to Paragon and bridge shall be taken out of service by Client. Paragon shall not be responsible for indirect or associated damaged caused by failure(s) or damage caused while repairing defects.

Routine bridge inspections shall be performed by qualified individuals. Routine inspections, at a minimum, shall be conducted 6 months after initial bridge installation then 12 months thereafter for a period of 3 years then 36 months thereafter in perpetuity unless there are more stringent Jurisdictional Laws which will supersede these minimum requirements. Such inspections shall be sent to Paragon within 1 month after each inspection. Bridge inspectors shall be familiar with the following publications:

- AASHTO Manual for bridge evaluation
- FHWA Bridge Inspector's Reference Manual
- FHWA Specifications for the National Bridge Inventory Bridge Elements
- FHWA Recording and coding guide for the structural inventory and appraisal of the nation's bridges.
- State specific element inspection manual, such as: CalTrans Element Inspection Manual, or equivalent.
- State specific bridge specifications, such as: CalTrans Bridge Design Specifications, or equivalent.

Type D: (THREE YEAR LIMITED BRIDGE WARRANTY) Such warranty shall be identical to warranty "Type C" except where the term is lengthened to a total of three years instead of one.

<u>Type E</u>: (FIVE YEAR LIMITED BRIDGE WARRANTY) Such warranty shall be identical to warranty "Type C" except where the term is lengthened to a total of five years instead of one.

Type F: (SPECIAL) Such warranty shall be identical to warranty "Type C" except where the term is lengthened as per terms on quote/invoice.

-- END OF SCHEDULE F--

Schedule G Arbitration

Phone: 661-577-4371 Fax: 661-577-4372 www.ParagonBridgeWorks.com

This document was created to better communicate how legal disputed will be handled.

Paragon and Client hereby agree that any right or dispute arising under this Agreement shall be resolved by binding arbitration, performed by the American Arbitration Association. Either party shall have the right to end Arbitration at any time prior to resolution and refer such dispute in part or whole to the proper court of law under the other terms and provisions of Paragon's contractual terms.

-- END OF SCHEDULE G--

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Client Supplied Addendum A

On behalf of the Townsend Water Department and the Town of Townsend, we have read, considered, and agree to the terms listed on the documents referenced below as well as Paragon's Sales Contract. We have the ability to access all necessary documents online or otherwise have been offered a printed copy.

Reference Documents

(1) ParagonBridgeWorks Quote #PBWQ3263 Dated July 13, 2018

Board of Water Commissioners:		
Lance Lewand, Chairman	<u> </u>	
zamen zewana, enamman		Date
Mike MacEachern, Vice Chairman		Date
Nathan Matilla, Clerk		Date
Board of Selectmen:		
Sue Lisio, Chairman		Date
Cindy King, Vice Chairman		Date
Wayne Miller, Clerk		Date

GOODS AND SERVICES AGREEMENT

The following provisions shall constitute an Agreement between the Town of Townsend, acting by and through its Board of Selectmen, hereinafter referred to as "Town", and SHEPCO of 55 Main Street hereinafter referred to as "Contractor", effective as of the 1st day of July, 2018. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Landscaping Services. The Contractor shall perform all work in accordance with the specifications contained in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder on or before June 30, 2019.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$27,700.01 in accordance with the provisions of the specifications, or as set forth in an attachment hereto.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: APPLICABLE LAW:

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

ARTICLE 8: ASSIGNMENT:

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

ARTICLE 9: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. Additionally, all amendments and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 10: INSURANCE:

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

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

Workers' Compensation Insurance Coverage for all employees in accordance with Massachusetts General Laws

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes. Social Security Number or Signature of Individual or Federal Identification Number Corporate Name By: Corporate Officer (if applicable) IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written. CONTRACTOR TOWN OF TOWNSEND by by its Board of Selectmen Sue Lisio, Chairman Printed Name and Title Cindy King, Vice-Chair Wayne Miller, Clerk Approved as to Availability of Funds: Town Accountant Contract Sum



CHAPTER 90 – REIMBURSEMENT REQUEST

updated 8/2012

Ci	City/Town: Townsend P	Project: Reclaim and resurface Old Turnpike Rd
Pre	roject request was approved on9/8/17	for \$54,380.00
at	t 100% Reimbursement Rate = \$ 254,380.00	•
1)	Attached are forms which document payment of approve for which we are requesting \$_218,132.92	ed expenditures totaling \$\at the approved reimbursement rate of 100%.
2)	The amount expended to date on this project is \$	218,132.92
3)	Is this request for a FINAL payment on this project?	Yes No
4)	Remarks:	
	CERTIFICA	ATION
	1/	Policies and established Municipal Standards that Superintended (Date)
В.	I/we certify under penalties of perjury that the items a examined; that they are in conformity with our e applicable statutes and regulations; that they are propfor this work; and that Executive Order No. 195, da acknowledged as applicable.	existing wage schedule, equipment rates, and all perly chargeable to the appropriation(s) designated
RE	EVIEWED AND APPROVED FOR TRANSMITTAL	
y	(Accounting Officer's Title).	(Duly Authorized)
	DATE	(Duly Audiofized)

CHAPTER 90 – REIMBURSEMENT REQUEST

updated 8/2012

Cit	y/Town:	Townsend		Project:	Reclaim and	I resurface ½ mile of South Row Rd.	
Pro	ject request was ap	proved on	9/8/17		for \$	159,686.00	_
at l	00% Reimburseme	ent Rate = \$	159,686.00		•		
1)						g \$ 157,673.48 d reimbursement rate of 100%.	_
2)	The amount exper	nded to date on t	his project is \$	157,673	.48	-	
3)	Is this request for	a FINAL payme	ent on this project?	G.	es No		
4)	Remarks:						
			CERTIFI	CATION			
A.	itemized and sun	nmarized on th with the MassD	of perjury that the	e charges the true an sion Policio	d correct, an	terials, equipment, and services d were incurred on this project shed Municipal Standards that	=
B.	examined; that applicable statute	r penalties of p they are in co es and regulation d that Execut	onformity with ou ons; that they are p	ns as listed r existing properly cl	or summari wage sched	zed on the attached forms were ule, equipment rates, and all the appropriation(s) designated and Chapter 11, Section 12 is	
RE	VIEWED AND A	PPROVED FO	R TRANSMITTAI	L		X	
by	(A	ccounting Officer's Til	T RG	Signed:		(Duly Authorized)	CHER

*

Town of Townsend, MA Tuesday, July 31, 2018

Chapter 112. Streets and Sidewalks

§ 112-14. Unregistered motor vehicles.

[Added 3-16-1966 ATM by Art. 27; amended 5-4-1987 ATM by Art. 70; 10-21-2003 STM by Art. 32]

- A. No person or entity shall keep or permit to be kept on any premises within the Town of Townsend more than one unregistered motor vehicle assembled or disassembled unless said vehicles are stored within an enclosed building. The one unregistered motor vehicle shall be no closer than 75 feet to a public way, and no closer than 75 feet to the property line of another.
- B. For good cause shown, the Board of Selectmen may issue a permit to keep more than one unregistered motor vehicle on any premises not within an enclosed building, after a duly called public hearing to which all abutters to the premises have received a notice if it finds that such keeping:
 - (1) Will not adversely affect the neighborhood;
 - (2) Will not be a nuisance; or
 - (3) The keeping of such vehicles will not be in conjunction with a use that is:
 - (a) Otherwise not permissible in the zoning district; or
 - (b) Is permissible by a special permit from the Zoning Board of Appeals but no permit has been granted.
- C. All permits granted shall limit the number of unregistered motor vehicles to be kept on the premises by the permit holder, shall not run with the land, and shall be limited to a reasonable length of time to be determined by the Board of Selectmen.
- D. The provision of Subsections A through E, inclusive, of this section, shall not apply to motor vehicles designed and used for farming purposes, nor to persons or entities in the lawful exercise of licenses granted under MGL c. 140, §§ 58 and 59.
- E. The Board of Selectmen shall enforce this section. No other Town official shall have the authority to enforce the section. No other Town official shall investigate any potential violations. Upon a written complaint to the Board of Selectmen a designated member of the Board shall perform a site inspection and investigation and shall report his findings to the Board in writing. The report shall contain the vehicle(s) identification number(s) and the property address on which the vehicles(s) is located. If the report finds that the vehicle(s) is in a violation of this section, the Board of Selectmen shall send a certified letter to the owner of the land, on which said vehicle(s) is parked, and the property owner will have 30 days to remove said vehicle. Whoever violates any provisions of this section of the Townsend General Bylaws shall be liable for a penalty of \$100 per day for each day of violation. Violations will be calculated from the date of the certified mailing. No penalty will be assessed if the vehicle(s) is removed within 30 days and there are no subsequent violations on the same property.

RECEIVED 3.16

Law Office of Michael L. Norris

171 Locke Drive, Ste. 108 Marlborough, MACO 1752.

V. SOARD OF SE

CHAPT 'S

Michael J. Norris, Esq. mnorris@minattorney.com Office: (508) 624-7733 Facsimile: (508) 229-2600

July 10, 2018

Town of Townsend Board of Selectmen

272 Main Street

Townsend, MA 01469

Town of Townsend Planning Board

272 Main Street

Townsend, MA 01469

Town of Townsend Board of Assessors

272 Main Street

Townsend, MA 01469

Town of Townsend Conservation Commission

272 Main Street

Townsend, MA 01469

Massachusetts State Forester

c/o The Commissioner of the

Mass. Dept. of Conservation & Recreation 40 Cold Storage Drive

251 Causeway Street

Boston, MA 02114

Massachusetts State Forester

Mass. Dept. Conservation & Recreation

P.O. Box 484

Amherst, MA 01004

RE:

Property owned by Sylco Realty Corp.

105 Bartlett Street

Marlborough, MA 01752

A portion of Townsend Assessor's Map 18, Block 65

To Whom it may concern:

Please be advised that I represent Sylco Realty Corp. owner of certain parcels of land on Scales Lane, Townsend, Massachusetts. I have been authorized and directed by Sylco Realty Corp. to do all acts necessary to remove the property from Chapter 61B status and obtain a release of the Tax Lien and Right of First Refusal, as provided for in the statute. Title to the property now stands in Sylco Realty Corp. The parcel is a portion of on Townsend Assessor's Map 18, Block 65. (See attached plan).

Please accept this letter as a formal NOTICE OF INTENT TO CONVERT the property from recreational us to commercial use and as formal NOTICE OF INTENT TO SELL the sale for commercial use. Enclosed please find a certified copy of the Purchase and Sale Agreement relative to the chapter land. No other property is being converted or sold as part of this transaction. The property is shown as proposed Lot 1, containing 5.98 acres of land.

The gross sales price is \$250,000.00. The land will be used for commercial purposes. The parcels of land subject to Chapter 61B contain approximately 5.98 acres of area respectively. Enclosed please find a copy of the Townsend Assessor's Map and prepared plan showing the parcel to be converted and sold. The agreement provides for a cash sale. There are no contingencies associated with the sale.

Respectively, Sylco Realty Corp. wishes to withdraw the property from the Chapter 61B tax and obtain a release of Townsend's Right of First Refusal. Sylco Realty Corp. will pay the necessary rollback taxes for the property at the time of the sale. Please place this matter on the agenda for either a Selectboard vote to waive the Right of First Refusal or for a Public Hearing to determine whether the town will exercise its Right of First Refusal. Finally, I have enclosed a copy of the Assessor's map and proposed plan for your convenient reference. If you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,

Michael J. Norris, Esq.

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04-6001326 07/01/2016 - 06/30/2017

Sorted: General - Type

Asset ID

|TOWNSEND| Net Book Value - Depreciation

4/23/2018 2:33:34 PM

07/01/2016 - 06/30/2017

Description Beginning Balance Additions Deletions Ending Balance Beg. Accum. Depreciation Current Deletion Total Reductions Net Book Value Depreciation Reductions

Asset ID	04-6001326 07/01/2016 - 06/30/201 Sorted: General - Type		1981-01 1985-01 1935-01 1975-49 1933-01 1975-49 1933-01 1975-49 1935-02 2008-04 1935-02 2008-05 1989-04 2003-25 1978-02 1935-03 2011-08 1989-06 1989-06 1989-06 1989-06 1989-07 2003-25 1999-12 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-13 2004-14 1934-16 1934-17 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18 1934-18
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Net Book Value - Depreciation Federal	7.7.7.7.7.7.7.7.7.7.7.7.7.7.7.7.7.7.7.	Aater Piping - 12" - 560' - Scales Lane Aater Piping - 8" - 800' - Dogwood, Willow, Aater Piping - 8" - 800' - Flitchburg Rd. Aater Piping - 8" - 800' - Flitchburg Rd. Aater Piping - 12" - 660' - Flitchburg Rd. Aater Piping - 6" - 1,800' - Highland St. Aater Piping - 6" - 1,800' - Highland St. Aater Piping - 6" - 500' - Cherry, Peach, Aater Piping - 8" - 200' - South Harbor, Aater Piping - 8" - 200' - South Harbor, Aater Piping - 8" - 2,800' - South Harbor, Aater Piping - 8" - 1,700' - South Harbor, Aater Piping - 8" - 1,700' - South Harbor, Aater Piping - 8" - 1,200' - South Harbor, Aater Piping - 8" - 1,200' - South Harbor, Aater Piping - 8" - 1,200' - South Harbor, Aater Piping - 8" - 1,200' - West Meadow Rd. Aater Piping - 8" - 1,200' - Mason Rd. and Aater Piping - 8" - 1,200' - Joudley Rd. Aater Piping - 8" - 1,200' - Joudley Rd. Aater Piping - 8" - 1,200' - Joudley Rd. Aater Piping - 8" - 1,200' - Joudley Rd. Aater Piping - 8" - 1,200' - Joudley Rd. Aater Piping - 8" - 1,200' - Joudley Rd. Aater Piping - Main Street Extension Truck - 2014 - Chevrolet 2500 Iruck - 2005 - Ford F-350 Iruck - 2008 - Ford F-350 Iruck	9,792.00 18,466.00 15,060.00 4,602.00 22,709.00 22,709.00 7,747.00 7,747.00 7,747.00 29,200.00 33,150.00 5,400.00 6,334.00 11,500.00 6,334.00 11,500.00 62,342.00 15,7139.00 62,942.00 39,809.00 15,7139.00 62,942.00 16,7139.00 62,942.00 16,341.00 16,341.00 16,341.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 16,342.00 17,5071.00 17,5071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 175,071.00 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Description Beginning Additions Deletions Ending Balance Beg. Accum. Current Deletion Total Reductions Net B Balance Balance Depreciation Depreciation Depreciation Reductions Net B 5,981,494.00 593,388.00 0.00 6,574,852.00 2,125,575.45 153,111.57 0.00 2,278,687.02	07/01/2016 Sorted: Gen	- 06/30/2017 eral - Type		Net B		- Deprecia	Lion					
5,981,494.00 593,358.00 0.00 6,574,852.00 2,125,575.45 153,111.57 0.00 2,278,687.02	Asset ID	Description	Balance Balance	US		nding Balance	Beg. Accum. Depreciation	Current Depreciation		otal Reductions	Net Book Value	
	Business Subtotal: W	iater	5,981,494.00	593,358.00	0.00	6,574,852.00	2,125,575.45	153,111.57	0.00	2,278,687.02	4,296,164.98	

0.00 2,278,687.02 4,296,164.98

153,111.57

0.00 6,574,852.00 2,125,575.45

5,981,494.00 593,358.00

Subtotal: Business

Culture a 2002-14 2003-22 2004-12 2005-11 2006-23 2007-05 2008-03 2009-05 2010-09 2011-07 2011-07 2011-10	Governmental	04-6001326 07/01/2016 : Sorted: Gen	Culture a 1929-01 1937-01 1975-37 1975-38 1950-02 1950-03 1998-09 1906-01 1971-01 1970-03 1990-02 2003-05 1929-02 1970-03 1970-02 1970-03 1970-02 1970-03 1970-02 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-03 1970-04 1990-02 2001-10 20003-15 1980-05 1980-06 1990-07 1998-06 1998-06 1998-06 1998-06 1998-06 1998-06 1998-06 1998-16 1998-16
Culture and Recreation 2002-14 Library Books 2003-22 Library Books 2004-12 Library Books 2006-11 Library Books 2006-23 Library Books 2007-05 Library Books 2007-05 Library Books 2008-03 Library Books 2010-09 Library Books 2010-09 Library Books 2010-09 Library Books 2010-00 Library Books 2010-01 Library Books 2011-07 Library Books		04-6001326 07/01/2016 - 06/30/2017 Sorted: General - Type	1929-01 Land - 276 Main St5 Acre 1937-01 Land - 264 Dudley Rd 1 Acre 1937-31 Land - New Fitchburg Rd 2.87 Acres 1975-38 Land - Brookline St062 Acre 1950-01 Land - 29 Highland St125 Acre 1950-02 Land - Highland St125 Acre 1950-03 Land - Highland St17 Acres 1950-04 Land - Highland St17 Acres 1938-09 Land - Highland St17 Acres 1930-01 Land - Dudley Rd 2.8 Acres 1930-01 Land - Dudley Rd28 Acres 1930-02 Land - Main St 2 Acres 1930-02 Land - Dudley Rd5 Acres 1930-03 Land - Old Tumpike Rd 5.9 Acres 1930-04 Land - Old Tumpike Rd 5.9 Acres 1930-05 Land - Olf Horseshoe Dr 4.65 Acres 1930-06 Land - Old Tumpike Rd 5.9 Acres 1930-07 Land - Old Tumpike Rd 5.9 Acres 1930-08 Land - Off Horseshoe Dr 7.67 Acres 1930-09 Land - Old Tumpike Rd 23.58 Acres 1930-01 Building - Riverside Cemetery Office 1937-02 Building - Hillside Cemetery Storage 1930-02 Building - Hillside Cemetery Storage 1930-03 Building - Hillside Cemetery Storage 1930-04 Building - Riverside Cemetery Storage 1930-05 Site Improvements 1930-01 Building - Riverside Cemetery Storage 1930-02 Building - Riverside Cemetery Storage 1930-03 Building - Riverside Cemetery Storage 1930-04 Building - Riverside Cemetery Storage 1930-05 Site Improvements 1930-06 Site Improvements 1930-07 Truck - Utility Dump 1937 - Ford F-350 1930-16 Library Books 1930-17 Library Books 1930-18 Library Books 1930-19 Library Books 1930-11 Library Books
28,148.00 26,560.00 25,502.00 11,103.00 18,106.00 23,280.00 28,829.00 32,178.00 29,618.00 32,230.00 32,230.00 32,703.00	Balance	Books	2,430.00 1,412.00 1,412.00 4,1630.00 4,1630.00 3,153.00 5,207.00 9,627.00 10,000.00 22,439.00 22,439.00 22,439.00 22,439.00 325,994.00 531,886.00 143,400.00 97,700.00 97,700.00 97,700.00 97,700.00 19,643.00 19,643.00 11,875.00 22,522.00 11,875.00 9,550.00 33,432.00 11,875.00 9,350.00 12,095.00 12,095.00 13,432.00 11,875.00 9,350.00 12,095.00 13,432.00 11,875.00 9,350.00 12,095.00 12,095.00 13,432.00 11,875.00 9,350.00 12,095.00 12,095.00 13,771.00 15,704.00 23,828.00 16,191.00 13,771.00 18,569.00 27,296.00
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28,148.00 26,560.00 25,502.00 11,103.00 18,106.00 22,116.00 24,1504.65 24,133.50 19,251.70 25,897.30 17,726.50 14,716.35	Depreciation	ation	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
0.00 0.00 0.00 0.00 0.00 0.00 1.164.00 2.882.90 3.217.80 2.961.80 3.984.20 3.984.20 3.394.20	Current Depreciation R		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
0.000	Deletion To Reductions		
28,148,00 26,560,00 25,502,00 11,103,00 18,106,00 23,280,00 27,387,55 27,351,30 22,213,50 29,881,50 20,949,50 17,986,65	Total Reductions		0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0
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2013-06 Library Books 2013-08 2 Sam Thorpe Paintings 2013-09 Grandfather Clock 2013-10 Mosaic Table 2013-11 2 Brownie Prints. 1 Signed by Cox. 1 Unsigned 2013-13 118 Antique Books 2013-14 Antique Oak Lectum 2013-15 Antique Oak Lectum 2013-15 Antique Oak Rentangular Tables 2013-17 10 Antique Preestanding Oak Bookcases Subtotal: Culture and Recreation	General Government 1939-07 Land - Tumpike Rd 6.85 Acres 1939-01 Land - 272 Main St 1.2 Acres 1982-01 Land - 272 Main St 1.2 Acres 1982-01 Land - 274 Main St 264 Acre 1975-02 Land - Apple Dr 461 Acre 1975-03 Land - Apple Dr 467 Acre 1975-04 Land - Apple Dr 467 Acre 1975-05 Land - Cherry Dr 464 Acre 1975-05 Land - Cherry Dr 402 Acre 1975-07 Land - Edward Rd 11.85 Acres 1975-07 Land - Fitchburg Rd 1.402 Acres 1975-07 Land - Fitchburg Rd 1.402 Acre 1975-07 Land - Haynes Rd 3.0 Acres 1975-10 Land - Laurel Ln 462 Acre 1975-11 Land - Laurel Ln 462 Acre 1975-12 Land - Laurel Ln 462 Acre 1975-14 Land - Laurel Ln 473 Acre 1975-15 Land - Laurel Ln 473 Acre 1975-16 Land - Laurel Ln 473 Acre	Governmental General Government 1975-17 Land - Lunenburg Rd 2.7 Acres 1975-18 Land - Lunenburg Rd 3.7 Acres 1975-19 Land - Lunenburg Rd 3.7 Acres	1998-02 Land Main St16 Acres LENG 1998-02 Land Main St16 Acres LENG 1998-02 Land Main St15 Acres LENG 2006-04 Land Meadow Rd1.5 Acres 2006-05 Land - Off Main St. 5 Acres 1901-01 Land - Off Main St. 5 Acres 1901-01 Land - Olf Meeting House - 23 Acre 1975-21 Land - Old Meeting House - 30 Acres 1996-01 Land - Old Meeting House - 30 Acres 1996-01 Land - Proctor Rd 494 Acre 2006-09 Land - Proctor Rd 494 Acre 2006-09 Land - Proctor Rd 494 Acre
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436,276.68	0.00 0.00 0.00 0.00 0.00 0.00 0.00 1,250.00 375.00 157.13 0.00 21,194.78 37,574.75 439.80 299.75	•	Current Depreciation R	3,445.60 0.00 0.00 0.00 0.00 0.00 0.00 0.00
4,342,196.98	0.00 0.00 0.00 0.00 0.00 0.00 0.00 63,001.40 4,625.00 5,812.50 15,975.00 4,625.33.34 6,205.00 63,793.00 243,739.97 995,730.88 6,816.90 3,597.00 68,503.88	ation	Beg. Accum. Depreciation	7,335,45 4,032,45 0,00 37,749,00 23,481,00 12,235,00 38,365,00 20,365,00 38,655,00 20,365,00 38,655,00 22,221,00 22,221,00 22,221,00 22,221,00 22,221,00 22,221,00 22,221,00 22,221,00 22,221,00 22,221,00 22,3619,00 22,3619,00 22,3619,00 22,3619,00 22,3619,00 22,3619,00 22,380,00 11,400,00 11,400,00 11,000,00 11,000,00 11,1000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 11,000,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00 12,500,00
19,643,525.00	83,500.00 89,100 891.00 112,873.00 145,000.00 71,487.00 64,999.00 118,000.00 118,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.00 15,000.0	Page 6 of 13 TOWNSEND! K Value - Depreciation Federal 07/01/2016 - 06/30/2017	Ending Balance	32,602.00 17,922.00 6,632.00 37,749.00 23,481.00 12,235.00 20,365.00 33,655.00 20,000.00 34,466.00 22,221.00 22,221.00 22,221.00 22,221.00 22,221.00 22,221.00 22,221.00 22,221.00 22,221.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.00 22,271.
0.00	000000000000000000000000000000000000000	Page 6 of 13 TOWNSE BOOK Value - I Federal 07/01/2016 - 06/3	Deletions	000000000000000000000000000000000000000
69,010.00	000000000000000000000000000000000000000	Net	Additions	000000000000000000000000000000000000000
19,574,515.00	83,500.00 83,500.00 891.00 12,873.00 145,000.00 71,873.00 10,849.00 10,849.00 15,975.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285.00 6,285		Balance	32,602.00 17,922.00 6,632.00 37,749.00 23,481.00 12,235.00 38,365.00 38,365.00 38,365.00 38,365.00 38,365.00 38,466.00 21,739.00 22,221.00 22,221.00 22,221.00 23,619.00 22,221.00 23,619.00 22,221.00 23,619.00 23,619.00 22,221.00 23,619.00 23,619.00 22,221.00 23,619.00 23,619.00 22,221.00 23,619.00 23,619.00 22,221.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 23,619.00 24,610.00 24,610.00 25,610.00 26,000.00 27,760.00 28,919.00 29,947.00
Subtotal: General Government	ety Land - 13 Elm St698 Acre Land - 8 Elm St125 Acre Land - 460 Main St124 Acre Land - 460 Main St114 Acre Land - 65 Main St117 Acre Land - 47 Main St117 Acres Land - 47 Main St178 Acres Land - Whitney Ln505 Acre Building - Ambulance Garage Building - Ambulance Garage Building - Fire Station #1 - Alarm System Building - Fire Station #3 Forest Fire Fighting Building - Fire Station #3 Forest Fire Fighting Building - Fire Station #3 Building - Folice	04-6001326 07/01/2016 - 06/30/2017 Sorted: General - Type	Description	Building Insulation & New Furnace Conversion Building Insulation & New Furnace Conversion Building Insulation & New Furnace Conversion Site Improvements - Demolition of Building Site Improvements Radio Tower After Market Add-ons to Paramedic Vehicle Medio 1 Truck Automobile - 1995 - Ford LTD Crown Victoria Truck - Utility - 1995 (Forestry #1) - Ford F-350 Pickup Truck - 2010 with Trailer Hitch - Ford SUV - 2012 - Ford Explorer Automobile - 2006 - Ford 500 Automobile - 2006 - Ford 500 Automobile - 2011 - Ford Taurus Automobile - 2013 - Ford Interceptor Automobile - 2013 - Ford Interceptor Automobile - 2013 - Ford Taurus Defibrillator Defibrillator Defibrillator Defibrillator Battery, Leads, Case Pagers - 24 Truck - Ambulance - 1999 Truck - Ambulance - 2006 Defibrillator/Monitor/2 Lifepack 500's (2) Zoll ProPaq/X-Series Equipment Upgrades Comm Ctr PSAP Grant Generator Rescue Tool Rescue Tool Rescue Tool Rescue Tool Truck - Fire - 1996 Truck - Fire - 1996 Truck - Fire - 1996
Subtotal: 6	Public Safety 2002-01 Le 1875-02 Le 1875-02 Le 1875-02 Le 2002-02 Le 2002-01 Le 1975-40	04-6001326 07/01/2016 ·	Asset ID Governmental	Public Safety 2012-04 2012-04 2012-04 20012-04 20012-04 2009-02 1998-10 2009-02 1995-01 1995-01 2011-03 A 2011-04 C 2000-07 D 2001-04 D

Subtotal: F	2017-14	2017-06	2017-04	2017-03	2016-14	2016-13	2016-10	2016-06	2016-05	2016-04	2016-01	2015-19	2015-17	2015-16	2015-15	2015-14	2015-13	2015-12	2015-10	2015-09	2015-08	2003-24	2011-06	2006-22	2005-10	2005-09	2004-10	2003-21	2003-20	2003-19	Public Safety	Governmental		Assection	Assort ID		Sorted: Ge	07/01/2010	04-6001326		1998-14 1998-15 1995-06	1998-13	1998-12	1988-03	2012-09	2011-05	2007-03	2005-21	2005-19	2005-08	2003-17	2002-10
Subtotal: Public Safety	West Townsend Fire Station	Gas Generator 100REZGD	2016 Dodge D4500 Ambulance	2017 Ford Interceptor Utility V6	2016 Ford Interceptor Utility	Land Improvements - Old VFW	Equipment Replacement	Various Equipment Replacement	American Legion - Land	Digital Console & Radio Alarm	2016 Ford Interceptor Utility	Fire Feasability Shidy	Carpet Replacement	Desktop Computers (10) / Laptops (2)	2015 Ford Fusion	2015 Ford Interceptor Utility	Stryker Power Pro Amb Cot	Firelight Transport High Pressure Dump	2013 Rawasaki UTV All Terrain Vehicle Model	Plymovent Vehicle Exhaust Systems	Lucas Automatic CPR Device	Biosystems Incident Tracking Software	Emergency Response Equip Incl Trailer	Lighting Trailer	All Terrain Vehicle	8 IMG Workstations with Software and	Data 911 Mobile Units with Installation	Computer Network, Hardware, and Backups	8 Kenwood Cruiser Radios, 8 Portables, 1	SMART Radar Enforcement Unit Telephone System	fety	ental		Description			Sorted: General - Type	07/01/2016 - 06/30/2017	Ö		Computer - Mobile Computer - Mobile Generator	Computer - Mobile	Computer - Mobile	Communications Console	Integrated Breathing Air Compressor	Protective Gear (32 Sets) FEMA Grant	HME Custom Fire Apparatus with Attachments	Rapid Intervention Air Packs	Hoses	2 Notebook, 1 Desktop Computer All Terrain Vehicle	11 Scott - Carbon Cyl & Valve	Truck - Fire 2002
7,165,968.75	0.00	0.00	0.00	0.00	26,839.00	47 100 00	14,592.00	15,000.00	89,000.00	49,683.00	26,839,00	204,452.00	16,159.30	16,495.45	23,016.00	30.024.00	28,000.00	3,495.00	15,988.00	11,160.00	13,401.00	2,709.00	13,054.00	6,048,00	9,740.00	6,846.00	11,130.00	20,350.00	20 415 00	12,955.00				Beginning Balance							7,000.00 7,000.00 18,600.00	7,000.00	7,000.00	174,048.00 53.261.00	47,957.00	62,265.00	350,000.00	21,000.00 21,730.00	11,840.00	3,918.00 8,174.00	9,075.00	240 046 00
443,069.00	140,587.00	62,300.00	9,431.00	41,020.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				Additions				Net E			0.00 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				Deletions End	07/01/2016 - 06/30/2017	3100000	Federal	Net Book Value - Depreciation	TOWNSENDI	Page 7 of 13	0.00 0.00 0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	>
7,609,037.75	140,587.00	62,300,00	9,431.00	41,020.00	26.839.00	5,748.00	14,592.00	15,000.00	89,000.00	49 683 00	32,500.00	204,452.00	16,159.30	16,495.45	23.016.00	28,006.00	5,500.00	3,495.00	15,988.00	11,160.00	13,401.00	2,709.00	13 054 00	8,228.00	9,746.00	6,846.00	11,130.00	20,350.00	13,928.00	12,955.00				Ending Balance	/30/2017		00000	Denreci		13	7,000.00 7,000.00 18,600.00	7,000.00	7.000.00	174,048.00	47,957.00	821,374.00	350,000.00	21,000.00	11,840.00	3,918.00	246,645.00 9,075.00	
4,278,160.76	0.00	0.00	0.00	0.00	2 683 90	287.40	729.60	750.00	0.00	2,003.90	975.00	30,667.80	1,211.96	2,474.33	11.508.00	4,200.90	825.00	524.25	4,796.40	1,674.00	4.020.30	2 709 00	6,048.00 7 179 70	8,228.00	9,746.00	6,846.00	11,130.00	20,415.00	13,928.00	12,955.00			- Controller	Beg. Accum.			2:0:	ation			7,000.00 7,000.00 18,600.00	7.000.00	7 000 00	78,321.60	21,580.65	616,030.50	332,500.00	21,000.00	11,840.00		238,423.50 9,075.00	
326,849.38	0.00	3 115 00	943.10	4.102.00	5 367 80	574.80	1,459.20	1,500.00	0.00	3,367.80	650.00	20,445.20	807.97	1,649.55	7,672,00	2,800.60	550.00	349.50	3,197.60	1,116.00	2 680 20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				Current							0.00	0.00	0.00	17,404.80	4,795.70	82,137.40	17,500.00	0.00	0.00	0.00	8,221.50 0.00	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			Veddellous								0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4,605,010.14	0.00	18,973.10	943.10	4 102 00	1,413.00	862.20	2,188.80	2.250.00	0.00	8,051.70	1,625.00	51,113.00	2,019.93	4,123.88	25,020.00	7,001.50	1,375.00	873.75	7,994.00	2.790.00	6,700.50	3,709,00	6,048.00	8,228.00	9,746.00	6,846.00	11,130.00	20,415.00	13,928.00	12,955.00				Total Reductions							7,000.00 7,000.00 18,600.00	7,000.00	53,261.00	95,726.40	26.376.35	698,167.90	350,000.00	21,000.00	8,174.00	3,918.00	246,645.00 9.075.00	
3,004,027.61	140 587 00	170,757.90	8,487.90	36 918 00	45,687.00	4,885.80	12,403.20	12 750 00	42,230.55 89,000.00	18,787.30	30,875.00	153,339.00	14.139.37	12,371.57	3,836.00	21,004.50	4,125.00	2,621.25	7.994.00	8,370,00	6 700 50	4,568.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				Net Book Value				2:33:34 PM	410010040		0.00	0.00	0.00	78,321.60	21,792.75	123,206.10	0.00	0.00	0.00	0.00	0.00	

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10,467,00 111,400.00 18,030.00 227,773.00 2,388,236.00 16,220.00 256,250.00 71,750.00 166,990.00	Page 8 of 13 TOWNSEND] Value - Depreciation Federal 0.1/2016 - 06/30/2017	Ending Balance	18,487.00 58,560.00 31,462.00 31,462.00 36,594.00 36,709.00 36,394.00 36,709.00 36,709.00 37,209.00 286.00 286.00 286.00 286.00 286.00 286.00 286.00 286.00 286.00 286.00 286.00 286.00 286.00 286.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,553.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00 2,555.00
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Land - Elm St 1 Acre Land - 177 Main St 4.19 Acres Land - 177 Main St 4.19 Acres Land - 33 Greenville St 77.12 Acres Land - Tumpike Rd 2 Acres Building - Highway Garage 177 Main St. Building Recycling Barn & Shed Site Improvements - Salt & Sand Shed Site Improvements - Salt & Waste Yaker Site Improvements - Waste Water Treatment Bridge - Canal St. over Squannacook River	04-6001326 - 07/01/2016 - 06/30/2017 Sorted: General - Type	Description	Bridge - Old Tumpike over Squannacook River Bridge - Old Tumpike over Squannacook River Bridge - Old Tumpike over Squannacook River Bridge - Winton Pond Road over Dearl Hill Bridge - Winton Pond Road over Looke Bridge - Wheeler Road over Willard Bridge - Whorester Road Street - Dix St 10 Mile Street - Meelinghouse Rd 71 Mile Street - Meelinghouse Rd 71 Mile Street - New Fitchburg Rd 28 Miles Street - North End Rd 175 Miles Street - Olf Tumpike Rd 28 Mile Street - Olf Tumpike Rd 28 Mile Street - Old City Rd 35 Mile Street - Old City Rd 35 Mile Street - Old City Rd 35 Mile Street - Old City Rd 26 Mile Street - Old City Rd 26 Mile Street - Old City Rd 28 Mile Street - South Rd 20 Mile Street - South Rd 20 Mile Street - South Harbor Rd 1.45 Miles Street - South Harbor Rd 1.40 Mile Street - South Harbor Rd 1.45 Miles Street - South Harbor Rd 1.45 Miles Street - South Harbor Rd 1.45 Miles Street - South Harbor Rd 1.26 Miles Street - South Harbor Rd 1.20 Mile Street - South Row Rd 1.21 Miles Street - South Ra 34 Mile Street - Warmer Rd 1.22 Miles Street - Warmer Rd 2.24 Mile Street - Warmer Rd 2.24 Mile Street - Warmer Rd 2.24 Mile Street - Warmer Rd 2.34 Mile Street - Wheeler Rd 2.34 Mile Street - Wheeler Rd 2.34 Mile Street - Wheeler Rd 3.4 Mile Street - Whellow Street - While Street - Whellow Street - Sydenon Dt 11 Mile Street - Whellow Street - Sydenon Dt 11 Mile
Public Works 1975-35 La 2010-01 Le 1975-36 Le 1980-01 Le 1939-03 Le 2010-02 Bi 2010-04 Si 2010-05 Si 2006-15 Si	04-6001326 07/01/2016 - Sorted: Gen	Asset ID	Governmental Public Works 1973-01 Bridg 1973-02 Bridg 1986-01 Bridg 1986-02 Bridg 1986-02 Bridg 1987-03 Bridg 1987-05 Bridg 1987-05 Bridg 1987-05 Bridg 1987-05 Bridg 1987-05 Bridg 1987-05 Bridg 1987-12 Bridg 1987-12 Bridg 1987-12 Bridg 1987-13 Bridg 1987-13 Bridg 1987-23 Bridg 1987-23 Bridg 1987-23 Bridg 1987-25 Bridg 1987-35 Bridg 198

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4,248.36 8,071.75				Total Reductions			8,071.75	8,496.30	4,672.90	10,620.68	7,222.25	9,346.63	4,248.36	5,522.82	8,496.30	3.398.85	3,398.85	6,372.33	3,823.40	5,947.78	3.823.40	424.55	14,757.39	14,983.88	5,683.88	6,717.00	4,133.63	4,133.63	4,133.63	3,616.88	6,199.88	7,750.13	5,683.88	4,133.63	9,816.75	9,816.75	9,816.75	4,913.84	4,367.70	13,648.89	8,953.55	4,476.61	
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4,145.99 7,877.25		tion		Beg. Accum. Depreciation			7,877.25	8,291.57	4,560.30	10,364.76	7,048.22	9,121.41	4,145,99	5,389.74	8,291.57	3,316,95	3,316.95	10 364 76	3,731.27	5,804.46	3.731.27	414.32	14,393.01	14,584.31	5,532.31	6,537.88	4,023.40	4,023.40	4,023.40	3,320.43	6,034.55	6.034.55	5,532.31	4,023.40	9,554.97	9,554.97	12.193.00	4,771.41	4,241.10	13,253.27	8,686.28	4,342.98	
6,142.00	of 13	rtownsendi Value - Depreciation	eral 06/30/2017	Ending Balance			11,670.00	12,284.00	6,756.00	15,355.00	10,442.00	13,513.00	6,142.00	7,985.00	12,284.00	4,914.00	4,914.00	9,213.00	5,528.00	8,599.00	5,528.00	614.00	21,863.00	23,974.00	9,094.00	10,747.00	6,614.00	6,614.00	6,614.00	24,801.00	9,920.00	9.920.00	9,094.00	6,614.00	15,707.00	15,707.00	21.838.00	8,546.00	7,596.00	23,737.00	16,036.00	8,018.00	of 13
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6,142.00				Beginning Balance			11,670.00	12,284.00	6,756.00	15,355.00	10,442.00	13,513.00	6,142.00	7,985.00	3 685 00	4,914.00	4,914.00	15,355.00	5,528.00	8,599.00	5,528.00	614.00	21,863.00	23,974.00	9,094.00	10,747.00	6,614.00	6,614.00	6,614.00	24,801.00	9,920.00	9.920.00	9,094.00	6,614.00	15,707.00	15,707.00	21,838.00	8,546.00	7,596.00	23,737.00	16,036.00	8,018.00	
Street - Aries Ln10 Mile Street - Balsam Dr19 Mile		04-6001326 07/01/2016 - 06/30/2017	Sorted: General - Type	Description	intal	rks	Street - Baker Hill Rd. Branch19 Mile Street - Boutelle Rd - 25 Mile	Street - Bow St20 Mile	Street - Briar Way11 Mile	Street - Brown Rd25 Mile Street - Burgess Rd25 Mile	Street - Canal St 17 Mile	Street - Cedar Circle22 Mile Street - Cross St - 22 Mile	Street - Depot St. Ext10 Mile	Street - Eastman St13 Mile	Street - Fox Run20 Mile Street - Hale Rd06 Mile	Street - Hickory Dr08 Mile	Street - Howard St08 Mile	Street - Kimplen Ct	Street - Laurel Ln09 Mile	Street - Linden Ln14 Mile	Street - Mapre St 13 Mile Street - Pisces Ln09 Mile	Street - West St01 Mile	Street - Spruce St34 Mile Street - Todd Dr 30 Mile	Street - Apple Dr29 Mile	Street - Cherry Dr11 Mile Street - Domond Dr 30 Mile	Street - Fordway Rd13 Mile	Street - Hayes Rd08 Mile Street - Knollwood In11 Mile	Street - Laurie Dr08 Mile	Street - Peach Ln08 Mile	Street - Pearl Brook Rd30 Mile	Street - Pine St12 Mile	Street - Keagan Kd 13 Mile Street - Redwood Dr 12 Mile	Street - Ripple Rd11 Mile	Street - Robyn Dr08 Mile Street - Shadhark Dr 17 Mile	Street - Sumac Dr19 Mile	Street - Tamarac Ln19 Mile	Street - Sagittarius Ln23 Mile	Street - Scorpio Ln09 Mile	Street - Taurus Ln08 Mile	Street - Virgo Ln25 Mile Street - Virgo Spur Ln 25 Mile	Street - Aquarius Ln 16 Mile	Street - Capricom Ln08 Mile	
1976-02 1976-03		04-6001326	Sorted: Ge	Asset ID	Governmental	Public Works	1976-04	1976-06	1976-07	1976-09	1976-10	1976-11	1976-13	1976-14	1976-16	1976-17	1976-18	1976-19	1976-21	1976-22	1976-24	1976-25	1977-01	1980-03	1980-04	1980-06	1980-07	1980-09	1980-10	1980-12	1980-13	1980-14	1980-16	1980-17	1980-19	1980-20	1983-01	1983-02	1983-03	1983-04	1984-02	1984-03	

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07/01/2016 - 06/30/2017

04-6001326 07/01/2016 - 06/30/2017 Sorted: General - Type

Asset ID Governmental Public Works	Description ental orks	Beginning Balance	Additions De	Deletions End	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	8 □	Deletion Total Reductions
984-04	Street - Gemini Ln17 Mile	8,018.00	0.00	0.00	8,018.00	88	.00 4,342.98		4,342.98 133.63 5.420.13 167.05
1984-06	Street - Kristopher Ln 17 Mile	9,020.00	0.00	0.00	9,020.00	88		4,885.73 8,459.85	4,885.73 8,459.85
1992-02	Street - Michael Way11 Mile	13,406.00	0.00	0.00	13,406.00	00	5,474	5,474.04	5,474.04 223.43
1992-03	Street - Saint James Place09 Mile	10,968.00	0.00	0.00	10,968.00	88	88	00 4,478.60	00 4,478.60 182.80
1992-04	Street - St. James Place - 450' Catch Basins - 758	10,387.00 407,649.00	0.00	0.00	407,649	00.0	.00 4,241.44	88	.00 4,241.44 1/3.12 .00 297,583.77 8,152.98
1979-01	Street - Ash St 1.28 Miles	96,880.00	0.00	0.00	96,880	0.00	00	.00 60,550.13	.00 60,550.13 1,614.67
1959-01	Street - Bailey Rd 1.10 Miles	26,812.00	0.00	0.00	26,812.	12.00	8	00 25,695.03	00 25,695.03 446.87
1976-26	Street - Ball Rd99 Mile	60,808.00	0.00	0.00	437.7	60,808.00		41,045.54	41,045.54 1,013.47
1976-27	Street - Barker Hill Rd 2.08 Miles	127,758.00	0.00	0.00	1093	109 331 00			73 798 29 1 822 18
1976-29	Street - Bayberry In - 75 Mile	46.066.00	0.00	0.00	46.0	46,066.00	66.00 31,094.69	31,094.69	31,094.69 767.77
1976-30	Street - Blood Rd 1.73 Miles	106,260.00	0.00	0.00	106,2	106,260.00		71,725.50	71,725.50 1,771.00
1976-31	Street - Bridle Path Rd41 Mile	25,183.00	0.00	0.00	25,1	25,183.00		16,998.66	16,998.66 419.72
1976-32	Street - Brookline Rd 2.65 Miles	162,768.00	0.00	0.00	36.	36 239 00	768.00 109,868.40 239.00 24.461.19	109,868 24 461	24 461 19 603 98
1976-34	Street - Clement Rd78 Mile	47,909.00	0.00	0.00	47	909.00	32,338	32,338.44	32,338.44 798.48
1976-35	Street - Dudley Rd 2.41 Miles	148,027.00	0.00	0.00	148	027.00	99,918	99,918.36 2,	99,918.36 2,467.12
1980-23	Street - Edward Rd53 Mile	43,814.00	0.00	0.00	3 43	43,814.00			26,653.40 730.23 20,729.93 511.85
1976-36	Street - Elm St50 Mile	62 036 00	0.00	0.00	62 5	62,036.00	036.00 41,874.17	41,874.17	41,874.17 1,033.93
1976-38	Street - Emery Rd 1.35 Miles	82,920.00	0.00	0.00	82,	82,920.00		55,971.00	55,971.00 1,382.00
1976-39	Street - Fessenden Hill Rd 1.65 Miles	101,346.00	0.00	0.00	163	346.00	346.00 68,408.55 555.00 103.649.63		103 649 63 7,589.10
1976-40	Street - Fitchburg Rd 2.50 Miles	47.295.00	0.00	0.00	47	295.00		31,924.13	31,924.13 788.25
1976-42	Street - Greely Rd43 Mile	26,411.00	0.00	0.00	26,	111.00		17,827.29	17,827.29 440.18
976-43	Street - Hamilton Rd47 Mile	28,868.00	0.00	0.00	28,80	38.00		19,485.77	19,485.77 481.13
976-44	Street - Highland St 1.75 Miles	107,488.00	0.00	0.00	107,488.00	00	1.00 72,554.54		72,554.54 1,791.47
976-45	Street - Locke Rd76 Mile	46,681.00	0.00	0.00	46,681	00		31,509.81	31,509.81 778.02
1976-46	Street - Lunenburg Rd 2.00 Miles	122,844.00	0.00	0.00	122,844	88		82,919.70	82,919.70 2,047.40
1976-47	Street - Main St 5.99 Miles	367,917.00	0.00	0.00	367,917	8 8	248,343.98 200 22,744.08		248,343.98 6,131.95 22,744.08 548.05
975-48	Street - Maplewood Dr56 Mile	136 971 00	0.00	0.00	136.97	00		92.455.43	92.455.43 2.282.85
976-48	Street - Masdow Rd 1.41 Miles	86,605,00	0.00	0.00	86,60	5.00		58,458.51	58,458.51 1,443.42
1991-01	Street - Pheasant Ridge Rd35 Mile	41,829,00	0.00	0.00	41,82	9.00		17,777.33	17,777.33 697.15
979-02	Street - Ponderosa Dr42 Mile	31,789.00	0.00	0.00	31,789	00.	19,868.25	19,868.25 52	19,868.25 529.82
1897-38	Street - Proctor Rd83 Mile	2,969.00	0.00	0.00	2,969	00.00		2,969.00 0.	2,969.00 0.00
1976-50	Street - River Rd56 Mile	34,396.00	0.00	0.00	34,396	8 8		23,217	23,277.44 573.27
1980-24	Street - Woodland Dr 37 Mile	30.587.00	0.00	0.00	30,587	8 8		18,606.97	18,606.97 509.78
2003-08	Street - Madison Ave09 Mile	70,650.00	0.00	0.00	70,650.00	8	15,896	15,896.25	15,896.25 1,177.50
2003-09		438,450.00	0.00	0.00	257 714	3 8			98,651.25 57,085,60
2003-10	Street - Horseshoe Ur32 Mile	20,714.00	0.00	0.00	70 212 00	38		15 797 70	15 797 70 1.170.20
006-03	Street - Granite Way08 Mile	165 185 00	0.00	0.00	165,185	88		84,657.42	84,657.42 4,129.63
1997-01	Street Improvements - Resurfacing,	311,207.00	0.00	0.00	311,207.00	88	.00 147,823.42		147,823.42 7,780.18 70,402.03 3,810.38
11-8661	Street Improvements - Resurracing,	132,413.00	0.00	0.00	106,410	3		10,101.00	(0,702,00
				Page 11 of 13	13				
04-6001326	26			TOWNSENDI					
0//01/2	0//01/2016 - 06/30/201/		Net Bo	Net Book Value -		recia	Depreciation	reciation	reciation
Sorted:	Sorted: General - Type			Federal					
				07/01/2016 - 06/30/2017	5/30/2017				
Asset ID	Description	Beginning	Additions D	Deletions En	Ending Balance	e)		Beg. Accum.	Beg. Accum. Current
		Balance					Depreciation	Depreciation Depreciation	
Governmental	nental								
Public Works	lorks		ACARTICATE SALES STREET		PERSONAL PROPERTY		CHILL CITIZAND BRITING AND ACCOUNT OF THE PROPERTY OF THE PROP		a na de Calendra de Ardenia Managalla antida (cara-a-antiga anta-a-a) pomente many fan-asta de cara-a-alena en
1999-02	Street Improvements - Resurfacing,	76,812.00	0.00	0.00	76,812.0	0		33,605.25	33,605.25 1,920.30
2000-02	Street Improvements - Resurfacing, Street Improvements - Resurfacing,	101,232.00	0.00	0.00	101,232.00 108,065.00	88		41,758.20 47,278.53	41,758.20 2,530.80 47,278.53 2,701.63

113,286,60 168,891.75 41,542.87 53,289.41 55,554.28 27,771.75 75,129.40 53,806.15 108,282.37 66,84 29,771.67 95,841.22 17,482.50 2,475.00 50,643.25 17,482.50 2,475.00 50,643.25 17,482.50 2,475.00 50,643.25 17,482.50 2,475.00 50,643.25 17,562.43 36,132.75 221,025.43 36,132.75 221,025.43 36,132.75 221,025.43 36,132.75 221,020 0.00 0.00 0.00 0.00 0.00 0.00 0.00	4/23/2018 2:33:34 PM	Book Value	0.00 0.00 0.00 0.00 0.00 0.00 17.953.20 21.863.70 28.732.05 16.475.80
88,096,40 131,360,25 32,311,13 33,713,13 33,713,13 33,713,13 33,713,13 33,713,13 33,713,13 33,713,13 17,550,25 17,550,25 17,337,60 12,416,85 18,824,78 17,337,60 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 19,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,725,75 10,72		Total Reductions Net	78,715.00 10,795.00 5,188.00 10,7757.00 10,7757.00 13,262.00 101,677.00 21,928.90 26,722.30 26,722.30 33,356.00
		Deletion Tot Reductions	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
5.034.08 7.506.30 1.446.35 2.267.53 1.175.03 5.03.35 1.175.84 8.27.79 4.085.38 1.12.88.78 8.42.92 1.688.78 8.42.92 1.688.78 8.42.92 1.688.78 8.42.92 1.588.70 0.00 0.00 0.00 0.00 0.00 0.00 0.00		Current Depreciation Re	0.00 0.00 0.00 0.00 0.00 3.989.60 4.858.60 6.384.90 2.995.60
83.062.32 123.853.95 30.464.78 31.538.52 32.879.19 17.986.46 7.046.90 11.589.06 51.067.25 31.635.00 10.35.00 10.35.00 10.35.00 11.760.98 61.025.55 61.025.55 63.900.69 80.112.74 142,853.97 11.760.98 61.026.55 36.287.79 45,937.71 15,342.25 28,961.25 5,939.00 25,234.00 86,443.00 86,443.00 86,443.00 86,443.00 86,443.00 86,443.00 86,443.00 86,000.00 86,443.00 86,000.00 86,443.00 86,000.00 86,000.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00 87,600.00	ıtion	Beg. Accum. Depreciation	78,715.00 10,795.00 5,188.00 13,000.00 5,378.00 130,262.00 110,262.00 110,467.00 17,963.20 21,863.70 21,863.70 21,863.70 33,356.00
201,363.00 300,252.00 73,864.00 87,003.00 90,701.00 46,921.00 90,701.00 46,921.00 101.00 103,465.00 22,467.00 144,666.00 25,400.00 3,600.00 144,866.00 25,400.00 3,600.00 173,663.00 173,663.00 173,663.00 173,663.00 173,663.00 173,663.00 173,663.00 175,340.00 175,340.00 175,340.00 177,56.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76.00 177,76	TOWNSEND! Value - Depreciation Federal 01/2016 - 06/30/2017	Ending Balance	78,715,00 10,795,00 5,188,00 107,757,00 13,000,00 5,378,00 101,677,00 39,896,00 63,849,00 53,356,00 33,356,00
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0		Deletions End	000000000000000000000000000000000000000
	Net Book	Additions	000000000000000000000000000000000000000
201,363,00 300,252,00 73,854,00 87,003,00 90,701,00 40,528,00 163,415,00 163,415,00 163,415,00 163,415,00 163,415,00 164,666,00 25,000,00 24,660,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00 3,600,00		Balance Balance	78,715.00 10,795.00 5,188.00 107,757.00 13,000.00 5,378.00 13,262.00 101,677.00 39,896.00 48,886.00 63,849.00 53,849.00 53,849.00
Street Improvements - Resurfacing. Street Improvements - Brookline St. Sidewalk Street Improvements Street Impr	. 06/30/2017 eral - Type	Description	Tractor (#28) Nower Attachment - Flail for Holder Tractor Snow Blower for Holder Tractor Snow Blower for Holder Tractor Dump Truck with Plow and Sander Truck - Street Sweeper - 1982 (#17) Cobra Curber Truck - Fire - 1985 (Engine #1) Truck - Rescue - 1978 (Engine #4) Transfer fr Asphault Hot Box with Sprayer Used 20016WH Dump Truck with New Sander Fuel Management System 250 Skid Steer with Cold Planer & Rail Pallet
2000-03 2000-04 2000-05 2002-06 2002-06 2003-13 2003-13 2004-04 2004-06 2005-03 2005-03 2005-04 2005-03 2005-04 2005-04 2005-04 2005-04 2005-04 2005-04 2005-04 2005-04 2005-04 2005-04 1989-01 1989-01 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 1989-01 1989-01 2006-07 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 1989-01 2006-07 1989-01 1989-01 1989-01 2006-07 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01 1989-01	04-6001326 07/01/2016 - Sorted: Gen	Asset ID Governmental	Public Works 1999-09 Tr. 1990-05 M 1990-05 Du 2002-11 Du 1998-04 Tru 1979-04 Tru 1979-04 Tru 2012-11 As 2012-12 Du 2012-12 Du 2013-05 Fu 2013-05 Zu

33,883,638.45	19,522,430.21	0.00	1,356,741.64	18,165,688.57	53,406,068.66	0.00	1,681,682.00	51,724,386.66	otals:	Grand Totals:
29,587,473.47	17,243,743.19	0.00	1,203,630.07	16,040,113.12	46,831,216.66	0.00	1,088,324.00	45,742,892.66	Subtotal: Governmental	Subtotal:
10,350,824.22	7,086,489.69	0.00	415,084.26	6,671,405.43	17,437,313.91	0.00	576,245.00	16,861,068.91	Subtotal: Public Works	Subtotal: I
1,001.01	37.30	0.00	37.38	0.00	2,990.00	0.00	2,990.00	0.00	Various Road Improvements	2017-19
3 053 63	27.28	0.00	829.09	0.00	66,327.00	0.00	66,327.00	0.00	Tyler Road	2017-18
112,090.13	1,418.87	0.00	1,418.87	0.00	113,509.00	0.00	113,509.00	0.00	Proctor Road	2017-17
231,327.80	2,928.20	0.00	2,928.20	0.00	234,256.00	0.00	234,256.00	0.00	North End Dd	2017-15
156,228.42	1,977.58	0.00	1,977.58	0.00	158,206.00	0.00	158.206.00	000	Cilphint Bood	2017-13
861.30	95.70	0.00	95.70	0.00	957.00	0.00	957.00	000	Various Road Improvements	2016-24
45,752.43	1,782.57	0.00	1,188.38	594.19	47,535.00	0.00	0.00	47 535 00	Votice Bood Improvements	2016-23
193,334.48	7,532.52	0.00	5,021.68	2,510.84	200.867.00	0.00	0.00	200 867 00	Barker Hill Road ext. M & R	2016-22
20,842.93	812.07	0.00	541.38	270.69	21,655.00	0.00	0.00	24.457.00	Linden St. M & R	2016-21
11,989.85	467.15	0.00	311.43	155.72	12 457.00	0.00	0.00	18,883.00	Crack Sealing - Various Roads	2016-20
18,174.88	708.12	0.00	472.08	236.04	18 883 00	0.00	0.00	60,370.00	Elm St. M & R	2016-19
58,106.12	2,263.88	0.00	1.509.25	754.63	60,370,00	0 0	0.00	25,095.00	Dept St. M & R	2016-18
24,153.93	941.07	0.00	627.38	313.69	25,943.00	0.00	0.00	95,943.00	Pierce Road	2016-17
92,345.14	3.597.86	0.00	2 398 57	1 199 29	06,782.00	0.00	0.00	54,782.00	Mason Road	2016-16
52,727.67	2.054.33	0.00	1 369 55	684.78	29,200.00	0.00	0.00	29,900.00	Pavement Management	2016-15
28.778.75	1 121 25	0.00	747 50	198.85	7,954.00	0.00	0.00	7,954.00	Recycle Center Improvements	2016-12
7 357 45	506.55	0.00	3/0.00	185.00	7,400.00	0.00	0.00	7,400.00	Building Improvements Recycle	2016-08
15,894.15	2,804.85	0.00	1,869.90	934.95	18,699.00	0.00	0.00	18.699.00	Multi Function Mower / Blower	2016 03
10,347.40	544.60	0.00	217.84	326.76	10,892.00	0.00	0.00	10,892.00	Recycling Center Upgrade	2015-20
44,935.30	2,995.70	0.00	1,198.28	1,797.42	47,931.00	0.00	0.00	47 931 00	Roadway Improvements - Emery Road	2015-07
37,985.45	1,651.55	0.00	660.62	990.93	39,637.00	0.00	0.00	39.637.00	Roadway Improvements - Spaulding Street	2015-06
105,764.55	4,598.45	0.00	1,839.38	2,759.07	110.363.00	0.00	0.00	110 363 00	SMC 4000 Full Matrix Message Boards (2)	2015-05
20,625.00	6,875.00	0.00	2,750.00	4,125.00	27,500.00	0.00	0.00	37 500 00	International 6- Wheel Dump and various	2015-04
32,258.46	32,258.45	0.00	12,903.38	19.355.07	64.516.91	0.00	0.00	99,429.00	Case 590SN Backhoe	2015-03
74,571.75	24,857.25	0.00	9,942.90	14,914.35	99,429,00	0.00	0.00	00,970.00	2015 Ford F-550 1 Ion Iruck	2015-02
32,485.00	32,485.00	0.00	12,994.00	19,491.00	64.970.00	0.00	0.00	190,000.00	Johnston VT650 Vacuum Sweeper	2015-01
142,500.00	47,500.00	0.00	19,000.00	28.500.00	190,000,00	0.00	0.00	20,280.00	Skid Steer - 2000	2000-09
0.00	20.280.00	0 00	000	20 280 00	20 280 00)			ì

Report of the Town Administrator July 31, 2018

1. Personnel Updates-

- a. <u>Land Use Coordinator Position</u>- We have received eleven (11) applications. Of the eleven (11) there are four (4) that meet or exceed the listed qualifications. They are being scheduled to interview within the next week. I expect to have a recommended candidate before you for your consideration at the next meeting.
 - Board Action Requested- None Requested.
- b. Treasurer Collector Position—As you are aware, Barbara Tierney, our Treasurer Collector for the past two years, has accepted a position in the town of Ayer that provides her greater compensation and the potential to advance into the role of Finance Director. We have received seven (7) applications and after a preliminary interview process conducted by the Assessor, Accountant and Treasurer Collector the field was narrowed to two exceptional candidates. At the end of the day, however, we have neither as one took a position in another community that was paying more than we do and the other chose to not accept a conditional offer given the fact that she is currently making in excess of \$10,000 more than we can offer for the same position in another community.
 - Board Action Requested- May we discuss options going forward?
 - 1. Temp Assistance as we did the last time the position was vacant
 - 2. Address the issue of the salary
- c. <u>Volunteer Fair~Open House Update-</u> Ms. Smart has been working with our Library Director and Council on Aging Director in planning for this event. The target is for the fall once the kids are back in school and vacations are most likely over.
 - Board Action Requested- None Requested.
- d. Training- Our town counsel KP Law provides two free seminars/training sessions per year. At your last meeting you asked to have the video recording that we made of the Ethics and Open Meeting Law sessions uploaded to the town's YouTube channel. This has been done and an email has been sent out to employees as well as board and commission members encouraging them to view it.

Additionally, Selectman Miller inquired about the types of topics that KP Law covers in these trainings. I have enclosed the list for your review and consideration.

- Board Action Requested- None requested.
- 2. Financial Updates- None.

3. Project Updates-

a. <u>Goals and Objectives Update-</u> I am finalizing the suggested deliverables tied to each overarching goal you have identified. I should have a document for your review at the meeting.

Board Action Requested. None requested.

4. Miscellaneous Updates-

a. <u>Town Assets</u>- Chairman Lisio asked for a copy of the listing of all town assets and properties. I have enclosed such a document.

Board Action Requested. None requested.

b. <u>TAYBS-Craven Field Update-</u> I have spoken with TAYBS president Keith Turgeon as recently as last Friday. He advises that both he and Kym Craven have developed a plan for the property that they believe will meet everyone's needs. They are scheduling with the Building Commissioner/Zoning Officer to review it onsite prior to presenting it to the neighbors for their consideration.

Board Action Requested. None requested.