



OFFICE OF THE BOARD OF SELECTMEN

Wayne Miller, *Chairman*
Don Klein, *Vice-Chairman*
Veronica Kell, *Clerk*

James M. Kreidler, Jr.
Town Administrator

SELECTMEN'S MEETING MINUTES FOR AUGUST 18, 2020 AT 6:00 P.M.

Governor Baker declared a State of Emergency to respond to COVID-19 on March 10, 2020 and ordered a suspension of certain provisions of the Open Meeting Law M.G.L. c. 30A, s 20.

The Board of Selectmen closed the town offices, including boards and committee meetings consistent with the Governor's order, to public access to promote social distancing and reduce the spread of COVID-19.

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 WM called the meeting to order
Roll call vote showed 3 members present: Chairman, Wayne Miller (WM) Vice- Chairman, Don Klein (DK) and Clerk, Veronica Kell (VK)
- 1.3 WM announce the virtual meeting is being recorded.
- 1.3 Chairman's Additions or Deletions (none)
- 1.4 Public Comment Period.
Joan Savoy commented that Mr. Kreidler's contract is on the Townsend Next Door page. Mr. Kreidler commented to Ms. Savoy that the contract is a public document and is posted on the Town website. Ms. Savoy asked what Mr. Kreidler schedule was. Ms. Savoy asked if they could meet outside at the picnic table.
VK asked about the security and camera location for the drop off box.

II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:

- 2.1 6:10P.M. Kathleen Spofford Town Clerk, RE: Election Updates
Kathleen Spofford, Town Clerk announced what the early voting hours were and the location. Ms. Spofford stated the last day to register to vote is August 22, 2020.
- 2.2 6:15P.M. Energy Committee, RE: Solar discussion
Brent Carney, Ron Montgomery, Mike Brown and Ed Hermann joined the Board virtually. The Energy Committee called their meeting to order at 6:11P.M. WM explained the Board wanted to meet with the Energy Committee to discuss the Town's energy needs. VK wanted to work with all the Town Departments collectively with the Energy Committee to create a masterplan for the future needs of the Town, specifically citing the Municipal Vulnerability Plan that the Planning Board and many other Departments in town have been working on. VK acknowledged the Committee's work in the reduction of energy consumption and making it more efficient. VK would like the Energy Committee to look at solar projects and renewable energy. Brent Carney explained the Energy Committee has been working exclusively on the Green Communities Plan.

The Energy Committee did reach out to the former Town Administrator and Selectmen and it was difficult to get a response. Mr. Carney explained the Committee is hesitant to create a plan without support of the Selectmen and the community. WM stated the Committee has the attention of the BOS. Mr. Kreidler to work with the Energy Committee to decide next steps. Mr. Carney to forward the process that was done previously for the Board to review.

The Energy Committee voted to close the meeting.

- 2.3 6:35P.M. Water Commissioners, RE: Discussion on Superintendent, IT/MIS, and budget.
Nathan Mattila and Michael MacEachern called the Water Commissioner's meeting to order.

Mr. Mattila informed the Board he was recording the meeting.

Mr. Mattila asked what the status is of the IT contract for the Water Department, explaining they did not have email for over a week and really need to get the contract in place. Mr. MacEachern asked how the Department could retrieve their prior emails. Mr. Kreidler explained Guardian is setting up an email to capture the prior emails that White Mountain can extract. Mr. Kreidler relayed White Mountain was not aware they would need their own fire wall. White Mountain is working on a plan to develop their own fire wall so they can be completely separated from the Town. Mr. Kreidler informed the Board it should be completed next and they will work with the Town IT contractor, Guardian to get the Water Department on their own. WM ask Mr. Kreidler to work with Guardian and White Mountain to finish the project.

Additional discussion included: Indirect costs calculations, status of Water Superintendent position, and proposed changes for the job descriptions of the Water Department employees, acceptance of the Collins Institute job descriptions and comp/class plan by the Board of Selectmen.

Nathan Mattila moved to adjourn the Water Commissioner's meeting at 6:49P.M. Mr. MacEachern seconded. Unanimous vote.

- III. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN:
3.1 Reappoint Karen Hill and Ann Le'Cuyer to the Conservation Commission for a three-year term effective July 1, 2020 to June 30, 2023.

VK moved to reappoint Karen Hill to the Conservation Commission. VK amended the motion "to reappoint Karen Hill to a three-year term effective July 1, 2020 to June 30, 2023". DK seconded. VK referred to a letter that was submitted by Karen Hill. VK stated she would not recuse herself. VK clarified there is nothing in the conflict of interest law that requires a person to recuse themselves because someone apparently doesn't like them. VK stated that accusations made against her in the letter aren't grounded in fact. and the claims made in the letter are unsubstantiated. VK relayed she is most concerned with the last paragraph of the letter where derogatory remarks are made against the town and she would not want someone on a Commission, much less a regulatory commission, that feels that way about the town she serves.

DK agreed with VK comments regarding the letter and the comments made in the last paragraph and stated that he was not inclined to reappoint her.

Mr. Henkels, Townsend Conservation Agent, read a letter into the record regarding Ms. Hill. (please see attached)

Ms. Hill explained the reasoning of why she submitted the letter sent to the Board. (please see attached)

Joan Savoy requested that the letter be read out loud. Mr Kreidler stated that the letter will be part of the public record and that there is no value in reading it out loud. most

Vote taken: WM (YES), VK (NO), and DK (NO)

VK moved to appoint Anne LeCuyer to the Conservation Commission for a term effective July 1, 2020 to June 30, 2023. DK seconded. Unanimous vote.

- 3.2 Appoint Paul Theodoulou as a full-time Police Officer for the Townsend Police Department for term effective August 18, 2020 to June 30, 2021 contingent upon the passing a medical exam and background check with a one-year probationary period.

VK moved to appoint as a full-time Police Officer for the Townsend Police Department for a term effective September 7, 2020 to June 30, 2021 contingent upon the passing of a medical exam and background check with a one-year probationary period. DK seconded. VK requested clarification of the probationary period and appointment term. Mr. Kreidler explained Police Officers are appointed yearly as the law requires and his probationary period would continue to September.

- 3.3 Discuss/Appoint Selectmen's Representative to MRPC and MJTC.
VK explained she is the liaison to MRPC under her General Government responsibilities. Mr. Kreidler relayed it has been practice to have the general government liaison be the representative.

VK moved to appoint Veronica Kell as the representative to MRPC for a period ending June 30, 2020. WM asked if VK would like to take both the positions. VK asked DK if he would still like to be the MJTC representative. DK explained it was difficult for him to get to the meetings and would be happy to turn it over to VK.

VK moved to appoint Veronica Kell as the Board of Selectmen's representative to both MRPC and MJTC. DK seconded. Unanimous vote

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 4.1 Discussion, RE: Town Properties Committee Appointments.

VK explained all Town Properties Committee members appointments expired at the end of the fiscal year. VK reviewed the make-up of the Committee as written in the bylaw (see attached). VK relayed some previous members of the committee may want to be reappointed. Mr. Kreidler to reach out to the Committees/Boards for any members that would like to be considered for appointment and to post for the at-large members. VK explained the Committee is needed to to be appointed due to the Planning Board receiving two DLTA and a feasibility study needs to be done on town properties or other locations for age-restricted housing.

VK would like to have the reappointments to be on the agenda at the next meeting

- 4.2 Discussion/Vote removing the reference to the Deputy Chief position from the comp/class plan as submitted by the Collins Institute.

VK moved to remove the reference to the Deputy Chief position from the comp/class plan as submitted by the Collins Institute. DK seconded. Unanimous vote.

- 4.3 Review/Vote/Sign the Shared Streets and Spaces Grant Application for submittal.
Mr. Kreidler shared the application and schematics with the Board (see attached). Mr. Kreidler explained what the grant can be used for and the timeline for submittal and award. The Board reviewed the application, the projects proposed, and estimated budget. Mr. Kreidler asked for guidance on the proposed Recreation exercise court as part of the National Fitness Campaign grant. WM expressed his opinion that it should not be tied into the fitness campaign as the Board has not decided whether the project would fit for the location proposed. DK recalled the Recreation Commission was to come forth with a plan prior to further discussion and approval. VK reviewed the minutes of the meeting in February 11, 2020, when it was previously discussed and did like the concept of the location and that it was near the Recreation Center, but had a concern of how it would fit in with the farmers market proposed in the same location. VK not certain the Recreation Commission has the matching \$30,000 that would be required for the National Fitness Campaign and that should be determined before the decision is made. Mr. Kreidler explained in a prior discussion with the Board, Recreation was asked to look at alternative sites. WM agreed with putting the \$30,000 in for a fitness/exercise court as that would allow for flexibility to either use the National Fitness Campaign grant or not for a Fitness course.

DK questioned the number of parking spots that would be added behind town hall. JK responded 20 +/- spaces.

VK moved that we submit the grant for Shared Streets and Spaces grant with the addition of \$30,000.00 in the grant requested amount and removing the \$30,000 from the reference of the National Fitness Campaign. DK seconded. Unanimous vote.

- 4.4 Discussion, RE: Policy for posting, hiring, and supervision of positions.
VK mentioned this was continuation of prior meeting discussion. Mr. Kreidler relayed to Counsel the Board's concern regarding nepotism. The Board to review the opinion of Counsel at a future meeting on September 1, 2020 (see attached).

Kathy Spofford reminded the Board there is an election scheduled for September 1, 2020. WM stated the meetings are done remotely so it should not interfere with the election

- 4.5 VK moved to declare surplus:
2007 Ford F350 (Squad) - value to be determined
1996 Ford F350 Bucket Truck (Truck 10) - value to be determined
2001 Articat 600 Snow Machine - value to be determined
DK seconded. Unanimous vote.

- 4.6 Review/Approve updated policy, RE: Use of credit cards.

The Board reviewed the policy (see attached). Mr. Kreidler reviewed the proposed changes of the policy, outlining the amendment would allow use of a single major credit card, like a visa/mastercard, to allow for a purchase such as a Zoom account that can take payment only

through a credit card. Mr. Kreidler explained in accordance with the Selectmen's policy this is the first reading of the changes, offering the Board an opportunity to review the amendments. Mr. Kreidler further stated the Board could approve now if they preferred.

VK moved that we consider this a first reading as a change for the use of credit cards. DK seconded.

VK relayed she could not find the policy on the website. VK requested more time to review the proposed changes. VK asked if there was a sign-off form for staff to agree to the policy. VK expressed she would prefer to discuss in a work session. VK noted a typo with the word vendor. VK would like to review further to control verbiage and inquired when she would suggest proposed amendments. Mr. Kreidler explained at the second reading the Board would review any members suggestions for changes of the policy. Unanimous vote.

- 4.7 Review/Approve and sign out of session an amended and restated conservation restriction, RE: 16 Boutelle Road.

VK recused herself from the discussion. Mr. Kreidler from an appearance of a conflict due to her work on the Land Trust. The Board reviewed the amended and restated conservation restriction for 16 Boutelle Road (see attached). DK moved to approve and sign out of session the amended and restated conservation restriction references 16 Boutelle Road. WM seconded. Unanimous vote.

V. WORK SESSION - VOTES MAY BE TAKEN:

- 5.1 Town Administrator updates and report.

5.1.1 Townsend Community Access Media, Inc.

- 5.1.1.1 Review/Discuss chronology of events and actions taken by the town for the formation of a cable access non-profit corporation.

Mr. Kreidler reviewed the actions taken from previous Boards to form the cable access corporation as requested by VK (please see attached). Mr. Kreidler explained the operating agreement need to be approved by the Selectmen. The Board reviewed the agreement and Town Counsel's recommendations (Please see attached).

VK questioned when the Board approved the bylaws and further expressed concern they were not filed with the Secretary of State. Mr. Kreidler explained the bylaws were approved by the corporation and the Selectmen. VK concerned with the operating agreement not being referenced in the bylaws. VK questioned the bylaws referencing the issuing authority but the definition of the issuing authority is not in the bylaws and is only in the draft operating agreement. VK noted the bylaws say that the initial Board of Directors will be appointed by the Board of Selectmen, questioning if the Board had already appointed the Board of Directors. Mr. Kreidler explain the Board of Selectmen previous voted to allow the Town Administrator to execute documents during the pandemic on behalf of the Board with approval of the Chairman. Addition discussion included: clarification of section 5 of the agreement, the annual report referenced in the bylaws, operating agreement drafted by Town Counsel and Special Counsel, future meeting with the Directors of the corporation, changes/amendments to the bylaws at meeting with the Board of Directors, funding of the corporation, senior center/library not covered in the agreement. VK to send list of concerns to the Town Administrator to be sent to Special Counsel for consideration.

- 5.1.1.2 Review/Approve/Sign the agreement between the Town of Townsend and Townsend Community Access Media, Inc., as recommended by Special Counsel. (see above discussion)
- 5.1.2 Update, RE: Sidewalk Projects.
Mr. Kreidler reviewed the history and the steps taken regarding the common and RT 119 sidewalk projects (please attached report).
- 5.1.3 Update, RE: Email addresses for Elected Officials.
The IT contractor, Guardian will set up the email addresses. VK noted her email was set up. WM to work with Town Administrator to get his established. DK declined the to use the town email addresses.
- 5.1.4 Update, RE: COVID-19
 - 5.1.4.1 Employee Protocols
The Board reviewed the Library's employee protocols as approved by the Library Trustees (please see attached).
 - 5.1.4.2 Relief Funding Update
Mr. Kreidler explained the FEMA funds do have limitations of what can be reimbursed at 75%, noting the other 25% can be covered by Cares Act through the state level with authorization noting that \$841,000 has been approved for Townsend by the state for costs due to the pandemic. Mr. Kreidler explained the list of items that may be reimbursed and that he expects a second round of requests to be submitted to the state in the Fall. See attached for town requests. VK asked that funds for short-term rental and mortgage support for town residents be considered. VK asked if it would be logical to have the Housing Authority look at this.
- 5.1.5 Follow-up review, RE: List of Statutes Governing Municipal Contracts.
The Board reviewed the list of statutes governing contracts submitted by Counsel.
- 5.1.6 Follow-up review, RE: Ethics
Counsel relayed he would not comment on Section 19 or 23 (b) disclosures.as that would be a policy issue for the Board of Selectmen.
- 5.2 Board of Selectmen announcements, updates, and reports.
Veronica Kell:
 - Website Status
VK inquired how to fund website administrator. VK discussed updates needed on the website.
 - DLTA, age restricted housing and 43D study report.
 - Q & A with a Select Board member
WM asked VK to change the name of Q & A with a Selectman to questions with VK so people are not confused or think that Board of Selectmen are having a meeting. VK responded that it was titled to allow another selectman to participate in her place. WM does not want to be part of the conversation. DK will consider it.
 - Open Meeting Law documents and reports dissemination to board
Mr. Kreidler outlined what documents may be shared with other Board members in packets.
- 5.3 Clerk of the Board announcements for events.
(none)

- 5.4 Reports from Board liaisons.
(none)
- 5.5 VK moved to review and approve the bill payables warrant out of the session. DK seconded.
Unanimous Vote.

WM to work with Mr. Kreidler to reschedule the executive session.

VI. ADJOURNMENT:

VK moved to adjourn at 8:41P.M. DK seconded. Unanimous vote.

For detailed discussion: <https://youtu.be/EeH5WMKbnt0>

Respectfully submitted by,


Carolyn Smart
Executive Assistant

The meeting minutes for August 18, 2020 approved by the Board of Selectmen on this 23rd day of November, 2020.

Jim Kreidler

From: dave henkels <datlee6@msn.com>
Sent: Thursday, July 30, 2020 3:23 PM
To: jkreidler@townsend.ma.us
Subject: Conservation Commission

Jim,

The Zoom hearing on July 29, 2020 confirmed Mike Turgeon's resignation on June 9, 2020. As such, notification is given of a vacancy on the Commission.

Additionally, the vote was unanimous in that Vice Chairman John Hussey will remain as Vice Chair. Karen Hill was voted unanimously to become Chairperson. A unanimous vote was received, and in favor, to recommend to the BOS that Ann Le'Cuyer and Karen Hill be reappointed for a three-year term ending June 30, 2023.

Please contact me if you have any questions.
Thanks.

Dave Henkels

Dear Jim,

In anticipation of tomorrow night's Select Board Meeting, I am writing to you and the Board in support of Karen Hill's reappointment to Townsend's Conservation Commission.

In my tenure as Agent, I have had the opportunity to work with Karen on countless, diverse and often complicated conservation issues.

Karen is smart, objective, passionate, fair, even keeled, well informed and is a thoughtful, patient listener. She has volunteered and contributed enormously during her 3+ years as a Commissioner.

Karen is knowledgeable about the Wetlands Protection Act (WPA) as well as our local bylaws and the nuances of how the two intersect.

Further, she has worked with the Commission as a resident/citizen when completing projects on her own property, and thus has the unique experience and perspective to see issues from multiple points of view.

Karen is always prepared, and is fact based and well researched in forming her opinions. Plus she is willing to stand up for what she believes is right:

She is a critical asset to our Commission and to the citizens of Townsend, and to do anything other than reappoint Karen to the Commission would be a significant disservice to the town, especially in the wake of Mike Turgeon's resignation.

I strongly urge you to reappoint Karen to the Commission.

Sincerely,
Dave Henkels



28 Adams Road
Townsend, MA 01469

August 3, 2020

Wayne Miller, Chairman
Donald Klein, Vice-Chairman
Veronica Kell, Clerk
Townsend Board of Selectmen
272 Main Street
Townsend, MA 01469

Dear Members of the Board of Selectmen:

This letter is being directed to the Board to highly recommend the re-appointment of Karen Hill and Ann LeCuyer to the Conservation Commission for additional three year terms.

Both Ms. Hill and Mrs. LeCuyer have been dedicated members of the Conservation Commission. They have not only completed all necessary and ancillary courses relating to all conservation matters, but have shown integrity and logic while working with the public and the other members of the Commission.

These members have exhibited just how competent and thorough they can be when faced with difficult and different situations.

We respectfully request the Board of Selectmen approve the re-appointment of Karen Hill and Ann LeCuyer.

Thank you for your consideration.

Very truly yours


Joseph E. Gallant


Rhonda M. Gallant

From: Karen Hill <khill9@verizon.net>

Date: August 3, 2020 at 9:21:18 PM EDT

To: wmiller-bos@gmail.com, kleindon327@gmail.com, vkell-bos@gmail.com,
jkreidler@townsend.ma.us

Townsend Board of Selectmen:

Wayne Miller, Don Klein, Veronica Kell

Town Administrator James Kreidler

The following is a brief overview of the Conservation Commission and actions based upon my beliefs and actions.

In 2016, Veronica Kell, while serving on Townsend's Conservation Commission, filed false wetland violations against each member of the Commission. At a public meeting, she explained that her actions were retaliatory towards the Commission.

2017 she drafted an article for Town Meeting proposing a change to Townsend's Wetland Bylaw. The Commission had no knowledge or input on this matter. In June, of the same year, the Commission voted not to recommend her for reappointment. On her way out of her final Conservation meeting she accused the Commission of being corrupt.

Myself, I have 2 complaints against her with the town, I had a No Trespass Order against her, and she had accused my husband of stealing town property. All of which occurred prior to my joining the Conservation Commission in 2017.

It is my belief that Ms Kell, based upon her actions taken on the Conservation Commission, should recuse herself from any and all actions taken on the Conservation Commission as her role as a selectman, in my belief, are

retaliatory and discriminatory against myself, possibly others, the Commission and other town employees, and possibly violate our Civil Rights.

I believe that the town has a history discriminating against women, people of color and religious backgrounds. It is also my belief that the town has a history of retaliatory behavior and that as a potential federal witness I am being, in my opinion, singled out, with any adverse arbitrary actions taken against me.

Karen Hill, Chairman Townsend Conservation Commission
142 Pierce Rd
Townsend MA
01469



JAMES P. SARTELL
CHIEF OF POLICE

TOWNSEND POLICE DEPARTMENT
70 BROOKLINE STREET
TOWNSEND, MASSACHUSETTS 01469
PHONE (978) 597-6214
FAX (978) 597-2176

3.2

DATE: August 14, 2020

TO: James M. Kreidler, Jr. – Town Administrator
Board of Selectmen

FROM: James Sartell
Chief of Police

RE: Request to Appoint Paul Theodoulou Probationary Full-Time Police Officer

Dear Mr. Kreidler and Board of Selectmen:

On May 12, 2020 we posted a job announcement for full-time patrol officers.

After a substantial testing/vetting process and careful consideration of the applicants, I am requesting the appointment of Paul Theodoulou for the position of Probationary Police Officer effective Sept 7, 2020. Mr. Theodoulou is academy trained and will begin field training immediately.

If you have any questions or concerns, please feel free to contact me. Thank you in advance for your considerations in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James Sartell".

James Sartell
Chief of Police

Cc: Personnel/Appointment file

4.1

Town of Townsend, MA
Thursday, August 13, 2020

Chapter 127. Town Properties Committee

[HISTORY: Adopted by the Annual Town Meeting of the Town of Townsend 4-29-1997 ATM by Art. 20; amended in its entirety 12-20-2018 STM by Art. 27. Subsequent amendments noted where applicable.]

§ 127-1. Basic charge.

The Board of Selectmen shall annually appoint a seven-member committee to be known as the Town Properties Committee (TPC) charged with advising the Board of Selectmen with maintenance, acquisition and sales of all Town-owned properties.

§ 127-2. Membership and appointment.

The seven-member Town Properties Committee (TPC) shall be appointed by the Board of Selectmen. The Board of Selectmen shall first appoint the five members as follows: one member of the Planning Board, one member of the Finance Committee, one member of the Board of Assessors, one member of the Conservation Commission and one member of the Highway Department. If a member of any board, committee, commission or department declines an appointment, then the Board of Selectmen may substitute a member from the public-at-large. In making such substitution, the Board shall consider the recommendation of the respective board, committee, commission or department declining the appointment. The remaining two members shall be appointed from the public-at-large. All members of the TPC shall be annually appointed or reappointed on or before the last week of June.

§ 127-3. Property inventory.

The Board will maintain a standing inventory list of Town-owned real estate and personal property. Such inventory will be annually updated with each Town department notifying the Committee of newly acquired and recently disposed of property. The Committee will annually furnish the Town Accountant with an updated inventory listing.

§ 127-4. Property maintenance proposal and budget.

The TPC will prepare for the Board of Selectmen an annual property maintenance proposal and a proposed budget.

§ 127-5. Property acquisitions and sales.

TPC is charged with assisting the Board of Selectmen in reviewing all proposals for the acquisition or sale of real estate. Within 90 days after receiving written notification by the Board of Selectmen of a proposal to acquire or sell real estate, the TPC will report back to the Selectmen with a report containing recommendations as follows:

- A. The property's strategic value to the Town;
- B. The findings of any appraisals prepared to determine the property's worth;
- C. Findings of site visits, engineering studies, and environmental assessments;
- D. A post-acquisition management plan to ensure ongoing property maintenance;
- E. Proposed language for Town Meeting articles; and
- F. Suggested means for funding the acquisition.

§ 127-6. Advisory role.

The role of the TPC shall be advisory only and shall not supersede the role or duty of any other board or officer empowered by statute.

ARTICLE 6

§. 4

6. RECRUITMENT AND SELECTION

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

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

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

Recruitment

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

Notice of Vacancies

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

Posting and Advertisement of Job Vacancy Notices

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

Applications

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

Selection

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

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

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

References

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

Application Records

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

Appointment

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

Pre-Placement Medical Examinations

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

Other Requirements

For selected positions, driving record checks, Criminal Offender Record Information (CORI) checks and drug and alcohol checks may be required.

Failure to Report

An applicant who accepts an offer of employment and fails to report to work on the day set by the Department Supervisor, without prior approval of the change, shall be deemed to have declined the offer and the offer of employment shall be deemed withdrawn.

Nepotism

Supervisors are not allowed to hire or to supervise relatives as defined in the Massachusetts General Laws Chapter 268A-Conflict of Interest statute.

Bonding of employees

Employees, who by the nature of their job descriptions are required to handle large sums of money and/or as required by Massachusetts General Laws, shall be "Bonded" at the town's expense pursuant to M.G.L. Chapter 41, Section 109A.

The Town Clerk is bonded pursuant to M.G.L. Chapter 41, Section 13, the Tax Collector is bonded pursuant to M.G.L. Chapter 60, Section 13 and the Treasurer is bonded pursuant to M.G.L. Chapter 41, Section 35. All employees handling sums of money are covered under the Town's blanket bond policy.

Issuance of Town Property

The Department Supervisor shall issue any Town property, i.e. automobiles, computers, cellular phones and beepers, confidential manuals and other documents, keys, credit cards, uniforms and ID badges in accordance with specific department rules and regulations. Upon separation of service from the Town, the employee must return any Town property assigned to them during an Exit Interview or prior to receipt of their final paycheck.

Vacancy Exception

In the event that a position becomes vacant within fifteen (15) working days after it was filled through the process outlined in Article 6 and the Town Charter 7-10, the Department Supervisor reserves the right to reconsider the pool applicants used to fill the position vacated during the fifteen (15) working day period.

Explain all benefits and options the employee is entitled to and shall assist the employee with the completion of appropriate forms within seven (7) calendar days from the start of employment.

Obtain a signed acknowledgment from the employee that they have been orientated received a "New Employee Information Packet" and a copy of the "Union Contract." The form shall be placed in the employees personnel file.

Probationary Period for All New Employees:

All new employees hired after July 1, 2016, shall be required to successfully complete a twelve (12) month probationary period to begin immediately upon the employee's starting date. The probationary period shall be utilized to help new employees achieve effective performance standards. The Town Administrator shall use the probationary period to observe and evaluate the employee's performance against such standards. At the completion of the first six (6) months and again prior to the completion of twelve (12) months, the Town Administrator will complete a written evaluation of the new employee, the results of which will be discussed with the employee. If additional time is required to evaluate the employee, the Town Administrator may extend the probationary period for up to six (6) additional months. The employee may be dismissed without cause at any time during the probationary period. The employee shall have no right to appeal such termination through the grievance and arbitration procedures of the parties' agreement.

ARTICLE XI JOB POSTING AND BIDDING

→ When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for at least seven (7) calendar days. Existing bargaining unit employees interested shall apply in writing within the seven (7) calendar day period. If an employee applies for a higher-paid classification, he/she may be given up to a ninety (90) day trial and training period during which he/she will receive his or her "old" rate of pay; however, if he/she is promoted, he/she will receive a retroactive payment equivalent to the difference between his or her "old" rate of pay and his/her higher paid classification for the hours worked at the higher classification during the trial and training period. The final decision to promote the employee shall be made by the Town at the end of the trial period. A vacancy is defined as an opening in the Department as determined by the Board of Selectmen in consultation with the Town Administrator.

ARTICLE XII HOURS OF WORK

The hours of work and work schedule for each employee in the bargaining unit shall remain consistent with his/her hours of work prior to the ratification of this agreement. Prior to making any changes in work schedules, the Town will provide the Union with notice and an opportunity to bargain in good faith over the impacts of the proposed change.

ARTICLE XIII OVERTIME

All overtime eligible employees (Health Administrator, Facilities Manager, Recreation Director, Cemetery/Parks Supervisor), shall be paid at the rate of one and one half times their regularly hourly rate for all hours actually worked in excess of forty (40) hours in any one (1) week. Eligible employees may choose compensatory time in lieu of paid overtime for hours worked in

received a "New Employee Information Packet" and a copy of the "Union Contract". The form will be placed in the employee's personnel file.

Probationary Period for All New Employees

All new employees shall be required to successfully complete a six (6) month probationary period to begin immediately upon the employee's starting date. The probationary period shall be utilized to help new employees achieve effective performance standards. The Superintendent shall use the probationary period to observe and evaluate the employee's performance against such standards. At the completion of the first three (3) months and again at the completion of the first six (6) months, the Superintendent will complete a written evaluation of the new employee the results of which evaluation will be discussed with the employee. If additional time is required to evaluate the employee the Superintendent may extend the probationary period up to an additional six (6) months. The employee may be dismissed without cause at any time during the probationary period. The employee shall have no right to appeal termination during the probationary period.

ARTICLE 10 - JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for at least seven (7) calendar days. Employees interested shall apply in writing within the seven (7) calendar day period. If, after seven (7) days, no present union employee wants the position or is qualified for the position, the position shall be advertised for at least one (1) week in a local newspaper.

If an employee applies for a higher-paid classification, he may be given up to a ninety (90) day trial and training period during which he or she will receive his or her old rate of pay; however, if he or she is promoted, he or she will receive retroactively the difference between his or her old rate and his or her higher rate of pay for the hours worked during the trial and training period. The final decision to promote shall be made by the Town at the end of the trial period.

A vacancy is defined as an opening in the Department as determined by the Board of Selectmen.

ARTICLE 3A: JOB POSTING AND BIDDING

→ When a position covered by this Agreement becomes vacant, such vacancy shall be posted on the Town Hall Bulletin Board, the employee bulletin boards in the Highway Department, the Senior Center, the Water Department, the Cemetery and Parks Department, the Police Department and the Fire Department listing the pay, duties, and qualifications. This initial posting is for internal candidates with the members of the specific bargaining unit under which the vacancy exists receiving first priority and all other bargaining unit members as a second priority. This internal notice of vacancy shall remain posted for at least seven (7) calendar days. Internal candidates shall apply in writing within the seven (7) calendar day period.

Where qualifications, prior performance and ability to perform the responsibilities are equal, in the judgment of the Town Administrator, and when such judgment is not used arbitrarily or capriciously, the internal candidate shall be offered the position with there being no external posting.

If an employee applies for a higher paid position, he/she may be given up to a thirty (30) day trial and training period during which he/she will receive his or her "old" rate of pay; however, if he/she is promoted, he/she will receive a retroactive payment equivalent to the difference between his or her "old" rate of pay and his/her higher paid position for the hours worked at the higher classification during the trial and training period. The final decision to promote the employee shall be made by the Town at the end of the trial period.


ARTICLE 4A: HOURS OF WORK¹

The hours of work and work schedule for each employee in the bargaining unit are as shown in the table below.

¹ Hours of employees supporting Boards and Commissions (*) may be flexed to accommodate night meetings.

All multiple member bodies when established shall be composed of an odd number of members. Whenever the terms of office of a multiple member body are for more than one year such terms of office shall be so arranged that as nearly an equal number of terms as is possible will expire each year.

Section 7-10. Notice of Vacancies



Whenever a vacancy occurs in any town office, position or employment, or whenever by reason of a pending retirement or expiration of a fixed term a vacancy can be anticipated, the appointing authority shall forthwith cause public notice of such vacancy to be posted on the town bulletin board for not less than ten days. Such notice shall contain a description of the duties of the office, position or employment and a listing of the necessary or desirable qualifications, to fill the office, position or employment. No permanent appointment to fill such office, position or employment shall be effective until fourteen days following the date such notice was posted to permit reasonable consideration of all applicants. This section shall not apply to positions covered by the civil service law and rules or if in conflict with the provisions of any collective bargaining agreement.

Townsend Shared Streets and Spaces Grant Proposal

Town Hall Shared Space and Exercise Park

Project Goal

The Town of Townsend is seeking \$169,870 in grant funding to create accessible public spaces on two sites that would facilitate socially distanced outdoor fitness and recreation, create public destinations, and provide amenities for local businesses and a weekly farmers market. The Town has demonstrated a commitment to placemaking and improving the pedestrian experience through its current walkability and bikeability study funded by the Montachusett Regional Planning Commission Unified Planning Work Program, and the ongoing Downtown Revitalization Strategy development linked to the Montachusett Region Comprehensive Economic Development Strategy.

Summary of Proposed Design Components

Site 1: Town Hall Shared Space and Exercise Park (GPS Coordinates 42.666559, -71.707422)

Initial Proposal: Description, Benefits, and Goals

The Town envisions a design for the .6-acre temporary parking lot, seating, Farmers Market gathering space and exercise equipment court behind Town Hall on land owned by Townsend. The Town is working with the National Fitness Campaign to install a fitness court that allows for social distancing. Additionally, the Town would use Shared Streets and Spaces funding to install a ramp and lighting to facilitate safe access, temporary signage to direct visitors to the nearby Rail Trail, and outdoor amenities to support nearby businesses and a weekly farmers market. The outdoor amenities would also include tables, seating, umbrellas, planters, and stormwater management features for customers of Cliff's Cafe and the Ice Cream Factory.



Figure 1: The pedestrian corridor from Main Street to the Town Hall parking lot (left), and nearby restaurants Cliff Cafe (center) and the Ice Cream Factory (right)

Future Vision:

The Town has discussed possible future, permanent versions of the proposed temporary design. Temporary signage to the Rail Trail could become formal, permanent educational signage. A temporary tent for the farmers market could eventually become a permanent structure that would cover the parking lot during the week and the farmers market during the weekend. The movable planters could become rain gardens in the future. Cost estimates for each component are listed in Table 1.

Table 1: Cost Estimates for Site 1 Components

Objective	Component	Cost Estimate	Grant Requested Amount
General	Aluminum ADA-compliant ramp with railing for site access	\$7,500	\$7,500
	Temporary Lighting	\$2,500	\$2,500
Recreation	Fitness Court (in-kind match from Townsend)	\$60,000*	\$0
	Temporary signage for rail trail	\$660	\$660
Farmers Market	Temporary 10 x 20 ft Canopies (3@ \$300 each)	\$900	\$900
	Tables, 6 ft. folding (10@ \$75)	\$750	\$750
	Signage	\$500	\$500
	Potential Permanent Structure	\$50,000**	\$0
Local Businesses	Picnic Tables, seating, and umbrellas for customers from Cliff's and the Ice Cream Factory (5@ \$1,000 each)	\$5,000	\$5,000
	Movable stormwater plastic planters (10@\$200 each)	\$2,000	\$2,000
	Honeycomb paving system filled with aggregate (for overflow parking that becomes farmer's market). Temporary Parking surface for 10 vehicles (9x18 parking spaces)	\$35,000	\$35,000
Design and Installation	<ul style="list-style-type: none"> Ramp Installation: \$5,000 Parking Installation: \$16,200 (168 sq ft *\$10/sq ft) Temporary Amenities Installation: \$9,000 (60 hours (2-person crew at \$150/hour) Design plans, coordination and construction oversight: \$24,800 (Plans \$10,000; \$14,800 of vendor communications, selection, construction oversight = 100 hours at \$148/hour) 	\$55,000	\$55,000
Total			\$109,810

* Note: the cost of the fitness court will be covered by the Town of Townsend and the National Fitness Campaign.

**Price is for a wooden shed structure. There are many options and price ranges for light covered structures.

Site 2: Trestle and Riverfront Recreation Area (GPS Coordinates 42.666649, -71.708771)

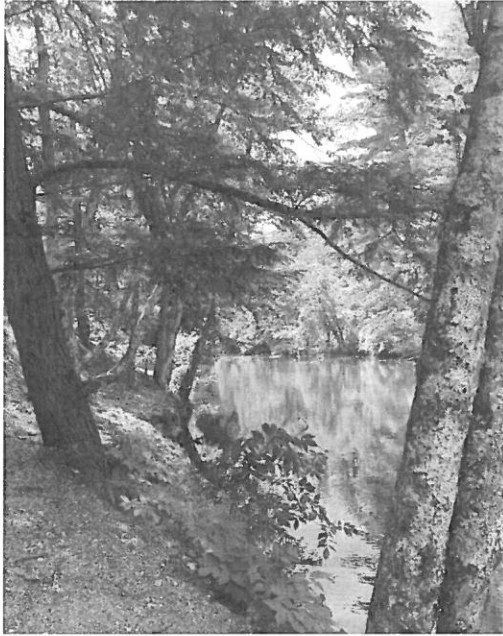


Figure 2: the Squannacook River at Site 2

Initial Proposal: Description, Benefits, and Goals

The Town also envisions a design for a parcel near the trestle over the Squannacook River on land owned by Townsend. This space would become an outdoor destination, with seating near the river, bike racks for cyclists, and public gardens for residents to grow food. The components associated with the proposed design are listed in Table 2.

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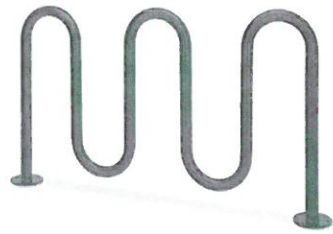
The Town has discussed possible future, permanent versions of the proposed design. Temporary signage directing residents to this parcel could become more formal, permanent educational signage. The public gardens for residents to grow food could become a more expanded program over time. The Squannacook River is loved by trout fishing enthusiasts and the trestle could be repurposed to allow for fishing.

Table 2: Cost Estimates for Site 2 Components

Objective	Component	Cost Estimate	Grant Requested Amount
Recreation	Seating near river	\$10,000	\$10,000
	Bike racks	\$2,200	\$2,200
	Temporary signage	\$660	\$660
	Lighting	\$5,000	\$5,000
Public garden	Planting beds (Carpentry/Foundation/Soil)	\$7,200	\$7,200
	Plants	BYO/Seeds	\$0
	Misters/watering system	\$10,000	\$10,000
Design and Installation	<ul style="list-style-type: none"> Design Plans: Signage, site plans, garden layout, water utility connections = \$10,000 Construction oversight, purchase/vendor coordination = \$15,000 (100hrs @ \$150/hour) 	\$25,000	\$25,000
Total			\$60,060

Examples of options for some of the temporary components envisioned for each site are shown below. Additionally, site plans visualizing the proposed design are included as attachments to this application.

Bike rack



Picnic table with seating and umbrellas



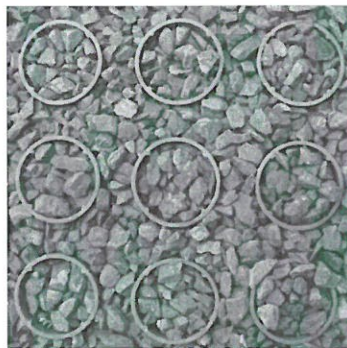
Temporary canopy



ADA compliant ramp with railing



Paving system










Movable plastic planters



Equity Considerations

Townsend does not have an Environmental Justice Population according to the Massachusetts EJ Viewer. However, Townsend is home to vulnerable residents whose everyday stressors make it harder to adapt or recover when climate hazards occur. In Townsend, residents at risk of isolation and residents with personal challenges to preparing or adapting to climate change are considered vulnerable. This could include elderly residents, children, young adults, people who are disabled, non-English speakers, low-income residents, and residents living in low income housing. Please refer to the table below for more information on societal features in Townsend.

Table 3: Townsend Demographics

	2018	Townsend	Massachusetts
	Population	9,547	6,902,149
	Under the Age 18	23.3%	20%
65+	Over Age 65	14.8%	17%
	Bachelor's degree or higher	34.8%	42%
	Median household income	\$85,462	\$79,835
	Poverty Rate	4.5	11%
	With a Disability	12.0%	8%
	Limited English-Speaking Skills	3.9	23%
	Housing Units	3,570	2,864,989
	Renter-Occupancy Rate	15.8%	38%
(Source: US Census Bureau, 2018)			

This project offers equitable access to safe outdoor fitness, recreation, and socially distanced gathering near local businesses. The project will comply with safety and accessibility-related regulations, including through the installation of an ADA-compliant ramp. The project will also support access to community gardens and a weekly, outdoor farmers market to provide residents with fresh local produce.

Roles and Responsibilities of the Applicants

In addition to a paid staff of very committed and experienced managers and employees, with relevant skills in the construction and maintenance of public spaces and the provision of recreational and social opportunities, the town of Townsend is served by a very active volunteer population with varied and deep experience in all of the same disciplines.

We envision the contributions of:

- the Highway and Parks Department and Parks Commission in site preparation, construction, and long-term maintenance.
- the Recreation Department and Commission providing invaluable assistance in the creation and ongoing management of the exercise space. This is of particular note given the proximity of the Recreation Center where summer and after school activities and programs are centered right on the adjacent parcel.

- the Conservation Commission providing input and guidance relating to the river as relates to the Commonwealth's Wetlands Protection Act and our own Wetlands Protection Bylaw.
- the Agricultural Commission establishing the Townsend Farmer's Market on site and working with local residents and or school groups on the Community Garden part of the planned project.
- the Squannacook Greenways Committee (who just received a \$100,000.00 MassTrails grant to construct the first 1.1-mile phase of the Squannacook Railtrail with its planned westerly terminus less than 300 yards from this project) providing an outdoor recreational linkage. The railtrail construction is slated to kick off in Q4 of this year. <http://squannacookriverrailtrail.org/status.html>

Project Timeline with Milestones

Townsend is committed to a rapid rollout of this project.

The project qualifies as a "Quick Launch" project as it can be **completed within 30 days**¹.

Construction Schedule Timeline with Milestones

- Day 1 Grant Award-Notice to Proceed
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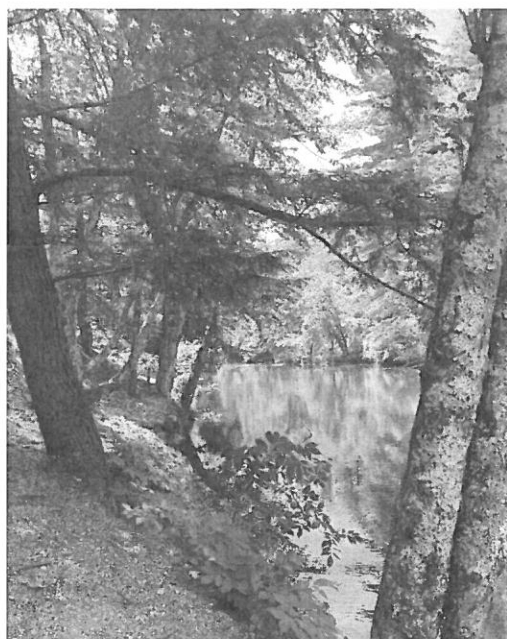


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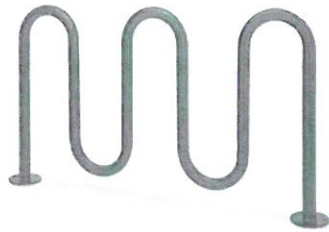
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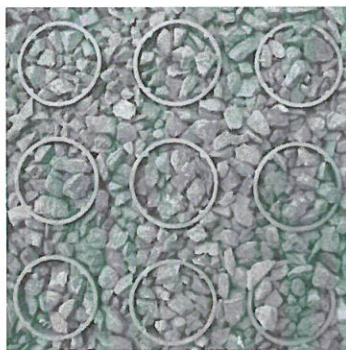
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Shared Streets and Spaces grant

Veronica Kell <vkellbos@gmail.com>

Wed, Aug 12, 2020 at 6:39 PM

To: Jim Kreidler <jkreidler@townsendma.gov>

Jim,

I spoke with the Open Meeting Law group at the AG's office earlier this week to clarify the rules around email on a 3-person board.

My understanding is that scheduling, sending agendas and sending information on which there is no deliberation and no opinion expressed are not open meeting law violations. The person I spoke to said, of course, that they would need to see the e-mail and the "violation" to make a determination in a specific case.

Please clarify for me how asking that a link to information is a violation of the open meeting law. I asked Kathy for the same clarification with respect to the link to the cable commission info.

Thanks, Veronica

On Wed, Aug 12, 2020 at 3:30 PM Jim Kreidler <jkreidler@townsendma.gov> wrote:

Veronica,

Please note that I have removed Wayne and Don from this reply.

You and I have addressed the requirements of the open meeting law in the short time that you've been on the board.

I strongly advise that you refrain from your repeat practice of copying your fellow board members on email communication. Violations of the open meeting law can be deemed to have been intentional by the Attorney General's Division of Open Government if they reoccur after having been advised re: the prohibition of serial communication of a quorum of a board, even via email, on a matter that is before the board.

Ultimately, you are an elected member of the Board of Selectmen and I am limited to advising.

Jim

Sent from Jim's iPhone

> On Aug 12, 2020, at 3:13 PM, Veronica Kell <vkellbos@gmail.com> wrote:

>

>

> Please send a link to the latest draft. Thanks.

>

>

> --

> Veronica Kell

> Townsend Board of Selectmen

>

--

Veronica Kell

Townsend Board of Selectmen

reports/documents to fellow board members

Veronica Kell <vkellbos@gmail.com>
To: Jim Kreidler <jkreidler@townsendma.gov>

Thu, Aug 13, 2020 at 1:15 PM

Here's the link to what I watched:

<https://www.mma.org/select-board-group-discusses-open-meeting-and-public-records-laws/>

"No feelings, beliefs, ideas, or concerns" can be expressed - and I still fail to see where simply asking for a document that is then sent to all of us is a deliberation. I will do as I said in an earlier email. It is important that we all have the same information prior to the meeting in order for business to be conducted expeditiously.

The link above also provides guidance on agendas and minutes for both open meetings and executive sessions.

On Thu, Aug 13, 2020 at 12:37 PM Jim Kreidler <jkreidler@townsendma.gov> wrote:

Veronica,

I am pleased to see your position that you will request docs from me or others and then request that I send things along to the other members individually.

As relates to the next part of your email below, please read this as an effort on my part to be clear about what I have written to you vis-à-vis the OML.

In my email to you of yesterday I did not, as you assert, "find [your actions] to be an intentional violation of the OML." You will see that I never made such an assessment but rather that I once again was providing advice regarding the potential dangers of members of multiple member boards communicating via email with a quorum of members on a matter that is before the board. I would encourage you to reread what I sent to you.

I have pasted it here:

"You and I have addressed the requirements of the open meeting law in the short time that you've been on the board.

I strongly advise that you refrain from your repeat practice of copying your fellow board members on email communication. Violations of the open meeting law can be deemed to have been intentional by the Attorney General's Division of Open Government if they reoccur after having been advised re: the prohibition of serial communication of a quorum of a board, even via email, on a matter that is before the board.

Ultimately, you are an elected member of the Board of Selectmen and I am limited to advising."

When I received your email questioning my advice, I sought the advice of counsel to be sure that the guidance that I was providing was sound. He replied as follows:

The Open Meeting Law (OML) defines "deliberation" as any "oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction..." Deliberations by a public body constitute a "meeting"; and, per the OML, "all meetings of a public body shall be open to the public."

The OML does exempt certain types of communications from the definition of "deliberation" and, consequently, from qualifying as a "meeting" that must be "open to the public." The term "deliberation" "shall not include the distribution of a meeting agenda, scheduling information or distribution of other procedural meeting or the distribution of reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed." The vagueness of these exemptions, or their rigidity, presents challenges. For example, while distributing of a meeting agenda is allowed, discussing or debating the inclusion of items on it is probably not. Likewise, and by way of further example, while distributing, outside of a meeting, reports or documents prepared by a third-party consultant is allowed, distributing a report or document prepared by a member of the public body may not be. In each of these instances, the latter, i.e. likely prohibited, conduct may be deemed to incorporate, maybe incidentally, the opinion(s) of a member.

Because of the above, our recommendation, which I've communicated to Selectwoman Kell, is that refraining from e-mailing (or otherwise communicating) with or amongst a quorum of a public body is always safest. Exceptions might be made in instances where exclusion from the definition of "deliberation" is black-and-white, so to speak. But choosing to simply not communicate outside of a meeting, on meeting business, all but guarantees that on OML violation, however unintentional, occurs. (emphasis added)

Part of my job is to advise the Board and its members regarding the law and in ways of limiting liability to the town. My efforts in this matter have been born of that responsibility.

Best,

Jim

James M. Kreidler, Jr.

Town Administrator

Townsend, MA 01469

From: Veronica Kell <vkellbos@gmail.com>

Sent: Thursday, August 13, 2020 10:20 AM

To: Jim Kreidler <jkreidler@townsendma.gov>

Subject: reports/documents to fellow board members

Jim,

From here on out, I will request the document from you, or whomever, and forward it to you to send out to the board once I have received it. That way we will all have whatever the document is prior to the meeting (which is the intent of the document request).

That should do it if the fact that the other BOS members have been cc'd is the issue that you find to be an intentional violation of the OML - even though there is no deliberation.

Thanks.

--

Veronica Kell

Townsend Board of Selectmen

--

Veronica Kell

Townsend Board of Selectmen



TOWNSEND FIRE-EMS DEPARTMENT

Proudly serving the citizens of Townsend

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

45

Mark R. Boynton
Chief of Department

Headquarters: 978-597-8150

Fax: 9

MEMORANDUM

To: James Kreidler, Town Administrator
From: Mark Boynton, Fire-EMS Chief *MRB*
Subject: Surplus Fire Equipment
Date: August 11, 2020

The Fire-EMS Department respectfully request the following equipment be declared surplus. Once declared the towns policy for surplus equipment will be followed to give the equipment to another department, auction or scrap said equipment.

One 2007 Ford F350 known as the Squad. Recently the power steering failed in addition to it needing brakes, ball joints and major body work. We have determine the vehicle is not worth investing several thousand dollars into repairs.

One 1996 Ford F350 bucket truck known as Truck 10. This vehicle was our fire alarm truck. The bucket was used to maintain fire alarm wires when the Gamewell Fire Alarm system was in service. The condition and age of the truck was a contributing factor in the decision to go to a wireless fire alarm system in 2014. The vehicle needs extensive repairs and recertification to be used for aerial work and also not worth the investment. Since the Gamewell System wires are still on the poles across town I ask you to consider placing any funds obtained by the auction or scrap of this vehicle in the fire alarm revolving account to be used towards removing the fire alarm wires in the future.

One 2001 Articat 600 Snow Machine. Due to its age and lack of use the snow machine has been unreliable. In 2014 we obtained a Kawasaki UTV with tracks that we have and will continue to use in place of the snow machine.



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

4.6

Wayne Miller, *Chairman*
James M. Kreidler,
Town Administrator

Don Klein, *Vice-Chairman*

Veronica Kell, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

POLICY #01-2020
BOARD OF SELECTMEN

USE OF CREDIT CARDS

STATEMENT:

The use of cash accounts with vendors is difficult for the Town of Townsend to manage and control. For this reason, the Town hereby establishes this policy governing the use of credit cards by Town departments.

TYPES OF CREDIT CARDS:

- Restricted cards: Major Credit Cards (Master Card, Visa, Discover etc.) are only allowed to be held by the Town Accountant and all usage must be coordinated with the Town Accountant.
- Permitted cards: Vender-specific Credit Cards (Lowe's, Home Depot, Staples etc.) are allowed to be held at the department head level.

TERMS OF USE:

The maximum limit (total) to be charged by any department shall not exceed \$6,000.00 per fiscal year unless authorization is received by the Town Accountant. Unless approved in advance by the Town Accountant, charges shall not exceed the budgeted amount

Only items for direct use of the department in pursuing departmental operations are allowed.

No charges shall be incurred for personal use by town personnel authorized to use said credit card.

TERMS OF PAYMENT:

Credit card invoices will be processed for payment when received. Late charges will not be tolerated and will result in loss of use.

RETURNS:

Any item charged on a credit card and returned to the vender will be explained on a "Returned Merchandise Form" which will contain the

following information;

1. The name of the Vender to which the item was returned
2. The date of purchase and the date of the return
3. The reason for the return of merchandise

All credit card reimbursements will be made in the form of a credit to the credit card account.

LOSS OF USE: The following shall result in loss of privileges:

Use of card to make personal purchases or to purchase items other than for the use of the department.

Incurring late charges

CONTROLS:

The credit card(s) is the responsibility of the Department Head and under his/her direct control. The department head shall:

1. Ensure that the credit card is kept in a secure location when not in use.
2. Authorize the use of the credit card(s) by employee (s).
3. Ensure that the credit card(s) is returned after the authorized use
4. Record of any account # user names and/or passwords on file with the Town Accountant to secure and/or report to any appropriate agency information needed for lost or stolen card (s).

ADOPTED BY THE BOARD OF SELECTMEN ON _____, 2020

Wayne Miller, Chairman

Don Klein, Vice-Chair

Veronica Kell, Clerk

Carolyn Smart

4.7

From: Andrew Bentley <abentley@newenglandforestry.org>
Sent: Tuesday, August 11, 2020 5:30 PM
To: Carolyn Smart; wmillerbos@gmail.com
Cc: Ray Lyons
Subject: Townsend Selectboard approval requested - Mary West / 16 Boutelle Rd conservation restriction update
Attachments: Townsend CR 2 A-1 Ref 16781 EEA Acknowledgement Letter OK For Local Sign....pdf; Townsend CR 2 A-1 Ref 16781 EEA Approved for Local Signatures 8.5.2020.docx

Hi Carolyn and Wayne,

I am writing in regards to an updated conservation restriction (CR) on the property of Mary West at 16 Boutelle Road in Townsend, for which Townsend selectboard approval is required per M.G.L. Chapter 184 Section 32. The CR was originally granted by Ed and Mary West in 2006 to New England Forestry Foundation (NEFF) and Townsend Conservation Land Trust (TCLT), to permanently protect 29 acres of their private property on the edge of Townsend State Forest from development. Mary West (who owns the property individually since her husband Ed West's passing on 8/21/19) is now seeking to grant an update to the CR such that it will protect the entirety of her 37+ acre property. The Amended and Restated CR, the public interest purposes of which include scenic, forest resource, wildlife habitat, protected open space expansion, Zone II wellhead, and agricultural soil protections, adds 7+ acres of open fields and a Christmas tree farm surrounding the family's house to the CR protections (this acreage was excluded from the 2006 CR), such that the 7+ acre area cannot be further subdivided or developed beyond the one current (or a replacement) residence. The updated CR is also to be co-held by NEFF and TCLT.

Per the attached letter, the MA Department of Conservation Services (DCS) has approved the attached CR draft for all necessary signatures (Landowner, NEFF, TCLT, Townsend Selectboard), before the Secretary of Energy and Environmental Affairs must sign it prior to NEFF recording the updated CR in Middlesex South Registry of Deeds. Mary West, NEFF, and TCLT have signed the document at this point. The attached CR document now needs selectboard review and signature.

My understanding of the selectboard schedule is that, generally, meetings take place every other Tuesday, and therefore on Tuesday August 18, and Tuesday September 1. Please inform if that schedule is changed given the Summer season and pandemic. Will it be possible to place this on the Board of Selectmen agenda as soon as possible, seeking review and approval of the CR document, and (if approved) the notarized signatures of the Board members? I am happy to attend this meeting remotely or in person on behalf of New England Forestry Foundation.

An additional and very important note is that Veronica Kell, recently elected to the Selectboard, is also the President of the Townsend Conservation Land Trust (TCLT) board of directors. NEFF's legal counsel has advised that Ronnie and the Selectboard assess any conflict of interest policies in place and ask for guidance from the State Ethics Commission on whether she needs to recuse herself from this agenda item. <https://www.mass.gov/request-advice-from-the-state-ethics-commission>

Finally, in case this is helpful, the CR will encumber the entirety of three Townsend Assessor parcels: Map 28, Lot 44; Map 28, Lot 44.2; Map 36, Lot 18.2

Please be in touch to confirm this as an agenda item, or with any questions or concerns. All the best,

Andrew Bentley | Conservation Easement Manager

T 978.952.6856 ext. 120
M 978.380.4164

abentley@newenglandforestry.org
newenglandforestry.org

New England Forestry Foundation
Conserving Forests for Future Generations



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, Suite 900
Boston, MA 02114

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Kathleen A. Theoharides
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181
<http://www.mass.gov/eea>

Andrew Bentley
32 Foster Street
PO Box 1346
Littleton 01460-

Re: Draft Conservation Restriction Approved

CR Reference No.: 16781

CR Number: TOWNSEND #002 A-1

CR Address: 16 Boutelle Road

Town: TOWNSEND

August 5, 2020

Dear Andrew:

Please find a copy of the conservation restriction that has been reviewed by EEA legal and cleared for local signatures attached to this email. Do not make any substantive changes without informing us. Minor changes such as formatting or to correct typos or misspellings do not require notification.

Please proceed with obtaining signatures of the Grantor, Grantee, and municipality. Once obtained, please **e-mail me (john.gioia@mass.gov) a PDF of the executed document in its entirety**. Please ensure the final signature pages and exhibits are complete with all dates filled in and signatures properly notarized. Please also carefully review the MA Deed Indexing Standards (2018) to ensure the CR will be accepted for recording. Once received, the CR will be forwarded to Secretary Theoharides for final review. Once signed, we will return the Secretary's signature page to you in the manner indicated on your application form, or contact you for return mailing instructions if necessary. Please note that we will not forward a CR to the Secretary if any of the signatures of the Grantor, Grantee, and municipality are more than one year old.

I look forward to finalizing this. Please remember to use the CR Reference Number and CR Number given above in all correspondence or inquiries.

Sincerely,

A handwritten signature in black ink, appearing to read "John Gioia".

John Gioia
Division of Conservation Services
100 Cambridge Street, Suite 900
Boston, MA 02114

Return to:
Ray Lyons, Esq.
206 Ayer Road, Suite 4
Harvard, MA 01451

Grantor: Mary C. West

Grantees: New England Forestry Foundation, Inc. & Townsend Conservation Land Trust, Inc.

Property Address: 16 Boutelle Road, Townsend

Title: Middlesex South District Registry of Deeds at Book 7717, Page 404, Book 13272, Page 240; and Book 21463, Page 486; Conservation Restriction recorded on December 27, 2006 at Book 48734, Page 106. Death Certificate recorded at Book _____, Page _____.

AMENDED AND RESTATED CONSERVATION RESTRICTION¹

Mary C. West, being the sole owner of the real property described below, and with a mailing address of 16 Boutelle Road, Townsend, MA 01469, for my successors and assigns ("Grantor"), and the **New England Forestry Foundation, Inc.**, a charitable nonprofit corporation with its principal offices at 32 Foster Street, P.O. Box 1346, Littleton, MA, 01460, and the **Townsend Conservation Land Trust, Inc.**, a charitable nonprofit corporation with its principal offices at 68 Meadow Road, P.O. Box 743, Townsend, MA 01469 as co-holders, and their respective permitted successors and assigns (together, "Grantee"), hereby agree, acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, to amend and restate the Conservation Restriction recorded on December 27, 2006 in Book 48734, Page 106 (the "Original Conservation Restriction") to modify and clarify the Grantee's rights and powers therein. For Grantor's title, see deeds recorded at Book 7717, Page 404, Book 13272, Page 240; and Book 21463, Page 486; and Death Certificate of Edwin S. West, recorded at Book _____, Page _____.

RECITALS

WHEREAS, Massachusetts' economy is linked to its agricultural and forest land resources. In particular, forest resources produce fuel, timber, maple sugar and other forest products, and provide much of Massachusetts' scenic beauty upon which Massachusetts' tourist, recreation and other industries depend. Accordingly, the Commonwealth of Massachusetts has repeatedly sought to foster the conservation of its agricultural, forest, and other natural resources through planning, regulation, land acquisition, and tax incentive programs;

WHEREAS, the Grantor wishes to continue managing the Property (as such term is defined below) and forest resources thereon and to ensure the Property is managed for

¹ This Restated Conservation Restriction modifies and clarifies the Grantor and Grantee(s)' respective rights to protect and use the Property, including the "Excluded Area" as described and defined in the Original Conservation Restriction. This Restated Conservation Restriction supersedes and replaces the Original Conservation Restriction in its entirety.

sustainable production of timber and wood products in accordance with the Guidelines (included in Exhibit C) that seek to conserve the Property's Conservation Values (defined below);

WHEREAS, the Grantor and Grantee wish to ensure the Property can be used for scientific and educational purposes aimed at increasing the public's understanding of sustainable forest management and understanding and appreciation of the natural world;

WHEREAS, the Original Conservation Restriction² protects a 29.62 acre portion of the Grantor's property (hereinafter, the "Forest Area"), but also places restrictions upon the 7.38 acre area referred to in the Original Conservation Restriction as the "Exclusion Area" that includes the Grantor's house³ (hereinafter, the "House Area");

WHEREAS, the restrictions and limitations applicable to the House Area in the Original Conservation Restriction are and should be different from those that apply to the Forest Area;

WHEREAS, the Original Conservation Restriction protected 29.62 acres and this Amended and Restated Conservation Restriction protects 37.3481 acres, the entirety of Grantor's property;

WHEREAS, the Grantor and Grantee recognize the Property's Conservation Values, and share the common purpose of conserving these values by the conveyance of this Amended and Restated Conservation Restriction to prevent the use, fragmentation, or development of the Property for any purpose or in any manner which would impair these Conservation Values; and

WHEREAS, Grantor and Grantee make the following Findings and Determinations:

1. The House Area includes a single family house and related buildings and structures that are subject to the Original Conservation Restriction⁴ and located within an area identified and shown as "House Area" on the sketch attached hereto as Exhibit B-1; and
2. This Amended and Restated Conservation Restriction⁵ does not adversely affect the qualifications of the Original Conservation Restriction or Grantees' status under any applicable law or the Internal Revenue Code, is consistent with the Original Conservation Restriction's purposes and does not affect its perpetual duration, does not permit additional developments or improvements to be constructed, and does not impair the conservation values defined and described in the Original Conservation Restriction.

NOW, THEREFORE, Grantor and Grantee agree to amend, restate, and replace the Original Conservation Restriction as follows:

²See Exhibit B; also Exhibit A to the Original Conservation Restriction

³See Exhibit B-1; also Exhibits A-1 and B-1 to the Original Conservation Restriction

⁴ See Exhibit A-1 to the Original Conservation Restriction.

⁵ See Paragraph 15 in the Original Conservation Restriction.

The Grantor, acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to the Grantee, in perpetuity and exclusively for conservation purposes, for nominal consideration, the following Amended and Restated Conservation Restriction on land located in Townsend, Massachusetts (i.e. the House Area and the Forest Area, collectively, the "Property"), which Property is more particularly described in Exhibit A, Exhibit A-1, and Exhibit A-2, and shown in copies of plans included in Exhibits B, B-1, and B-2, all of which are attached hereto and incorporated herein. This Amended and Restated Conservation Restriction amends, restates, and replaces the Original Conservation Restriction in its entirety.

I. PURPOSES:

This Amended and Restated Conservation Restriction (hereinafter, the "Restated Conservation Restriction," "Conservation Restriction," or "Restriction") is intended to ensure that the Property, in perpetuity, continues to be maintained for conservation purposes in a natural, scenic and undeveloped condition, and continues to prevent any use or change that would impair or interfere with its conservation and preservation values (collectively, the "Conservation Values").

Protecting the Conservation Values yields a significant public benefit for the following reasons:

1. The Property possesses significant, unusual, unique and outstanding natural, wooded, scenic, wildlife habitat, wetland, and open space values of great importance to the Grantor, the people of Townsend, and the Commonwealth of Massachusetts;
2. The Property offers the public scenic views from Meadow Road and Boutelle Road;
3. The Property includes two un-named streams that flow to the Squannacook River;
4. Conserving the Property enhances the magnitude and effect of other conservation and protected open space properties in Townsend and the Commonwealth of Massachusetts' abutting Townsend State Forest;
5. The Property lies entirely within the Squannassit Area of Critical Environmental Concern; an area designated by Massachusetts's Secretary of Energy and Environmental Affairs that received special recognition because of the quality, uniqueness, and significance of its natural and cultural resources;
6. The Property includes Prime Forest Lands, Forestlands of Statewide Importance, Farmland of Statewide Importance, and Farmland of Unique Importance as determined by the United States Department of Agriculture Natural Resources Conservation Service;
7. The Property lies entirely within a Zone II wellhead protection area determined by hydro-geologic modeling and approved by the Massachusetts Department of Environmental Protection's Drinking Water Program; and

8. According to the Massachusetts Natural Heritage and Endangered Species Program (NHESP), the Forest Area includes “BioMap 2 Core Habitat” and “BioMap 2 Critical Natural Landscape”, the protection of which aligns with NHESP’s wildlife and habitat protection objectives. BioMap2, published in 2010, guides strategic biodiversity conservation decisions over areas most critical to ensure the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 also includes habitats and species of conservation concern identified in the State Wildlife Action Plan.

II. PROHIBITED ACTS AND USES; EXCEPTIONS

Subject to the exceptions set forth in Section III “Reserved Rights” below, the Grantor shall not perform or permit the following acts and uses which are prohibited on, above, and below the Property:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, driveway made of asphalt or other impermeable or hazardous materials, improved road associated with development, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line, equipment, fixture, trailer, or other temporary or permanent structure or facility;
2. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
3. Placing, filling, storing or dumping 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. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. No snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, or any other motorized or non-motorized vehicles of any kind shall be used, parked, stored, maintained, operated or otherwise allowed;
7. Disrupting, removing, or destroying stone walls, old abandoned foundation stonework, or granite fence posts;
8. Planting, releasing, cultivating, maintaining, or any other activity that would result in the introduction, establishment, and/or enhancement of plant, animal, or other species that are considered to be invasive by an agency of the Massachusetts Executive Office of Energy and Environmental Affairs;

9. Installing or using any water well or wastewater treatment system;
10. The Property is currently comprised of three parcels, all owned by the Grantor. Grantor shall maintain the parcels comprising the Property, and all interests therein, under common ownership, as though a single legal parcel. No subdivision of said Property, recording of a subdivision plan, partition of any of said property, or any other attempt to divide any of said Property into two or more parcels shall be permitted without the written approval of Grantee, and any such division shall not permit use of the Premises toward building requirements on this or any other land, nor any portion of the Premises, in a manner contrary to the provisions of this Conservation Restriction. Notwithstanding the foregoing, the Property or any portion thereof may be conveyed to a governmental entity or non-profit conservation organization committed to ownership of the Property for conservation purposes. All conveyances of all or any portion of the Premises shall remain subject to the applicable terms of this Conservation Restriction. This section should not be construed to prohibit agreements to resolve bona fide boundary disputes or ambiguities, with the prior written consent of the Grantee, which consent shall not be unreasonably withheld.
11. Any residential, industrial, or commercial uses; and
12. Any other use or activity which is inconsistent with the Purposes of this Conservation Restriction or which would materially impair its Conservation Values.

III. RESERVED RIGHTS

The Grantor reserves the right to conduct or permit the following activities and uses on, above, and below the Property, but only if such uses and activities do not impair the Conservation Values or Purposes of this Conservation Restriction.

1. **The Entire Property.** The Grantor shall hold the following rights and may conduct the following activities anywhere within the Property:
 - a. The construction, relocation, maintenance, replacement, and use of trails, fences, bridges, gates, stone walls, woods roads not exceeding 12 (twelve) feet in width, and rights-of-way, as reasonably necessary for the exercise of Grantor's rights and privileges on the Property (including but not limited to rights associated with silvicultural, agricultural, and passive recreational activities), or necessary and desirable in controlling unauthorized use or facilitating authorized use of the Property. Grantor reserves the right to widen or to make new openings in existing stone walls so long as no such opening exceeds 12 (twelve) feet in width. All such openings and widenings shall be subject to Grantee's review and approval.
 - b. The construction, relocation, erection and maintenance of signs setting forth and describing permitted uses of the Property with respect to hunting, trespass, and trail access, identifying

trails, locations, property boundaries, natural features or similar items, or identifying the owner of the Property and the holders of this Conservation Restriction.

- c. The right to conduct, or permit others to conduct, sound silvicultural uses, including the right to commercially harvest forest products, conduct maple sugaring operations, and conduct related or similar forest product operations (hereinafter, "Forestry Activities") in accordance with a Forest Management Plan (hereinafter the "Management Plan"). All Management Plans shall follow the Forest Management Plan Guidelines and Required Plan Elements attached hereto as Exhibit C. The Management Plan shall be prepared by a professional forester licensed to practice forestry in Massachusetts. The preparer of the Management Plan shall certify in writing that the Management Plan and all amendments and updates comply with the terms of this Conservation Restriction. The Management Plan also shall provide for management in a manner consistent with generally accepted "Best Management Practices," as those practices may be identified from time to time by programs recognized as appropriate by the forestry industry, and in a manner not wasteful of soil resources or detrimental to water quality or conservation. The Management Plan may be updated periodically, particularly if new information or new knowledge is obtained that promotes or enhances the conservation values and sound silvicultural management of the Property. The Management Plan, and subsequent updates or amendments, shall be submitted to the Grantee. A Management Plan shall be completed before any Forestry Activities occur on the Property. The Grantor shall update the Management Plan at least every ten years thereafter to the extent that the Grantor desires to continue to conduct Forestry Activities on the Property. All forest product-harvesting operations shall be conducted in accordance with applicable law.
- d. Provided that: (i) no soils are removed from the Property, (ii) such activities are conducted in accordance with sound soil and agricultural management practices, including appropriate setbacks from wetland and surface water resource areas, and (iii) Grantor secures a certified Farm Conservation Plan approved by the USDA Natural Resources Conservation Service (NRCS) that includes a reference to this Conservation Restriction, the right to conduct (and to allow others to conduct) horticultural and agricultural activities, including but not limited to:
 - i. Raising farm animals, fruits, vegetables, berries, nuts and other foods for human consumption, and the breeding of feed for animals for the purpose of selling such products in the regular course of business;
 - ii. Raising and keeping of horses and other animals, including the renting of pasturelands, paddocks, and barn stalls for such purposes;
 - iii. Incidental activities that support agricultural activities including those intended to produce a continuous crop for the purpose of selling such products in the regular

course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such products and preparing them for market, as defined in M. G. L. Chapter 61A Section 2, as amended; and

- iv. The installation, use, and repair of drainage and drainage discharge facilities necessary for agricultural activities, and the maintenance, and repair of paths, farm roads, and utility services reasonably useful or necessary for agricultural activities on the Property, including the right to maintain, repair, renovate, demolish and/or replace paths, farm roads, and fences for agricultural purposes, provided further that no path shall exceed six (6) feet in width and no farm road shall be paved or exceed twelve (12) feet in width; all such uses and activities (i) must be in compliance with state and local laws and (ii) strictly limited to supporting agricultural, forestry, or open space uses;
- e. To prune, cut, or remove trees, shrubs or other vegetation to promote sound horticultural, agricultural, silvicultural, recreational, wildlife, or invasive species management, for public health and safety reasons, for fire control purposes, and for controlling the outbreak of disease.
- f. To control and prohibit public access.
- g. To conduct or allow to be conducted "passive outdoor recreational activities." Passive outdoor recreational activities shall include but not be limited to hiking, running, snowshoeing, hunting, canoeing, fishing, trapping, bicycling, skiing, nature studies, horseback-riding, and other similar forms of recreation and activities that expand human knowledge and appreciation of wildlife, forest management, and the natural world;
- h. Non-native or nuisance species. The removal of non-native or invasive species and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
- i. Composting. The stockpiling and composting of stumps, trees and brush limbs and other woody materials originating on the Property, provided that such stockpiling and composting is (i) at least 40 feet from any waterway, pond, stream, or wetland and (ii) located where the presence of such activities will not have a deleterious impact on the Purposes or Conservation Values (including scenic values).
- j. Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

- k. Archaeological Investigations. To conduct archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);
 - l. The exercise of any right reserved by Grantor under this Section III shall comply with the Wetlands Protection Act and all other applicable federal, state and local laws, rules, regulations, bylaws, ordinances, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee takes any position whether such permit should be issued.
2. **The House Area.** In addition to the Reserved Rights above, the Grantor shall hold the following rights within the House Area:
- a. To construct, place and allow to remain temporary and permanent buildings and accessories thereto: tennis courts, swimming pool, asphalt or concrete pavement, driveway made of asphalt or other impermeable materials, signs, fences, antennas, utility poles, conduits, lines, equipment, fixtures, trailers, drinking water and other wells, wastewater treatment system, and other temporary or permanent structures or facilities on, above and under the House Area, provided, however, that not more than one (1) single family residential dwelling shall be used or maintained within the House Area and (2) the collective floor surface area of said single family dwelling, whether it consists of the current dwelling with additions, or new construction to replace the current dwelling, shall not include more than 3,000 square feet of gross floor area. Any proposed addition to the single family dwelling or new construction for any other structure or building or other improvement described herein with a footprint or gross floor area exceeding 500 square feet shall be coordinated with and approved in writing by the Grantee before Grantor: (i) files an application for a building permit or any related permit or (ii) constructs or installs the building or structure, to minimize potential harm to the Conservation Values and ensure it is sited, built, and used in a manner consistent with the Purposes;
 - b. To install underground storage tanks for water storage and wastewater purposes;
 - c. To park and store snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, and all other motorized and non-motorized vehicles of any kind indoors or within 75 feet of the Grantor's residence.
 - d. To maintain, operate and otherwise use snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, and all other motorized and non-motorized vehicles of any kind but only in a manner that minimizes harm to the Conservation Values and conducted in a manner consistent with the Purposes; and

- e. To engage in commercial, recreation, and business activities in accordance with applicable law.

IV. NOTICE AND APPROVAL.

Whenever the Grantor is required to send notice to the Grantee or seek the Grantee's approval, the Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Conservation Values and Purposes contained herein. Where Grantee's approval is required, the Townsend Conservation Land Trust, Inc. ("TCLT"), shall, within 30 days of receipt of Grantor's request, notify the New England Forestry Foundation, Inc. ("NEFF") of TCLT's decision. Following receipt of TCLT's notice, but in no case later than sixty (60) days following NEFF's receipt of Grantor's written request, NEFF shall either affirm, amend, or reverse TCLT's decision. NEFF's decision shall in all cases be final and controlling as to Grantee. In the event that NEFF does not receive TCLT's decision within said thirty (30) days, NEFF shall proceed to issue its decision within sixty (60) days of receipt of Grantor's written request. Grantee's approval shall only be granted upon a showing that the proposed activity is a Reserved Right and shall not materially impair the Conservation Values and Purposes contained herein. Failure of NEFF to respond in writing within 60 days shall be deemed to constitute Grantee's denial of the request as submitted.

V. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

If either Grantee determines that a violation of this Conservation Restriction herein has occurred or is likely to occur, the Grantee shall so notify Grantor and demand corrective action, and shall advise the other Grantee of such notification and, except as provided below, Grantor shall implement the demanded corrective action as soon as reasonably possible to cure the violation or restore the portion of the Property so injured, except in emergency situations where there is imminent risk of irreparable harm to the Property, in which case the Grantee may demand that the Grantor immediately cease the objectionable action.

(a) The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive or equitable relief against any violations, including, without limitation, relief requiring the restoration of the Property to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee, including, but not limited to money damages for the loss of the Conservation Values protected by this Conservation Restriction or restoration of the Property to its condition existing prior to such violation. Grantee agrees to cooperate for a reasonable period

of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the Conservation Values.

(b) The Grantor covenants and agrees to reimburse the Grantee for all reasonable costs and expenses (including without limitation staff time, court costs, professional services, counsel and legal fees) incurred in enforcing this Conservation Restriction or in remedying or abating any violation thereof.

(c) Nothing contained herein shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Property from acts beyond the Grantor's control, that if it is desirable that the Property be restored, the parties will cooperate in attempting to restore the Property.

(d) Grantor shall be responsible, however, for modifications or damage to the Property that impair or damage the Purposes or Conservation Values resulting from the acts of third parties whose use of or presence on the Property is authorized by Grantor. Grantor shall perform such restoration pursuant to and in accordance with a restoration plan prepared by a competent professional selected by Grantor. The restoration plan shall be subject to the Grantee's prior written approval.

(e) In the event actions taken by unauthorized third parties impair the Purposes or Conservation Values, Grantee reserves the right, singly, or jointly with the Grantor, to pursue all appropriate civil and criminal penalties against the unauthorized third parties to compel restoration.

(f) The Property's condition on the effective date of the Original Conservation Restriction was documented in a Baseline Documentation Report dated September 27, 2005, which Baseline Documentation Report was updated by a Current Conditions Report dated _____, 2020. Counterparts of both were signed and kept by both parties, which both parties acknowledge evidences the Property's condition on the effective dates of the Original Conservation Restriction and this Restated Conservation Restriction and are incorporated herein by reference. The Baseline Documentation Report and Current Conditions Report shall be supplemented each time the Property is monitored. In the event of a dispute, the parties may provide the Baseline Documentation Report and other evidence of the Property's condition that meet the evidentiary requirements of the forum in which the dispute is being adjudicated.

In the event of a dispute over the boundaries of the Property, the Grantor shall be solely responsible to secure and pay for a survey and the placement of permanent boundary markers.

B. Non-Waiver.

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

C. Disclaimer of Liability

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

VI. RESPONSIBILITIES OF GRANTOR AND GRANTEE

Other than as specified herein, this Conservation Restriction is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

(a) Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

(b) Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Conservation Restriction. Grantee shall have no obligation for the Property's upkeep or maintenance.

(c) Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fees) arising from or with respect to the Property, unless due to Grantees' gross negligence or willful misconduct.

VII. ACCESS

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

VIII. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, only after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs and otherwise as provided under applicable law. If any

change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Property, shall be entitled to a portion of the proceeds in accordance with Paragraph VIII (B), subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value determined by dividing the value of this Conservation Restriction by the Property's unencumbered value. For the purposes of this Paragraph VIII, the value of this Conservation Restriction and the value of the Property unencumbered by this Restriction shall be determined by an appraisal prepared by a qualified appraiser at the time of termination or extinguishment. The cost of any such appraisal shall be shared equally by Grantor and Grantee. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirement.

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

IX. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Property in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Property.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoints the Grantee her attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

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

X. SUBSEQUENT TRANSFERS

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

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

XI. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within 60 days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction. Grantor must pay all expenses related to this request, including Grantees' staff time and attorney fees.

XII. NON MERGER

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

Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XIII. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net beneficial or neutral effect on the Conservation Values. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the Purposes and Conservation Values of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs, and if applicable, shall comply with Article 97 of the Amendments to the Massachusetts Constitution. Any amendment shall be recorded in the applicable registry of deeds.

XIV. NOTICES

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

Grantor:

Mary C. West
16 Boutelle Road
Townsend, MA 01469

Grantee:

New England Forestry Foundation, Inc.	Townsend Conservation Land Trust, Inc.
32 Foster Street	68 Meadow Road
P.O. Box 1346	P.O. Box 743
Littleton, MA, 01460	Townsend, MA 01469

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

XV. GENERAL PROVISIONS

- A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.
- D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XVI. EFFECTIVE DATE

This Restated Conservation Restriction shall be effective when the Grantor and the Grantee have executed it and delivered it to either Grantee, subject to the requirements set forth in Chapter 184 section 32 of the Massachusetts General Laws.

XVII. MISCELLANEOUS

- A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Property, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.
- B. Homestead. The Grantor hereby releases, agrees to waive, subordinate, and release any and all Massachusetts General Law Chapter 188 Homestead rights she may have in favor of this Conservation Restriction with respect to any portion of the Property affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Chapter 188 Section 10(e) of the Massachusetts General Laws.

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

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

Signature pages:

Grantor

Grantee Acceptance

Approval by Town of Townsend Board of Selectmen

Approval by the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Property Description and Deed references

Exhibit A-1: Forest Area Property Description

Exhibit A-2: House Area Property Description

Exhibit B: Reduced Copy of Plans of the Property

Exhibit B: Reduced Copy of Unrecorded "Plan of Land for Edwin S. & Mary C. West" dated 3/28/1988.

Exhibit B-1: Sketch plan of House Area.

Exhibit B-2: Reduced Copy of "Plan of Land in Townsend, Mass. (Middlesex County) For: Robert Whitehead Assoc." dated June 28, 1984, recorded as Plan No. 743 of 1984.

GRANT OF AMENDED AND RESTATED CONSERVATION RESTRICTION

WITNESS my hand and seal this ____ day of _____, 2020,

Mary C. West

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Mary C. West, proved to me through satisfactory evidence of identification to be the person whose name is signed above, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

ACCEPTANCE OF AMENDED AND RESTATED CONSERVATION RESTRICTION

New England Forestry Foundation, Inc.

This Amended and Restated Conservation Restriction from Mary C. West was accepted by New England Forestry Foundation, Inc. this _____ day of _____, 2020.

By: Robert Perschel

Its: Executive Director, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Robert Perschel, Executive Director of the New England Forestry Foundation, Inc., personally known to me to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

ACCEPTANCE OF AMENDED AND RESTATED CONSERVATION RESTRICTION

Townsend Conservation Land Trust, Inc.

This Amended and Restated Conservation Restriction from Mary C. West was accepted by the Townsend Conservation Land Trust, Inc. this _____ day of _____, 2020.

By: Veronica Kell

Its: President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Veronica Kell, President of the Townsend Conservation Land Trust, Inc., personally known to me 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.

Notary Public

My Commission Expires:

APPROVAL OF TOWN OF TOWNSEND BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Townsend, hereby certify that at a public meeting duly held on _____, 2020, the Board of Selectmen voted to approve the foregoing Amended and Restated Conservation Restriction from Mary C. West to New England Forestry Foundation, Inc., and Townsend Conservation Land Trust, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF TOWNSEND BOARD OF SELECTMEN:

Wayne Miller

Donald Klein

Veronica Kell

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared Wayne Miller, Donald Klein, and Veronica Kell, and proved to me through satisfactory evidence of identification, their government issued drivers licenses, to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

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

The undersigned, Secretary of the Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Amended and Restated Conservation Restriction from Mary C. West to New England Forestry Foundation, Inc., and Townsend Conservation Land Trust, Inc., has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2020

KATHLEEN A. THEOHARIDES

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

EXHIBIT A

Property Description and Deed References

The Property is all the land described in the following deeds recorded in the Southern Middlesex Registry of Deeds:

1. Deed of Mary L. Andrew to Edwin S. West and Mary C. West as tenants by the entirety dated March 19, 1951 and recorded at Book 7717, Page 404, more particularly described below and shown on an unrecorded plan entitled "Plan of Land for Edwin S. and Mary C. West," reduced copy attached hereto as Exhibit B ("Exhibit B Plan") ("Parcel 1");
2. Deed of Stanley B. Fessenden to Edwin S. West and Mary C. West as tenants by the entirety dated December 3, 1976 and recorded at Book 13272, Page 240 and known as the Fessenden Lot, more particularly described below and shown on the Exhibit B Plan ("Parcel 2"); and
3. Deed of Robert I. Whitehead and Helen C. Whitehead to Edwin S. West and Mary C. West as tenants by the entirety dated October 4, 1991 and recorded at Book 21463, Page 486 and known as the Whitehead Lot and shown as "Lot 2, 97,186 S.F. 2.2311 AC," on a plan entitled "Plan of Land in Townsend, Mass. for Robert Whitehead Assoc.," prepared by Joseph W. Moore Co. and recorded on July 5, 1984 as Plan Number 743 of 1984 with a reduced copy attached as Exhibit B-2 (Parcel 3).

The Property contains three parcels, shown and described as follows:

Parcel 1 is as shown on an unrecorded plan entitled "Plan of Land for Edwin S. and Mary C. West," reduced copy attached hereto as Exhibit B ("Exhibit B Plan"), with the following property description:

Beginning at a point on the westerly side of Boutelle Road, thence running:

- | | |
|-------------|--|
| S 55.75° W | Four hundred twenty five and 7/10 (425.7) feet, sometimes following a stone wall to a point at an angle in the stone wall; |
| N 48.25° W | Three hundred twelve and 18/100 (312.18) feet, to a point; |
| N 79.25° W | One thousand and fifty and 72/100 (1050.72) feet, to a point; |
| S 18° 23° W | Six hundred thirty six and 22/100 (636.22) feet, sometimes along and to a point in a stone wall; |

S 49.5° W	Five hundred sixty seven and 60/100 (567.60) feet, partially along the Fessenden lot, to a point;
S 63° 23' W	Eighty four and 48/100 (84.48) feet, to a point;
N 9° W	Three hundred fifteen and 50/100 (315.50) feet, to a point;
N 49.8° E	Two hundred forty four and 20/100 (244.20) feet, to a point;
N 61.25° W	Two hundred sixty eight and 62/100 (268.62) feet, to a point;
N 55° 35' E	Six hundred twenty seven and 00/100 (627.00) feet, to a point;
S 57.25° E	One hundred ninety eight and 00/100 (198.00) feet, to a point;
N 36° E	One hundred nine and 56/100 (109.56) feet, to a point;
N 22.5° E	One hundred eighty eight and 43/100 (188.43) feet, passing over a cart road to a stone bound;
N 76° 10' E	Four hundred eighty one and 80/100 (481.80) feet, to a point;
N° 35' E	One hundred forty four and 54/100 (144.54) feet, to a point;
N 83° E	Five hundred twenty six and 68/100 (526.68) feet, to a stone bound;
N 21.5° E	Five hundred one and 60/100 (501.60) feet, to a stone bound;
S 49° 36' E	Four hundred eighty seven and 41/100 (487.41) feet, to a point;
S 34.25° E	Two hundred six and 25/100 (206.25) feet, to a point;
S 11° 50' W	Three hundred sixty three and 00/100 (363.00) feet, to a drill hole;
S 21° 35' W	One hundred ninety two and 72/100 (192.72) feet, to the point of beginning.

Containing approximately 32 acres.

Parcel 2 The Fessenden Lot, also shown on the Exhibit B Plan, has the following property description:

Beginning at a point in a stone wall and being the most northerly point of the Fessenden lot as shown on the Exhibit B Plan, thence running:

S 50° E	Three hundred fifty eight and 00/100 (358.00) feet, along a stone wall and land n/f of K. Mattson;
S 10° 20' W	One hundred sixty eight and 00/100 (168.00) feet along a stone wall to a point;
S 89 1/2° W	Seventy and 80/100 (70.80) feet, to a point;
N 78 1/3° W	Seventy five and 00/100 (75.00) feet to a point

N 65 1/2° W Eighty and 00/100 (80.00) feet, to a point;
 N 63° W Sixty seven and 50/100 (67.50) feet, to a point;
 S 69° 20' W Two hundred and 00/100 (200.00) feet, to a point;
 N 33° 35' W One hundred forty eight and 20/100 (148.20) feet, to a point;
 N 49 1/2° E Four hundred seven and 00/100 (407.00) feet along other land of Grantor to the point of beginning.

Containing approximately 3.117 acres.

Parcel 3 The Whitehead Lot, shown on the Exhibit B-2 Plan, is described as follows:

Beginning at a drill hole in a stone bound at other lands of the Grantor and the Commonwealth of Massachusetts, and being the most northwesterly point of the herein described premises and the northeasterly point of Parcel 1 described above, thence running:

S 82° 10' 2" E One hundred eighty and 00/100 (180.00) feet, along land n/f of the Commonwealth of Massachusetts, to a point;
 S 11° 52' 00" W Four hundred forty five and 56/100 (445.56) feet along Lot 3 to a point;
 S 78° 00' 00" W One hundred twenty five and 00/100 (125.00) feet along Lot 1 to a point;
 S 63° 00' 00" W One hundred twenty five and 00/100 (125.00) feet along Lot 1 to a point in a stone wall on the easterly side of Boutelle Road;
 N 13° 41' 16" E Six and 71/100 (6.71) feet along Boutelle Road to a drill hole set in a stone wall;
 N 12° 56' 15" E Sixty two and 77/100 (62.77) feet along Boutelle Road to a drill hole set in a stone wall;
 N 12° 47' 11" E Sixty six and 14/100 (66.14) feet along Boutelle Road to a drill hole set at the end of a stone wall;
 N 14° 22' 34" E Sixty four and 38/100 (64.38) feet, over a water course that runs from a Pond under Boutelle Road to a point;
 N 14° 22' 34" E Twenty one and 99/100 (21.99) feet, to a drill hole set at the southerly end of a stone wall;
 N 16° 27' 48" E One hundred seventy seven and 88/100 (177.88) feet, to a drill hole set in a stone wall;
 N 15° 56' 37" E One hundred sixty three and 13/100 (163.13) feet, almost along and just east of a stone wall, to drill hole in a stone bound and being the point of beginning.

Containing approximately 97,186 square feet (2.2311 acres).

EXHIBIT A-1

Forest Area Property Description

The Forest Area is the entire Property excepting the House Area as described in Exhibit A-2.

EXHIBIT A-2

House Area Property Description

The House Area is the 7.38-acre portion of the Property shown on the sketch plan attached hereto as Exhibit B-1 and described as follows:

Beginning at a point on the westerly side of Boutelle Road that lies approximately 180 feet south of the stream that passes under the driveway that serves the Grantor's existing house, thence running:

S 56° W Four hundred twenty five and 7/10 (425.7) feet, sometimes following a stone wall to a point at an angle in the stone wall as shown on the sketch plan; thence turning and running

N 25° W Three hundred thirty five (335) feet across a stream to a point in a stone wall; thence turning and running

Four hundred sixty five (465) feet along a stone wall to a point, thence

N 35° E Three hundred twenty two (322) feet to a point at a stone wall; thence

S 34° E Two hundred six and 25/100 (206.25) feet to an angle in a stone wall; thence

S 12° W Three hundred sixty three (363) feet, partially along a stone wall, passing just west of a small pond and passing through a stream and the driveway to Grantor's house to the point of beginning,

Containing 7.38 acres, more or less.

EXHIBIT B

Reduced Copy of Plans of the Property

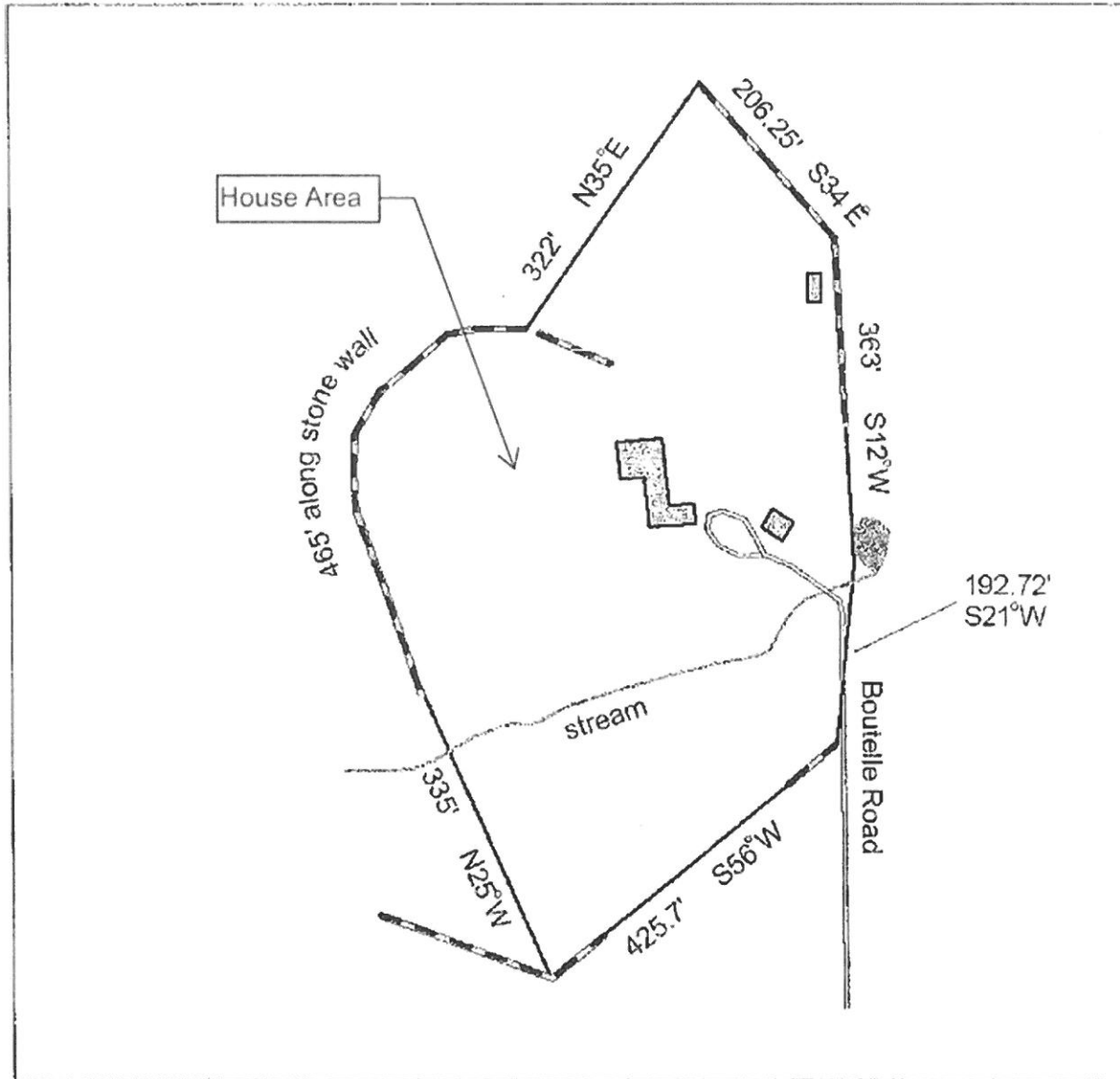
- 1) (Exhibit B) Unrecorded "Plan of land for Edwin S. and Mary C. West" dated 3/28/1988.
- 2) (Exhibit B-1) Sketch plan of the House Area; same as Exhibit B-1 in the Original Conservation Restriction.
- 3) (Exhibit B-2) "Plan of Land in Townsend, Mass. (Middlesex County) For: Robert Whitehead Assoc." dated June 28, 1984, recorded as Plan No. 743 of 1984.

[illegible]

PLAN of LAND
for EDWIN S. and MARY C
WEST





EXHIBIT B-1

House Area



250 0 250 500 Feet

This is not a survey. Buildings and their locations are not to scale. All bearings are magnetic and distances are approximate.
map by:
C. Pryor
NEFF
December 2003

-  Conservation Restriction Exclusion Boundary
-  Stone wall
-  Road & Driveway
-  Buildings



PLAN NUMBER 157 OF 1979
BOOK 13836 PG. END

COMMONWEALTH OF MASSACHUSETTS
(STATE FOREST)



1) THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE EIGHTHENS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

2) THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

PLAN OF LAND
IN
TOWNSEND, MASS.
(Middlesex County)
FOR ROBERT WHITEHEAD ASSOC.
SCALE: 1" = 50'
JUNE 28, 1984
JOSEPH W. MOORE CO.
LAND SURVEYORS
16 HAINES ST.
BOSTON, MASS.
CIVIL ENGINEERS
BOSTON CONSULTANTS, INC.

EXHIBIT C

Forest Management Plan

Guidelines and Required Plan Elements

I. Guidelines

The goal is to practice sustainable forest management on the Property, which recognizes the importance of all ecological components and values and incorporates them into management policies, plans, and decisions. The following subsections are components to be considered when practicing sustainable forest management.

The parties recognize that their understanding of forest ecosystems and how they function is incomplete. It is important to periodically incorporate relevant advances in scientific knowledge into the sustainable forest management program.

Sustainable Timber Production

Grantor will use silvicultural systems, which enhance or maintain the value of the timber asset and provide for a sustained yield of forest products while recognizing that ecological, aesthetic, wildlife, and other non-timber values are important components of the forest. Silvicultural prescriptions should be based on sound scientific knowledge and tailored to individual stand conditions. They will strive to maintain stands in a well-stocked, productive condition and promote the diversity of natural forests in both species and structure. The full range of silvicultural prescriptions are available for use on the property where appropriate, and include even-aged and uneven-aged systems such as seed tree, shelterwood, clearcut, individual selection and group selection harvest systems. Management of the timber resource shall not eliminate key ecosystem elements.

Forest Diversity

Grantor's goal is to generate sustained yields of forest products from the forest in an economical manner over time while maintaining forest diversity. Sustainable forestry requires that structural and compositional components be maintained in a vigorous and productive condition. The forest management plan will identify areas of unique importance and employ means for assuring their retention.

Riparian Habitats

The Grantor's goal is to maintain functional watercourses, wetlands and wildlife habitat with the retention of riparian ecosystems. Best management practices shall be employed to minimize impacts to these areas.

Wildlife Management

The Grantor's goal is to generate sustainable yields of forest products in an economical manner while maintaining healthy wildlife habitat. Wildlife management practices are routinely

incorporated into timber management activities to retain or create desirable features including riparian habitat, wildlife cavity trees, mast availability, logs and brush for shelter, promoting vertical and horizontal diversity, vernal pools, coarse woody debris and featured species management. Wildlife management considers all species of wildlife, beyond game and socially important species.

Unique or Fragile Natural Areas

The Grantor's goal is to maintain functional ecosystems that include unique or fragile natural areas. Certain conservation agencies that monitor rare, threatened, endangered, or special concern species are valuable partners in this effort and may help identify these locations and provide technical advice about management practices.

Pesticide and Herbicide Use

The Grantor's goal is to implement management practices designed to minimize or eliminate use of pesticides. In all cases the use of pesticides or herbicides will be conducted in compliance with all local, state and federal laws and regulations.

Invasive species

The Grantor's goal is to reduce or eliminate these species from the property where appropriate and possible. Mechanical and chemical means of control are viable tools to reduce the threat of invasive species. The introduction and spread of non-native plants with invasive tendencies is a current and growing concern.

Aesthetic Resources

The Grantor's goal is to maintain aesthetic quality in order to maintain or enhance the value of the Property. Aesthetic quality is important to maintaining the value of the forest asset.

II. Required Plan Elements

The Management Plan shall include, at a minimum, the following elements:

- (1) the property's current owner(s), including their then current mailing address and telephone number(s),
- (2) the property tax assessor's map number and lot/parcel number, the property's total acreage, and acreage subject to this, or any other restriction or easement;
- (3) the deed book and deed page from the Middlesex South District Registry of Deeds, and reference to any approved or pending ANR (approval not required) plan, subdivision plan, or any other division of the property's ownership interests;
- (4) A history of the property and its management, including forestry or agricultural activities engaged in during the previous ten years;

- (5) An inventory of forest resources, including: species, quality, age class distributions, growth rates, potential harvest volumes and values;
- (6) A forest type map, an appropriately scaled and accurate map, which shall delineate: the property's boundaries, forest types, estimated locations of any threatened or endangered animal and plant species, unique (geological, hydrological, historical, and cultural) features, existing roads and other access to the property, soil types, topography, and aspect;
- (7) A description of the property's abutters and any other protected land(s), including areas protected for natural, scenic, forested, agricultural, historical, open space, conservation, or wildlife purposes within a reasonable distance of this property; and
- (8) A description of the owner's management objectives and practices for the following ten (10) year period, which shall provide for the maintenance and improvement of the overall quality of the timber resource, the maintenance or improvement of soil productivity and the conservation of water quality.