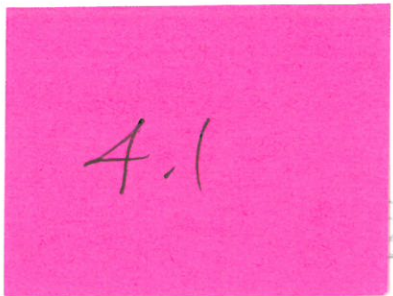




Office of  
**ZONING BOARD OF APPEALS**  
272 Main Street  
Townsend, Massachusetts 01469  
bfaxon@townsendma.gov  
978-597-1722



### LEGAL NOTICE

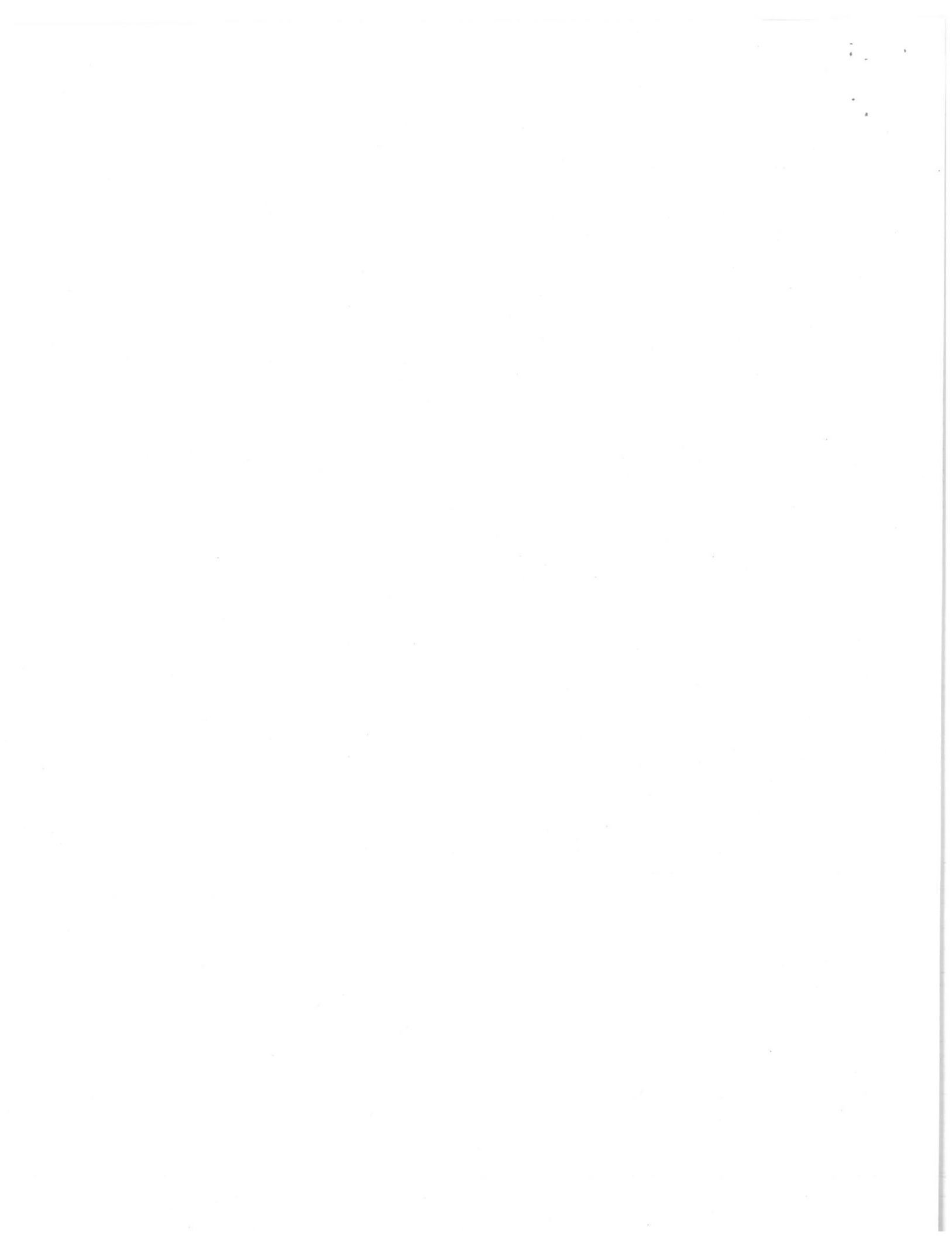
In accordance with MGL Chapter 40A and the Townsend Zoning Bylaw, the Townsend Zoning Board of Appeals will hold a remote access virtual public hearing on **Wednesday, January 12, 2022, at 6:15 p.m.** on the application of **Candice Hagerstrom** for a **Special Permit** under Zoning Bylaw §§145-26B, Residential A and B Special Permit Uses pursuant to §145-65, Special Permits and/or **Appeal** of the Building Commissioners determination under Zoning Bylaw 145-64. The applicant and property owner proposes to construct and operate a dog grooming business in residence, in the existing single family home at **478 Main Street (Assessor's Map 11, Block 1, Lot 0)**. Public remote only access to the meeting is via the following Zoom link:  
<https://us02web.zoom.us/j/88649175842?pwd=RjhpNDllQVdPbEo4WXlwbVlmVi9Ddz09>  
Meeting ID: 886 4917 5842 and Passcode: 831787. Dial in access 1-301-715-8592

Parties wishing to speak in support of, or in opposition to, this application may do so in writing prior to the hearing, or at the virtual hearing in person or represented by an agent or attorney. Copies of this application are available for review in the offices of the Town Clerk and Zoning Board of Appeals Office during business hours or, by emailing a request for a digital copy to [bfaxon@townsendma.gov](mailto:bfaxon@townsendma.gov).

William Cadogan  
Chairman, Zoning Board of Appeals

**Published in The Groton Herald on:      December 10, 2021, and December 17, 2021**

cc: Abutters within 300', Applicant, Assessors, Board of Health, Board of Selectmen, Building Commissioner, Conservation Commission, Fire Department, Highway Department, Historic District Commission, Housing Authority, Planning Board, Police Department, Street file, Town Clerk, Water Department, Seven Abutting Towns.





Office of the  
ZONING BOARD OF APPEALS  
272 Main Street

Townsend, Massachusetts 01469  
Phone: (978)597-1700 x1723 Fax (978)597-1722



## APPLICATION FORM

Application form as incorporated in Zoning Board of Appeals Rules and Regulations as adopted on May 26, 2010. Earlier revisions: 10/6/94, 10/5/95, 10/30/95; 4/10/97; 5/12/99, 3/1/01, 12/16/05, 6/13/07.

Name: Candice Hagerstrom

Mailing Address: 478 Main Street Townsend Ma 01474

Property Address: 478 Main Street Townsend Ma 01474

Applicant's phone: 774-701-3124

Applicant is (circle one): Owner Agent/Attorney Purchaser Tenant

Property owner's name and mailing address (if not applicant): \_\_\_\_\_

### Characteristics of Property:

Number of lots 1 Lot Area 74,630<sup>sq</sup> Frontage 170.00' Zoning District Res A  
(If more than one lot, please complete information for each lot individually)

Assessor's Office Map # 11 Block # 1 Lot # 0

Recorded at Middlesex Southern Registry of Deeds: Book: 52942 Page: 323

1. Is the parcel in the Aquifer Protection District? yes
2. Is the parcel within 300 feet of the Squannacook River? NO
3. Is the parcel in an Historic District? yes
4. Are there any brooks, streams, swamps, bogs, lakes, ponds, or other wetlands on the lot or within 100 feet of the lot? NO
5. Will this request result in additional living space?  
If yes, do you have Board of Health approval for a septic system to serve this space? yes  
If you do not, please explain:

cont..

This Application is for:

Variance of the Zoning Bylaws, Code of the Town of Townsend Section 145-66 and Section \_\_\_\_\_ - Fee \$300.00 (see additional information/requirements on the next page)

Special Permit for Earth Removal under Section 145-46, Section 145-65 and Section 145-40 of the Zoning Bylaws, Code of the Town of Townsend.

Under 7000 cubic yards Fee \$300.00,  
7001 cubic yards and over Fee \$750.00

Material to be removed: \_\_\_\_\_

Appeal under Section 145-64 of the Zoning Bylaws, Code of the Town of Townsend.  
Fee: \$300.00

Comprehensive permit under M.G.L. Ch. 40B: Base fee: \$7,500 plus the following based on the number of units:

Number of Units	Cost per Unit
1-5	\$135.00
6-15	\$300.00
16-30	\$400.00
31 or more	\$450.00

Special Permit for multi-family housing under Section 145-37 of the Zoning Bylaws, Code of the Town of Townsend. Fee \* \$5,000.00 plus \$135.00/unit)

Special Permit under Section 145-65 and Section 145-26B of the Zonings Bylaw, Code of the Town of Townsend. Fee \$300.00. (for any special permit section not listed above).

Renewal of Special Permit under Section 145-65 and Section \_\_\_\_\_ of the Zonings Bylaw, Code of the Town of Townsend. Fee \$135.00

\* For more than one request checked above, pay the highest applicable fee

Fees listed provide for the administrative costs of the Board, and do not include special costs such as consultants to review engineering plans or other expert opinions the Board may deem necessary. Under M.G.L. c. 40A and c. 44, §53G, the Board may require an applicant to pay the reasonable costs of outside consultants. The Board may also require an applicant to pay any unusual administrative costs, such as copying costs for large submissions of plans or drawings greater than 8.5" by 14". The applicant shall pay the cost of recording any decision at the Registry of Deeds. Application fees are non-refundable.

Further Variance information:



If applying for a Variance, please answer the following questions:

Under state law (MGL Ch 40A, Section 10), the Board cannot issue a Variance unless the Board finds that the requirements in (c) through (f) below are met. The applicant is obligated to demonstrate these points to the Board. If you need advice on (c) through (f), you should consult an attorney. No Town official can advise you on your answers.

- (a) What type of variance are you requesting?\*
- (b) What is the amount of the variance from the particular requirements of the Code of the Town of Townsend?\*
- (c) What circumstances relating to the particular soil condition, shape, or topography of your land or structures cause you to need a variance?
- (d) What substantial hardship, financial or otherwise, owing to the particular circumstances in (c) above, would result if this application for a variance were denied?
- (e) The granting of this variance by the Zoning Board of Appeals would not be detrimental to the public good; and
- (f) The granting of this variance is not a substantial derogation from the particular bylaw or bylaws.

\* The Building Department or the Zoning Board Administrator can assist you in filling out of this application for items (a) and (b).

#### ITEMS THAT MUST BE SUBMITTED WITH THE APPLICATION FORM:

1. Any correspondence from the Building Inspector concerning this request, including the written rejection letter which is being appealed pursuant to M.G.L. ch. 40A § 8 and the Zoning Bylaws, Code of the Town of Townsend § 145-64.
2. One-page summary of the proposal (for a Variance, see the above information).
3. A scaled plot plan that distinguishes existing structures from the proposed construction. Said plan must also show all setbacks (front, side, rear) and frontage measurements. All lot and structural dimensions, both existing and proposed, must be clearly delineated.
4. For an accessory apartment, include floor plans of the principal residence and the apartment, along with a report from the Board of Health in accordance with Section 145-36 D of the Zoning Bylaws, Code of the Town of Townsend.

**INSTRUCTIONS FOR FILING APPLICATIONS:**

Present the signed application with the items listed above to the Town Clerk, which will then certify the date of filing and give you a copy of the application as certified.

File the certified copy, along with 8 additional copies (for distribution to the ZBA members, Town Counsel, and Mandatory Referrals), and the fee with the Town Clerk. Hand delivery to the Town Clerk is recommended.

**ALL APPLICANTS MUST READ, SIGN AND DATE THE FOLLOWING:**

I certify that the information provided above is true and correct to the best of my knowledge; that I understand that the Board may require additional information to process or grant this application; that the Board may require me to pay additional consulting or other unusual costs; that errors in this information, or in the information I provide at the public hearing, may result in the denial of this application or the revocation of any favorable decision issued by the Board; that any relief granted by the Board shall be limited to the request made in this application; that I may be represented by counsel at my own expense; that if my application is denied it cannot be resubmitted for two years, following its denial, without prior approval of both the Zoning Board of Appeals and the Planning Board; and that I am responsible for all other applications, permits, approvals etc., that may be required by law.

Signed:

 11-17-2021  
Name Date

Candice Hagerstrom <candice.hassam24@gmail.com>



### Dog grooming at 478 Main St

5 messages

Eric Chartrand <echartrand@townsendma.gov>

To: "candice.hassam24@gmail.com" <candice.hassam24@gmail.com>

Cc: Rick Metcalf <rmetcalf@nashoba.org>

Mon, Nov 15, 2021 at 4:19 PM

Good evening Mrs. Hagerstrom,

I wasn't made aware of your use permit until today for a potential dog grooming business at 478 Main St. This is most likely because the Board of Health reviews permits prior to me. Because there were concerns with the Title V requirements, I did not make it to my desk until today and for that I sincerely apologize. Usually, I would catch this when a building permit was applied for but your contractor made no mention of this use on his building permit. To complicate matters further there is also another person proposing the same use on the other side of Town.

Unfortunately, after review it does not appear that Dog Grooming is permitted in the residential district either by right or by special permit. I have attached a zoning determination that surmises my findings in detail for your review, please read it carefully. That said there are two uses that are similar that are allowed by special permit, veterinary/commercial kennels and Barbershops/Beauty salons. I would appeal my decision to the Zoning Board of Appeals and petition for a special permit. They can either agree with me or overturn my decision.

Alternatively, Kennels are permitted, and you could groom as an accessory to the use as a kennel, again a special permit is required.

I am more than happy to discuss this matter with you, and I apologize for communicating through email, but I wanted to deliver this information as quickly as possible. It is past 4pm and I have to cover Lunenburg so I am leaving but will be back in the office tomorrow morning.

Respectfully,

Eric Chartrand CBO  
Building Commissioner  
Town of Townsend



Office of the  
**Building Commissioner**  
Town of Townsend,  
272 Main St  
Townsend, Ma 01469  
978-597-1700 ext 1709 978-597 8135 fax

November 15th, 2021

Candice Hagerstorm  
478 Main St  
Townsend, Ma 01474

**RE: Use application at 478 Main St Map 11, Block 1, Lot 0**

Dear Mrs. Hagerstorm,

On October 20th, 2021 you applied for a permit to use 478 Main St (herein known as "the property") for a part time dog grooming business DBA "Forever Faithful Dog Salon". After reviewing your application and the Towns Zoning Bylaws (herein known as "TZB's"), I have reached the following determinations:

**Finding of Fact:**

- The property is located in the Residential A District - as shown on maps entitled "Townsend Zoning Bylaw Maps #1 - 12," dated January 1989.
- The property is located in the Aquifer Protection District - defined as the aquifer boundaries shown on a map entitled "Distribution of Aquifers, Townsend, Mass., December 15, 1984, Nashua River Watershed Association".
- The use you're proposing is not a "home occupation" based on the definition contained in TZB's Section 145-5.
- Section 145-26 B. Uses allowed by Special Permit:
  - #9 Commercial kennel, animal or veterinary hospital, provided that such use is located on the same premises as a dwelling and is conducted by a resident thereof.
  - #15 Beauty parlor or barber shop in a dwelling or building accessory thereto, provided that there is adequate parking and that the total number of employees does not exceed two and the residential character of the premises is preserved.

**Argument:**

The TZB's define a "home occupation" as an activity customarily carried on by the permanent residents of a dwelling unit, inside the dwelling unit requiring only customary home equipment. Home occupations do not include barber shops or beauty shops nor do they involve the sale of articles produced outside the dwelling unit nor any activity involving odor, vibration, smoke, dust, heat, or other objectionable effects. Based on this definition your proposed use would not be considered a home occupation.

Section 145-4 of the TBZ's states that any use not specifically or generically listed herein or otherwise permitted in a district shall be deemed as prohibited. Dog grooming is not a permitted use under Section 145-26 et seq (residential uses) by right, nor is it a use that is allowed by special permit. Therefore the Building Department cannot approve your application for use at this time.

However the TZB's allow commercial kennels/animal (vet) hospitals and beauty parlors/barber shops by way of special permit in the residential district. A dog grooming business is similar in nature and falls between these two uses, an argument could be made that this use is allowed based on that reasoning.

**Conclusion:**

**Regretfully I must inform you, your use application cannot be approved at this time because dog grooming is not a permitted use in the Residential District.** In accordance with Section 145-64 any person aggrieved by reason of his/her inability to obtain a permit or enforcement action from any administrative officer under the provisions of this bylaw or Chapter 40A is eligible to appeal this decision with the Zoning Board of Appeals (herein known as the "ZBA").

I would suggest you petition the ZBA to overturn my decision and apply for a special permit to use the property as a location to operate your business.

This determination only pertains to zoning, it does not address any other requirements of the Town's various boards or departments nor does it address the State Building Code, 780 CMR. **Other approvals may be required.** The conversion of a structure from private use to a public space requires full compliance with the state's accessibility requirements from the Architectural Access Board found in 521 CMR.

**Appeals:**

Whoever is aggrieved by a zoning interpretation, order, requirement, direction or failure to act by the Building Commissioner may file a notice of appeal to be heard by the Zoning Board of Appeals within 30 days of the receipt of this letter.

Whoever is aggrieved by an interpretation, order, requirement, direction or failure to act by any person charged with enforcement of the state building code may within 45 days after the service of such notice thereof may appeal such interpretation, order, requirement, direction or failure to act to the Building Code Appeals Board.

Respectfully,

Eric Chartrand CBO  
Building Commissioner  
Town of Townsend

Dear Zoning Board,

My name is Candice Hagerstrom. On October 1st we purchased 478 Main Street. After a long journey searching for a new home I fell in love with Townsend and this beautiful old historic farmhouse. We sold our small ranch in Lunenburg in hopes of finding a larger home to raise our 4 children. I was so excited when the owner accepted our offer and this journey was finally going to pay off. Having said that, I had a small part time home business grooming shop for the last 3 years out of my last home. This was such a blessing during covid to be able to be home with my kids.

Having to close the doors on my business was very hard to do. This house didn't have the ideal home business space but I fell in love with this property. So the best option was to finish off the small bump out attached to the garage. This has definitely been a financial hardship for my family as I have been out of work since we moved. On average my business would generate \$3,500-\$4,000 a month. This extended closure has also cost me clients as they are seeking services elsewhere. With my first new mortgage payment coming up and no clear open date in sight I am beginning to worry about not being able to afford this home. I am still going through the board of health process and have my next meeting on Monday night. This process has been concerning hooking a bathtub for the dogs in my space. My new septic tank size does allow for an extra line to be run. I have submitted my sales reports and water use history for my last property to the health board as well as the product that I use. And am now waiting on a decision on hair traps to be used to protect my system.



Let's get to my business. The name of my shop is Forever Faithful Dog Salon. After being in the grooming industry for 25 years I had decided that it was time for a change. Working long hours in a commission based business kept me away from family too much. Also grooming shops can be very noisy, chaotic, and packed with dogs. This environment can be stressful for workers and pets. I started my shop to be a quiet calm environment that services only one client at a time. My shop is part time and my typical business hours would be Monday 4-7, Tuesday 4-7, Wednesday 9-5, Thursday 4-7, Friday 9-5, and Saturday 3-6. I work these hours as this schedule is around my husband's work hours. So he is home to take over kid duty. I usually groom 15 - 20 dogs per week. As I had mentioned before I only have one client on the property at a time so this allows for the pet to be groomed straight thru. Also I do not have dogs sitting around in cages barking so my shop is very quiet. Working this way gives my clients an option for nervous or anxious pets that is not offered at other groomers. And it has been very hard for me to continue to put my service off for them. As patient as they all are, the holidays are a busy time for groomers as everyone wants a clean fluffy pet on Christmas morning and if I cannot offer my services then they will have to go elsewhere. This saddens me as I worked hard for three years to establish my business and relationship with these clients and their pets.

Working from home part time has allowed me to be a stay at home mom for my littles. They are 2 and 4. My older 2 children are 10 and 11. At that time I was a full time working mom at busy grooming shops and they were always at daycare or with nannies. I feel that time goes by so quickly and that time is precious. I feel that I had missed out on a lot with them. Working from home with

a flexible schedule allows me to be there for all the important stuff in my kids' lives. It saddens me to think that not having this business approved would force me to go back to my old schedule and not be around for them once again. With covid it would make me nervous to send my littles to daycare as well as having to pay that hefty bill once again. With a home business I have minimal overhead. My only other option would be to rent a larger shop and have to pay an overhead and work many hours to pay for that as well.

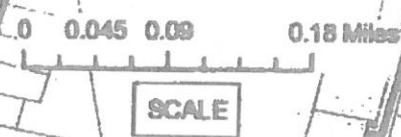
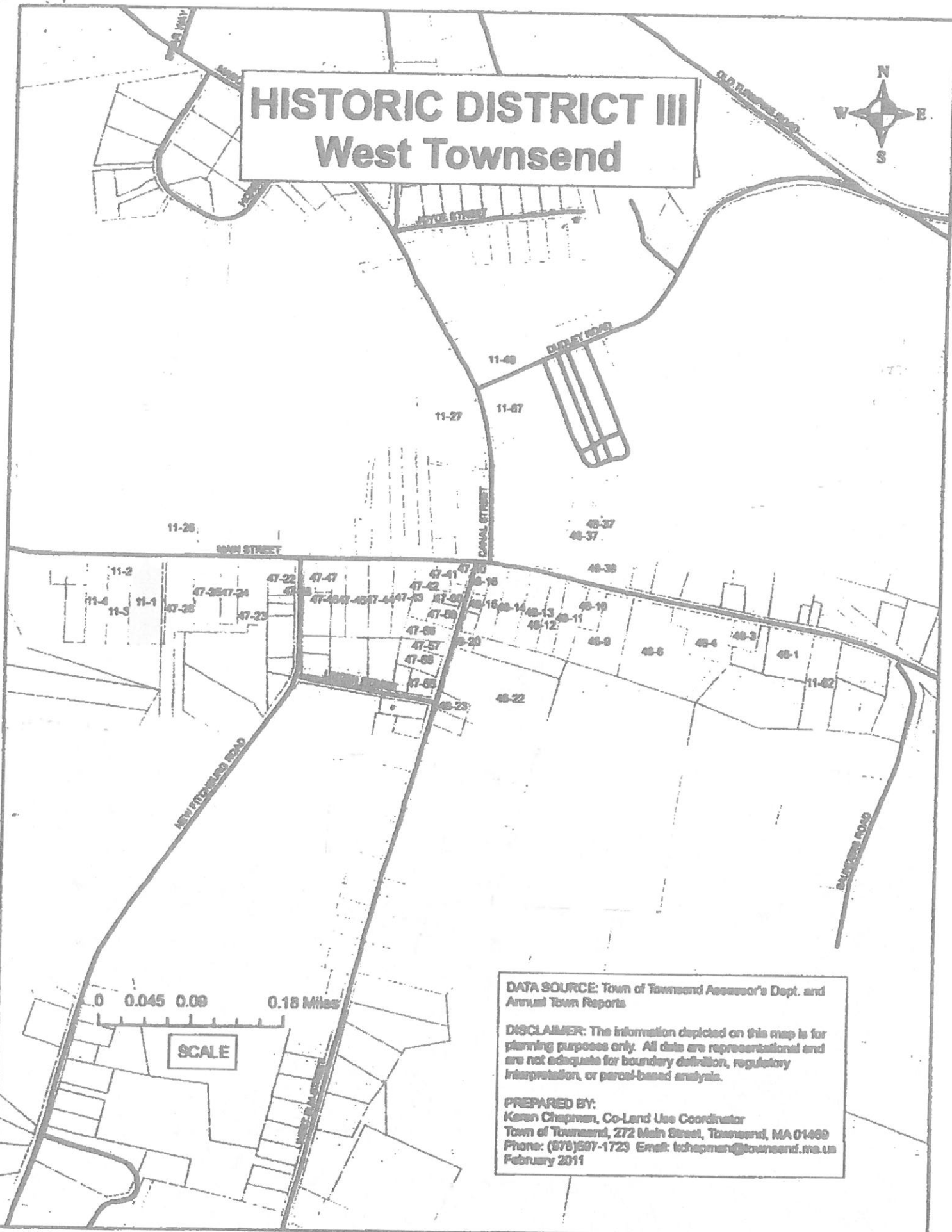
As I mentioned before I only have one client here at a time so minimal traffic to the property as well as minimal noise. Being on Main Street I have also decided to have no signage outside as I do not wish to have drop ins on off hours. My services are by appointment only and new clients are usually on a referral basis only.

I have submitted some pics of the property to show the before and after photos of the shop entrance. Also I have shown the driveway for the off street parking and a floor plan to show that the space i will be using is large enough for me only I will be having no employees. I do not wish to have a busy shop. Working from home part time allows me to earn enough income to contribute to the household. I am ok living comfortably and am not looking for a large operation.

Thank you all for your time and consideration  
Candice Hagerstrom

November 18, 2021

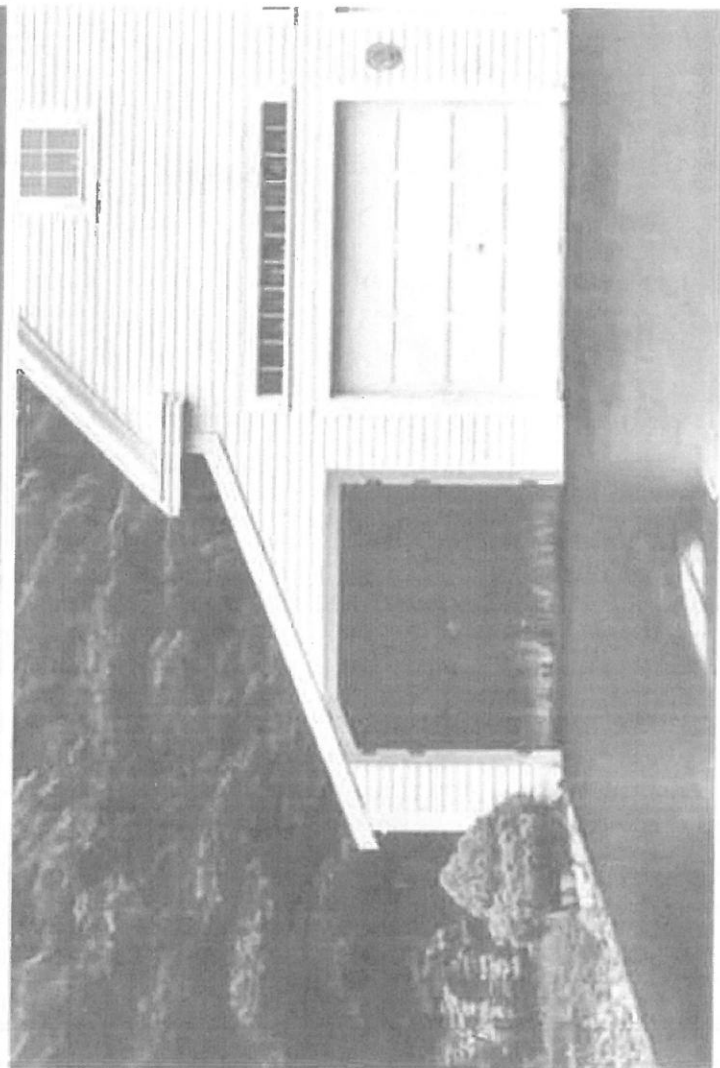
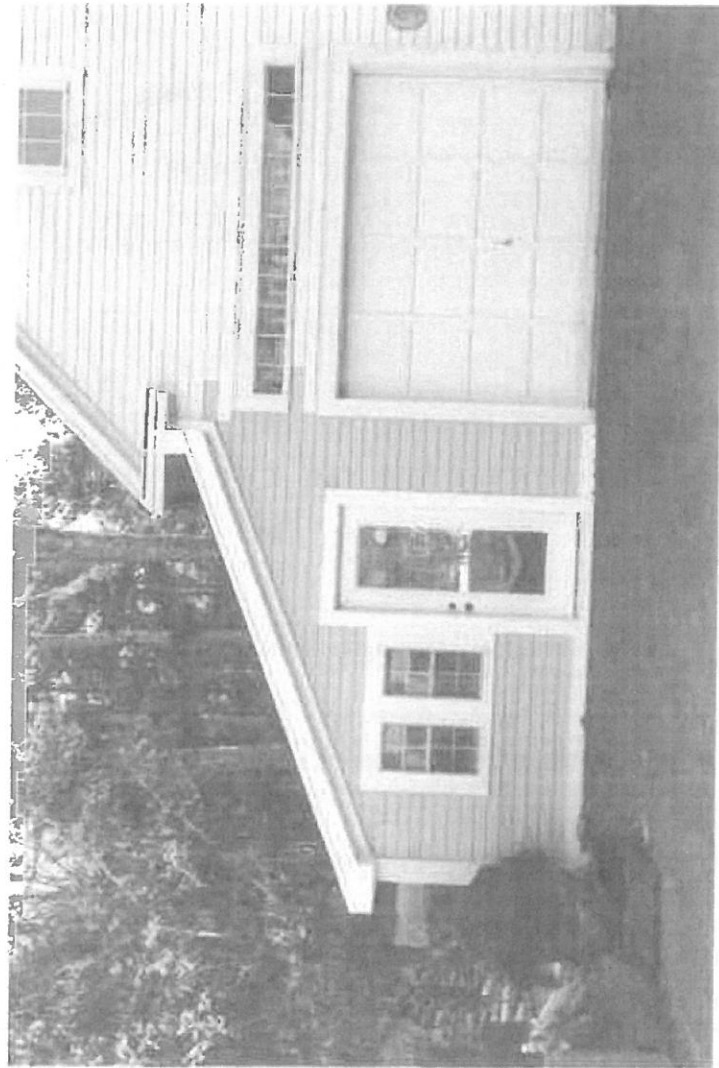
# HISTORIC DISTRICT III West Townsend

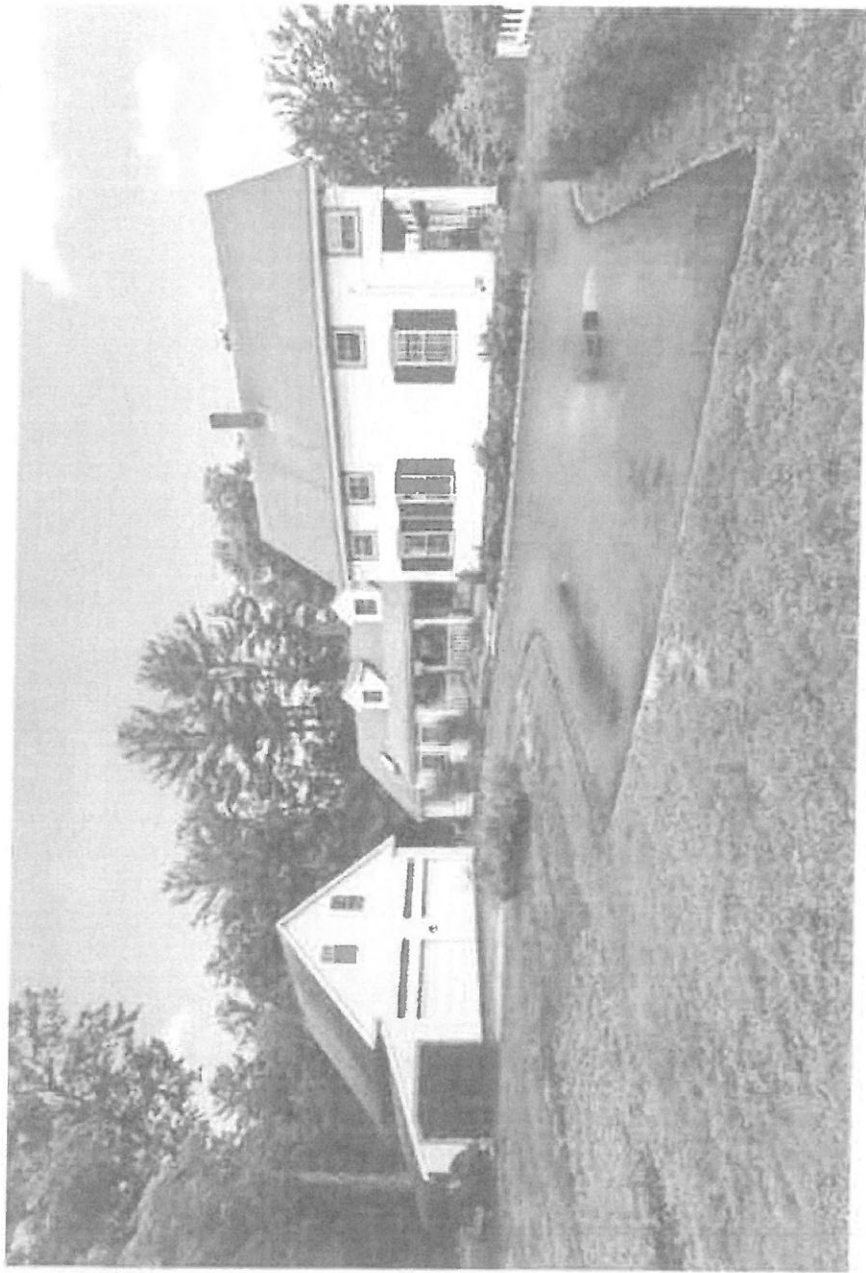


**DATA SOURCE:** Town of Townsend Assessor's Dept. and Annual Town Reports

**DISCLAIMER:** The information depicted on this map is for planning purposes only. All data are representational and are not adequate for boundary definition, regulatory interpretation, or parcel-based analysis.

**PREPARED BY:**  
Keren Chapman, Co-Land Use Coordinator  
Town of Townsend, 272 Main Street, Townsend, MA 01469  
Phone: (978)607-1723 Email: kchapman@townsend.ma.us  
February 2011





**RENEY, MORAN, & TIVNAN**

REGISTERED LAND SURVEYORS  
75 HAMMOND STREET - FLOOR 2  
WORCESTER, MA 01610-1723  
PHONE: 508-752-8885  
FAX: 508-752-8895  
RMT@HSTGROUP.NET

A Division of H. S. & T. Group, Inc.

**MORTGAGE INSPECTION PLAN**

NAME MARK HAGERSTROM & CANDICE HAGERSTROM

LOCATION 478 MAIN STREET

WEST TOWNSEND, MA

SCALE 1" = 80' DATE 08-06-21

JOB # 07-2390-21

**REGISTRY MIDDLESEX SOUTH**

BASED UPON DOCUMENTATION PROVIDED, REQUIRED MEASUREMENTS WERE MADE OF THE PERIMETER AND BUILDING(S) SHOWN ON THIS MORTGAGE INSPECTION PLAN. IN OUR JUDGMENT ALL VISIBLE ENCROACHMENTS ARE SHOWN AND THERE ARE NO VIOLATIONS OF ZONING REQUIREMENTS REGARDING STRUCTURES TO PROPERTY LINES (UNLESS OTHERWISE NOTED IN DRAWING BELOW).

NOTE: NOT DEFINED ARE ABOVEGROUND POOLS, OVERSEEPS, OR SHEDS WITH NO FOUNDATIONS. THIS IS A MORTGAGE INSPECTION PLAN, NOT AN IMPROVEMENT SURVEY. DO NOT USE TO DEDUCT FENCES, OTHER BOUNDARY STRUCTURES, OR TO PLANT SHEDS. LOCATION OF THE STRUCTURE(S) SHOWN HEREON IS EITHER IN COMPLIANCE WITH LOCAL ZONING FOR PROPERTY LINE OFFSET REQUIREMENTS, OR IS EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER MASS. G.L. TITLE VI, CHAP. 40A, SEC. 7, UNLESS OTHERWISE NOTED. THIS CERTIFICATION IS NON-TRANSFERABLE. THE ABOVE CERTIFICATIONS ARE MADE WITH THE PROVISION THAT THE INFORMATION PROVIDED IS ACCURATE AND THAT THE MEASUREMENTS USED ARE ACCURATELY LOCATED IN RELATION TO THE PROPERTY LINES.



DEED BOOK/PAGE 52942/323

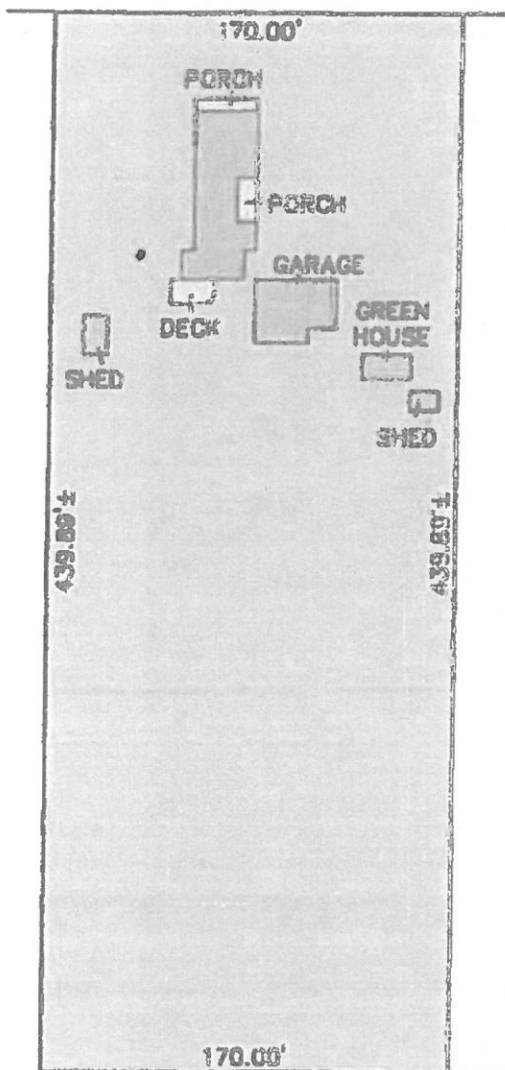
PLAN BOOK/PLAN DEED/ASSESSORS

WE CERTIFY THAT THE BUILDING(S) ARE NOT WITHIN THE SPECIAL FLOOD HAZARD AREA. SEE FEMA MAP:

061E DTG 06-04-2010

FLOOD HAZARD ZONE HAS BEEN DETERMINED BY SCALE AND IS NOT NECESSARILY ACCURATE. UNTIL DEFINITIVE PLANS ARE ISSUED BY FEMA AND/OR A VERTICAL CONTROL SURVEY IS PERFORMED, PRECISE ELEVATIONS CANNOT BE DETERMINED.

**MAIN STREET (ROUTE 119)**



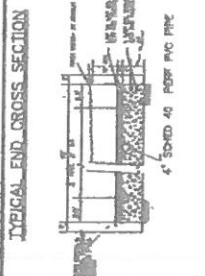
REQUESTING OFFICE: RICHARD E. HASTINGS, ESQ.  
REQUESTED BY:

DRAWN BY: SP  
CHECKED BY:



**KEY ELEVATIONS**

101.80	HOUSE 2ND
98.00	PAPER HOUSE 1ST FLOOR
96.10	PAPER HOUSE FINISH
97.00	THANK OUT
97.50	ROCKY IN
97.10	PIPE 6 INCH
98.75	PIPE 12 INCH
98.75	PIPE 8 INCH
98.75	PIPE 4 INCH
97.50	TOP OF STONE
97.50	COVER



**GENERAL NOTES**

- THE PLAN AND SECTION DRAWINGS REPRESENT A PRELIMINARY SURVEY OF THE PROPERTY AND ARE NOT TO BE CONSIDERED A GUARANTEE OF THE ACCURACY OF THE SURVEY.
- NO PART OF THIS SURVEY IS TO BE USED AS THE BASIS FOR ANY CLAIMS OR LITIGATION WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
- THE ENGINEER HAS NOT PERFORMED A VISUAL INSPECTION OF THE PROPERTY AND HAS NOT BEEN ADVISED OF ANY DEFECTS OR OBSTRUCTIONS.
- THE ENGINEER HAS NOT BEEN ADVISED OF ANY DEFECTS OR OBSTRUCTIONS.
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**SYSTEM SPECIFICATIONS**

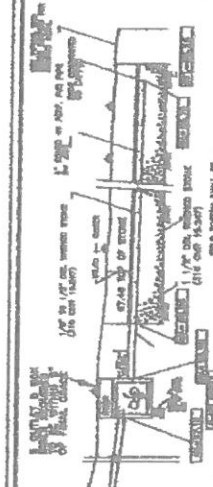
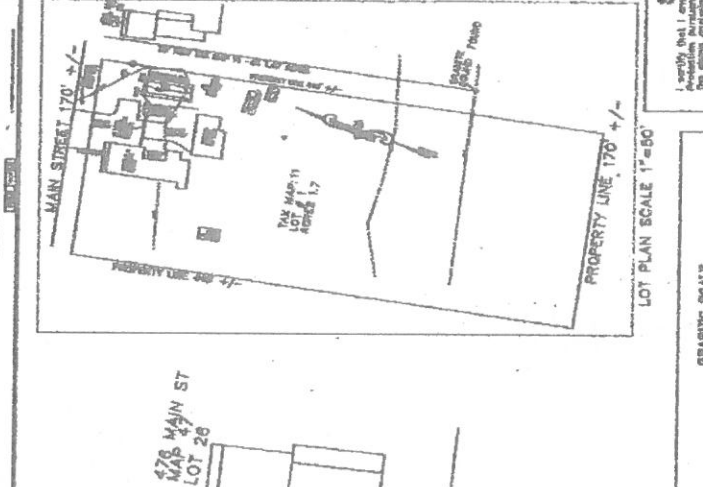
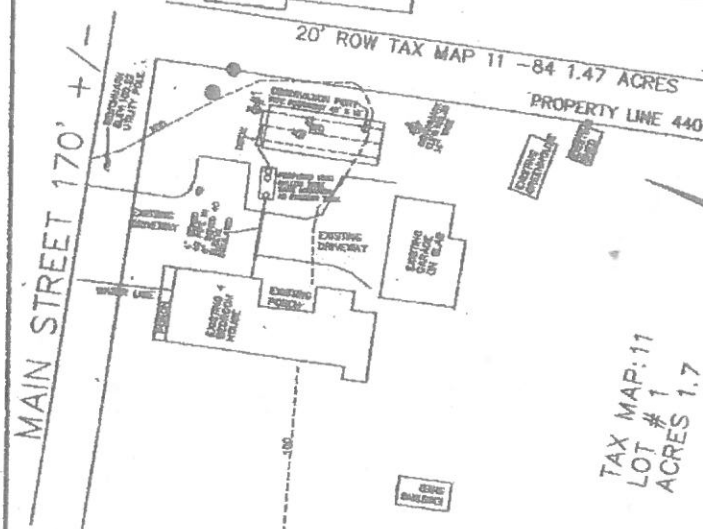
- CONCRETE SHALL BE 4000 PSI COMPRESSIVE STRENGTH WITH 5% CHLORIDE FREE AND AIR ENTRAINMENT.
- STEEL SHALL BE A36 OR A572 GR 50 WITH MINIMUM TENSILE STRENGTH OF 58,000 PSI AND YIELD POINT OF 36,000 PSI.
- PIPE SHALL BE 40# REBAR WITH A 4 INCH x 4 INCH SQUARE CROSS SECTION.
- PIPE SHALL BE 40# REBAR WITH A 4 INCH x 4 INCH SQUARE CROSS SECTION.
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- PIPE SHALL BE 40# REBAR WITH A 4 INCH x 4 INCH SQUARE CROSS SECTION.

**OWNER INFORMATION**

OWNER: CRYSTAL BOUCHER COLLINS  
 478 MAIN ST. WEST TOWNSEND MA 01474  
 PHONE: 508-487-2850

**LEGEND**

1	EXISTING
2	PROPOSED
3	REMOVE
4	ADJUST
5	CONSTRUCTION
6	PROPERTY LINE
7	STREET
8	SEWER
9	WATER
10	STAKE



**KEY ELEVATIONS**

101.80	HOUSE 2ND
98.00	PAPER HOUSE 1ST FLOOR
96.10	PAPER HOUSE FINISH
97.00	THANK OUT
97.50	ROCKY IN
97.10	PIPE 6 INCH
98.75	PIPE 12 INCH
98.75	PIPE 8 INCH
98.75	PIPE 4 INCH
97.50	TOP OF STONE
97.50	COVER

**TEST PIT LOG**  
 DATE: 11-17-2020  
 LOCATION: 478 MAIN ST. WEST TOWNSEND, MA 01474

DEPTH (FEET)	DESCRIPTION
0-1'	TOPSOIL SANDY
1'-10"	CLAYEY SAND MUD
10'-20"	SANDY SILT MUD
20'-28"	SANDY SILT MUD
28'-34"	SANDY SILT MUD
34'-41"	SANDY SILT MUD
41'-50"	SANDY SILT MUD
50'-58"	SANDY SILT MUD
58'-66"	SANDY SILT MUD
66'-74"	SANDY SILT MUD
74'-82"	SANDY SILT MUD
82'-90"	SANDY SILT MUD
90'-98"	SANDY SILT MUD
98'-106"	SANDY SILT MUD
106'-114"	SANDY SILT MUD
114'-122"	SANDY SILT MUD

REVISED JANUARY 24, 2021  
 FOR THE OWNER AND ENGINEER'S RECORD  
 (THIS PLAN HAS BEEN REVISED BY THE ENGINEER)

**OWNER INFORMATION**

OWNER: CRYSTAL BOUCHER COLLINS  
 478 MAIN ST. WEST TOWNSEND MA 01474  
 PHONE: 508-487-2850

**LEGEND**

1	EXISTING
2	PROPOSED
3	REMOVE
4	ADJUST
5	CONSTRUCTION
6	PROPERTY LINE
7	STREET
8	SEWER
9	WATER
10	STAKE

**SYSTEM SPECIFICATIONS**

- CONCRETE SHALL BE 4000 PSI COMPRESSIVE STRENGTH WITH 5% CHLORIDE FREE AND AIR ENTRAINMENT.
- STEEL SHALL BE A36 OR A572 GR 50 WITH MINIMUM TENSILE STRENGTH OF 58,000 PSI AND YIELD POINT OF 36,000 PSI.
- PIPE SHALL BE 40# REBAR WITH A 4 INCH x 4 INCH SQUARE CROSS SECTION.
- PIPE SHALL BE 40# REBAR WITH A 4 INCH x 4 INCH SQUARE CROSS SECTION.
- PIPE SHALL BE 40# REBAR WITH A 4 INCH x 4 INCH SQUARE CROSS SECTION.
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- PIPE SHALL BE 40# REBAR WITH A 4 INCH x 4 INCH SQUARE CROSS SECTION.

**OWNER INFORMATION**

OWNER: CRYSTAL BOUCHER COLLINS  
 478 MAIN ST. WEST TOWNSEND MA 01474  
 PHONE: 508-487-2850

**LEGEND**

1	EXISTING
2	PROPOSED
3	REMOVE
4	ADJUST
5	CONSTRUCTION
6	PROPERTY LINE
7	STREET
8	SEWER
9	WATER
10	STAKE

**SOIL CERTIFICATION**  
 I, ENGINEER, DANIEL J. BOURNE, P.E., LICENSE NO. 0807  
 HAVE EXAMINED THE TEST REPORT AND THE SOIL SAMPLES  
 SUBMITTED BY THE CLIENT AND I HEREBY CERTIFY THAT THE  
 REPORT ACCURATELY REPRESENTS THE RESULTS OF THE TESTS  
 CONDUCTED AT THE LOCATION AND DATE INDICATED THEREON  
 AND THAT THE TESTS WERE CONDUCTED IN ACCORDANCE WITH  
 THE PROVISIONS OF 805 CMR 1.00.  
 DANIEL J. BOURNE, P.E.  
 REGISTERED PROFESSIONAL ENGINEER  
 130 W. MAIN ST., WEST TOWNSEND, MA 01474  
 (508) 487-2850

**OWNER INFORMATION**

OWNER: CRYSTAL BOUCHER COLLINS  
 478 MAIN ST. WEST TOWNSEND MA 01474  
 PHONE: 508-487-2850

**LEGEND**

1	EXISTING
2	PROPOSED
3	REMOVE
4	ADJUST
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6	PROPERTY LINE
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8	SEWER
9	WATER
10	STAKE

**SYSTEM SPECIFICATIONS**

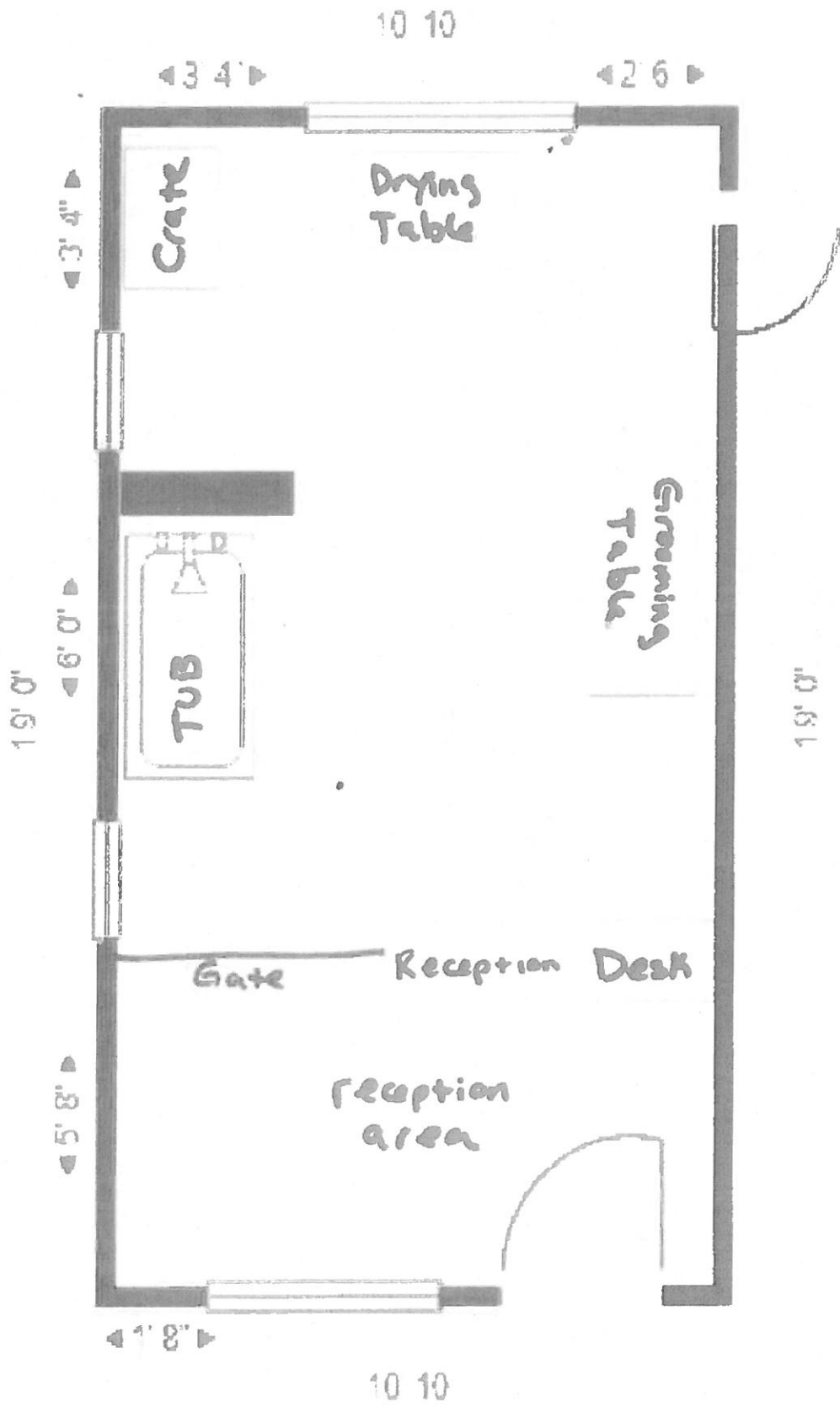
- CONCRETE SHALL BE 4000 PSI COMPRESSIVE STRENGTH WITH 5% CHLORIDE FREE AND AIR ENTRAINMENT.
- STEEL SHALL BE A36 OR A572 GR 50 WITH MINIMUM TENSILE STRENGTH OF 58,000 PSI AND YIELD POINT OF 36,000 PSI.
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**OWNER INFORMATION**

OWNER: CRYSTAL BOUCHER COLLINS  
 478 MAIN ST. WEST TOWNSEND MA 01474  
 PHONE: 508-487-2850

**LEGEND**

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3	REMOVE
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Town of Townsend  
Employment Opportunity  
WebMaster

4.2

The Town of Townsend seeks qualified applicants for the position of WebMaster. The position is part-time, non-benefited, and can be performed remotely.

Responsibilities:

The WebMaster reports to the Board of Selectmen through the Town Administrator and is responsible for maintaining the Town of Townsend website, including seeing that all pages are kept up-to-date and for maintaining webpages that do not have a supporting staff member designated as the "owner" of the webpage, e.g., Finance Committee, Capital Planning Committee, Energy Committee, etc.. The WebMaster will also be responsible for posting News and Announcements as requested by Town staff, creating new webpages as required, and for making suggestions for website updates.

Qualifications:

This position requires someone with an interest and proven competence in web design and management. The WebMaster will possess a strong ability to strategize creatively & outside the box and have proven, effective communication skills & an analytical mindset.  
(The Town website is a Drupal site created by CivicPlus.)

Salary:

This position is a Grade C, Step 1, position at \$17.88/hr, and is budgeted for 5-7 hours a week for a maximum of \$6000 annually. It is part-time and can be performed remotely after an initial in-house period to become familiar with the organization of the Town.

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

Employment application and detailed job description are available at [www.townsendma.gov](http://www.townsendma.gov). Applications will be accepted until a suitable candidate is found.  
The Town of Townsend is an AA/EOE.



## WEBMASTER

### **DEFINITION**

Responsible for maintaining the Town of Townsend website, including seeing that all pages are current and for maintaining webpages that do not have a supporting staff member designated as the “owner” of the webpage. The WebMaster is also responsible for posting News and Announcements as requested by Town staff, creating new webpages as required, and for making suggestions for website updates.

### **ESSENTIAL FUNCTIONS**

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

- Sees that webpages are kept current by staff members assigned to department and Board/Committee pages.
- Responsible for maintaining webpages for Boards/Committees without designated staff persons such as, but not limited to, Finance Committee, Capital Planning Committee, Energy Committee, Flag Committee, Town Properties Committee, etc.
- Responsible for creating webpages for Boards/Committees without designated staff persons assigned to the committee, and for new Boards/Committees that may be created from time to time (for example, Dog Park Committee).
- Posts News and Announcements on the website main page and on Department and Board/Committee pages as requested.
- Makes suggestions for website updates and design in order to improve the user’s experience.

### **SUPERVISION RECEIVED**

Under the administrative direction of the Board of Selectmen through the Town Administrator, the employee works to maintain the existing Town of Townsend website. The employee exercises control in the development of new webpages, as well as updating existing websites on request, and is expected to work collaboratively with the Department or Board/Committee that the webpage represents.

### **SUPERVISION EXERCISED**

The WebMaster, as a regular and continuing part of the job, is accountable for the quality and quantity of webpage content. The WebMaster may be required from time-to-time to interface with the designated Department staff member to ensure the quality of a webpage.

## **JUDGMENT AND COMPLEXITY**

Guidelines, which may be in the form of administrative or organizational policies, general principles, and common sense will be considered by the employee. Extensive judgment and ingenuity are required to develop new or adapt existing webpages.

## **NATURE AND PURPOSE OF CONTACTS**

Relationships are constantly with co-workers, the public and with department staff and Board/Committee members and/or individuals who may have definite ideas about the content of their respective webpage.

## **CONFIDENTIALITY**

Employee may have access to sensitive information in the performance of their duties.

## **EDUCATION AND EXPERIENCE**

This position requires someone with an interest and proven competence in web design and management. The WebMaster will possess a strong ability to strategize creatively & outside the box and have proven, effective communication skills & an analytical mindset. A valid Massachusetts Driver's License is required.

## **KNOWLEDGE, ABILITY, AND SKILLS**

Knowledge: Experience with a web design language; the Town website is a Drupal site.

Abilities: Ability to communicate effectively both orally and in writing; maintain good public relations and to maintain effective collaborative working relationships with Town departments, department heads, fellow employees, officials and the general public; work independently; multi-task and prioritize tasks.

Skills: Web design and management. Good problem solving and decision-making skills. Excellent organizational and analytical skills.

## **WORK ENVIRONMENT**

The work is performed in a typical office environment, and may be performed remotely after an initial in-house period to become familiar with the Town's organization.



## **PHYSICAL, MOTOR, AND VISUAL SKILLS**

### **Physical Skills**

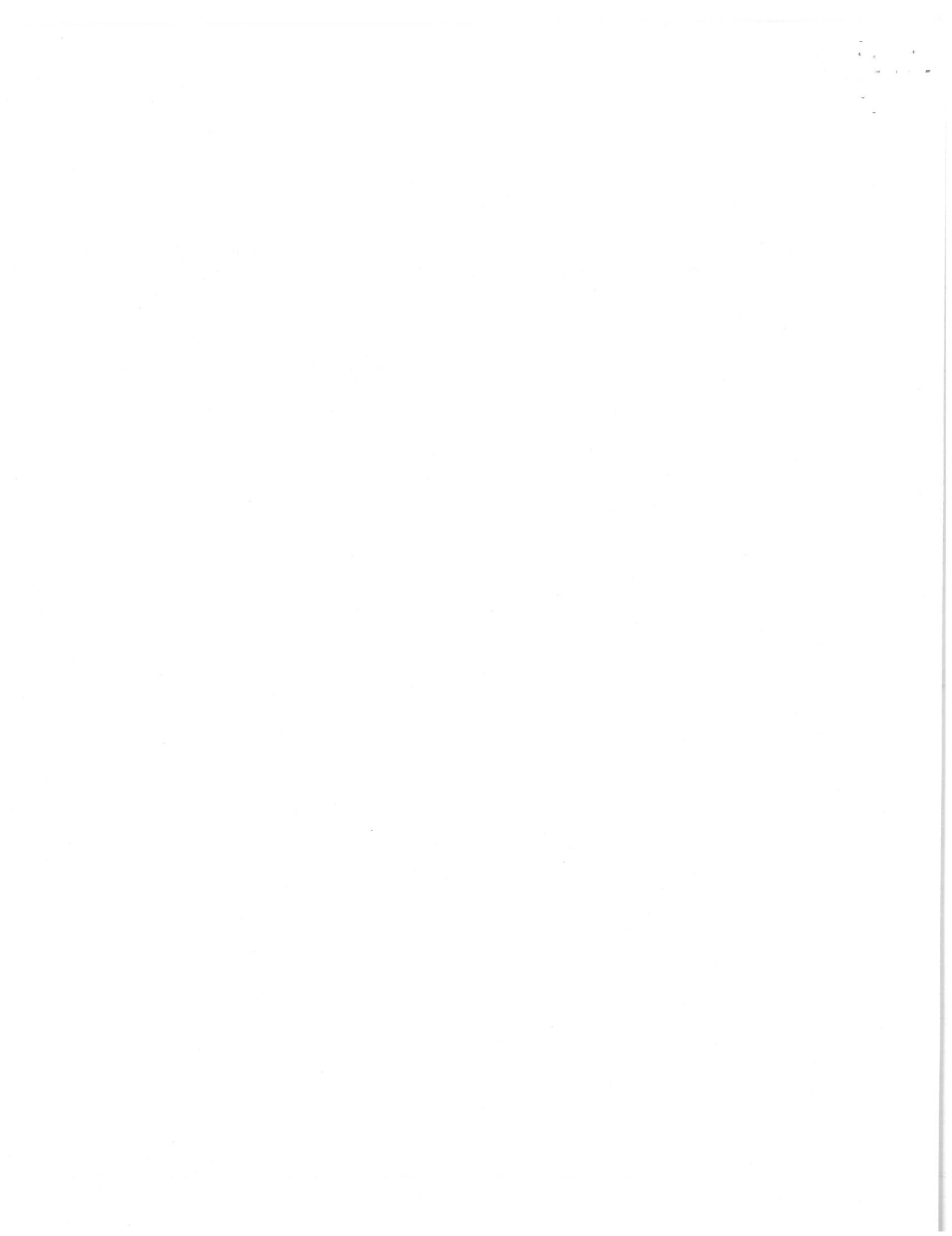
The work involves sitting, standing, walking and stooping. May be required to lift objects such as files, boxes of papers, office supplies, and office equipment weighing up to 30 pounds.

### **Motor Skills**

Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, using office equipment, including but not limited to telephones, personal computers, handheld technology, and other office equipment.

### **Visual Skills**

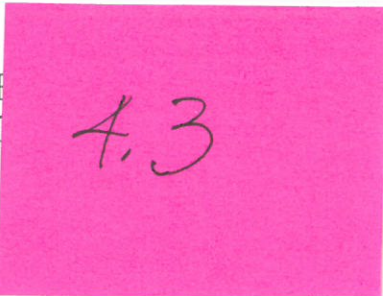
Visual demands require routinely working in front of a computer display.



COMMONWEALTH OF MASSACHUSETTS  
ALCOHOLIC BEVERAGES CONTROL  
COMMISSION

95 Fourth Street, Suite 3, Chelsea, MA 02150

**2022 Seasonal Population Increase Estimate**



City/Town:

Townsend

Date:

1-4-2022

Alcoholic Beverages Control Commission  
c/o Licensing Department  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

January 4, 2022

Date of Meeting

, estimated that the temporary increased resident population

of

Townsend

City / Town Name

, as of July 10, 2022 will be

0

Estimated Population

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

The above statements are made under the pains and penalties of perjury.

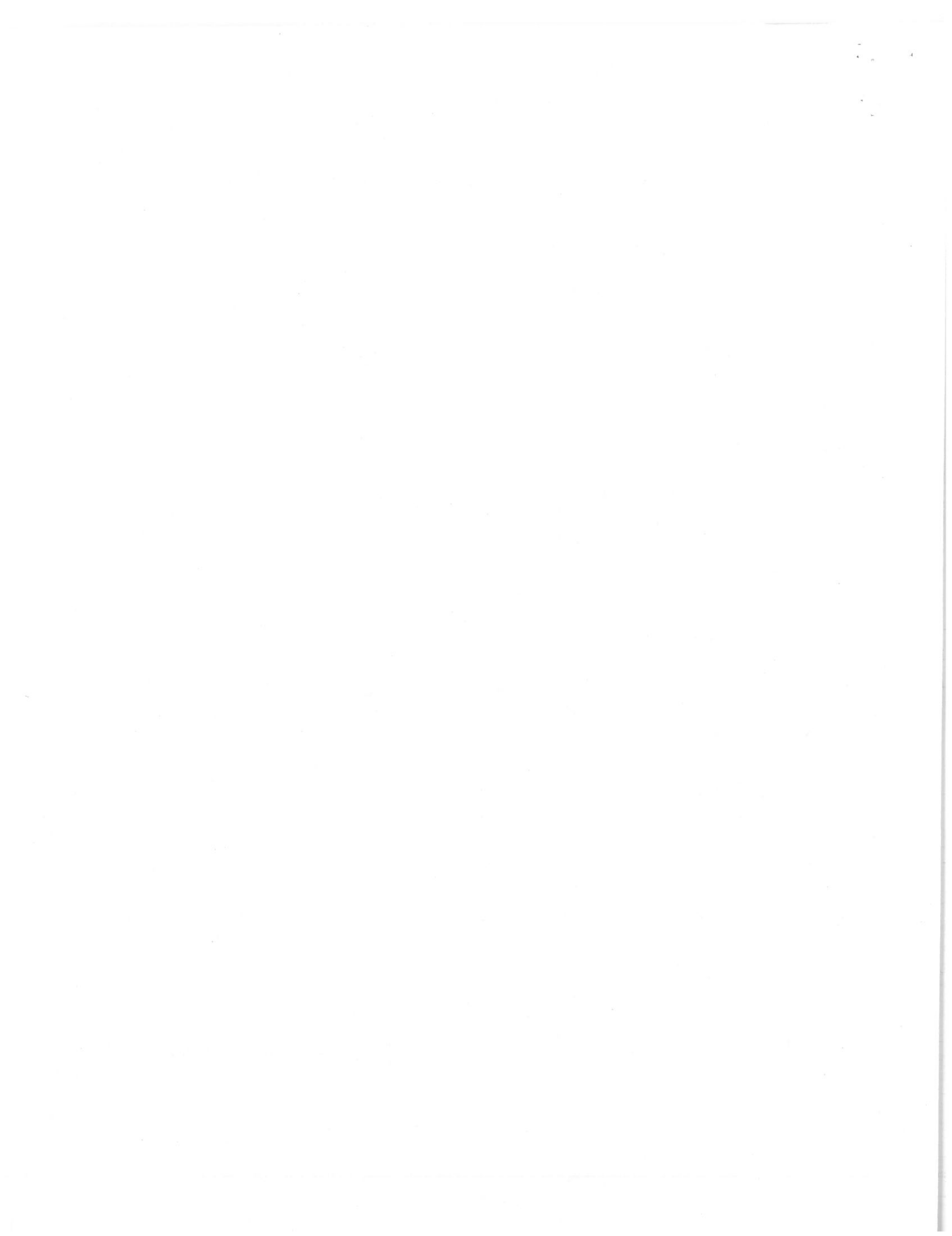
Very truly yours,  
Local Licensing Authorities

[Signature Line]

[Signature Line]

[Signature Line]

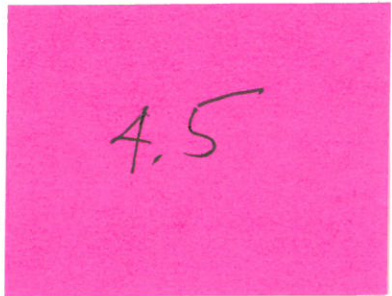
[Signature Line]





**Comcast**  
 Attn: Miguel Quintal  
 762 North Main Street  
 Leominster, MA 01453

Invoice



**INVOICE**

**Customer**

Name Town of Townsend  
 Address 272 Main St  
 City Townsend MA 01469  
 Phone \_\_\_\_\_

Date 11/5/2021  
 PO # \_\_\_\_\_  
 Rep \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Contract Labor		\$42,523.86
1	Materials		\$23,783.39
1	In-house Labor, wreck out, design and activation		\$2,600.00
1	Police Detail		\$2,819.30
	Pole application & make ready		\$22,288.44
	Installation of new node, fiber and coax to Vinton Pond area of Townsend.		

SubTotal \$94,014.99

**TOTAL** \$94,014.99

**Payment Details**

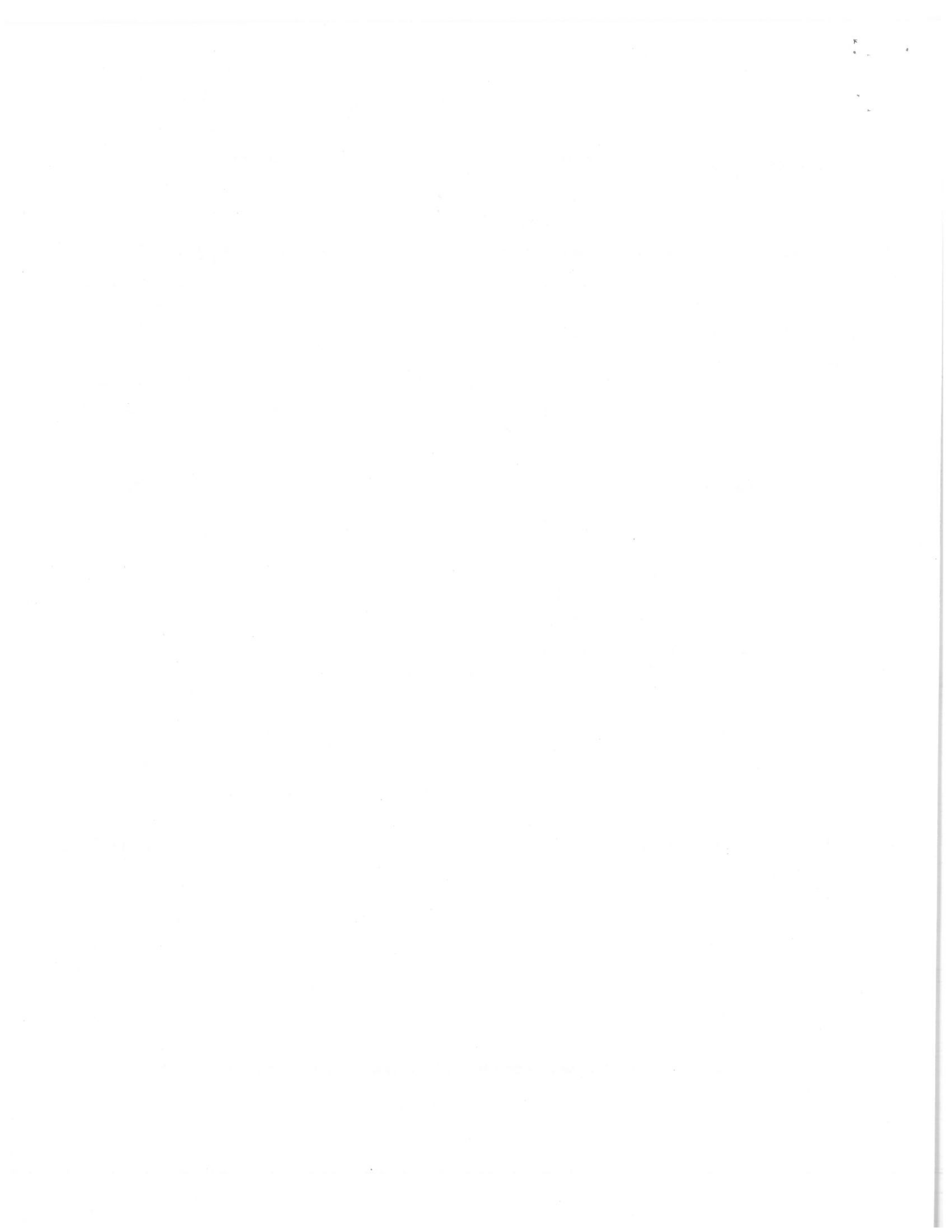
- Cash
- Check
- Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Office Use Only

Please make checks to Comcast

Thank You for Your Business





Share Copy link Download Delete Copy to Version history

1 of 3 Next > X ⓘ

**From:** Kate Feodoroff <kate@mtclawyers.com>  
**Sent on:** Tuesday, March 24, 2020 2:27:02 PM  
**To:** Franks, Gregory <Gregory\_Franks@cable.comcast.com>  
**CC:** Jim Kreidler <jkreidler@townsend.ma.us>; Stan Dillis <sdillis@ddcdg.com>; Kathy Spofford <kspofford@townsend.ma.us>; Buckley, Gerry <Gerry\_Buckley@cable.comcast.com>; Quintal, Miguel <Miguel\_Quintal@cable.comcast.com>; Kelly Jr, Timothy <Timothy\_Kelly@cable.comcast.com>  
**Subject:** [EXTERNAL] RE: Townsend, MA

Hi Greg,

The original 57K figure and the unitil buildout are for the original scope of work in Townsend... Then, we tacked on the extra on Old Turnpike. I have copied the others at Comcast who have been working with us. So, if I am understanding correctly (and perhaps Gerry can weigh in), we are looking for a total project cost of \$105,050.

Let me know if this is correct and if Comcast has an ability to reduce this number.

Kate



Katherine M. Feodoroff  
 Mead, Talerman & Costa, L.L.C  
 730 Main Street - Suite 1F - Millis, Massachusetts - 02054  
 Phone 774.993.5002  
 Mobile 508.415.1021

[kate@mtclawyers.com](mailto:kate@mtclawyers.com) · [www.mtclawyers.com](http://www.mtclawyers.com)

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If you have received the above transmittal in error, please delete the message and any attachment(s) hereto from your e-mail system and notify us immediately.

*Think before you print.* **From:** Franks, Gregory <Gregory\_Franks@comcast.com>

**Sent:** Tuesday, March 24, 2020 10:07 AM

**To:** Kate Feodoroff <kate@mtclawyers.com>

**Cc:** Jim Kreidler <jkreidler@townsend.ma.us>; Stan Dillis <sdillis@ddcdg.com>; Kathy Spofford <kspofford@townsend.ma.us>

**Subject:** RE: Townsend, MA

Old Turnpike build:

Scope: 3 homes: 108, 112 and 114. The project would bring the line in front of these three homes. A standard drop (the cable connecting the street line to the home) in Townsend is 250 feet unless we have to bore through something hard – anything beyond that is paid by the homeowner.

Cost: \$30,158. Comcast will pay \$2000/home passed. There is no make-ready in this build since it is all underground.

The make-ready number below must be related to some other project that involves Unitil poles. I am not sure what the \$57,000 figure represents, but it has nothing to do with the Old Turnpike build.

I hope this clears things up, but let me know if you need more information.

Greg

**From:** Kate Feodoroff <kate@mtclawyers.com>

**Sent:** Tuesday, March 24, 2020 9:06 AM

**To:** Franks, Gregory <Gregory\_Franks@cable.comcast.com>

**Cc:** Jim Kreidler <jkreidler@townsend.ma.us>; Stan Dillis <sdillis@ddcdg.com>; Kathy Spofford <kspofford@townsend.ma.us>

**Subject:** [EXTERNAL] RE: Townsend, MA

Hi Greg:

We have had several concerned residents approach us as the work from home orders are placed by companies and now the Governor. These folks are in need of service and thus, we are looking to finalize things despite the crisis we are currently under.

We have had several quotes for the Townsend Job and I want to be absolutely clear whether the costs of some are included in some of the previous quotes or if they compound. Please confirm from these quotes, what is included and what is not for a total cost

\$30,158 Old Turnpike Buildout from Comcast

\$17,892.08 Make Ready from Unitil

\$57,000 Original Comcast Quote

Thank you.

Kate



Katherine M. Feodoroff  
 Mead, Talerman & Costa, L.L.C  
 730 Main Street - Suite 1F - Millis, Massachusetts - 02054  
 Phone 774.993.5002  
 Mobile 508.415.1021

[kate@mtclawyers.com](mailto:kate@mtclawyers.com) · [www.mtclawyers.com](http://www.mtclawyers.com)

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If you have received the above transmittal in error, please delete the message and any attachment(s) hereto from your e-mail system and notify us immediately.

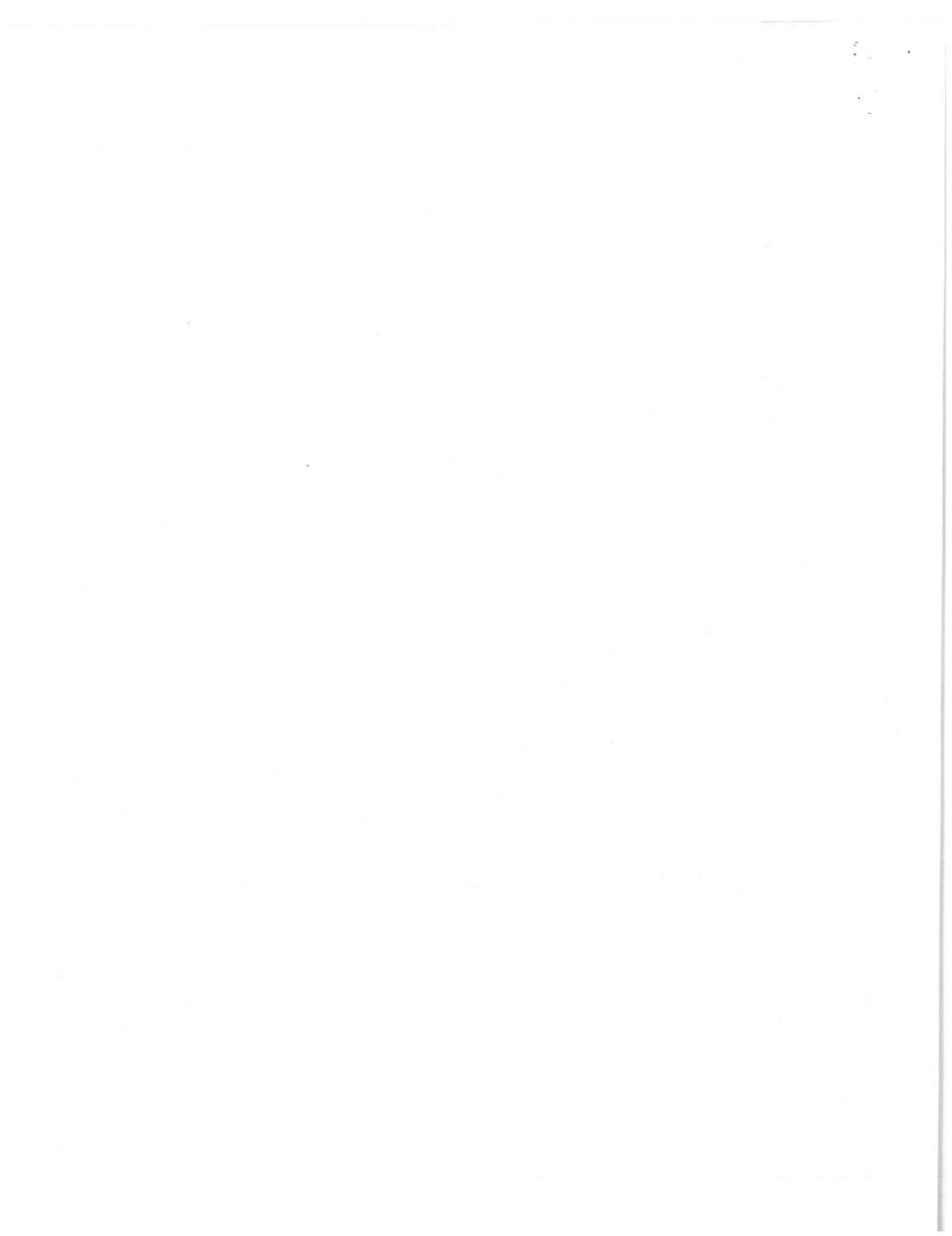
*Think before you print.* **From:** Franks, Gregory <Gregory\_Franks@comcast.com>

**Sent:** Thursday, January 9, 2020 9:25 AM

**To:** Kate Feodoroff <kate@mtclawyers.com>

**Subject:** RE: Townsend, MA

There are a number of reasons: on the last estimate we did not include #108 which is quite far from the nearest address 112 Old Turnpike: the fact that it's all UG



Share Copy link Download Delete Copy to Version history

< Previous 3 of 3

✕ ⓘ

**From:** Jim Kreidler <jkreedler@townsend.ma.us>  
**Sent on:** Tuesday, April 14, 2020 5:06:20 PM  
**To:** Franks, Gregory <Gregory\_Franks@cable.comcast.com>  
**Subject:** Re: [EXTERNAL] Re: call

Greg

Thanks for your excellent effort in this matter.

The town has funding sufficient to proceed with both projects.

What do you need of me next?

Jim

James M. Kreidler  
Town Administrator  
978.597.1701 (o)  
978.790.8785 (c)

The Secretary of State considers email from a public official to be a public document.

If you are receiving this email and are a member of a multi-member board please do not "reply all" as such an action may create an open meeting violation.

On Apr 13, 2020, at 12:48 PM, Franks, Gregory <Gregory\_Franks@comcast.com> wrote:

Hi, Jim. Based on Comcast spending \$1500 per passing here is the breakdown for both projects:

**Vinton Rd project** (37 homes passed)

Total cost : \$102,879

Comcast cost \$55,500 \$1,500 per passing

Town cost \$ 47,379 \$ 1,280 per passing

**Old Turnpike Rd** (3 homes passed)

Total Cost : \$30,157

Comcast cost \$4,500 \$1,500 per passing

Town Cost \$25,657 \$8,552 per passing

These figures include Unitol's make ready quote. If the Town can find the funds for either/both of these, I will ask our Construction group to schedule.

Free to call or email any time for any reason.

Greg

Greg Franks

Sr. Manager for Government and Regulatory Affairs

Comcast Cable

241 West Central St, Natick, MA

[Gregory\\_Franks@cable.comcast.com](mailto:Gregory_Franks@cable.comcast.com)

Office phone: 508.647.1418

Mobile phone : [617.862.8437](tel:617.862.8437)

**From:** Jim Kreidler <jkreedler@townsend.ma.us>  
**Sent:** Tuesday, March 31, 2020 11:34 PM  
**To:** Franks, Gregory <Gregory\_Franks@cable.comcast.com>  
**Subject:** [EXTERNAL] Re: call

I appreciate it.

Thank you.

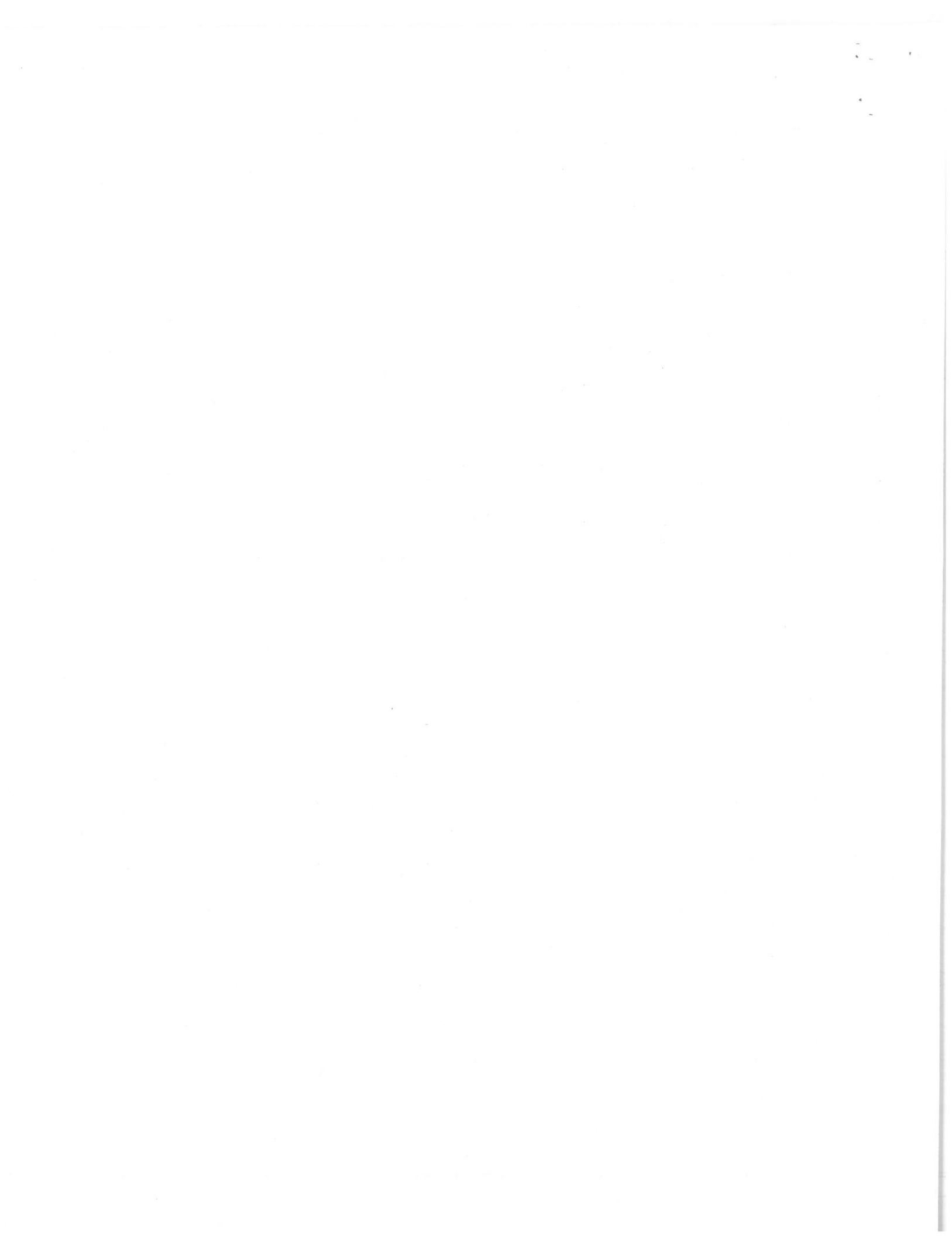
Jim

James M. Kreidler  
Town Administrator  
978.597.1701 (o)  
978.790.8785 (c)

The Secretary of State considers email from a public official to be a public document.

If you are receiving this email and are a member of a multi-member board please do not "reply all" as such an action may create an open meeting violation.

On Mar 31, 2020, at 10:39 PM, Franks, Gregory <Gregory\_Franks@comcast.com> wrote:

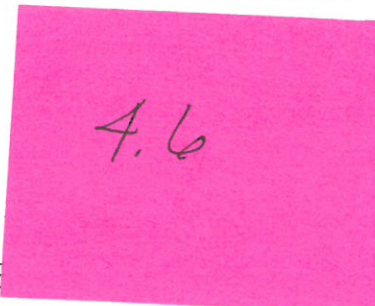




Ross Perry  
Interim Town Administrator

OFFICE OF THE  
SE

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

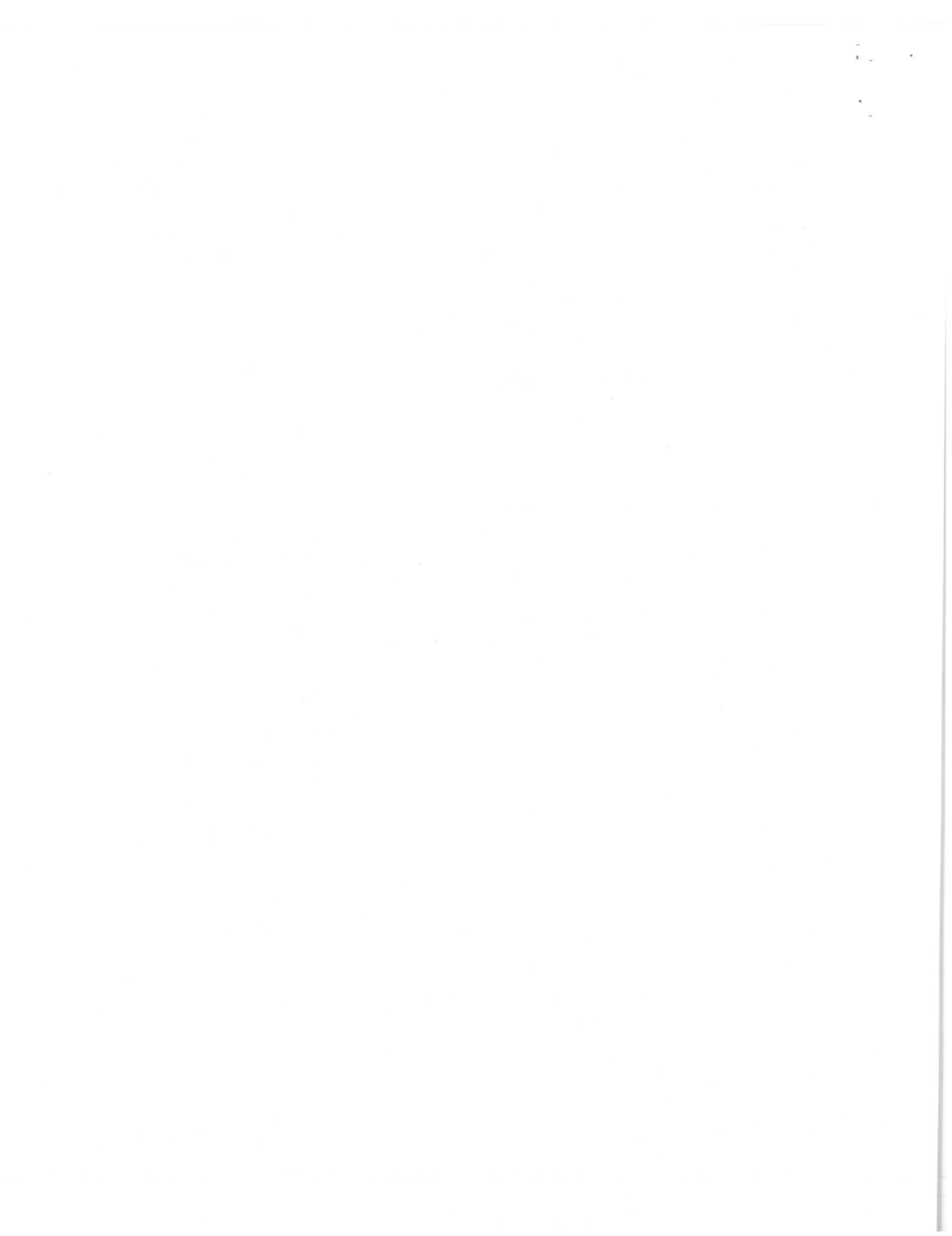


**MEMORANDUM**

TO: All Elected/Appointed Officials, Department Heads, & Employees  
FROM: Board of Selectmen  
DATE: January 5, 2022  
RE: Holidays: 2022

<b>HOLIDAY</b>	<b>DATE</b>	<b>EMPLOYEE OBSERVED</b>
New Year's Day 2022	<i>January 1st</i>	Friday, December 31, 2022
Martin Luther King, Jr.	<i>January 17th</i>	Monday, January 17, 2022
President's Day	<i>February 21st</i>	Monday, February 21, 2022
Patriot's Day	<i>April 18th</i>	Monday, April 18, 2022
Memorial Day	<i>May 30th</i>	Monday, May 30th, 2022
Juneteenth	<i>June 19<sup>th</sup></i>	Monday, June 20, 2022
Independence Day – July 4th	<i>July 4<sup>th</sup></i>	Monday, July 4, 2022
Labor Day	<i>September 5th</i>	Monday, September 5, 2022
Columbus Day	<i>October 10th</i>	Monday, October 10, 2022
Veteran's Day	<i>November 11th</i>	Friday, November 11, 2022
Thanksgiving Day	<i>November 24th</i>	Thursday, November 24, 2022
Christmas Day	<i>December 25th</i>	Monday, December 26, 2022

*Any Saturday holiday will be observed on the prior Friday; any Sunday holiday will be observed on the Monday following unless otherwise noted.*



## Town of Townsend Payroll Audit: MEGA

Kim Hughes <khughes@ccmsi.com>

Fri 12/10/2021 2:13 PM

To: Carolyn Smart <csmart@townsendma.gov>; Veronica Kell <vkell@townsendma.gov>

Cc: Bruce Haman <bhaman@verizon.net>

📎 1 attachments (680 KB)

20-21 Townsend Town of Payroll Audit.pdf;

Dear Member:

Thank you for your cooperation during your recent Workers' Compensation Payroll Audit. Enclosed are your 2020-2021 MEGA audit and the payroll calculations from Nielsen Inc.

The audit reflects the payroll information that you provided the auditor for the 2020-2021 policy year.

**Your audit has resulted in a refund to you.**

In order for us to process your refund, the attached form must be completed and either faxed to 781-246-3425, or emailed to [jmerrill@ccmsi.com](mailto:jmerrill@ccmsi.com).

If you have any questions or concerns, please contact us.

Thank you,

**Kim Hughes**

Customer Service Representativel MEGA

55 Walkers Brook Drive, Suite 402

Reading, MA 01867

**Phone:** 781.683.1151

**Fax:** 217.477.3062

[www.megawcgroup.com](http://www.megawcgroup.com)

[www.ccmsi.com](http://www.ccmsi.com)



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My Office Hours 8:00 am – 4:00 pm

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**BOARD OF SELECTMEN'S OFFICE**  
272 Main Street, Townsend, MA  
(978) 597-1701 [selectmen@townsendma.gov](mailto:selectmen@townsendma.gov)

Ross Perry  
Interim Town Administrator

Town Administrator Update 1-4-22

Contracts:

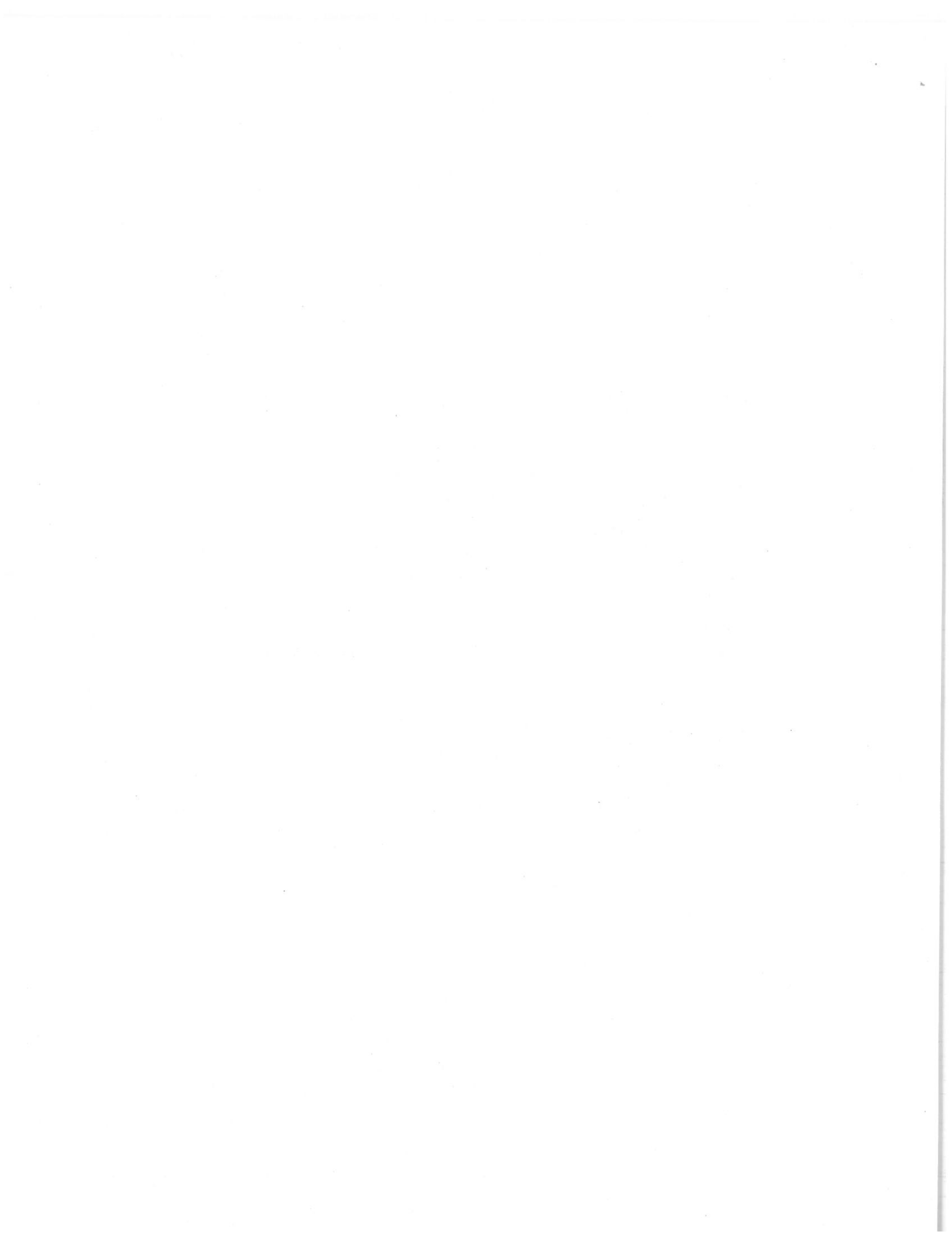
- The Water Department would like the Board to sign a contract with Tighe & Bond for a water rate evaluation project, for \$9,800.
- Sterilite, as everyone knows has contributed significant funds for the expansion of the Senior Center. They'd like the Town to sign a letter acknowledging the direct payment to the contractors the amount of \$1,288,095.50. Is the Board OK with me signing this letter?
- I've asked Payroll Dept to pay the Police Department their retro pay. The amount is covered by the warrant article that reserved these funds at the last ATM

FY 23 Budgets and Capital Requests:

- A few departments have submitted their requests
- Hopefully, the rest will be received on Monday 1/10
- I will enter them into the omnibus spreadsheet and a 5 year capital plan and have budget books ready for the Fin Com, Capital Planning Committee, and Select Board in a couple weeks.
- Any department, board or committee without an FY 23 submission will be level funded until a new budget is received.

Personnel:

- Melissa Dunnet started Monday as Treasurer Collector. Many thanks to Rebecca and Anthony for picking this work for the last few months and maybe another month while Melissa ramps up.
- Vinny DeSalvo started on Monday as the new Grant Administrator. He will be working 15 hours per week. One of his many tasks will be to track and



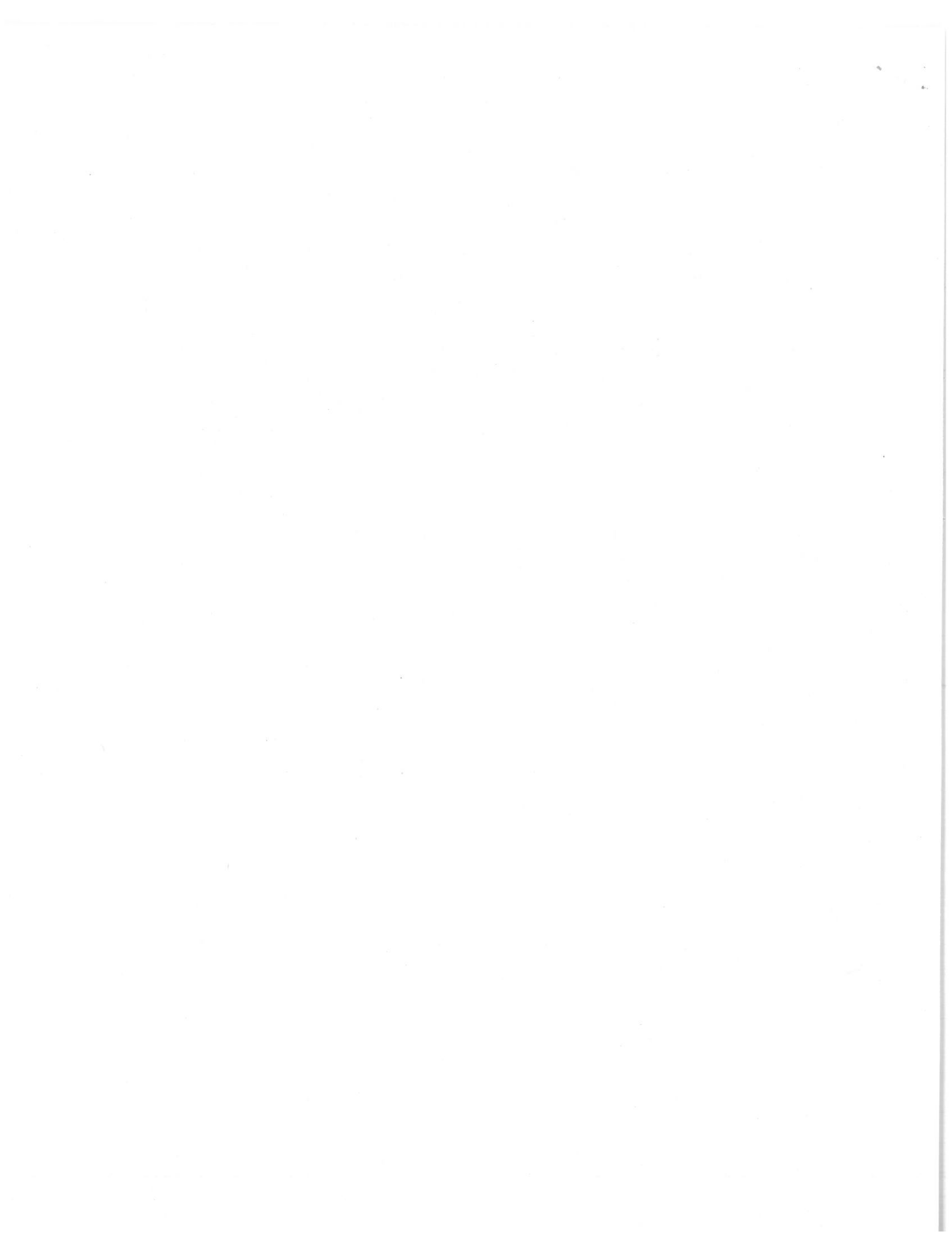
report on all grants received by the Town. Please send information on all grants, past present and pending.

Misc.

- If the Board plans to have in-person meetings going forward, I recommend the agenda state “the Official meeting location is the BoS Chambers. Zoom information is provided for the convenience of the public”. Then if the Zoom link fails, the meeting is still valid.
- To expedite the signing of warrants and contracts, is the Board interested in allowing stamps of their signatures to be used? The individual member will be notified by email and should respond with ‘yes’ before any such use.
- One inquiry received this week about availability of cannabis retail licenses.

Respectfully submitted:

Ross Perry  
Interim Town Administrator



Tighe

5.1

29-0354-P013  
September 24, 2021

Mr. David Vigeant, Superintendent  
Water Department  
540 Main Street  
West Townsend, MA 01474

Re: **Proposal for Engineering Services  
Water Rate Evaluation**

Dear Mr. Vigeant:

As requested, Tighe & Bond has prepared this scope and approach for a water rate evaluation.

### **Project Approach**

Townsend, like many communities is facing a significant increase in expenses associated with a new PFAS treatment facility. The estimated cost of debt and additional labor for the new PFAS facility is over \$560,000 per year. Including an additional \$60,000 for Cost of Living Adjustments (COLA) brings the total increase to \$620,000 per year, which represents a **60% increase** over the FY22 Budget. This does not include other capital needs or cost increases.

In order to meet this future increase in expenses the Town must raise its water rates. Under the current rate structure, all customers pay the same base charge and a flat volumetric usage rate regardless of user type (i.e. residential versus commercial). This rate structure does not reflect the 'readiness to serve' concept, which is based upon the fact that water systems are designed around peak demands and that a customer's potential impact on a water system is directly dependent on their meter size. Additionally, a flat usage fee does not encourage water conservation. We will work with you to develop rate structures that meet your revenue needs and reflect the makeup of your customer base.

Tighe & Bond has developed a robust and highly customizable spreadsheet-based rate model that we have successfully used to assist many communities in similar situations. Our model combines operational, financial, and customer impact data in a holistic fashion and is designed to support the challenges and scenarios that Townsend is facing. This tool will be used to develop a long-term financial plan (5 or 10 years based upon your preference) based upon a combination of historic data analysis, projected water usage, and capital improvements. The model can evaluate three different rate alternatives simultaneously, including customer impact analysis to support data driven, informed decision making.

### **Scope of Services**

The proposed scope of services includes the following tasks and deliverables:

- 1. Kickoff Meeting** - At this meeting we will review our scope and approach as well as alternative rate structures to be considered.
- 2. Develop Electronic Rate Model** - Tighe & Bond will develop a customized spreadsheet-based rate model which incorporates the following information:



**a. Water Usage** - Billed usage is the primary source of revenue; thus, projecting future usage is one of the most important aspects of this evaluation. Using the last five years of historical data, we will identify trends and project usage for the next ten years.

**b. Revenue and Expenses**

**i. Expenses** - Expenses consist of operating and capital costs.

1. Operating expenses will be based upon a review of the last five years of budget to actual reports and projected increases. We will review each line item for trends, develop a suggested value and escalation factor, and compare this to the most recent budget data.
2. Capital expenses consist of existing and future capital expenditures. This module is designed to facilitate capital planning. Inputs include funding source (debt or reserve funded), implementation year, and cost year. Costs can be spread over a user defined period. Capital costs can be sorted by type (engineering, construction, vehicles, etc.) and by category (distribution or collection system, treatment, etc.) to fully understand the source of future costs.

**ii. Revenue** - Revenue consists of rate revenue (from customer bill payments) and non-rate revenue (all other sources). Non-rate revenue will be projected based upon review and discussion of historical data.

Rate revenue will be calculated based upon the usage projections under existing and proposed rate structures. The calculated revenue under the current rate structure will be compared to the last two years of commitments to determine model accuracy and calibrate if necessary. Calculated revenue will be adjusted to projected receipts using factors for collection ratios and projected lien revenue for future years.

**c. Rate Design** - Based upon our understanding and experience, we propose analyzing the existing rate structure and two incremental modifications. Future rates will be developed for each alternative in order to meet the revenue requirements including a target reserve balance. A proforma will be developed for each alternative that shows the revenue, expenses and reserve balance over the next two 5-10 years. Annual customer costs will be developed for all three alternatives. The three alternative rate structures consist of:

1. **Existing Rate Structure**: This analysis consists of applying across the board percent increases to each component of the existing rate structure.
2. **Flat usage rate with increasing base charges**. Using base charges that increase based upon the customer's meter size will increase the proportion of fixed revenue and helps shift costs to larger users.
3. **Increasing base charges with tiered usage rates**. Tiered water rate design consists of defining both the incremental volume and price of each tier. We will base proposed tier volumes on historic water usage patterns for residential customers.



- d. Rate Evaluation and Affordability.** Annual Customer costs for a typical residential customer and the top five non-residential users will be developed for each rate alternative to evaluate impacts. The residential indicator and Household Burden Indicator, the two most common affordability indicators for water costs, will be developed for each alternative as well.
- 3. Meetings** - In addition to the kickoff meeting, we will facilitate the following meetings.  
Note: All meetings will be conducted electronically:
- a. Data Validation Meeting** - This meeting will focus on reviewing the initial findings and structure of the financial model and review of rate impacts for each of the scenarios. The working session component is designed to get Townsend's input on variables such as capital cost fee alternatives, tier settings, and direction on desired approach. We suggest Townsend's financial staff and key decision makers attend this meeting.
  - b. Stakeholder Meeting** - We have included participating in one working session with Townsend decision makers to facilitate discussions and address concerns.
- 4. Public Meeting** - Present rate study findings to the public at a future water commissioners meeting.
- 5. Deliverables** - Technical memo documenting process, electronic financial model and presentation to Water Commissioners.

## Schedule

Tighe & Bond will hold the data validation meeting within 6 weeks from receipt of data. The final report and model will be developed within 3 weeks of the public meeting.

## Assumptions

Our fee is based upon the assumption that all data will be provided in a tabular, electronic format readily usable in Microsoft Excel and is reasonably consistent and accurate. Tighe & Bond reserves the right to modify our approach and scope in the event that data does not meet this standard.

## Fee

Tighe & Bond will perform these services for a lump sum fee of \$9,800, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The included schedule and fees are based on the above scope of work and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control.

We look forward to continuing to support the Water Department, if you have any questions please don't hesitate to contact us.

Very truly yours,

**TIGHE & BOND, INC.**



Thomas J. Mahanna, PE  
Vice President



Louis A. Soracco, PE  
Senior Project Manager

Enclosure: Terms and Conditions

**Acceptance:**

On behalf of the Town of Townsend, the scope, fee, and terms of this proposal are hereby accepted.

  
Authorized Representative

6 OCT 2021  
Date

**Board of Selectmen:**

\_\_\_\_\_  
Veronica Kell, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph Shank, Vice Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charles Section-Diranian, Clerk

\_\_\_\_\_  
Date



**"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "CONSULTANT"; "PROJECT" is defined in the accompanying proposal letter**

#### **1. SCHEDULE OF PAYMENTS**

**1.1** Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

**1.2** In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

**1.3** Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

**1.4** If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

#### **2. SUCCESSORS AND ASSIGNS**

**2.1** CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

**2.2** This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

**2.3** Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

#### **3. STANDARD OF CARE**

**3.1** In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

#### **4. TERMINATION**

**4.1** This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

#### **5. RECORD RETENTION**

**5.1** CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

**5.2** Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

#### **6. OWNERSHIP OF DOCUMENTS**

**6.1** All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

**6.2** Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

**6.3** Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

**6.4** Electronic Data Bases - In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

## **7. INSURANCE**

**7.1** CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

**7.2** Risk Allocation - To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**7.3** Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

**7.4** CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

## **8. DISPUTE RESOLUTION**

**8.1** In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

## **9. SITE ACCESS**

**9.1** Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

**9.2** Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

## **10. OIL AND HAZARDOUS MATERIALS**

**10.1** If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

**10.2** The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

## **11. SITE INVESTIGATIONS**

**11.1** In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

**11.2** CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide



information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exists nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

**11.3** By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

## **12. FEDERAL AND STATE REGULATORY AGENCY AUDITS**

**12.1** For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

## **13. CLIENT'S RESPONSIBILITIES**

**13.1** Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

**13.2** CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT

deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

## **14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES**

**14.1** CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

## **15. CONSTRUCTION PHASE PROVISIONS**

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

**15.1** CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

**15.2** Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

**15.3** On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

**15.4** Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that

continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

**15.5 Record Drawings** - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

#### **16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES**

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

**16.1** It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

**16.2** In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

#### **17. SCHEDULE**

**17.1** The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

**17.2** The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size

of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

#### **18. MISCELLANEOUS TERMS**

**18.1 GOVERNING LAW** - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

**18.2 LENDERS' REQUIREMENTS**- The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

**18.3 CORPORATE PROTECTION** - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

**18.4 TITLES** - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

**18.5** Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

# MEGA

MASSACHUSETTS EDUCATION  
& GOVERNMENT ASSOCIATION

**Specializing in Workers' Compensation Insurance**

December 10, 2021

Dear Member:

Thank you for your cooperation during your recent Workers' Compensation Payroll Audit. Enclosed are your 2020-2021 MEGA audit and the payroll calculations from Nielsen Inc.

The audit reflects the payroll information that you provided the auditor for the 2020-2021 policy year.  
**Your audit has resulted in a refund to you.**

In order for us to process your refund, the attached form must be completed and either faxed to 781-246-3425, or emailed to [jmerrill@ccmsi.com](mailto:jmerrill@ccmsi.com).

If you have any questions or concerns, please contact us.

Sincerely,

**Owen McHugh**

Owen McHugh  
Account Manager  
781-683-1083  
[megaexecutivedirector@ccmsi.com](mailto:megaexecutivedirector@ccmsi.com)





MASSACHUSETTS EDUCATION & GOVERNMENT ASSOCIATION

Specializing in Workers' Compensation Insurance

## 2020-2021 Workers' Compensation Payroll

### Audit Your audit resulted in a refund due to you.

Listed below are the two options for receiving your refund.

1. Please issue a check for the refund, or

2. Please apply the refund to my outstanding premium. *(If there is a credit balance after the refund has been applied, a check will be issued for the amount of the credit.)*

To receive your refund, please choose one of the options listed, **sign** and return this form to us. The form can be faxed to 781-246-3425 or emailed to [jmerrill@ccmsi.com](mailto:jmerrill@ccmsi.com)

Once received, we will process your refund as quickly as possible.

Member Name: \_\_\_\_\_  
Please Print Entity Name

Authorized Representative: \_\_\_\_\_  
Please Print Name

Authorized Representative: \_\_\_\_\_  
Please Sign Name

*Note: A refund check will only be issued to you if your account is paid in full. If your account shows any outstanding monies due to MEGA, the credit will be applied to that outstanding balance.*

# MEGA

MASSACHUSETTS EDUCATION  
& GOVERNMENT ASSOCIATION

FID # 04-3287895

**Bill to:**  
Townsend, Town of  
E. Bruce Haman, Jr.  
11 Saunders Road  
West Townsend, MA 01474

**Invoice Number:** 2100490-IN

**Invoice Date:** 12/10/2021

**Customer Number:** 04-X340480

**Terms:** Net 30 Days

Description	Policy Period/Number	Invoice Amount
Audit	WC Payroll Audit 07/01/2020 - 06/30/2021	\$1,580.00-

Please Make check payable to: MEGA Property & Casualty Group, Inc.

Forward to: CCMSI  
55 Walkers Brook Drive,  
4th Floor, Suite 402  
Reading, MA 01867

Net Invoice:                      \$1,580.00-  
                     **\$1,580.00-**

55 Walkers Brook Drive, 4th Floor, Suite 402  
Reading, Massachusetts 01867  
Telephone (781) 683 - 1000 (800) 552 - 1150 Fax (781) 246 - 3425  
[www.megawcgroup.com](http://www.megawcgroup.com)

<b>Policy</b> WCX34048000	<b>Carrier</b> CCMSI-MEGA	<b>Auditor</b> Lee Seymourian	<b>Policy Period</b> 07/01/20 to 07/01/21
<b>Serial #</b>	<b>Insured</b> TOWNSEND TOWN OF	<b>Date</b> 11/15/21	<b>Audit Period</b> 07/01/20 to 07/01/21
<b>Policy Type:</b> Workers Compensation	<b>Insured Location:</b> 272 MAIN ST	<b>Source of Data</b>	<b>Subcontractors</b>
<b>Audit Type:</b> Annual	TOWNSEND, MA 01469	<input checked="" type="checkbox"/> Payroll Book	<input type="checkbox"/> Has Subcontractors
<b>Audit Source:</b> Physical	<b>Insured Phone:</b> 978-597-1700	<input type="checkbox"/> Cash Book	<b>Condition</b>
<b>Legal Entity:</b> Public Entity	<b>Audit Location:</b> 272 MAIN ST	<input checked="" type="checkbox"/> Check Book	<input checked="" type="checkbox"/> Good
<b>Federal ID#:</b> 04-6001326	<b>Audit Phone:</b> 978-597-1700	<input type="checkbox"/> Gen'l Ledger	<input type="checkbox"/> Fair
<b>Ins. Name 2:</b>	<b>Audit Contact:</b> CAROLYN SMART, EXECUTIVE	<input type="checkbox"/> Gen'l Journal	<input type="checkbox"/> Poor
<b>Web Site:</b>		<b>Verification</b>	<b>Time Charges</b>
		<input checked="" type="checkbox"/> S/S Returns	<b>Travel:</b>
		<input checked="" type="checkbox"/> U/C Returns	<b>Direct:</b> 8
		<input type="checkbox"/> Income Tax	<b>Write-up:</b>
		<input type="checkbox"/> Financial State.	

**DESCRIPTION OF OPERATIONS**

THE TOWN OF TOWNSEND IS A PUBLIC ENTITY WITH AROUND 171 EMPLOYEES.  
 THE HIGHWAY DEPARTMENT IS IN CHARGE OF MAINTAINING ROADS, SNOW AND ICE REMOVAL, AND REPAVING. CODE 5509.

THE TRANSFER STATION ATTENDANTS ARE CLASSIFIED AS CODE 5509

THE WATERWORKS OPERATION PRODUCES SAFE WATER APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION. WATER IS RECEIVED FROM WELLS. IT IS THEN PROCESSED AND CLEANED AND PUT INTO THE TOWNS DRINKING WATER. CODE 7520.

THE DRIVERS FOR THE COUNCIL OF AGING ASSIST ELDERLY PEOPLE AROUND THE TOWN AND TO APPOINTMENTS. CODE 7380.

THE PARKS AND RECREATION DEPARTMENT MAINTAIN THE PARKS AND PROVIDE SUMMER PROGRAMS FOR FAMILIES AND THEIR CHILDREN. CODE 9102

THE CEMETERY STAFF OVERSEES THE TOWNS PUBLIC CEMETERY. CODE 9220

MUNICIPAL EMPLOYEES INCLUDE BUILDING INSPECTORS SUCH AS ELECTRICAL, PLUMBING, AND CONSTRUCTION INSPECTORS. CODE 9410 THE ASSESSORS AND PROPERTY TAX EVALUATORS ARE ALSO CLASSIFIED UNDER THE CODE 9410.

THERE IS A MAINTENANCE DEPARTMENT THAT CLEANS THE TOWN BUILDINGS. THEY ALSO WORK AT GENERAL REPAIRS, AND JANITORIAL SERVICES. CODE 9015

INSURED'S CLERICAL STAFF INCLUDES TOWN ACCOUNTANTS, ADMINISTRATORS, SECRETARIES, CLERKS, DISPATCHERS, TAX COLLECTORS, PLANNING BOARD, AND THE FINANCIAL DEPARTMENT. CODE 8810

THEY SEPARATED THE POLICE CLERICAL, HIGHWAY CLERICAL, WATER CLERICAL, AND CEMETERY CLERICAL. CODE 8810

THE FIRE DEPARTMENT DOES NOT HAVE A CLERICAL EMPLOYEE

LIBRARY EMPLOYEES ARE CLASSIFIED AS 8810

THE POLICE AND FIRE DEPARTMENT ARE EXCLUDED. THEY ARE COVERED UNDER THE STATE. ( EXCL )

INSURED SUBCONTRACTORS ARE USED AS NEEDED FOR MAJOR TOWN CONSTRUCTION PROJECTS, ROAD WORK, AND SNOW PLOWING.

THE SCHOOL DEPARTMENT IS UNDER NORTH MIDDLESEX SCHOOL. IT COVERS THE TOWNS OF ASHBY, PEPPERILL, AND TOWNSEND.

EXIT INTERVIEW WITH CAROLYN SMART WHO AGREED WITH THE AUDIT FIGURES.

**Nielsen Inc**

<b>Policy</b>	WCX34048000	<b>Carrier</b>	CCMSI-MEGA	<b>Auditor</b>	Lee Seymourian	<b>Policy Period</b>	07/01/20 to 07/01/21
<b>Serial #</b>		<b>Insured</b>	TOWNSEND TOWN OF	<b>Date</b>	11/15/21	<b>Audit Period</b>	07/01/20 to 07/01/21
<b>EMPLOYEE COUNT</b>							
CODE 5509-7							
CODE 7370-0							
CODE 7380-3							
CODE 7520-5							
CODE 8810-31							
CODE 8831-1							
CODE 9015-3							
CODE 9102-10							
CODE 9220-7							
CODE 9410-10							
FIRE-73							
POLICE-41							
TOTAL-191							
120 FT							
71 PT							
TOTAL 191							

### AUDIT SUMMARY

CLASSIFICATION	CODE	EXPOSURE	
<b>PAYROLL EXPOSURE</b>			
<b>TOWNSEND TOWN OF - MA - 07/01/20 to 07/01/21 - Townsend</b>			
Street & Road Transfer station	5509	364,116	4,688,693
Transfer Station	5509	6,132	(2,444,846)
Drivers	7380	38,450	
Waterworks	7520	264,462	
Clerical - Cemetary	8810	7,225	
Clerical - Inspection	8810	76,165	
Clerical - Water	8810	27,829	
Clerical office employees	8810	913,386	
Clerical-Police	8810	51,499	
Clerical-Water	8810	44,430	
Kennels - boarding and breeding - dog and cat	8831	19,304	
Buildings - operation by owner	9015	102,734	
Park noc - all employees	9102	57,964	
Cemetary operation	9220	129,743	
Municipal/township/county/state employees	9410	140,408	
<b>TOTAL</b>		<b>2,243,847</b>	<b>2,243,847</b>

### VERIFICATION SUMMARY

Worksheet 1	4,688,693
Less Adjustments	(2,444,846)
<b>TOTAL</b>	<b>2,243,847</b>

Nielsen Inc

**Worksheet 1 Figures**

Code	Name	07/01/20-07/01/21	GROSS	Overtime	DbI Overtime
<b>TOWNSEND TOWN OF - MA - Townsend</b>					
5509	ATTENDANTS	6132	6132	0	0
5509	HIGHWAY DEPARTMEN	365901	365901	3655	1134
7380	DONNA HOWARD	32851	32851	0	0
7380	PETER BUXTON	4112	4112	0	0
7380	STEVE BOURDON	1487	1487	0	0
7520	ALL WATERWORKS DE	272863	272863	25203	0
8810	ALL CLERICAL LIBRAR	286607	286607	0	0
8810	ALL COUNCIL ON AGIN	122538	122538	0	0
8810	ALL TOWN HALL EMPL	504241	504241	0	0
8810	BRENDA BOUDREAU	44430	44430	0	0
8810	JANET C LEAVITT	35403	35403	0	0
8810	JODI DESCHENES	40762	40762	0	0
8810	KIMBERLY S CLARK	21679	21679	0	0
8810	MARCIE FURLONG	29820	29820	0	0
8810	MISTIE F DEMAZURE	27829	27829	0	0
8810	PAMELA HAWAN	7225	7225	0	0
8831	MARY LETOURNEAU	19304	19304	0	0
9015	ALL BUILDING MAINT	103228	103228	1482	0
9102	ALL PARK EMPLOYEES	58165	58165	603	0
9220	ALL CEMETARY & PAR	129865	129865	365	0
9410	ALL MUNICIPAL EMPL	83987	83987	0	0
9410	VICTORIA TIDMAN	56421	56421	0	0
excl	SHIRLEY C COIT	6233	6233	0	0
fire	FIRE	1041699	1041699	0	0
police	POLICE	1385911	1385911	0	0
<b>SUBTOTAL</b>		<b>4688693</b>	<b>4688693</b>	<b>31308</b>	<b>1134</b>
<b>GRAND TOTAL</b>		<b>4688693</b>	<b>4688693</b>	<b>31308</b>	<b>1134</b>

**Worksheet 1 Detail**

Name	Code	Exact Duties/Notes	Gross
ATTENDANTS	5509	TRANSFER STATION ATTENDANTS	6132
HIGHWAY DEPARTMENT	5509	STREETS AND ROADS HIGHWAY	365901
DONNA HOWARD	7380	COUNCIL ON AGING DRIVER	32851
PETER BUXTON	7380	COUNCIL ON AGING DRIVER	4112
STEVE BOURDON	7380	COUNCIL ON AGING DRIVER	1487
ALL WATERWORKS DEPT	7520	WATER DEPARTMENT	272863

Nielsen Inc

Policy	WCX34048000	Carrier	CCMSI-MEGA	Auditor	Lee Seymourian	Policy Period	07/01/20 to 07/01/21
Serial #		Insured	TOWNSEND TOWN OF	Date	11/15/21	Audit Period	07/01/20 to 07/01/21
<b>Worksheet 1 Detail</b>							
Name	Code	Exact Duties/Notes			Gross		
ALL CLERICAL LIBRARY	8810	CLERICAL LIBRARY			286607		
ALL COUNCIL ON AGING	8810	CLERICAL COUNCIL ON AGING			122538		
ALL TOWN HALL EMPLOYE	8810	CLERICAL TOWN HALL			504241		
BRENDA BOUDREAU	8810	CLERICAL WATER DEPARTMENT			44430		
JANET C LEAVITT	8810	CLERICAL INSPECTORS			35403		
JODI DESCHENES	8810	CLERICAL INSPECTORS			40762		
KIMBERLY S CLARK	8810	CLERICAL POLICE			21679		
MARCIE FURLONG	8810	CLERICAL POLICE			29820		
MISTIE F DEMAZURE	8810	CLERICAL WATER DEPARTMENT			27829		
PAMELA HAMAN	8810	CLERICAL CEMETARY			7225		
MARY LETOURNEAU	8831	LOST ANIMAL CONTROL, HELPS FIND STRAY ANIMALS			19304		
ALL BUILDING MAINTENAN	9015	TOWN BUILDINGS MAINTENANCE			103228		
ALL PARK EMPLOYEES	9102	SUMMER RECREATION COUNSELORS			58165		
ALL CEMETARY & PARK EM	9220	CEMETARY AND PARK MAINTENANCE			129865		
ALL MUNICIPIAL EMPLOYEE	9410	BUILDING INSPECTORS-PROPERTY TAX EVALUATION			83987		
VICTORIA TIDMAN	9410	CHIEF ASSESSOR			56421		
SHIRLEY C COIT	excl	EMERGENCY DIRECTOR-APPLIES FOR GRANTS			6233		
FIRE	fire	FIRE FIGHTERS			1041699		
POLICE	police	POLICE FORCE			1385911		

<b>Worksheet 1 Verification</b>				
3rd Quarter '20	4th Quarter '20	1st Quarter '21	2nd Quarter '21	TOTAL
1258022	1258232	1040089	1132350	4688693

<b>Worksheet 1 Recap for TOWNSEND TOWN OF - MA - 07/01/20 to 07/01/21 - Townsend</b>											
Recap	TOTAL	5509	5509	7380	7520	8810	8810	8810	8810	8810	9015
Gross Payroll	4688693	365901	6132	38450	272863	7225	76165	27829	913386	51499	19304
Less Overtime	(10436)	(1218)				(8401)					
Less Dbl Overtime	(567)	(567)									(494)
Less excl	(6233)										
Less fire	(1041699)										
Less police	(1385911)										
<b>TOTAL</b>	<b>2243847</b>	<b>364116</b>	<b>6132</b>	<b>38450</b>	<b>264462</b>	<b>7225</b>	<b>76165</b>	<b>27829</b>	<b>913386</b>	<b>51499</b>	<b>19304</b>

<b>Worksheet 1 Recap for TOWNSEND TOWN OF - MA - 07/01/20 to 07/01/21 - Townsend</b>				
Recap	9102	9220	9410	Excluded
Gross Payroll	58165	129865	140408	2433843
Less Overtime	(201)	(122)		
Less Dbl Overtime				(6233)
Less excl				(1041699)
Less fire				(1385911)
Less police				

Nielsen Inc

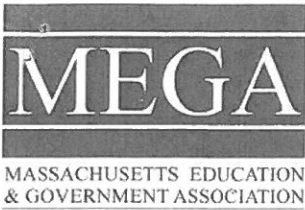
**Policy** WCX34048000      **Carrier** CCMSI-MEGA      **Auditor** Lee Seymourian      **Policy Period** 07/01/20 to 07/01/21  
**Serial #**      **Insured** TOWNSEND TOWN OF      **Date** 11/15/21      **Audit Period** 07/01/20 to 07/01/21

**Worksheet 1 Recap for TOWNSEND TOWN OF - MA - 07/01/20 to 07/01/21 - Townsend**

Recap	9102	9220	9410	Excluded			
TOTAL	57964	129743	140408	0			

Nielsen Inc





**MASSACHUSETTS EDUCATION GOVERNMENT ASSOCIATION  
WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY  
WORKSHEET - AUDIT**

**POLICY NO. MX-WK-00000399-2**  
 ENDOR 001  
 RENEWAL OF MX-WK-00000399-1

**NAMED INSURED AND MAILING ADDRESS**  
 TOWNSEND TOWN OF  
 272 MAIN STREET  
 TOWNSEND, MA 01469

**AGENCY AND MAILING ADDRESS**  
 E. BRUCE HAMAN  
 11 SAUNDERS ROAD  
 WEST TOWNSEND, MA 01474

PREMIUM ADJUSTMENT: FINAL AUDIT FROM 07/01/2020 TO 07/01/2021

**ITEM 4. PREMIUM**

The premium for this policy will be determined by our manual of Rules, Classifications, Rates and Rating Plans. All information below is subject to verification and change by audit.

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)				
<u>MINIMUM PREMIUM</u>	<u>DEPOSIT PREMIUM</u>	<u>TOTAL SURCHARGES AND TAXES</u>	<u>TOTAL AUDITED PREMIUM</u>	<u>PREMIUM ADJUSTMENT PERIOD</u>
\$456 Collected in MA	\$31,495	\$0	\$29,915	ANNUAL
<b>TOTAL AUDITED PREMIUM</b>				<b>\$29,915</b>

**MASSACHUSETTS EDUCATION GOVERNMENT ASSOCIATION  
WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY  
WORKSHEET - AUDIT**

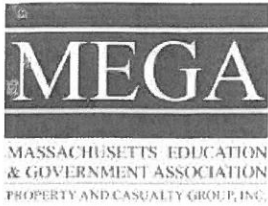
**POLICY NO. MX-WK-00000399-2**  
ENDOR 001  
RENEWAL OF MX-WK-00000399-1

**NAMED INSURED AND MAILING ADDRESS**  
TOWNSEND TOWN OF  
272 MAIN STREET  
TOWNSEND, MA 01469

**AGENCY AND MAILING ADDRESS**  
E. BRUCE HAMAN  
11 SAUNDERS ROAD  
WEST TOWNSEND, MA 01474

SCHEDULE OF CLASSIFICATIONS:

C L A S S I F I C A T I O N S	C O D E N O	P R E M B A S I S A C T U A L R E M U N E R A T I O N	R A T E P E R \$ 1 0 0	A U D I T E D P E R I O D P R E M I U M
STATE: MA(20) PERIOD FROM 07/01/2020 TO 07/01/2021				
STREET OR ROAD CONSTRUCTION:STREET OR ROAD MAINTENANCE & DRIVERS	5509	370,248	4.15 \$	15,365
DRIVERS NOC	7380	38,450	5.32 \$	2,046
WATERWORKS OPERATION & DRIVERS	7520	264,462	2.64 \$	6,982
CLERICAL OFFICE EMPLOYEES NOC	8810	1,120,534	.06 \$	672
HOSPITAL-VETERINARY-& DRIVERS	8831	19,304	.89 \$	172
BUILDINGS-OPERATION-BY OWNER, LESSEE, OR REAL ESTATE MANAGEMENT FIRM: ALL OTHER	9015	102,734	2.70 \$	2,774
PARK NOC-ALL EMPLOYEES & DRIVERS	9102	57,964	2.02 \$	1,171
CEMETERY OPERATION & DRIVERS	9220	129,743	2.86 \$	3,711
MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	9410	140,408	2.86 \$	4,016
Outstanding Rate change, if applicable				
Premium for increased limits part Two, if applicable	9807	36,909	1% \$	369
Total Premium subject to the Experience Modification			\$	37,278
Experience Modification Premium	9898	37,278	.94 \$	-2,237
Schedule Credit/Debit		35,041	.9 \$	-3,504
ARAP Surcharge	0277	31,537	1 \$	0
Premium Discount, if applicable	0063		6.21% \$	-1,960
		Total State Premium	\$	29,577
Expense Constant Charge (MA)	0900		\$	338
		Total Audited Cost	\$	29,915



## Commonly Used Class Codes & Descriptions

### **5509- Street or Road Maintenance**

Operations incidental to the maintenance of toll roads: i.e., street cleaning, snow removal, weed or grass cutting, planting on right-of-way, repair or maintenance of culverts, tarring or sanding, patching, road marking, dragging, dust laying, erection or removal of snow fences, road markers, and signs or guardrails.

### **7380- Drivers, Chauffeurs, Messengers, and Helpers NOC**

Applies to commercial drivers, chauffeurs, messengers, and their helpers provided they are not otherwise classified. Council of Aging drivers and school van drivers are included in this class code.

### **7382- Bus Co.: All Other Employees & Drivers**

Operations incidental to school bus drivers employed by school districts and/or independent contractors, car service, livery and limousine services that are "booked" in advance, transit bus lines, charter buses, tour lines, airport buses, bus terminals, street railroads and pilot car services.

### **7520- Waterworks Operations & Drivers**

Operations incidental to the maintenance and operation of water plants, including store employees and meter readers.

### **7539- Electric Light or Power Co.**

Operations incidental to the maintenance and operation of public electric light or power companies, including store employees, meter readers, drivers, and operators.

### **7580- Sewage Disposal Plant Operations & Drivers**

Operations incidental to sewage disposal plant operations, including extension repair and maintenance of pipeline.

### **8810- Clerical Office Employees NOC**

Clerical office employees not otherwise classified. This includes Comptroller, Treasurer, Legal Clerical, Human Resources, COA, Finance Committee, Accounting, Town Clerk, Zoning and Library.

### **8832- Physician & Clerical**

Applies to medical providers that operate in a typical doctor's office environment. It includes physicians, dentists, other employees providing medical services, and clerical employees of a physician's office.

### **8868- College: Professional Employees & Clerical**

Operations Incidental to professional employees of academic, trade or vocational institutions of learning, including professors, administrators, teachers, guidance counselors, social workers, therapists, nurses athletic coaches, clerical employees, assistants, day nurseries, adult day habilitation programs (not adult care center), and staffed residential programs.

### **9015- Custodial Operations**

Operations incidental to owners, lessee or real estate management firms that operate office, apartment, tenement, mercantile or industrial buildings, including superintendents, custodial and maintenance operations conducted by an owner or lessee of a building, except those occupying the building for manufacturing, mercantile or other commercial purposes. Including night watch-guards, elevator operators and starters, boy and Girl Scout councils, camp operations, condominiums or cooperatives, and maintenance employees of labor unions.

### **9101- College: All Other Employees**

Applies to all employees other than professional employees of academic, trade or vocational institutions of learning. Includes employees engaged in the care, custody, and maintenance of college or school buildings, grounds and equipment, as well as security personnel employed by schools. This code also applies to all employees, other than professional employees, who operate bookstores, day nurseries, seminaries, military schools, veterinary schools, driver training, religious organizations, and public libraries or museums.

### **9102- Park NOC**

Applies to all employees engaged in the operation of public works including the care, custody and maintenance of all buildings and lawns within the parks. This includes: Beach Attendants, Life Guards and Summer Playground Attendants.

### **9220- Cemetery Operations & Drivers**

Applies to all cemetery operations including maintenance work, mowing, digging and backfilling holes, and planting shrubbery on graves.

### **9403- Garbage, Ashes or Refuse Collection & Drivers**

Operations include public or private collection of garbage, ashes or refuse and the transportation to waste plants or dumps. This includes all employees and drivers related to dumps and landfills.

### **9410- Municipal, Township, County or State Employee NOC**

Applies to employees engaged in laboratory work, inspectors of the Board of Health, electrical inspectors, building inspectors and similar operations. Also includes dog catchers, tax assessors, welfare workers, planning board-engineer, property appraisers.

# MEGA

MASSACHUSETTS EDUCATION  
& GOVERNMENT ASSOCIATION

Specializing in Workers' Compensation Insurance

## FREQUENTLY ASKED QUESTIONS ON THE PAYROLL AUDIT PROCESS

### **How the audit is computed?**

The payroll audit computes the difference between your actual contribution based on the payrolls estimated at the beginning of the program year, and the amount due based on the audited actual payrolls. The difference is shown either as the amount refundable to you or the additional amount due to the MEGA program.

### **Where does the information come from?**

The payroll amounts used to calculate your audit come from information you provide to the auditor at the time of your audit, which are based on your payroll figures as reported to both the federal and state government. The auditor will also review the 1099's information you reported.

### **Who determines the class codes?**

The auditor at Nielsen Inc. determines which class codes apply to your payroll. A brief description of commonly used class codes is attached for your reference.

### **Who do I contact if I disagree with the audit?**

You should reach out to the payroll auditor at Nielsen Inc. that actually performed your audit to express your concerns and they will evaluate if a change is required.

### **Should I endorse the current year's policy for my audited payroll?**

It is recommended that you endorse your current year's policy if your audited payroll is significantly higher or lower than the current payroll. This will eliminate a large amount due or owed to you at the next payroll audit cycle. Please note that if the audit indicates an increase of over 20% in your payroll, MEGA will automatically endorse your current year policy to reflect that payroll amount.



Office of  
**Zoning Board of Appeals**  
272 Main Street  
Townsend, Massachusetts 01469  
(978)-597-1700 x1722 bfaxon@townsendma.gov

5,3,2

William Cadogan, *Chair*  
Darlene Sodano, *Vice-Chair*  
David Funalole, *Assoc. Member*

Sean Pearson, *Member*  
Vicky Janicki, *Member*


David Chenelle, *Clerk*  
Craig Stevens, *Assoc. Member*  
Jason Murray, *Assoc. Member*

---

DATE: December 13, 2021

TO: Assessor's Office  
Board of Health  
Board of Selectmen  
Building Commissioner  
Conservation Commission  
Fire Department  
Highway Department  
Historic District Commission  
Housing Authority  
Planning Board  
Police Department  
Water Department

FROM: Zoning Board of Appeals

  
\_\_\_\_\_  
Elizabeth Faxon  
Zoning Board of Appeals Admin.

RE: 233 Main St.

---

Please find attached the Notice of Decision and Decision for a special permit to construct a first floor addition of a pharmaceutical compounding lab to McNabb Pharmacy.

If you have any questions, please call me at x1722.



Office of  
**ZONING BOARD OF APPEALS**

272 Main Street

Townsend, Massachusetts 01469

ZBA@townsendma.gov

Phone: 978-597-1722

**R E C E I V E D**  
DEC 13 2021

**TOWN OF TOWNSEND  
TOWN CLERK**

William J. Cadogan, Chairman  
Sean Pearson, Member  
Craig Stevens, Assoc. Member

Darlene Sodano, Vice-Chairman  
Vicky Janicki, Member

David R. Chenelle, Clerk  
David Funaiole, Assoc. Member  
Jason Murray, Assoc. Member

**Notice of Decision- Zoning Board of Appeals Request for Special Permit**

Notice is hereby given that a Special Permit under Townsend Zoning Bylaw §§§145-18, 145-40 & 145-65 has been GRANTED:

To: William G. Schultze

For: Construction of an addition of a pharmaceutical compounding lab to a preexisting non-conforming structure

Property located at: 233 Main Street

Shown on Assessors Map: Map 51 Block 97 Lot 0

Recorded deed at the Middlesex Southern Registry of Deeds: Book:63476 Page: 401

The Special Permit Decision of the Zoning Board of Appeals is on file with the papers on this matter in the Office of the Town Clerk.

Certified this 13th day of December 2021

Zoning Administrator \_\_\_\_\_

  
Elizabeth Faxon

**Right to Appeal:**

Any appeals of this Decision shall be made pursuant to Massachusetts General Laws Chapter 40A, Section 17 and a copy shall be filed in the Town Clerk's office within twenty (20) days after the date of filing of the Decision in the Office of the Town Clerk.

**Town Clerk Notification:**

I certify no appeal has been received within twenty (20) days of the filing of this notice in my office, or that if an appeal has been filed; it has been dismissed or denied.

Kathleen Spofford, Town Clerk: \_\_\_\_\_

**Notice to Applicant:**

Having received certification from the Town Clerk, it shall be the responsibility of the applicant to have recorded both this NOTICE OF DECISION and the Special Permit DECISION at the South Middlesex Registry of Deeds and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. Fee for recording shall be paid by the owner or applicant. NO BUILDING PERMITS or CERTIFICATES OF OCCUPANCY shall be issued by the Building Inspector until notice of attestation by the Register of Deeds is made to the Town Clerk by filing a copy of this notice with the recording date and document number noted.

**ATTESTATION**

Received and entered in the Registry of Deeds in the County of Middlesex, South:

ATTEST: \_\_\_\_\_ Register of Deeds





Office of  
**Zoning Board of Appeals**  
272 Main Street  
Townsend, Massachusetts 01469  
(978)-597-1700 x1722      www.townsendma.gov

**R E C E I V E D**  
DEC 13 2021  
**TOWN OF TOWNSEND**  
**TOWN CLERK**

William Cadogan, *Chair*  
Vicky Janicki, *Member*  
Craig Stevens, *Assoc. Member*

Darlene Sodano, *Vice-Chair*  
Sean Pearson, *Member*

David Chenelle, *Clerk*  
David Funaiole, *Assoc. Member*  
Jason Murray, *Assoc. Member*

**PETITION OF William G. Schulze**  
**PREMISES: 233 MAIN STREET**  
**ASSESSOR'S MAP 51, BLOCK 97, LOT 0 DEED BOOK: 63476 PAGE: 401**  
**DATE OF DECISION: December 8, 2021**

William G. Schulze petitioned the Zoning Board of Appeals for a Special Permit under Townsend Zoning Bylaw §145-18, Extensions and alterations, pursuant to §145-65, Special Permits, for the property located at 233 Main Street (Assessor's Map 51, Block 97, Lot 0). The petition was filed with the Town Clerk on October 28, 2021, proposing the addition of a pharmaceutical compounding lab and consulting room to the West side of a preexisting non-conforming commercial structure.

A virtual public hearing was scheduled for December 8, 2021, at 5:45 p.m. under the extension granted by the Governor of Massachusetts on June 10<sup>th</sup>, 2021, when he signed an "Act relative to extending certain Provisions of the Open Meeting Law, G.L. c. 30A, Section 20" until April 1, 2022. The Board of Assessor's verified "Parties in Interest" on November 11, 2021, and Notice of Public Hearing was mailed to "Parties in Interest" 14 days prior to the schedule meeting date. The same notice was published 14 days prior to the hearing date on November 19, and November 26, 2021, in The Groton Herald.

**Exhibits:**

1. Complete Zoning Board of Appeals application.
2. Townsend Zoning Board of Appeals Summary Letter dated October 10, 2021.
3. Townsend Building Commissioner Determination Letter re: Proposed addition at 233 Main St. Map 51 Block 97 Lot 0 Dated October 28, 2021.
4. Plan No. S-14902 Existing Conditions Certified Plot Plan 233 & 235 Main St. Townsend, MA.
5. Plan No. S-14902 Showing Addition @ 1"=20' Scale. 233 & 235 Main St. Townsend, MA.
6. Plan labeled "McNabb Family Trust, Karen McNabb-Noon 233 Main St. Townsend, MA 01469 addition shown at 1"=10' scale.
7. Plans set dated August 20, 2021, cover and 4 sheets entitled "specifications & materials for compounding lab addition", "second floor plan", "first floor pharmacy plan" and "structural sections". Design & drawings by William G. Schulze 370 Main St., West Townsend, MA 01474.
8. Check for \$300.00 application filing fee.

The virtual public hearing was held on December 8, 2021, as scheduled. Members present were William Cadogan, David Chenelle, Victoria Janicki, Sean Pearson, and Darlene Sodano. Associate Member present was David Funaiole. Clerk David Chenelle, read the legal notice of public hearing



and the Board considered the petition in light of the statutory criteria and Townsend Zoning Bylaw requirements, and found as follows:

**Findings of fact:**

1. No abutters were present in opposition; one abutter submitted a letter in support of the proposal.
2. The property is located in the Downtown Commercial District.
3. Mandatory Referrals comments were received from Board of Health, Board of Selectmen, Building Commissioner, and read into the record. Comments can be found in the Zoning Board of Appeals files.
4. In terms of the Townsend Zoning Bylaw Section 145-65 (F) (1) (a-g) Special Permit Decision, the board found as follows:
  - a. **Adequacy of the site in terms of the size for the proposed uses;** the Board found the property is adequate in size for the proposed use.
  - b. **Suitability of the site for the proposed use;** the Board found the property is suitable for the proposed use as it is an extension of a commercial use to an existing commercial pharmacy in the Downtown commercial District.
  - c. **Impact on traffic flow and safety;** the Board determined that traffic flow and safety would have no change.
  - d. **Impact on neighborhood visual character, including views and vistas;** the Board determined that the proposed construction would have no impact.
  - e. **Adequacy of method of sewage disposal, source of water and drainage;** the Board determined that based on the opinion from the Board of Health the present sewerage disposal system is adequate.
  - f. **Adequacy of utilities and other public services;** the Board determined that there will be no impact.
  - g. **Impact on ground and surface water quality and other environmental and natural resource considerations;** the Board determined that there would be no impact.

Darlene Sodano made a motion that in view of the particular characteristics of the site and pursuant to Section 145-65 (F) of the Townsend Zoning Bylaw the proposed use will not have adverse effects, which overbalance its beneficial effects on either the neighborhood or the Town. David Chenelle seconded the motion. A roll call vote was taken as follows:

William Cadogan	yes.	
David Chenelle	yes.	
Victoria Janicki	yes.	
Sean Pearson	yes.	
Darlene Sodano	yes.	The motion carried. 5-0.

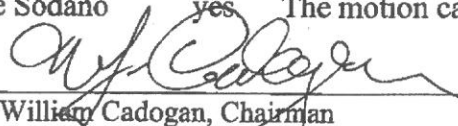
David Chenelle made a motion to approve the application of William G. Schulze on behalf of McNabb family Trust and grant a Special Permit for the purposes of constructing a compounding pharmacy lab to the first floor of the property located at 233 Main Street in conformance with the submitted plans and drawings. Sean Pearson seconded the motion, and a roll call vote was taken as follows:

William Cadogan	yes.	
David Chenelle	yes.	
Victoria Janicki	yes.	
Sean Pearson	yes.	
Darlene Sodano	yes.	The motion carried. 5-0.

The motion carried and the Special Permit is granted. This Decision does not relieve the petitioner or any other person of the necessity of complying with all other applicable Federal, state or local statutes, ordinances, bylaws and/or regulations.

Lastly, David Chenelle made a motion to authorize Townsend Zoning Board of Appeals Chairman William Cadogan to sign this Decision on behalf of the Board Members participating in the vote. Sean Pearson seconded the motion.

William Cadogan	yes.	
David Chenelle	yes.	
Victoria Janicki	yes.	
Sean Pearson	yes.	
Darlene Sodano	yes.	The motion carried. 5-0.

Signed:   
William Cadogan, Chairman

Date: December 13, 2021

**Any appeals of this Decision shall be made pursuant to Massachusetts General Laws Chapter 40A, Section 17 and a copy shall be filed in the Town Clerk's office within twenty (20) days after the date of filing of the Decision in the Office of the Town Clerk.**

**Town Clerk Notification:**

I certify no appeal has been received within twenty (20) days of the filing of this notice in my office, or that if an appeal has been filed; it has been dismissed or denied.

Kathleen Spofford, Town Clerk: \_\_\_\_\_

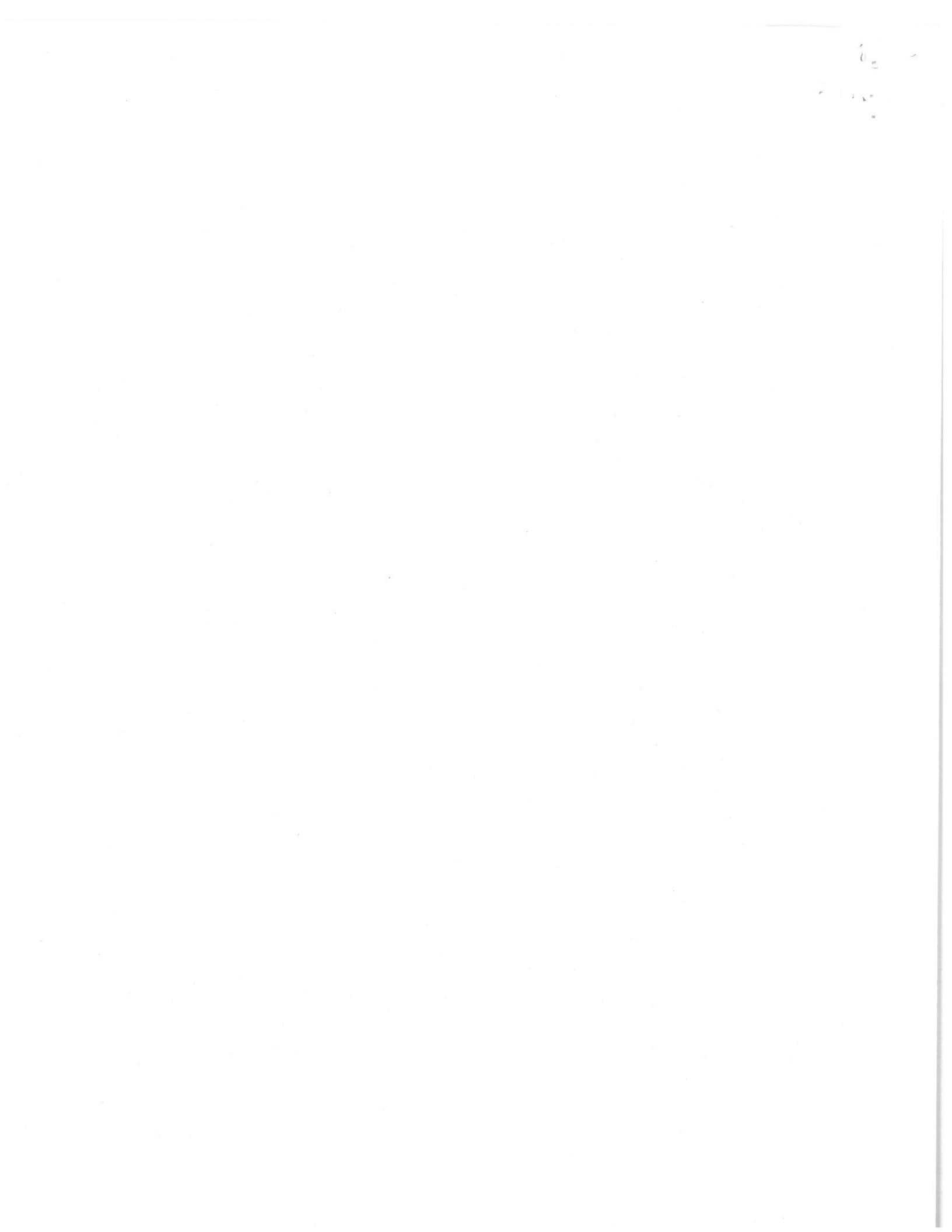
**Notice to Applicant:**

Having received certification from the Town Clerk, it shall be the responsibility of the applicant to have recorded both this NOTICE OF DECISION and the SPECIAL PERMIT DECISION at the South Middlesex Registry of Deeds and indexed in the grantor index under the name of the owner of record or recorded and noted on the owner's certificate of title. Fee for recording shall be paid by the owner or applicant. NO BUILDING PERMITS or CERTIFICATES OF OCCUPANCY shall be issued by the Building Inspector until notice of attestation by the Register of Deeds is made to the Town Clerk by filing a copy of this notice with the recording date and document number noted.

**ATTESTATION**

Received and entered in the Registry of Deeds in the County of Middlesex, South:

ATTEST: \_\_\_\_\_ Register of Deeds



## Planning Assistance Grant

Karen Chapman <kchapman@mrpc.org>

Tue 12/7/2021 11:11 AM

To: Veronica Kell <vkell@townsendma.gov>; Ross Perry <RPerry@townsendma.gov>

Cc: Glenn Eaton <geaton@mrpc.org>

Good Morning Veronica and Ross,

Just a note to let you know that MRPC was awarded Planning Assistance Grant funds to complete an update of Townsend's Open Space and Recreation Plan. Once MRPC and the state have a fully executed contract, we can put together a contract, scope of services, timeline, and budget to complete the project. I expect we will have a kickoff meeting sometime in January. The grant period runs through May 31, 2023.

Thank you,

**Karen Chapman, Planning & Development Director  
Montachusett Regional Planning Commission (MRPC)**

464 Abbott Avenue

Leominster, MA 01453

(978)798-6168 Office, (978)348-2490 FAX

[www.mrpc.org](http://www.mrpc.org)

*Please be advised that the Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.*

5.3.3

