



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

Sue Lisio, Chairman
James M. Kreidler, Jr.,
Town Administrator

Cindy King, Vice-Chairman

Wayne Miller, Clerk
(978) 597-1701

SELECTMEN'S MEETING MINUTES FOR AUGUST 7, 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 6:02P.M.

Roll call vote taken showed 3 members present: Chairman Sue Lisio, (SL) Vice-Chairman Cindy King, (CK) and Clerk, Wayne Miller (WM).

1.2 Pledge of Allegiance

1.3 SL announced that the meeting was being tape recorded and inquired if anyone from the audience would be.

1.4 SL added 2.2 Appointment to the 300th Anniversary Committee to the agenda.

1.5 Public Comment Period.

Mr. John Page addressed the Board regarding uploading any legal cases to the website.

II. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN:

2.1 WM moved to appoint Eino Kauppi to the Historic District Commission for a three (3) year term effective July 1, 2018 to June 30, 2021. CK seconded. Unanimous vote.

2.2 WM moved to appoint Lindsay Morand to the 300th Anniversary effective August 7, 2018. CK seconded. Unanimous vote.

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

3.1 Review/Approve/Accept a restrictive covenant as part of an approved Order of Conditions for 45 Warren Road.

James Kreidler, Town Administrator read the memorandum from the Conservation Commission into the record - please see attached. WM moved to accept the restrictive covenant as part of an approved Order of Conditions for 45 Warren Road. CK seconded. Unanimous vote.

3.2 Review/Comment Mandatory Referral for the Zoning Board of Appeals, RE: Special Permit for Accessory Apartment on Clement Road.

The Board reviewed the referral - please see attached. The Board agreed to send no comment in regards to the special permit, however the Board wished to express their appreciation to the Zoning Board for the ability to comment.

- 3.3 Review/Comment Mandatory Referral for the Zoning Board of Appeals, RE: Special Permit for Accessory Apartment on Lunenburg Road.

The Board reviewed the referral – please see attached. The Board agreed to send no comment in regards to the special permit, however the Board wished to express their appreciation to the Zoning Board for the ability to comment.

- 3.4 WM moved to approve and sign a one-day special license for Terri Roy, VFW Post #6538, 491 A Main Street, Townsend in conjunction with a “Jack N Jill” to be held on August 11, 2018 with sale hours from 7:00P.M. to 11:00P.M. CK seconded. Unanimous vote.

- 3.5 WM moved to approve and sign a one-day special license for Terri Roy, VFW Post #6538, 491 A Main Street, Townsend in conjunction with a “College Graduation” to be held on August 18, 2018 with sale hours from 7:00P.M. to 11:00P.M. CK seconded. Unanimous vote.

- 3.6 Review/Approve/Sign a road opening permit, RE: West Meadow over Locke Bridge

The Board reviewed the permit – please see attached. WM moved to approve and sign the road opening permit. CK seconded. Unanimous vote.

- 3.7 WM moved to accept the MassHealth reimbursement funds for providing ambulance service in the amount of \$26,018.00. CK seconded. Unanimous vote.

IV. WORK SESSION – VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and reports.

- Community Development Block Grant Award

Mr. Kreidler informed the Board a letter was received from the Governor and LT Governor regarding the Community Development Block Grant award. The Board reviewed – please see attached. Mr. Kreidler informed the Board of the possibility that MRPC would not be managing the grant and he would be looking into the issue.

- Senator Dean Tran Capital Bond Bill Update

Mr. Kreidler informed the Board of the status for the request of funds to be used at the Hart Free Library, stating the request has been accepted and submitted into the Capital Bond bill and is awaiting the Governor’s approval. Mr. Kreidler reminded the Board of the recent consideration for the monument project on the Town Common. SL would like to get an update from Senator Tran and asked the Senator be invited to the August 21, 2018 Selectmen’s meeting.

- Land Use Coordinator

Mr. Kreidler stated out of the four interviews conducted he would be speaking to the top candidates and would invite the Land Use Board/Committees.

4.2 Board of Selectmen announcements, updates, and reports.

Cindy King - Disability Commission

CK stated in May of 2017, Town Meeting approved the formation of the Disability Commission that is needed to help comply with disability laws and give the town ability to receive additional funding by way of grants. CK informed the Board members; Townsend is eligible for a grant of up to \$250,000 that could assist us in making the Hart Free Library compliant. The Board asked the public to consider volunteering.

Sue Lisio -

SL inquired as to the Admin position in the Selectmen's office and asked for an updated job description. Mr. Kreidler to review and bring back to the Board at the next meeting.

Flag Committee scheduled for August 21, 2018.

SL asked the Water Department be scheduled for August 21, 2018.

SL concerned with the number of Trees that have been removed. (Unitil Maintenance plan) Mr. Kreidler to contact Unitil to get an update and report back to the Board.

Both SL and WM inquired as the status of the School Resource Officer and inviting the Police Chief to a meeting for an update.

4.3 Board Correspondence. There was no correspondence.

4.4 There were no meeting minutes to approve.

4.5 WM moved to approve and sign the bills payable warrants out of session. CK seconded. Unanimous vote.

V. ADJOURNMENT:

WM moved to adjourn the meeting at 6:52P.M. CK seconded. Unanimous vote.

Respectfully submitted by,



Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of August 7, 2018, by the Board of Selectmen this 21st day of August, 2018.



Office of the

CONSERVATION COMMISSION

Town of Townsend,
272 Main Street
Townsend, Massachusetts 01469

Michael Turgeon, Chairman

Karen Hill, Clerk

James Deroian, Vice-Chairman

John Hussey

*Lyndsy Butler, Conservation Administrator,
Nikolis Gualco, Conservation Agent*

James LeCuyer

*office 978-597-1700, ext. 1739
fax 978-597-1835*

July 31, 2018

To: Board of Selectmen

From: Conservation Commission

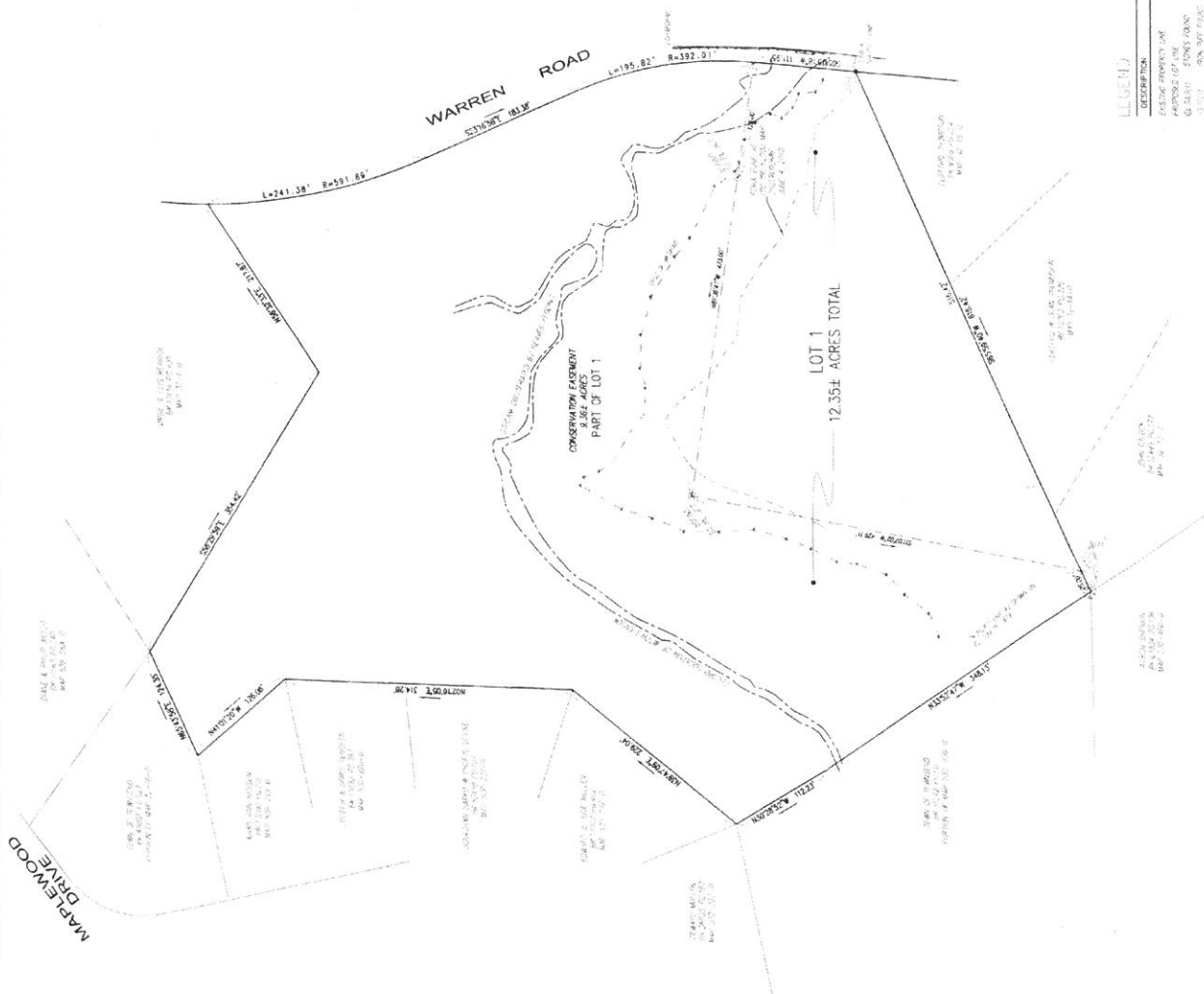
RE: Approval of Acceptance of Restrictive Covenant

The Conservation Commission unanimously approved to accept a Restrictive Covenant for 45 Warren Road as a Special Condition to Amended Order of Conditions issued to DEP# 308-640, dated July 25, 2018. The covenant is describes as "Part of Lot 1, Conservation easement, 9.3 +- acres" on a plan of land entitled "Easement Plan, Townsend, Massachusetts, dated July 11, 2018," prepared by Ducharme & Dillis Civil Design Group, Inc.

The restriction was created in lieu of 8.8 acres of mitigation land that was not accepted at the 2017 Fall Town Meeting.

The restriction was reviewed by town counsel and suggested for Approval of Acceptance by the Board of Selectmen.

Thank you,
Lyndsy Butler
Conservation Administrator



SECOND OWNER:
RENEE M. HICKS
2012 REVOCABLE TRUST
224 MAN ST.
WESTFORD, MA

DEED REFERENCES:
BK 63139 PG 14B

PLAN REFERENCES:
PLAN 639 OF 1979
PLAN 808 OF 1973
PLAN 927 OF 1981
PLAN 862 OF 1983 (LOGGUS)
ASSESSORS MAP 32-16-D

ZONING DISTRICT RA
FRONTAGE " 200'
LOT AREA " 3 AC

1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 2684-2685, 2686-2687, 2688-2689, 2690-2691, 2692-2693, 2694-2695, 2696-2697, 2698-2699, 2700-2701, 2702-2703, 2704-2705, 2706-2707, 2708-2709, 2710-2711, 2712-2713, 2714-2715, 2716-2717, 2718-2719, 2720-2721, 2722-2723, 27



[Circular stamp]

 $\lambda = 50 \text{ \AA}$

EASEMENT PLAN
TOWNSEND, MASSACHUSETTS

| | |
|--|--|
| DATE: JULY 11, 2018 | SCALE: 1 in. = 60 ft. |
| APPLICANT: JOSEPH LOPILATO REAL ESTATE DEVELOPMENT, LLC 124 MAIN ST WESTPORT, MA | RECORD OWNER: GENEVIEVE M. HICKS 2012 REVOCABLE TRUST 124 MAIN ST WESTPORT, MA |
| | JOB NO. 5290 |
| | DWG. NO. 5290-E |

DUCHARME & DILLIS
Civil Design Group, Inc.

10932 MAD. STREET PO BOX 429
BOLTON, MASSACHUSETTS 01740
PHONE: 978-774-4911 FAX: 978-774-0743
WWW.GODLY.COM

| DESCRIPTION | DRAWING ENTITY |
|-------------|----------------|
|-------------|----------------|

| DESCRIPTION | DRAWING ENTITY |
|---------------------|-----------------|
| 45700 PROPERTY LINE | |
| 4000500 LOT LINE | |
| 0 54.511 | STAKES 70.000 |
| 0.000 | 90% 200' 52.000 |

RESTRICTIVE COVENANT
RE: 45 WARREN ROAD, TOWNSEND

JOSEPH LOPILATO REAL ESTATE DEVELOPMENT, LLC, a Massachusetts limited liability company with a principal place of business at 83 Ash Street, Townsend, Massachusetts for itself, its successors and assigns ("Grantor"), agrees that the following restrictive covenant shall apply to an area of land described as:

A portion of those premises described in a deed recorded with the Middlesex South Registry of Deeds in Book 69846, Page 479, said portion being identified as "Part of Lot 1, Conservation Easement, 9.3 +/- acres" on a plan of land entitled "Easement Plan, Townsend, Massachusetts, dated May 11, 2018," prepared by Ducharme & Dillis Civil Design Group, Inc., said plan being recorded herewith as Plan ____ of 2018 (the "Protected Area").

A. Purposes. The purpose of this covenant is to protect and restrict the use of the Protected Area, consisting primarily of wetlands, including the so-called "Witches Brook," and situated in the Aquifer Overlay District for the Town of Townsend, more specifically:

1. Consistent with Section 138-1 paragraph A of Chapter 138 of the Townsend General Bylaws (the Townsend Wetlands Bylaw), to protect the public interest in wetlands by controlling activities deemed to have a significant effect upon wetland values including, but not limited to, public or private water supply, groundwater, flood control, erosion control, sedimentation control, storm damage prevention, water pollution, fisheries, wildlife, protection of surrounding land, streams, ponds, or other bodies of water (the "values") excepting, however, that this covenant shall not be construed as granting upon the public any right to enter upon the Protected Area without express consent of the owner of the Protected Area; and
2. Pursuant to an Order of Conditions granted by the Townsend Conservation Commission and recorded in the Middlesex South Registry of Deeds in Book 63139, Page 148 and any amendments thereto, to mitigate the impact of disturbance to a portion of the Riverfront Area of Witches Brook so that the Grantor, its successors and assigns may access the productive, upland area of land adjacent to the Protected Area, as shown on the plan.

B. Prohibited Acts and Uses. Subject to the exceptions set forth in Paragraph C below, the Grantor will neither perform nor allow others to perform the following acts and uses, which are prohibited on, above and below the Protected Area:

1. Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility;
2. Mining, excavating, dredging or removing from the Protected Area of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. The use of motorized, recreational vehicles such as motorcycles and ATVs;
5. Activities detrimental to drainage, flood control, water conservation, public or private water supply, erosion control or soil conservation; and
6. Any other use or activity which would materially impair the values described in paragraph A of this covenant.

C. Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in paragraph B are permitted in the Protected Area, but only if such acts or uses do not materially impair the values described in paragraph A of this covenant and only pursuant to and in accordance with all appropriate and necessary permits and permissions, including without limitation, the Order of Conditions, and all filings with and approvals from the Town of Townsend Conservation Commission and the Massachusetts Department of Environmental Protection, as applicable:

1. Excavation and removal of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation or maintenance or removal septic systems, utilities, and other underground structures or to the maintenance of good drainage or soil conservation practices provided such activity is preceded by the filing of a Request for Determination of Applicability with the Townsend Conservation Commission;
2. The maintenance of piles of limbs, brush, leaves and similar biodegradable material originating within the Protected Area provided such piles are not conspicuous or otherwise interfere with the values described in paragraph A of this covenant;
3. The placing of fences that do not interfere with the conservation values described in Paragraph A of this covenant;
4. Digging or drilling of water wells;
5. Selective cutting of trees for fire protection, unpaved trail and road maintenance, tick control, or otherwise to preserve the present condition of the Protected Area; and

6. Erection of signs by the owner of record identifying themselves as holder of the covenant and specifying limitations related to public access.

D. Permitted Acts and Uses. All acts and uses not prohibited by paragraph B are permissible provided they do not materially impair the purposes or conservation values of this conservation restriction and, where applicable, are accompanied by appropriate filings with the Townsend Conservation Commission and Massachusetts Department of Environmental Protection.

E. Term. The term of this covenant shall be perpetual, and this covenant shall be deemed to run as a binding servitude with the Protected Area. Grantor agrees that this covenant, including the restrictions contained therein, shall be considered an "other restriction held by a governmental body," as that term is used in G.L. c. 184, §26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§26-30, and, in any event, shall bind and run with the Protected Area for a period of two hundred (200) years from the recording hereof; nevertheless, if recording of a notice is ever needed to ensure that this covenant is enforceable for said two hundred (200) year term, the Grantor and the Grantor's successors and assigns hereby appoint the Town of Townsend as its agent to execute and record such notice and agrees to execute and record such notice upon request.

F. General Provisions.

1. Access. The Town of Townsend (the "Town") shall have the right to enter upon the Protected Area to inspect the same for compliance with the terms of this covenant and to abate or remediate any violations thereof.
2. Enforcement. This covenant is for the benefit of and is enforceable by the Town. The Town shall have the right (but not the obligation) to enforce this covenant by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations or potential violations, including, without limitation, relief requiring restoration of the Protected Area to its condition prior to the time of the injury complained of (it being agreed that the Town will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Town for the enforcement of this covenant. The Town shall have the right to recover all reasonable costs and expenses (excluding attorneys' fees) incurred in enforcing this covenant or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event that the Grantor is required to reimburse the Town pursuant to the terms of this paragraph, the amount of such costs, until discharged, shall constitute a lien on the Protected Area.
3. Waiver. Enforcement of the terms of this covenant shall be at the discretion of the Town. The failure to enforce any rights, reservations, restrictions, or conditions contained in this covenant, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not alter or affect its enforcement.
4. Severability. Whenever possible, each provision of this covenant shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this

covenant as to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which shall be given effect without the invalid provision or application, and, to this end, the provisions of this covenant are declared to be severable.

[Signature Page Follows]

Executed under seal this _____ day of _____, 2018.

Joseph LoPilato Real Estate Development, LLC
by:

Joseph M. LoPilato, Manager

Cheryle L. LoPilato, Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Joseph M. LoPilato, as Manager of Joseph LoPilato Real Estate Development, LLC, and proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said LLC.

_____, Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Cheryle L. LoPilato, as Manager of Joseph LoPilato Real Estate Development, LLC, and proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of said LLC.

_____, Notary Public
My Commission Expires: _____

ACCEPTANCE

The Townsend Conservation Commission hereby accepts this Restrictive Covenant from Joseph LoPilato Real Estate Development, LLC this ____ day of _____, 2018.

TOWN OF TOWNSEND,
By Its Conservation Commission

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, member of the Townsend Conservation Commission, and proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] oath or affirmation of a credible witness, or [] personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Townsend.

_____, Notary Public
My Commission Expires: _____

Lyndsy Butler

From: Katharine L. Klein <KKlein@k-plaw.com>
Sent: Tuesday, July 24, 2018 10:58 AM
To: 'Lyndsy Butler'
Cc: 'James Kreidler'; David C. Jenkins
Subject: RE: FW: FW: FW: Warren Road
Attachments: KP-#641978-v1-TOWN_Acceptance_of_Warren_Road_Covenant.DOCX

Lyndsy:

I have reviewed Mr. LoPilato's comments, below.

1. The plan I have, dated May 11, 2018, shows 10.00 acres of protected land. He has unilaterally changed the protected area to 9.3 acres. I am not sure what the basis for this reduction is, or where the 0.7 acres of land that is no longer protected would be. Is a new plan going to be generated (as I indicated several weeks ago must be done). Unless the Conservation Commission has a revised plan, which it approves (and it complies with the Order of Conditions, which I have not seen), I recommend against approving and executing the Restrictive Covenant.
2. The other issues raised by Mr. LoPilato are ultimately decisions for the Conservation Commission. The Commission has to be comfortable with the provisions that Mr. LoPilato has declined to revise, as I recommended.
3. The Board of Selectmen should approve the Conservation Commission's acceptance of the Restrictive Covenant. I attach a proposed Approval of Acceptance, which should be appended to the document, and go on the agenda for a Board of Selectmen meeting.

Please contact me with any questions.

Very truly yours,

Katharine Lord Klein
KP | LAW
101 Arch Street, 12TH Floor
Boston, MA 02110
O: (617) 654 1834
F: (617) 654 1735
kklein@k-plaw.com
www.k-plaw.com

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From: Lyndsy Butler [mailto:lbutler@townsend.ma.us]
Sent: Tuesday, July 24, 2018 10:17 AM
To: Katharine L. Klein <KKlein@k-plaw.com>
Subject: FW: FW: FW: FW: Warren Road
Importance: High

Katherine,

Please see attached from Mr. LoPilato. The Conservation Commission will need to vote for the approval of the restriction at tomorrow's meeting.

Best,

Lyndsy Butler
Conservation Administrator
Town of Townsend
Townsend, MA 01469
978-597-1700 x1740
lbutler@townsend.ma.us

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From: Cheryle and Joe LoPilato [<mailto:jlopilato@comcast.net>]
Sent: Monday, July 23, 2018 1:50 PM
To: Lyndsy Butler <lbutler@townsend.ma.us>
Subject: Re: FW: FW: Warren Road

Hi Lyndsy,

I have attached an updated version of the restrictive covenant which includes all corrections and additions suggested by Town Counsel **except** for the following (all of which I believe Town Counsel has now commented on):

1. Changed the "Protected Area" to 9.3 acres as the covenant is enforceable in perpetuity (per Town Counsel's modifications)
2. Paragraph C(1) – because of Town Counsel's concern, as a concession, I removed the reference to underground tanks and added a "Request for Determination of Applicability" as a filing requirement
3. Paragraph C(4) – retained this provision (regarding wells) despite Town Counsels "concerns".
4. Paragraph D – Town counsel feels it is "too broad". I retained this provision as I feel it is no more broad than paragraph B(6) which **prohibits** "[a]ny other use or activity which would materially impair the values described in paragraph A of this covenant."
5. Paragraph F(2) differs from that proposed by Town Counsel in the following two ways:
 1. specifically excludes attorneys' fees
 2. removes the following language from Town Counsel's modification: "In addition to, and not in limitation of the foregoing, the Town shall have the right to demolish and/or remove, at the expense of any responsible party, any improvement, structure, or condition that is contrary to the intent and meaning of this covenant, if after ten (10) days from written notice of such violation,

the responsible party shall fail to correct the same. Any such entry or abatement or removal shall not be deemed a trespass.”

Also, Town Counsel’s modifications indicate that the agreement must be signed by the Conservation Commissioners and notarized. Will a notary be in attendance in the event the Commission votes to accept the restrictive covenant?

Thanks,

Joe

On July 19, 2018 at 11:29 AM Lyndsy Butler <lbutler@townsend.ma.us> wrote:

Joe,

Please see the response from town counsel.

Best,

Lyndsy

From: Katharine L. Klein [<mailto:KKlein@k-plaw.com>]
Sent: Thursday, July 19, 2018 1:21 AM
To: 'Lyndsy Butler' <lbutler@townsend.ma.us>
Cc: 'James Kreidler' <jkreidler@townsend.ma.us>; David C. Jenkins <DJenkins@k-plaw.com>
Subject: RE: FW: FW: Warren Road

Lyndsy:

If the Conservation Commission wishes to, the language in Paragraph F(2), quoted by Mr. LoPilato, may be deleted from the Covenant. The Town still has other remedies, i.e., to proceed to court to obtain injunctive and other equitable relief against violations. In that case, I recommend that the Town retain the right to recover all reasonable costs and expenses, including attorney’s fees.

Katie

Katharine Lord Klein

KP | LAW
101 Arch Street, 12TH Floor
Boston, MA 02110
O: (617) 654 1834
F: (617) 654 1735
kklein@k-plaw.com
www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, and destroy any hard copies you may have created and notify me immediately.

From: Lyndsy Butler [<mailto:lbutler@townsend.ma.us>]
Sent: Tuesday, July 17, 2018 3:01 PM
To: Katharine L. Klein <KKlein@k-plaw.com>
Subject: FW: FW: FW: Warren Road

Katherine,

Please see below.

Best,

Lyndsy Butler

From: Cheryle and Joe LoPilato [<mailto:jlopilato@comcast.net>]
Sent: Tuesday, July 17, 2018 2:24 PM
To: Lyndsy Butler <lbutler@townsend.ma.us>
Subject: Re: FW: FW: Warren Road

Hi Lyndsy,

Regarding paragraph F(2), Town Counsel has misidentified the problematic clause. The clause to which I cannot agree is as follows:

In addition to, and not in limitation of the foregoing, the Town shall have the right to demolish and/or remove, at the expense of any responsible party, any improvement, structure, or condition that is contrary to the intent and meaning of this covenant, if after ten (10) days from written notice of such violation, the responsible party shall fail to correct the same. Any such entry or abatement or removal shall not be deemed a trespass

- Joe

On July 17, 2018 at 10:05 AM Lyndsy Butler <lbutler@townsend.ma.us> wrote:

Joseph,

Please see the attached response from town counsel.

Best,

Lyndsy Butler

Conservation Administrator

Town of Townsend

Townsend, MA 01469

978-597-1700 x1740

lbutler@townsend.ma.us

If this email is received by a multi-member public board, commission or committee please take care to never “respond to all” as you may inadvertently create a violation of the open meeting law.

The contents of this email and any attachments are the property of the Town of Townsend and subject to the Public Records Law, M.G.L. c. 66, section 10. When writing or responding, please remember that the Secretary of State’s Office has determined that email is a public record and not confidential.

From: Katharine L. Klein [<mailto:KKlein@k-plaw.com>]
Sent: Thursday, July 12, 2018 3:33 PM
To: 'Lyndsy Butler' <lbutler@townsend.ma.us>
Cc: 'James Kreidler' <jkreidler@townsend.ma.us>; David C. Jenkins <DJenkins@k-plaw.com>
Subject: RE: FW: Warren Road

Lyndsy:

Thanks for passing along these comments from the developer. My responses are below:

Paragraph C(1): I continue to be of the opinion that the installation of underground tanks, septic systems, utilities and other underground structures should not be permitted within the Protected Area. Activities of this nature do not further the objectives of the Wetlands Bylaw.

Paragraph C(4): If the intent is to allow a municipal well, I would specify that.

Size of the Protected Area: If the Conservation Commission is of the opinion that the entire 10 acres should be protected, I would not agree to reduce it. Otherwise, this is a decision for the Commission. A new plan would be required.

General Provisions – Paragraph F(2):

1. While I agree that the possibility one may have to pay the attorney's fees of the other party may be a deterrent to asserting rights, this is a common provision in agreements of this nature. Looked at another way, it might act as a deterrent to breaching the covenants and restrictions in the Covenant.
2. The placement of a lien for the non-payment of legal fees does not, in my opinion, constitute a deprivation of due process of law. There are multiple statutory provisions where the failure to pay results in the imposition of a lien, e.g., real estate taxes. Moreover, by definition, if the developer signs the Covenant, it has, by definition, consented to the placement of the lien, so there is no due process argument. However, this is a decision for the Commission.

Let me know if I can provide further assistance.

Katie

Katharine Lord Klein

KP | LAW
101 Arch Street, 12TH Floor
Boston, MA 02110
O: (617) 654 1834
F: (617) 654 1735
kklein@k-plaw.com
www.k-plaw.com

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From: Lyndsy Butler [<mailto:lbutler@townsend.ma.us>]
Sent: Thursday, July 12, 2018 9:33 AM
To: Katharine L. Klein <KKlein@k-plaw.com>
Cc: 'James Kreidler' <jkreidler@townsend.ma.us>
Subject: FW: FW: Warren Road

Katherine,

Please see the email below from Mr. LoPilato. There are a few concerns that he has in regards to the revisions. Please advise.

Lyndsy Butler

Conservation Administrator

Town of Townsend

Townsend, MA 01469

978-597-1700 x1740

lbutler@townsend.ma.us

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From: Cheryle and Joe LoPilato [mailto:jlopilato@comcast.net]
Sent: Wednesday, July 11, 2018 9:35 PM
To: Lyndsy Butler <lbutler@townsend.ma.us>
Subject: RE: FW: Warren Road

Hi Lyndsy,

This email is to follow up on my comments to the Commission this evening regarding the restrictive covenant for 45 Warren Road.

First, following up on a couple of Town Counsel comments:

1. Paragraph C(1) – this provision is desirable to prevent the unnecessary burden of affirmative prohibitions on a home owner in the event it becomes necessary to perform remediation on systems that service the home, such as the septic system. In any event, any work done within the jurisdiction of the Commission would require appropriate permits.
2. Paragraph C(4) – potential acquisition of the property by the Town for the protection of water resources has been discussed in the past. Accordingly, I believe that an exception for water wells is in the interest of all parties.

Regarding provisions that am not able to agree to:

1. The size of the protected area– the restriction as presented to Town Counsel covered 10 acres, an area in excess of the original agreement, as a good faith concession because the Parties believed that Massachusetts General Laws prohibited the restriction from lasting into perpetuity. Given the restriction apparently can last into perpetuity, I am proposing that the Protected Area be specified as 9.3 acres. This enhances the usable space of a potential home owner by nearly 30% while satisfying the parties original agreement to protect 9.3 acres (or thereabouts).
2. General Provisions Paragraph F(2) –
 1. Legal fees and costs - because a provision requiring the land owner to pay the legal fees and costs of the Town acts as a deterrent to an ordinary citizen asserting their rights, I cannot agree to portions of F(2) that provide for such. I do think it is reasonable, if the town prevails, for the land owner to pay the costs to remedy or abate the violation.
 2. Improvements or structures – Because I believe every citizen has the right to expect that a government entity will not deprive them of property without due process of law, I cannot agree to the final two sentences of Paragraph F(2).

Please feel free to call me at 978-399-9102 if you have any questions. Also, you may pass that number to town counsel as I am happy to discuss these and any other related matters with her.

Sincerely,

Joe LoPilato

APPROVAL OF ACCEPTANCE

On this ____ day of August, 2018, the Town of Townsend, acting by and through its Board of Selectmen, hereby approves of the Conservation Commission's acceptance of the foregoing Restrictive Covenant from Joseph Lopilato Real Estate Development, LLC relative to property located at 45 Warren Road, Townsend.

TOWN OF TOWNSEND,
By its Board of Selectmen

Sue Lisio, Chairman

Cindy King, Vice-Chairman

Wayne Miller, Clerk

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of August, 2018, before me, the undersigned Notary Public, personally appeared _____, member of the Townsend Board of Selectmen, as aforesaid, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Townsend.

Notary Public
My Commission Expires:

RESTRICTIVE COVENANT
RE: 45 WARREN ROAD, TOWNSEND

JOSEPH LOPILATO REAL ESTATE DEVELOPMENT, LLC, a Massachusetts limited liability company with a principal place of business at 83 Ash Street, Townsend, Massachusetts for itself, its successors and assigns ("Grantor"), agrees that the following restrictive covenant shall apply to an area of land described as:

A portion of those premises described in a deed recorded with the Middlesex South Registry of Deeds in Book 69846, Page 479, said portion being identified as "Part of Lot 1, Conservation Easement, 9.3 +/- acres" on a plan of land entitled "Easement Plan, Townsend, Massachusetts, dated July 11, 2018," prepared by Ducharme & Dillis Civil Design Group, Inc., said plan being recorded herewith as Plan ____ of 2018 (the "Protected Area").

A. Purposes. The purpose of this covenant is to protect and restrict the use of the Protected Area, consisting primarily of wetlands, including the so-called "Witches Brook," and situated in the Aquifer Overlay District for the Town of Townsend, more specifically:

1. Consistent with Section 138-1 paragraph A of Chapter 138 of the Townsend General Bylaws (the Townsend Wetlands Bylaw), to protect the public interest in wetlands by controlling activities deemed to have a significant effect upon wetland values including, but not limited to, public or private water supply, groundwater, flood control, erosion control, sedimentation control, storm damage prevention, water pollution, fisheries, wildlife, protection of surrounding land, streams, ponds, or other bodies of water (the "values") excepting, however, that this covenant shall not be construed as granting upon the public any right to enter upon the Protected Area without express consent of the owner of the Protected Area; and
2. Pursuant to an Order of Conditions granted by the Townsend Conservation Commission and recorded in the Middlesex South Registry of Deeds in Book 63139, Page 148 and any amendments thereto, to mitigate the impact of disturbance to a portion of the Riverfront Area of Witches Brook so that the Grantor, its successors and assigns may access the productive, upland area of land adjacent to the Protected Area, as shown on the plan.

B. Prohibited Acts and Uses. Subject to the exceptions set forth in Paragraph C below, the Grantor will neither perform nor allow others to perform the following acts and uses, which are prohibited on, above and below the Protected Area:

1. Constructing or placing of any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility;
2. Mining, excavating, dredging or removing from the Protected Area of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. The use of motorized, recreational vehicles such as motorcycles and ATVs;
5. Activities detrimental to drainage, flood control, water conservation, public or private water supply, erosion control or soil conservation; and
6. Any other use or activity which would materially impair the values described in paragraph A of this covenant.

C. Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in paragraph B are permitted in the Protected Area, but only if such acts or uses do not materially impair the values described in paragraph A of this covenant and only pursuant to and in accordance with all appropriate and necessary permits and permissions, including without limitation, the Order of Conditions, and all filings with and approvals from the Town of Townsend Conservation Commission and the Massachusetts Department of Environmental Protection, as applicable:

1. Excavation and removal of soil, gravel or other mineral resource or natural deposit as may be incidental to the installation or maintenance or removal septic systems, utilities, and other underground structures or to the maintenance of good drainage or soil conservation practices provided such activity is preceded by the filing of a Request for Determination of Applicability with the Townsend Conservation Commission;
2. The maintenance of piles of limbs, brush, leaves and similar biodegradable material originating within the Protected Area provided such piles are not conspicuous or otherwise interfere with the values described in paragraph A of this covenant;
3. The placing of fences that do not interfere with the conservation values described in Paragraph A of this covenant;
4. Digging or drilling of water wells;
5. Selective cutting of trees for fire protection, unpaved trail and road maintenance, tick control, or otherwise to preserve the present condition of the Protected Area; and

6. Erection of signs by the owner of record identifying themselves as holder of the covenant and specifying limitations related to public access.

D. Permitted Acts and Uses. All acts and uses not prohibited by paragraph B are permissible provided they do not materially impair the purposes or conservation values of this conservation restriction and, where applicable, are accompanied by appropriate filings with the Townsend Conservation Commission and Massachusetts Department of Environmental Protection.

E. Term. The term of this covenant shall be perpetual, and this covenant shall be deemed to run as a binding servitude with the Protected Area. Grantor agrees that this covenant, including the restrictions contained therein, shall be considered an "other restriction held by a governmental body," as that term is used in G.L. c. 184, §26, and thus not subject to the limitations on the enforceability of restrictions in G.L. c. 184, §§26-30, and, in any event, shall bind and run with the Protected Area for a period of two hundred (200) years from the recording hereof; nevertheless, if recording of a notice is ever needed to ensure that this covenant is enforceable for said two hundred (200) year term, the Grantor and the Grantor's successors and assigns hereby appoint the Town of Townsend as its agent to execute and record such notice and agrees to execute and record such notice upon request.

F. General Provisions.

1. Access. The Town of Townsend (the "Town") shall have the right to enter upon the Protected Area to inspect the same for compliance with the terms of this covenant and to abate or remediate any violations thereof.
2. Enforcement. This covenant is for the benefit of and is enforceable by the Town. The Town shall have the right (but not the obligation) to enforce this covenant by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations or potential violations, including, without limitation, relief requiring restoration of the Protected Area to its condition prior to the time of the injury complained of (it being agreed that the Town will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Town for the enforcement of this covenant. The Town shall have the right to recover all reasonable costs and expenses (excluding attorneys' fees) incurred in enforcing this covenant or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event that the Grantor is required to reimburse the Town pursuant to the terms of this paragraph, the amount of such costs, until discharged, shall constitute a lien on the Protected Area.
3. Waiver. Enforcement of the terms of this covenant shall be at the discretion of the Town. The failure to enforce any rights, reservations, restrictions, or conditions contained in this covenant, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not alter or affect its enforcement.
4. Severability. Whenever possible, each provision of this covenant shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this

covenant as to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which shall be given effect without the invalid provision or application, and, to this end, the provisions of this covenant are declared to be severable.

[Signature Page Follows]

Executed under seal this _____ day of _____, 2018.

Joseph LoPilato Real Estate Development, LLC
by:

Joseph M. LoPilato, Manager

Cheryle L. LoPilato, Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Joseph M. LoPilato, as Manager of Joseph LoPilato Real Estate Development, LLC, and proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of said LLC.

_____, Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared Cheryle L. LoPilato, as Manager of Joseph LoPilato Real Estate Development, LLC, and proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of said LLC.

_____, Notary Public
My Commission Expires: _____

ACCEPTANCE

The Townsend Conservation Commission hereby accepts this Restrictive Covenant from Joseph LoPilato Real Estate Development, LLC this ____ day of _____, 2018.

TOWN OF TOWNSEND,
By Its Conservation Commission

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this _____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, member of the Townsend Conservation Commission, and proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Townsend.

_____, Notary Public

My Commission Expires: _____



4.1
OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

BOARD OF SELECTMEN

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

July 26, 2018

Ms. Sue Lisio
Chairman, Board of Selectman
Town of Townsend
272 Main Street
Townsend, MA 01469

Dear Ms. Lisio:

Congratulations! I am pleased to notify you that the Town of Townsend has received a Massachusetts Community Development Block Grant award of \$800,000. I want to thank you for your commitment to community development efforts in the Town of Townsend. Through this funding and your continued support, we hope to assist you in strengthening your community and enhancing the quality of life of your residents.

You will be receiving further instructions from the Department of Housing and Community Development on next steps, and please feel free to contact Mark Southard (Mark.Southard@mass.gov) if you have any questions.

Sincerely,

Handwritten signature of Charles D. Baker in black ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in black ink.

Lt. Governor Karyn E. Polito



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle L. Chan, Undersecretary

JUL 26 2018

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

Dear Ms. Lisio:

On behalf of Governor Charles D. Baker and Lt. Governor Karyn E. Polito, I am pleased to award the Town of Townsend an FY 2018 Community Development Fund grant in the amount of up to \$800,000 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.

This award is contingent upon the execution of a CDBG grant contract between the Department of Housing and Community Development (DHCD) and the U.S. Department of Housing and Urban Development, as well as on the Town of Townsend's execution of a grant contract with DHCD and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact person identified in your application. The Town of Townsend may incur pre-agreement costs for administrative and other start-up costs not subject to 24CFR Part 58, Environmental Review, as of July 1, 2018.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which DHCD has authorized grant funding. If you have any questions concerning this award, please contact Mark Southard, Community Development Manager, Division of Community Services, at (617) 573-1436.

Congratulations once again. I look forward to working with you to address the Town of Townsend's community development needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Janelle Chan", written over a horizontal line.

Janelle Chan
Undersecretary, DHCD

JC/MS/dlm

cc: Please see attached list for those receiving copies of this letter

The following have received copies of this letter:

Senator Dean Tran

Representative Sheila Harrington

Congresswoman Niki Tsongas

MS/dlm



TOWNSEND FIRE-EMS DEPARTMENT

Proudly serving the citizens of Townsend since 1875

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

Mark R. Boynton
Chief of Department

Headquarters: 978-597-8150

Fax: 978-300-5786

MEMORANDUM

To: James Kreidler, Town Administrator

From: Mark R. Boynton, Fire – EMS Chief *MRB*

Subject: Mass Health Ambulance Certified Public Expenditure Program

Date: July 13, 2018

Back in September of 2017 Townsend Fire-EMS entered into Mass Health Ambulance CPE program in an effort to recover additional Medicaid reimbursement funds. The CPE program is an ongoing cost-based reimbursement program designed to help public ambulance/EMS providers recover additional federal revenue up to the actual incurred cost of providing services to MassHealth beneficiaries.

As a result the program found our allowable costs for MassHealth services exceeded the MassHealth interim payments received through the traditional fee for service billing, therefor we have received an additional reimbursement in the amount of \$26,018.00. Essentially what this means is the cost for us to provide ambulance services to MassHealth beneficiaries exceeds the fees we are allowed to bill.

I respectfully request the funds received in the amount of \$26,018.00 be accepted and placed in the Ambulance Receipts Reserve Account as they are reimbursement funds for providing ambulance service to MassHealth beneficiaries.

**TOWN OF TOWNSEND
ZONING BOARD OF APPEALS
272 MAIN STREET
TOWNSEND, MA 01469**

| | |
|---|--|
| TO: Planning Board Board of Health Conservation Commission Board of Selectmen Building Inspector | Police Chief Fire Chief Highway Water Department Assessors |
|---|--|

REFERRAL NOTICE

Please Review the attached application and relay to the Zoning Board of Appeals any questions or concerns you may have. This referral is required under §145-65 of the Townsend Zoning Bylaw. Under MGL Ch. 40A, Sec. 11, comments should be provided within 35 days. Failure to make recommendations shall be deemed lack of opposition. Ch. 40A also requires you to notify the applicant of your comments.

APPLICANT: Derek Lundeen
LOCUS ADDRESS: 99 Clement Road
PARCEL ID: Assessor's Map 17, Block 98, Lot 0

Date of Hearing: August 15, 2018 @ 7:15 pm
Date of Referral: July 18, 2018

Petition: *(from legal notice)*

Board of Appeals will hold a public hearing on **Wednesday, August 15, 2018 at 7:15 p.m.** at Memorial Hall, 272 Main St., on the application of **Derek Lundeen** for a **Special Permit** under Zoning Bylaw Sections 145-36, 145-64, 145-65 and 145-66. The applicant is requesting a Special Permit to construct an accessory apartment at the property located at 99 Clement Road. **(Assessor's Map 17, Block 98, Lot 0).**

COMMENTS: _____

NO COMMENT _____

SIGNED: _____ **DATE:** _____

**TOWN OF TOWNSEND
ZONING BOARD OF APPEALS
272 MAIN STREET
TOWNSEND, MA 01469**

| | |
|---|--|
| TO: Planning Board Board of Health Conservation Commission Board of Selectmen Building Inspector | Police Chief Fire Chief Highway Water Department Assessors |
|---|--|

REFERRAL NOTICE

Please Review the attached application and relay to the Zoning Board of Appeals any questions or concerns you may have. This referral is required under §145-65 of the Townsend Zoning Bylaw. Under MGL Ch. 40A, Sec. 11, comments should be provided within 35 days. Failure to make recommendations shall be deemed lack of opposition. Ch. 40A also requires you to notify the applicant of your comments.

APPLICANT: Edward and Diane Coffin
LOCUS ADDRESS: 168 Lunenburg Road
PARCEL ID: Assessor's Map 8, Block 39, Lot 0

Date of Hearing: August 15, 2018 @ 7:45 pm
Date of Referral: July 18, 2018, 2018

Petition: *(from legal notice)*

Board of Appeals will hold a public hearing on **Wednesday, August 15, 2018 at 7:45 p.m.** at Memorial Hall, 272 Main St., on the application of **Edward and Diane Coffin** for a **Special Permit** under Zoning Bylaw Sections 145-36, 145-64, 145-65 and 145-66. The applicant is requesting a Special Permit to construct an accessory apartment at the property located at 168 Lunenburg Road. (**Assessor's Map 8, Block 39, Lot 0**).

COMMENTS: _____

NO COMMENT _____

SIGNED: _____ **DATE:** _____



Massachusetts Office on Disability

One Ashburton Place, Room 1305 Boston, MA 02108

Charles D. Baker, Governor
Karyn E. Polito, Lt. Governor
David D'Arcangelo, Director

617-727-7440 TTY
800-635-2020 TTY
617-727-0965 FAX

DATE: _____ AGENDA: [] YES [] NO
Chair: _____ V. Chair: _____
COMMENTS:

RECEIVED

July 27, 2018

AUG 07 2018

BOARD OF SELECTMEN

Dear Applicant:

The Massachusetts Office on Disability (MOD), is pleased to announce the **Municipal ADA Improvement Grant Program** application and selection process for FY19. Eligible applicants include any Massachusetts city or town, (hereinafter referred to as "Applicants.")

These grants will support capital improvements specifically dedicated to improving programmatic access and/or removing barriers encountered by persons with disabilities in Applicant facilities throughout the Commonwealth.

Project Grants of up to \$250,000 will be awarded to successful Applicants to remove barriers and create and improve accessible features and programmatic access for persons with disabilities throughout the Commonwealth.

Planning Grants will also be awarded to assist a community in creating or updating a Self-Evaluation or Transition Plan required under Title II of the ADA.

Examples include but are not limited to increasing both physical access and programmatic access through the addition of features such as: ramps, elevators, power lifts and Limited Use/Limited Application (LULAs), signage, communication access devices, curb cuts and/or any other features that are designed to improve architectural access and/or programmatic access. Grants will be awarded on a competitive basis to projects that demonstrate real and tangible positive impacts to persons with disabilities.

Municipalities that have selected the "Public Accessibility Best Practice" option of the Community Compact Cabinet (CCC) (<https://www.mass.gov/orgs/community-compact-cabinet>) will receive additional points to their application score. Every City or Town in the Commonwealth is eligible to apply.

Application Process and Deadlines; FY19 Application period is from August 1, 2018 through October 1, 2018. All FY19 grants must be submitted using the online application portal. For grant related instructions and the online application portal, please visit our website at www.mass.gov/mod/adagrant.

Thank you for your interest in improving access for persons with disabilities. We look forward to working with you. **Please share this with your department heads.**

Sincerely,

David D'Arcangelo
Director

Highway Department
177 Main Street
Townsend, Massachusetts 01469
Tel: (978) 597-1712
Fax: (978) 597-0726

Update 06/23/16

Massachusetts Hoisting Equipment License Information;

License Number: HE183739

Grade: Hoisting Engineer – 4B

Expiration Date: 6/17/19

Name and contact information of insurer (a valid, current certificate of insurance must be attached);

Rowley Agency – 603.224.2562

DETAILS OF EXCAVATION

Exact Location of Excavation – Street: Borings on West Meadow Rd over Locke Brook Bridge.
House Number: to

Scope of Work:

4 test borings at the bridge over Locke Brook on W. Meadow Rd. 2 boring on north side and 2 borings on south side. All borings on shoulder or off the road.

Length of Cut: 4" Depth of Cut: 90' +/-

Start Date: 7/23/2018 Estimated Working Days: 8

NOTIFICATION DATES:

Dig Safe: 20182902492

Detail Officer Required: Yes X No

Highway Superintendent: James A. Smith

Date: 7/18/18

Board of Selectmen: [Signature]

[Signature]

Date: 8/7/18

Fee Received: \$100.00

Check #: 065598

NOTE: Application must be completed and submitted to the Highway Department no less than 48 hours before work begins.

