

**Templeton Select Board
In-person Meeting at
Town Hall, 160 Patriots Road, East Templeton
(also streamed live on Youtube & TCTV)
Wednesday, October 13, 2021, 6:30 p.m.**

Agenda

- 1. Call the Meeting to Order & Reading of Statutory Recording Notice**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes of Prior Meetings:**
 - a. Meeting Minutes ~ 9.22.21**
 - b. Executive Session Minutes ~ 9.22.21**
- 4. Citizen Input**
- 5. New Business:**
 - a) Introductions of New Employees: Justice Graves, Administrative Intern~TA & Select Board Office**
 - b) Appointments ~ none**
 - c) Presentation RE: FY'22 First Quarter Public Safety Report**
 - d) Presentation RE: FY'22 First Quarter Public Works Report**
 - e) Discussion RE: Petition by Residents of Laurel View Road**
 - f) Action RE: Electronic Scoreboard for Gilman Waite**
 - g) Action RE: Accept Donations for Senior Center**
 - h) Action RE: Approve Fall Town Meeting Warrant**
 - i) Action RE: Scout Hall Project**
 - j) Action RE: Town Property Use~Haunted Halloween~Lions Club**
 - k) Action RE: Town Property Use~Christmas Trees Sales~Lions Club**
 - l) Action RE: Royal Sun Cannabis LLC, And Bud Runner LLC Host Community Agreement**
 - m) Action RE: Crown Castle~Modification to Cell Tower Equipment**
 - n) Action RE: Letter of Understanding for On-Call Consultant Services**
 - o) Action RE: Food Pantry Agreement Amendment**
 - p) Action RE: MIIA Wellness Grant**
 - q) Discussion RE: Appoint Fence Viewers**
 - r) Discussion RE: Legal Opinion~Light & Water Commissioners on Warrant (J. Bennett)**
 - s) Discussion RE: Capital Item for Building at Gilman Waite (J. Bennett)**
 - t) Discussion RE: Gilman Waite Use RE: School Use (J. Bennett)**
 - u) Update RE: RAAC (T. Toth)**
- 6. Action RE: Old Business: None.**
- 7. Board Member and Administrator Comments & Reports**
- 8. Adjournment**

The listing of Agenda items is those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent it is permitted by law.

THIS AGENDA IS SUBJECT TO CHANGE

Draft Motions – 10/13/21

3. Approval of Minutes of Prior Meetings:

- a. **Meeting Minutes ~ 9.22.21** ~ I move to approve the minutes of **9.22.21** as presented.
- b. **Executive Session Minutes ~ 9.22.21** ~ I move to approve the Executive Session minutes of 9.22.21, and to **not** be released to the public at this time.

4. Citizen Input

5. New Business:

- a) **Introductions of New Employees:** Justice Graves, Administrative Intern~TA & Select Board Office
- b) **Appointments ~ none**
- c) **Presentation RE: FY'22 First Quarter Public Safety Report**
- d) **Presentation RE: FY'22 First Quarter Public Works Report**
- e) **Discussion RE: Petition by Residents of Laurel View Road**
- f) **Action RE: Electronic Scoreboard for Gilman Waite** ~ I move to approve the placement of an electronic scoreboard at Gilman Waite Park and for the Athletic Director of the Narragansett Regional School District to be consulted and decide with the Town Administrator on the installation location of said scoreboard.
- g) **Action RE: Accept Donations for Senior Center** ~ I move to accept the donations of \$1,050 from 'The Ryan Patrick Jones Heart of a Hero Foundation' for programs & refreshments at the Senior Center and the donation of \$100 from Gerald & Ginette Levesque to the Senior Center as presented.
- h) **Action RE: Approve Fall Town Meeting Warrant** ~ I move to approve the Fall Town Meeting Warrant for the Town Meeting to be held on November 3, 2021 as presented and for the Board to sign.
- i) **Action RE: Scout Hall Project** ~ I move to approve the interior renovations to Scout Hall as presented and for the Town Administrator to put the project out for bid.
- j) **Action RE: Town Property Use~Haunted Halloween~Lions Club** ~ I move to approve the use of the Town Common and Gazebo for the Lions Club's Haunted Halloween event on October 31, 2021 and to allow for set-up on October 30, 2021 pending receipt of the Town's standard insurance certificate from the club before the date of the event.
- k) **Action RE: Town Property Use~Christmas Trees Sales~Lions Club** ~ I move to approve the use of the Town Common for the Lions Club's Christmas Trees Sales event from November 18, 2021 through and including January 5, 2022, pending receipt of the Town's standard insurance certificate from the club before the starting date of the event.
- l) **Action RE: Royal Sun Cannabis LLC, And Bud Runner LLC Host Community Agreement** ~ I move to approve the Host Community Agreement between the Town of Templeton and Royal Sun Cannabis LLC, and Bud Runner LLC as presented and for the Board to sign.
- m) **Action RE: Crown Castle~Modification to Cell Tower Equipment** ~ I move to approve the request of Crown Castle received on October 1, 2021, for modification to the Cell Tower Equipment as presented, and for the Chair to sign.
- n) **Action RE: Letter of Understanding for On-Call Consultant Services** ~ I move to approve the Letter of Understanding for On-Call Consultant Services as presented and for the Chair to sign.
- o) **Action RE: Food Pantry Agreement Amendment** ~ I move to approve the Agreement Amendment between the Town of Templeton and New Hope Bible Chapel as presented, and for the Town Administrator to sign on behalf of the Board.
- p) **Action RE: MIIA Wellness Grant** ~ I move for the Town Administrator to apply for the MIIA Health Benefits Trust Wellness Grant.
- q) **Discussion RE: Appoint Fence Viewers**

- r) **Discussion RE: Legal Opinion~Light & Water Commissioners on Warrant (J.Bennett)**
 - s) **Discussion RE: Capital Item for Building at Gilman Waite (J.Bennett)**
 - t) **Discussion RE: Gilman Waite Use RE: School Use (J.Bennett)**
 - u) **Update RE: RAAC (T. Toth)**
6. **Action RE: Old Business: ~ none**
 7. **Board Member and Administrator Comments & Reports ~ none**
 8. **Adjournment ~ I move to adjourn the open meeting.**

Templeton Select Board
Town Hall, 160 Patriots Road, East Templeton
Wednesday, September 22, 2021, 6:30 p.m.

Minutes of Meeting

Present: Select Board: Mike Currie, Tim Toth, Terry Griffis, Jeff Bennett; and Town Administrator, Adam Lamontagne. Absent: Julie Richard.

1. **Call the Meeting to Order and Reading of Statutory Recording Notice**~The meeting was called to order at 6:30 p.m.
2. **Pledge of Allegiance**
3. **Approval of Minutes of Prior Meetings:**
 - a) **Meeting Minutes** ~ 8.25.21, 9.8.21~ Griffis moved to approve the minutes of 8.25.21, 9.8.21 as resented as seconded by Toth. **Motion carries 4-0.**
 - b) **Executive Session Minutes** ~ 9.8.21~ Griffis moved to approve the executive session minutes of 9.8.21 as presented and to be released to the public as seconded by Toth. **Motion carries 4-0.**
4. **Citizen Input**~ [see video](#)
5. **New Business:**
 - a) **Introductions of New Employees: Danielle Kirby, Deputy Treasurer/Collector**~ Treasurer/Collector Cheryl Richardson was present and introduced new employee Danielle Kirby. The Board welcomed her.
 - b) **Appointments ~ Capital Improvements Committee**~ Justice Graves~ Griffis moved to appoint Justice Graves to the Capital Improvements Committee as an at-large member to a term expiring on June 30, 2022, as seconded by Bennett. **Motion carries 4-0.**
 - c) **Public Hearing~Pole Hearing for Templeton Light/30 Claire Ave**~ Toth moved to open the public hearing as seconded by Griffis. **Motion carries 4-0.** Hearing opened at 6:38 p.m. Light Superintendent Tom Berry was present and explained why the new pole was needed. No abutters present. Toth moved to close the public hearing as seconded by Griffis. **Motion carries 4-0.** Hearing closed at 6:43 p.m. Toth moved to approve the request of Templeton Municipal Light to replace one 30' utility pole and anchor with a 35' pole and anchor on Beech Street as seconded by Griffis. **Motion carries 4-0.**
 - d) **Action RE: Continuation of Scott Dill Discussion RE: Complaint**~ Griffis moved to resolve the complaint against Mr. Dill for the destruction of a Town Facebook page and attempted destruction of Town emails upon his resignation from the Recreation Commission by requesting that Mr. Dill issue a public apology in open session as seconded by Toth. **Motion carries 4-0.** Mr. Dill spoke and stated his apology.
 - e) **Action RE: Pumpkin Patch Event~Lions Club**~ Currie moved to approve the use of the Town Common for the Lions Club's Pumpkin Patch event on October 5, 2021, or rain date(s) as needed of October 6, or 7, 2021, pending receipt of the Town's standard insurance certificate from the club before the date of the event as seconded by Griffis. **Motion carries 4-0.**
 - f) **Action RE: Scarecrows on the Common Event (J. Prime)**~ Currie moved to approve the use of the Town Common for the Scarecrows on the Common Town sponsored event

held by the Community Services Department as seconded by Griffis. **Motion carries 4-0.**

- g) **Action RE: Boot Drive ~ Knights of Columbus (George Andrews)**~ Currie moved to approve the Knights of Columbus Boot Drive on Saturday, October 9, 2021, from 8am-noon pending receipt in the Select Board Office of signed liability waivers by each participating member as seconded by Griffis. **Motion carries 4-0.**
- h) **Action RE: Budget Amendment**~ Currie moved to approve the Budget Amendment 2022-1 as presented for the transfer of \$26,442 from the Select Board Inter Governmental account to the 11 department accounts as listed and for the chair to sign as seconded by Bennett. **Motion carries 4-0.**
- i) **Action RE: Main Street Bridge Project**~ Andrea LaCasse, a bridge expert from Tighe and Bond spoke about the bridge and its condition and did a presentation for the Board and answering questions. Discussion followed. Griffis moved proceed with hiring Tighe and Bond to initiate within the appropriation of \$200,000 for the Otter River Main Street bridge study project and for the town administrator to sign, as seconded by Toth. Further discussion. **Motion carries 4-0.**

6. **Action RE: Old Business:**

- a) **Action RE: ClearGov (J. Bennett)** Currie moved to not renew the annual fee with the business known as ClearGov and for the Town Administrator to make all necessary actions and notifications, as seconded by Griffis. **Motion carries 4-0.**

7. **Board Member and Administrator Comments & Reports ~ [see video](#)**

8. **Executive Session (if needed) & Possible Action per MGL Ch. 30a; §21(a)-6, To consider the purchase, exchange, lease or value of real property; and MGL CH. 30a; §21(a)-3, To discuss strategy with respect to litigation.** Currie moved to go into executive session MGL Ch. 30a; §21(a)-6, To consider the purchase, exchange, lease or value of real property; and MGL CH. 30a; §21(a)-3, To discuss strategy with respect to litigation and to come back into open session for possible action as seconded by Griffis. **Motion carries 4-0.**

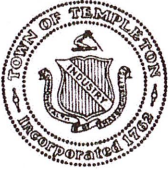
After coming back into open session, Currie moved to settle a contract dispute between the Town of Templeton and the HVAC architect and engineer over a contract dispute with respect to the Templeton Police Station Project and to authorize the Town Administrator to sign as seconded by Griffis. **Motion carries 4-0.**

9. **Adjournment**~ Currie moved to adjourn the open meeting as seconded by Toth. **Motion carries 4-0.**

9:37 p.m. meeting adjourned.

Respectfully Submitted,
Holly A. Young
Recording Clerk

Terry Griffis, Clerk



Templeton Fire Department

2 School Street, Baldwinville, MA 01436 (978) 939-2222

David T. Dickie Chief of Department

To: Board of Selectman

From: David Dickie, Fire Chief

Date: 10/06/2021

CC: Town Administrator, File

Topic: 1st. quarter report.

The 1st quarter had a total of 351 emergency calls and 66 residential and commercial inspections. We took delivery of our new Ems computers, new breathing air compressor and our new SCBA.

Fire Alarm Activation	49	Smoke investigation	8
Assist another Agency	1	Sprinkler malfunction	1
Authorized Controlled Burning	0	Malicious False Alarm	0
Brush Fire	0	Water evacuation	1
Building Fire	0	Good intent call	5
Carbon Monoxide Alarm	3	Unauthorized Burning	5
Mutual Aid Cover Assignment	2	Powerline down	0
Dispatched Cancelled enroute	2	Car fire	1
Electrical Problem	3	Trash Fire	1
EMS	250	HazMat	1
MVA with injuries	6	Technical Rescue	1
MVA no injures	11	MV vs Pedestrian	

Respectfully Submitted

Chief David Dickie

1st Quarter Report

During the first three months of the new fiscal year, we got back to a somewhat normal way of life only to have the COVID-19 Delta variant set us back a bit. With the police department we have more than half of our staff fully vaccinated, unvaccinated officers are still expected to use caution when dealing with the public and use distancing and mask when appropriate. Hopefully soon we'll reach that light at the end of the tunnel.

The Station Project – A settlement has been reached concerning the HVAC system and we are formulating a plan to remedy the many issues. We have been working with MetroSign to develop a new sign for the police sign and have a preliminary concept, which we hope to install in the spring along with a flagpole. Once the HVAC issues have been addressed, we will turn our attention to the upstairs flooring, which needs to be replaced or covered because of the humidity in the building from the HVAC issues.

As part of the department's capital planning request, we have received the first nine replacement radios in the three-phase replacement process. Also, part-time/per diem officers were fitted for their new vests on September 25th during our annual department meeting. Finally, both the new police vehicle and ACO truck have been ordered, however there is a longer than expected lag time for delivery due to the supply lines of product to the manufacturers.

The department has hired two new part-time/per diem officer/dispatchers and one new part-time/per diem officer to help fill recent vacancies. On the note of staffing, the Town Administrator was recently advised that the department desperately needs additional full-time staffing due to the recently enacted police reform. By 1/1/2027 there will be no part-time/per diem officers as we currently have and know. This will result in additional staffing shortages with the department already not back to pre-2014 staffing of 10 full-time officers. The recommended staffing for a town of our size is 16 full-time officers or a ratio of 2 officers per 1,000 residents. If, we do not address this need soon the department will have to reduce police coverage during certain hours for officer safety.

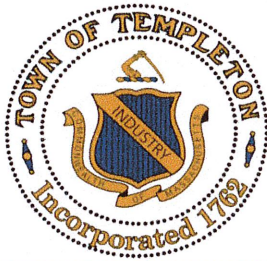
Department Activity Analysis from 07/01/2021 to 09/30/2021:

	4 th	1 st
ACO	117	124
Arrests	13	13
Assist Another Agency	71	65
Incident/investigations	130	136
Restraining Orders	20	28
Parking Tickets	3	2
MV Citations	189	76
MV Accidents	34	32
FID/LTCs Issued	59	72
Police Calls for Service	3,983	3,990
Total Calls to Dispatch	5,741	5,787

Respectfully,

Michael R. Bennett

Chief of Police



5.D.

TOWN OF TEMPLETON
Department of Public Works
381 Baldwinville Road
TEMPLETON, MASSACHUSETTS 01468
TEL: (978) 939-8666

DPW – HIGHWAY DEPARTMENT – BUILDINGS AND GROUNDS DEPARTMENT
QTR 1 FY 2022 REPORT

Highway Department: We have continued to have issues with the beavers this year, and it is still ongoing on Royalston Road at this time. Our crews have been repairing many potholes, fixing berms as well as apron repairs. Crews have been Street sweeping, cleaning out and repairing catch basins, and clearing pipes. Cut trees, roadside brush cutting, chipping and cleanup. Second phase of signs are still going up. Stop lines and crosswalks have been painted. We are very pleased to have the Chapter 90 paving done on Hospital Road and Hubbardston Road. Painting was done at Houghton Park to clean up graffiti. The mechanic is going through the trucks, plows, and sanders to make sure they are ready for winter. Several employees attended an MS4 class that was held at Town Hall.

Building and Grounds: Several burials and flag duties were done. Assisted patrons with cemetery plot purchases, locating graves and understanding cemetery rules. Clean up and trash removal Pine Grove Cemetery, Greenlawn Cemetery, and Gilman Waite Field. Flat markers and foundations for upright stones installed. A dumpster was rented to do a cleanup at Scouts Hall. Mowing, weed whacking, and trimming of shrubs is an ongoing rotation throughout the spring, summer, and fall. This takes place at all town buildings, cemeteries, and town common areas. Foreman also spent a lot of time going over information & new ideas with the new Cemetery commissioners. Several lots have been sold from the new section at Pine Grove. Fire alarm testing was done on all town buildings. We are very pleased to have a new mini excavator. This makes work much easier when digging graves in tight areas. Foreman and cemetery commissioners are also working with the town administrator to obtain a grant that will allow us to purchase cemetery specific software for mapping existing graves and maintaining additional changes. If this goes through it will streamline the process and allow for better accuracy.

October 1, 2021

Select Board
Templeton Town Hall
160 Patriots Road
East Templeton, MA 01438

Dear Select Board Members,

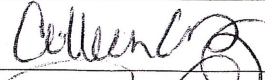

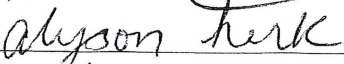

We, the residents of Laurel View Road, are appealing for your help to accept our street as a public roadway in Templeton. The Town of Templeton By-laws allows a waiver in the conditions for acceptance by the Planning Board. This By-law is noted in Chapter 240, Article III, Section 240-8.

In 2005, the Planning Board and the Select Board approved the layout and the approval of Laurel View. While Laurel View may not meet the standards of today's conditions for acceptance, it did meet the requirement of acceptance as noted by the Planning Board and Select Board in 2005.

The residents of Laurel View are tax-paying citizens and, after many years, deserve to be included as part of the town roadways. This approval as a public roadway would not take away from the Town of Templeton but adds to the mileage allowed in Chapter 90 funding from the state and other grants that may be assessed in the future.

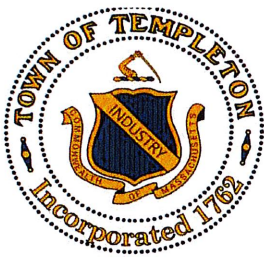
We ask the Select Board to appeal to the Planning Board on our behalf to waive the conditions for acceptance by majority vote (from the Planning Board) under Chapter 240, Article II Section 240-8.

Thank you for your consideration,

House #	Printed Name	Signature
111	Colleen Fay	
111	Jim Fay	
107	Alyson Herk	
58	Stephen Banville	

House #	Printed Name	Signature
58	Linda Barville	Linda Barville
87	YOGENDRA THAKER	Yogendra Thaker
87	DEVYANI THAKER	Devi Thaker
100	Kathleen Cormier	Kathleen CORMIER
60	GARY CORMIER	Gary Cormier
59	Judith Vacarelo	Judith Vacarelo
103	Michael Fors	Mike Fors
59	James Vacarelo	James Vacarelo
73	MICHAEL MATTSON	Michael Mattson
73	Lori Mattson	Lori Mattson
119	Eduardo Ferreira	Eduardo Ferreira
76	William D. Lulio	W.D. Lulio
35	Julie Ackert	Julie Ackert
68	Thomas Reynolds	Thomas E. Reynolds
41	Darlene Webb	Darlene Webb
24	Peggy Hastings	Peggy Hastings
24	Scott Hastings	Scott Hastings
41	Tim Webb	Tim Webb
103	Colleen Fors	Colleen Fors
107	Benjamin Herk	Benjamin Herk
13	STEVEN M. FOISY	Steven M. Foisy
13	Diane Foisy	Diane Foisy

[illegible]



**TOWN OF TEMPLETON
COMMUNITY SERVICES**

**27 Boynton Road
Templeton, MA 01468
TEL: (978) 939-5582**



5.f.

Memorandum

To: Templeton Select Board

Subject: Electronic Scoreboard for Gilman Waite

At their 9/23/2021 meeting, the Templeton Recreation Commission voted to move the following to the Select Board for a vote.

Templeton resident, Sean Hamilton inquired about the town's intention to place the electronic scoreboard (which was donated by Local IBEW several years ago) at one of the fields at Gilman Waite.

All materials & labor for the placement have been donated.

Upon a vote to move forward, the Athletic Director at NRSD will be consulted about the ideal location for the scoreboard.

Jackie Prime
Community Services Director

Young, Holly

From: Prime, Jackie
Sent: Wednesday, October 6, 2021 11:13 AM
To: Young, Holly
Subject: 2 donations to the Sr. Ctr

Follow Up Flag: Follow up
Flag Status: Flagged

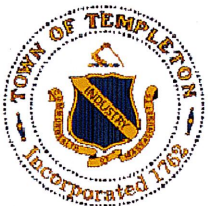
Hi Holly,

These are the 2 donations I was telling you about:

1. \$1,050 from 'The Ryan Patrick Jones Heart of a Hero Foundation' - for programs & refreshments @ the Center
2. \$100. from Gerald & Ginette Levesque - to the Center.

Thank you,

Jackie Prime

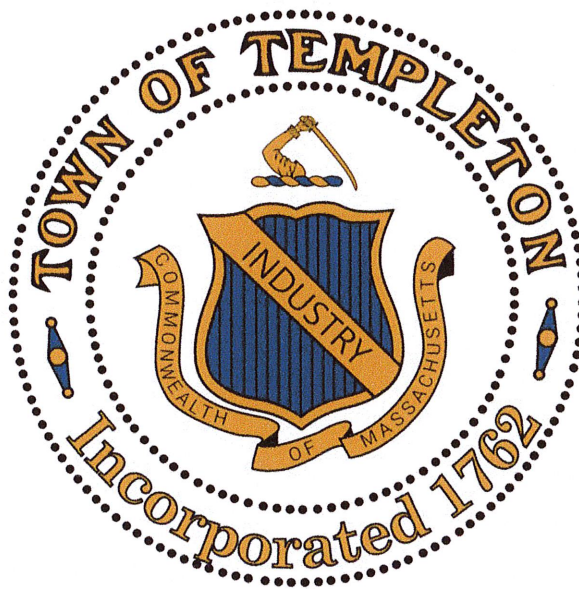


Director of Community Services
Templeton, MA 01468
(978) 939-5582

TOWN OF TEMPLETON

FALL TOWN MEETING WARRANT

November 3, 2021



**Narragansett Regional Middle School
460 Baldwinville Road, Baldwinville**

TOWN OF TEMPLETON
WARRANT FOR FALL TOWN MEETING
November 3, 2021

WORCESTER, ss.

To either of the Constables of the Town of Templeton in said County:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the precincts of the Town of Templeton, County of Worcester, qualified to vote in elections and Town affairs to meet in the Narragansett Regional Middle School, 460 Baldwinville Road, Baldwinville, in said Templeton on:

Wednesday, November 3, 2021, at 6:00 p.m.

Then and there to act on the following articles:

ARTICLE 1: FISCAL YEAR 2022 OPERATING BUDGET AMENDMENT(s)

To see if the Town will vote to appropriate the sum of Twenty Nine Thousand Nine Hundred Dollars and No Cents (\$29,900.00) for supplemental appropriations to the Fiscal Year 2022 Operating Budget as follows:

Department	Amount	Reason
Building & Grounds	\$13,900	Increase in heating costs and software subscription costs
Highway	\$16,000	Increased costs for road line painting

And to meet said appropriation by a transfer of said sum from certified free cash,

Or take any other action related thereto.

Submitted by the Select Board
Majority Vote Required

ARTICLE 2: AMEND THE FY22 CAPITAL BUDGET

To see if the Town will vote to amend the FY22 capital budget accepted as Article 17 at the 2021 Annual Town Meeting by striking "SUV" and inserting in its place "truck."

Or take any other action related thereto.

Submitted by the Select Board
Majority Vote Required

ARTICLE 3: AMENDING THE BYLAWS RE: ADVISORY COMMITTEE

To see if the Town will vote to amend Chapter 22, Section 6 of the General Bylaws as follows:

§ 22-6 Review of warrant articles by Advisory Committee.

All articles in any warrant for a Town Meeting shall be referred to the Advisory Committee for its consideration. The Board, after drawing any such warrant, shall transmit immediately a copy thereof to the Chairman of said Committee. A public hearing shall be held, upon all such articles, unless a public hearing by some other tribunal is required by law, and a notice of such hearing shall be given by inserting in the local newspaper and by posting on the Town website. Said Committee shall, after due consideration of the subject matter of such articles, report thereon to the Town Meeting, in writing, such recommendations as it deems best for the interests of the Town and its citizens. ~~Copies of the report of the Advisory Committee shall be made available to the voters at least two days before Town Meetings and at all Town Meetings.~~

Or take any other action related thereto.

**Submitted by the Select Board
Majority Vote Required**

ARTICLE 4: AMENDING THE BYLAWS RE: ADVISORY COMMITTEE

To see if the Town will vote to amend Chapter 9 of the General Bylaws as follows:

§ 9-3 Vacancies.

If a member resigns for any reason, or if any member is absent from five consecutive meetings of the Advisory Committee, except in case of illness, the position shall be deemed to be vacant and shall be filled as herein provided. ~~The Advisory Committee Chairman shall notify the Moderator to determine if there are any interested town registered voters to fill the vacancy. The Moderator shall be given 30 days to fill the vacant position by appointing a person to complete the unexpired term. In the event the Moderator is unable to fill the vacancy, The Advisory Committee shall fill said vacancy by vote, an attested copy of which shall be sent by the Advisory Committee Secretary to the Town Clerk. The term of office of any person chosen by the Advisory Committee to fill a vacancy shall expire at the final adjournment of the next succeeding Annual Town Meeting. The Moderator, at that time, shall appoint a successor to complete the unexpired term.~~ ***If the Advisory Committee cannot conduct business due to lack of seated members for quorum, the Moderator may appoint to the Advisory Committee any registered voter(s) showing interest until a quorum has been seated.***

§ 9-4 Review of proposed warrant articles.

The second paragraph shall be changed to read, "The Advisory Committee shall report thereon to the community at least ~~5~~ ***two (2)*** days before the date set for the Annual Town Meeting and at least ~~four~~ ***two (2)*** days before the date set for a Special Town Meeting with such explanations and suggestions as it may deem most useful to the community."

Or take any other action related thereto.

**Submitted by the Select Board on behalf of the Advisory Committee
Majority Vote Required**

**ARTICLE 5: AUTHORIZE SPECIAL LEGISLATION RE: PARKS AND RECREATION
COMMISSION**

To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation, as set forth below, to establish an appointed Parks and Recreation Commission.

**AN ACT CREATING A PARKS AND RECREATION
COMMISSION IN THE TOWN OF TEMPLETON**

Be it enacted as follows:

SECTION 1. Notwithstanding the provisions of section two of chapter forty-five of the General Laws, there is hereby established in said town a Parks and Recreation Commission which shall consist of seven members, each of whom shall be appointed by the Select Board for a term of one year. The initial members of said Commission shall be members of the Recreation Commission in existence immediately prior to the effective date of this act and they shall continue to serve the remaining portion of their term. Said Commission shall be a policy-making board responsible for overseeing the management and maintenance of Town owned parks, fields, and related facilities, and for providing year-round high quality indoor and outdoor recreation activities for children and adults with varying interests and physical abilities. It shall deliver diverse culturally, socially, mentally, and physically based programs. It shall establish suitable policies and guidelines relating to the programs it shall offer, and the use, maintenance, and improvement of the facilities under its oversight. The Commission shall have all the powers and duties granted by the various provisions of the General Laws relative to park commissions and recreation commissions, except insofar as the same may be inconsistent with the provisions of this Act.

Or take any other action related thereto.

**Submitted by the Select Board
Majority Vote Required**

ARTICLE 6: PARKS AND RECREATION COMMISSION

If Article 5 is accepted, to see if the Town will vote, subject to the acceptance of the Special Act by the General Court, to amend Article IV of the General Bylaws as follows:

ARTICLE IV *Parks and* Recreation Commission

§ 9-16 Membership; appointment; terms; vacancies

The ~~Board of Selectmen~~**Select Board** (Board) shall appoint a ***Parks and*** Recreation Commission consisting of seven members: ~~three members to be appointed from Precinct A, three members to be appointed from Precinct B, and one member to be appointed at large.~~ The term for each

member shall be one year. Any seat that becomes vacant during the one-year term shall be filled by the appointing authority for the remainder of the unexpired term.

§ 9-17 Powers and duties

The Commission shall have all the powers and duties granted by the various provisions of the General Laws relative to park commissions and recreation commissions, except insofar as the same may be inconsistent with the provisions of the special legislation establishing said Commission.

§ 9-18 Purpose

Said Commission shall be a policy-making board responsible for overseeing the management and maintenance of Town owned parks, fields, and related facilities, and for providing year-round high quality indoor and outdoor recreation activities for children and adults with varying interests and physical abilities. It shall deliver diverse culturally, socially, mentally, and physically based programs. It shall establish suitable policies and guidelines relating to the programs it shall offer, and the use, maintenance, and improvement of the facilities under its oversight.

Or take any other action related thereto.

**Submitted by the Select Board
Majority Vote Required**

ARTICLE 7: AUTHORIZE SPECIAL LEGISLATION RE: REVOLVING FUND FOR PROBLEM PROPERTIES

To see if the Town will vote to authorize the Select Board to petition the Massachusetts General Court for special legislation, as set forth below, to establish a fund for the demolition of blighted properties.

AN ACT ESTABLISHING A SPECIAL FUND FOR RECAPTURED FUNDS FROM DEMOLITION LIENS OR RELATED GRANTS IN THE TOWN OF TEMPLETON.

Be it enacted as follows:

SECTION 1. (a) Notwithstanding section 53 of chapter 44 of the General Laws or any other general or special law to the contrary, the town of Templeton may establish a special fund for the deposit of any proceeds to the town of Templeton from funds recaptured through demolition liens and state or federal grants or local appropriations for such purpose after December 31, 2021. Interest earned on the fund shall be treated as general fund revenue of the town. Any balance remaining at the end of a fiscal year shall carry over to the next fiscal year and thereafter if not then expended for the purposes set forth in this act.

(b) Proceeds from the fund shall be used at the discretion of the Select Board without further appropriation, to secure, clear, make safe or demolish, together with any

associated costs, residential or mixed-use properties considered unsafe, dangerous, or unfit for human habitation under applicable building or health codes.

Expenditures shall not be made, and liabilities shall not be incurred in excess of the balance of the fund.

The town administrator shall annually report to the Select Board on the total amount of receipts and expenditures for the fund for the prior fiscal year and for the current fiscal year through December 31 or such later date as the Select Board may, by vote, determine, together with such other information as the Select Board may, by vote, require.

SECTION 2. This act shall take effect upon its passage.

Or take any other action related thereto.

**Submitted by the Select Board
Majority Vote Required**

ARTICLE 8: DEPOSIT TO DEMOLITION REVOLVING FUND

To see if the Town will vote, subject to the acceptance of the General Court of the special act establishing the fund, to appropriate the sum of Fifty Thousand Dollars and No Cents (\$50,000.00) to make a deposit into the Demolition Revolving Fund for the purpose of addressing problem properties which may require demolition.

And to meet said appropriation by a transfer of said sum from certified free cash.

Or take any other action related thereto.

**Submitted by the Select Board
Majority Vote Required**

ARTICLE 9: DISSOLVE SENIOR CENTER OVERSIGHT COMMITTEE

To see if the Town will vote to dissolve the Senior Center Oversight Committee.

Or take any other action related thereto.

**Submitted by the Select Board
Majority Vote Required**

ARTICLE 10: DISSOLVE TES BUILDING COMMITTEE

To see if the Town will vote to dissolve the Templeton Elementary School Building Committee upon satisfactory completion of the Massachusetts School Building Authority closeout process.

Or take any other action related thereto.

**Submitted by the Select Board
Majority Vote Required**

ARTICLE 11: SPECIAL ARTICLES RE: GENERAL FUND

To see if the Town will vote to appropriate the sum of Forty Nine Thousand Four Hundred and Forty Seven Dollars and No Cents (\$49,447.00) for various special articles as generally described below:

Department	Amount
Treas/Coll – Tax Title Work	\$17,500
Emergency Management / CERT	\$24,447
Baldwinville Caretaking	\$7,500

And to meet said appropriation by a transfer of said sum from certified free cash.

Or take any other action related thereto.

Submitted by the Select Board
Majority Vote Required

ARTICLE 12: CAPITAL BUDGET RE: GENERAL FUND

To see if the Town will vote to appropriate the sum of One Hundred and Ninety Six Thousand Dollars and No Cents (\$196,000) for various capital activities as generally described below:

Department	Amount
Highway – Purchase a 2021 CAT Loader	\$183,500
Conservation – Additional Appropriation	
River's Edge Conservation Area Project	\$12,500

And to meet said appropriation by a transfer of said sum from certified free cash.

Or take any other action related thereto.

Submitted by the Select Board
Majority Vote Required

ARTICLE 13: APPOINTMENT OF TREE WARDEN

To see if the Town will vote, pursuant to M.G.L. c. 41, § 106, to make the position of tree warden an appointed position, with such appointment to be made by the Select Board for a term of three years.

Or take any other action related thereto.

Submitted by the Select Board
Majority Vote Required

ARTICLE 14: DEPOSITS TO GENERAL FUND STABILIZATION & OPEB ACCOUNTS

To see if the Town will vote to appropriate the sum of Three Hundred Fifty Five Thousand and No Cents (\$355,000.00) to make deposits into its Operations (OPEX) and Capital (CAPEX) stabilization accounts and the OPEB reserve account as follows:

OPEX	\$250,000
CAPEX	\$70,000
OPEB	\$35,000

And to meet said appropriation by a transfer of said sum from certified free cash.

Or take any other action related thereto.

Submitted by the Select Board
Majority Vote Required

ARTICLE 15: RESCISSION OF AUTHORIZED BUT UNISSUED DEBT

To see if the Town will vote to rescind authorized but un-issued debt pursuant to the following town meeting approval(s):

<u>Purpose</u>	<u>Meeting Date</u>	<u>Warrant Article</u>	<u>Amount Rescinded</u>
FEMA Emergency- Storm Drain Repair	May 12, 2009	3	\$391,369

Or take any other action related thereto.

Submitted by the Select Board
Majority Vote Required

And you are hereby directed to serve this warrant by posting attested copies thereof in each precinct; namely at the Post Office in Templeton, the Post Office in East Templeton, the Post Office in Baldwinville, and at the Town Hall at 160 Patriots Road, East Templeton, fourteen (14) days at least before the time of holding said meeting and by causing notice of the same to be published once in the Gardner News, a newspaper published in said Worcester County, in the City of Gardner.

Given under our hands this ____th day of October, 2021.

SELECT BOARD

Michael Currie, Chairman

Timothy Toth, Vice Chairman

Terry Griffis, Clerk

Julie Richard, Member

Jeff Bennett, Member

True Copy: ATTEST

Signature of Constable – Town of Templeton

Printed Name of Constable Signing Above

OFFICER'S RETURN
WORCESTER, SS

October , 2021

This is to certify that I have served the within warrant by posting attested copies thereof in each precinct; namely, at the Post Office in Templeton, the Post Office in East Templeton, the Post Office in Baldwinville, and at the Town Hall at 160 Patriots Road, East Templeton, fourteen (14) days at least before the time of holding said meeting and by causing notice of the same to be published once in the Gardner News, a newspaper published in said Worcester County, in the City of Gardner.

Signature of Constable – Town of Templeton

Printed Name of Constable Signing Above

A True Copy, ATTEST:

Carol A. Harris
Town Clerk of Templeton

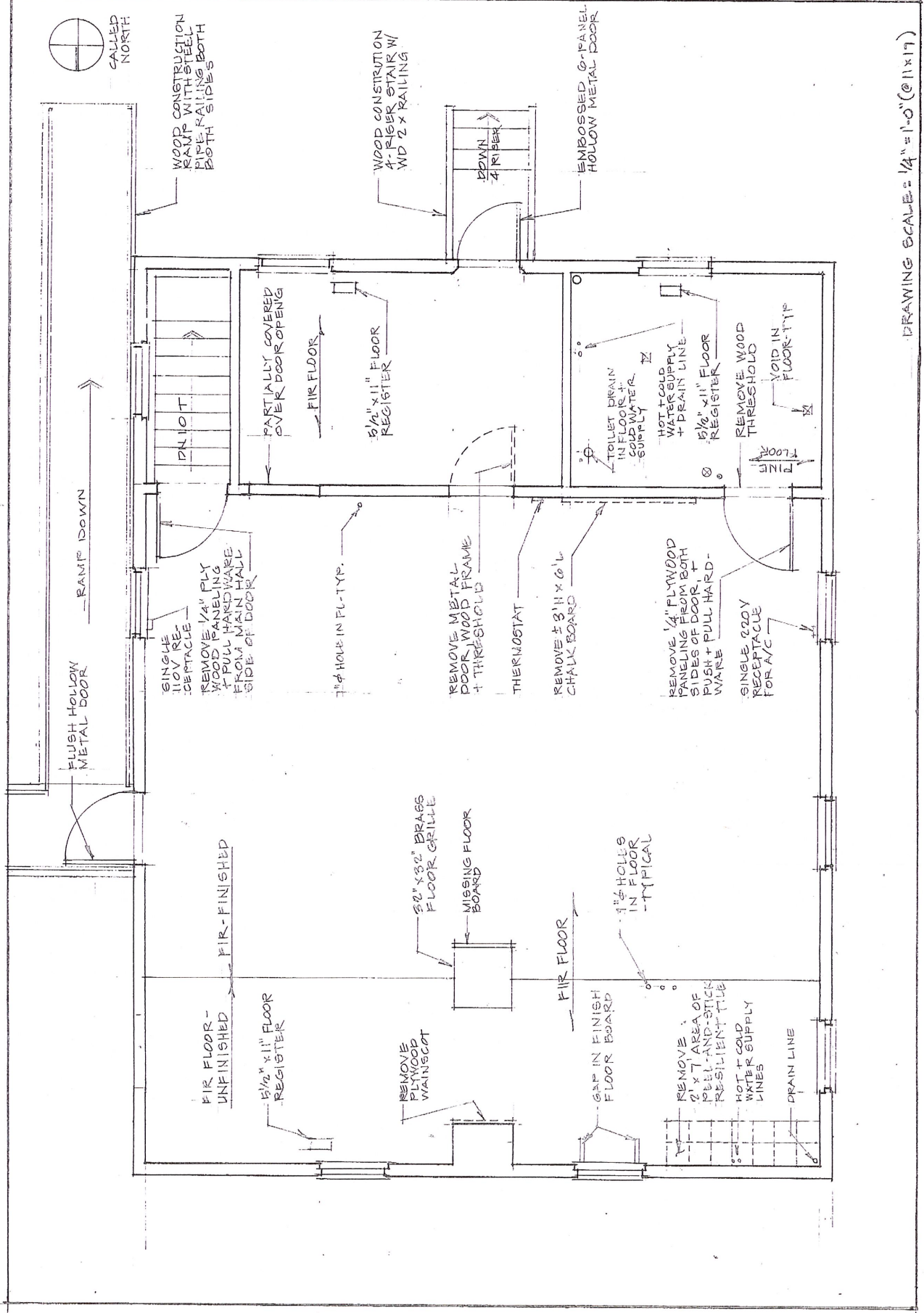
Interior Renovations to
East Templeton Scout Hall
and Visitors Center
135 Patriots Road
East Templeton, Massachusetts



Town of Templeton, Massachusetts
Town Hall | 160 Patriots Road | East Templeton, Massachusetts
Adam D. Lamontagne, Town Administrator

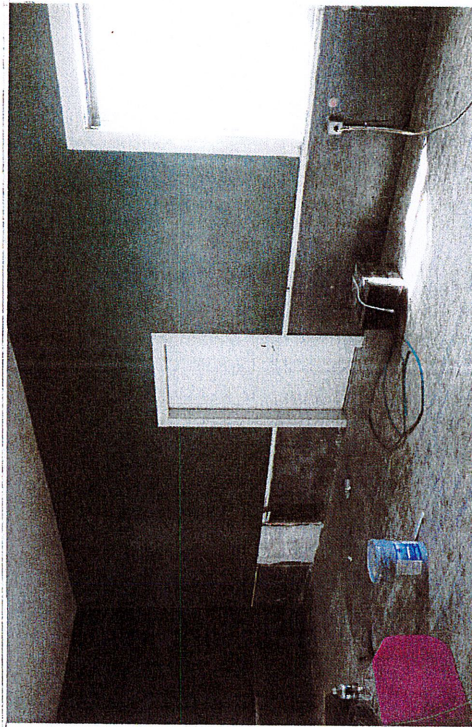
Andrew Jerome Cannata, AIA - Architect
5 Upland Avenue | Boston, Massachusetts 02124-2132
T 617.436.4962 | C 617.459.6334 | AJCannata@verizon.net

Interior Renovations to Scout Hall
135 Patriots Road | E. Templeton, Massachusetts 01438

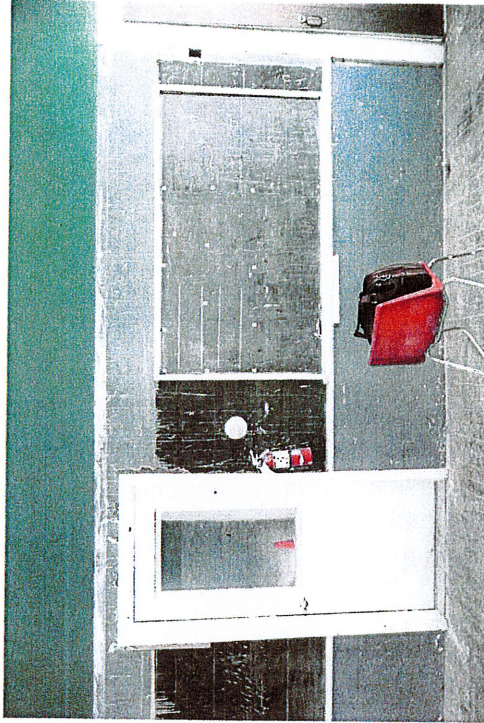




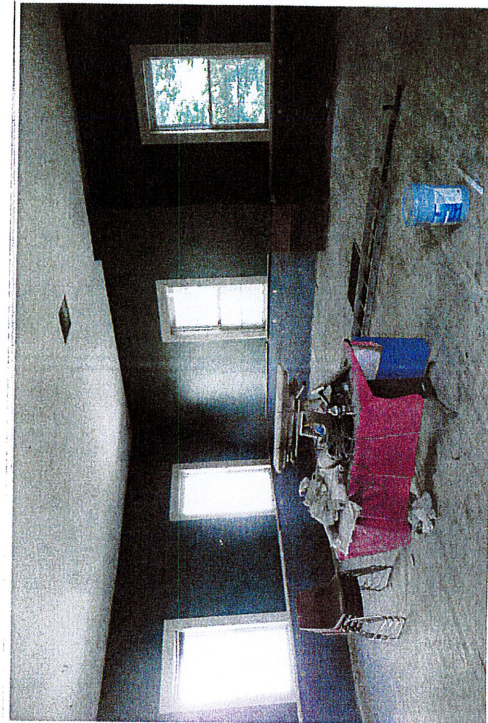
SOUTHEAST CORNER - LOOKING AT OPEN DOOR TO STAIR AND ATTIC ACCESS HATCH. OPPOSITE OF DOOR TO BE RESTORED WITH ABANDONED DOORWAY TO RIGHT TO BECOME CABLE RISER ACCESS WITH LOUVERED DOORS. WALL TO RIGHT TO HAVE CORK APPLIED BETWEEN WAINSCOT AND HORIZONTAL WOOD 1 X 6 TRIM TO BE INSTALLED AT DOOR HEAD LEVEL.



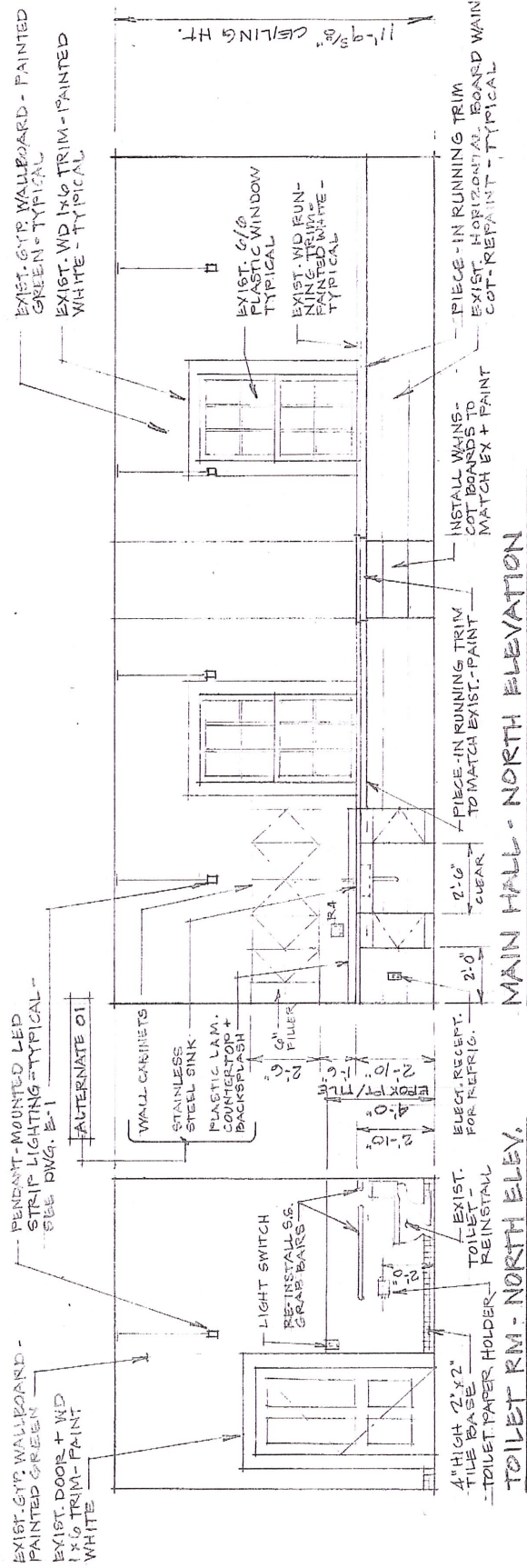
NORTHEAST CORNER - SHOWING EGRESS DOOR TO RAMP, RECENTLY COMPLETED PAINTED GYPSUM BOARD WALL AND CEILING SURFACING, RUNNING TRIM ABOVE WOOD WAINSCOT AND VOID IN WAINSCOT TO BE PATCHED WITH MATCHING BOARD WAINSCOTING AND RUNNING TRIM, AND WOOD FLOOR TO BE REFINISHED.



CENTER OF SOUTH WALL - HALF-GLAZED METAL DOOR TO BE REPLACED BY HALF-GLAZED WOOD PANEL DOOR. CHALKBOARD TO BE REMOVED AND WALL TO HAVE CORK APPLIED BETWEEN WAINSCOT AND HORIZONTAL WOOD 1 X 6 TRIM TO BE INSTALLED AT DOOR HEAD LEVEL.



NORTHWEST CORNER - CORNER IS AREA TO RECEIVE KITCHEN CABINETS AND SINK UNDER ALTERNATE NO. 01. PLYWOOD AT CHIMNEY BOX-OUT SHALL BE REMOVED AND REPLACED WITH MATCHING BOARD WAINSCOTING AND RUNNING TRIM.



DRAWING SCALE = $1/4" = 1'-0"$ (@ 11 x 17)

PROJECT SUMMARY:

THE INTERIOR RENOVATION OF THE SCOUT HALL BUILDING CONSISTS OF 4 ROOMS; MAIN HALL, VISITOR'S CENTER, UNISEX TOILET, AND THE UTILITY AND STORAGE ROOM BEING CONSTRUCTED WITHIN THE EXISTING TOILET ROOM. THERE IS NO EXTERIOR WORK IN THIS PROJECT.

ALTERNATES:

- NO. 01 – FURNISH & INSTALL KITCHEN AREA INCLUDING BASE AND WALL CABINETS, COUNTERTOP AND SINK. BASE BID – CAP EXISTING PIPE STUB-UPS AND PROVIDE FINISHES AS INDICATED.
- NO. 02 – UNISEX TOILET ROOM WALLS SHALL RECEIVE TILE ON NORTH AND EAST WALLS AS INDICATED. BASE BID – EPOXY PAINT IN SAME AREA INDICATED FOR ALTERNATE NO. 02.
- NO. 03 – STAIN WOOD FLOORS BEING REFINISHED IN MAIN HALL AND VISITOR'S CENTER.
- NO. 04 – REPLACE 4-PANEL WOOD DOORS IN KIND; DOORS NOS. D-4 AND D-5.
- NO. 05 – FURNISH & INSTALL WINDOW SHADES.
- NO. 06 – DUCTED TOILET ROOM EXHAUST FAN.

SUBMITTALS:

GENERAL CONTRACTOR SHALL SUBMIT PRODUCT DATA AND WARRANTIES FOR EACH ITEM SPECIFIED HEREIN. CONTRACTOR MAY SUBMIT SUBSTITUTE MATERIALS FOR THOSE SPECIFIED IF IT MEETS WITH THE APPROVAL OF THE ARCHITECT AND OWNER.

SELECTIVE DEMOLITION:

PERFORM DEMOLITION TASKS INDICATED ON DWG. NO. EXD-1. COMPLY WITH HAULING AND DISPOSAL REGULATIONS OF STATE AND LOCAL AUTHORITIES HAVING JURISDICTION.

PREVIOUSLY SALVAGED EQUIPMENT:

THERE EXISTS ON SITE A STOCKPILE OF SALVAGED EQUIPMENT INCLUDING THE FOLLOWING WHICH SHALL BE RE-EMPLOYED IN THE PROJECT; VITREOUS CHINA TOILET AND LAVATORY SINK, 42-INCH-LONG GRAB BARS, AND EXIT SIGNS.

ROUGH CARPENTRY:

STUDS & BLOCKING – CONSTRUCTION OR NO. 2 SPRUCE-PINE-FIR, NLGA, LUMBER WITH MOISTURE CONTENT ≤ 15%. NAILS, BRADS & STAPLES – ASTM F 1667. WOOD SCREWS – ASME B18.6.1. SET CARPENTRY TO REQUIRED LEVELS AND LINES, WITH MEMBERS PLUMB, TRUE TO LINE, CUT, AND FITTED.

FINISH CARPENTRY:

CASINGS, STANDING & RUNNING TRIM – PREMIUM GRADE PINE, SELECT, S4S, THOROUGHLY-SEASONED, KILN-DRIED TO MOISTURE CONTENT ≤ 12%. EXPOSED SURFACES SHALL BE FREE FROM BLEMISHES THAT WILL SHOW AFTER SECOND PAINT COATING. DOOR TRIM SHALL BE 1X6 TO MATCH EXISTING. RUNNING TRIM INFILL PATCHES SHALL BE BUILT UP TO MATCH EXISTING ADJACENT PROFILE. NAILS IN WOOD EXPOSED TO VIEW SHALL BE FINISH-TYPE. INSTALL FINISH CARPENTRY LEVEL, PLUMB, TRUE AND ALIGNED WITH ADJACENT MATERIALS. EXPOSED FLOOR PATCHES SHALL BE FIR TO MATCH

EXISTING. CORK SHEET – QEP MODEL NO. 72000Q, ¼ IN. X 48 IN. X 600 IN. CORK ROLL STOCK, ADHERE WITH ADHESIVE OVER 100% OF THE CONTACT AREA TO WOOD WALL CLADDING AFTER BELT SANDING TO A UNIFORM SMOOTHNESS.

WOOD DOORS:

DOOR TYPE AS INDICATED ON THE DRAWINGS, WOOD SPECIES – FIR, 1-³/₈ INCH THICK, FACTORY PRIME PAINTED, AS FOLLOWS: D-1 – SIMPSON NO. F-944 WITH SINGLE PANE TEMPERED GLASS; D-2 – SIMPSON NO. F-44, 4-PANEL, DOUBLE HIP RAISED; D-3 – JELD-WEN NO. WP-730, LOUVERED, CUT ¼ - INCH FROM BOTH SIDES OF EACH LEAF, AND KERF & SAND EDGES TO FIT EXISTING 3'-3" DOOR OPENING.

DOOR HARDWARE:

FINISH US 15 SATIN NICKEL/BHMA 646, EXCEPT CLOSER PAINTED SILVER. ACCESSIBILITY COMPLIANT LEVER SETS; SCHLAGE "ELAN" OR YALE YH "CITADEL". HARDWARE SETS AS FOLLOWS: DOOR D-1 - 1- ½ PAIR HINGES, 1 CLOSER, 1 LATCHSET ANSI F75 PASSAGE FUNCTION; DOOR D-2 - 1 PAIR HINGES, 1 LOCKSET ANSI F86 STOREROOM LOCK FUNCTION; DOOR D-3 - 2 PAIR HINGES, 1 HEAD/FOOT BOLT, 1 DEADBOLT ANSI F18 DEADLOCK FUNCTION; [EXISTING] DOOR D-4 - 1, CLOSER, 1 LATCHET ANSI F79 PRIVACY LOCK; [EXISTING] DOOR D-5 - 1 LOCKSET ANSI F86 STOREROOM LOCK FUNCTION.

GYPSUM WALLBOARD: MOISTURE AND MOLD-RESISTANT GYPSUM BOARD - ASTM C 1396/C 1396M. WITH MOISTURE- AND MOLD-RESISTANT CORE AND COATED SURFACES, 5/8 INCH THICK. INTERIOR TRIM ASTM C 1047 – GALVANIZED STEEL OR PLASTIC CORNERBEAD AND LC-BEAD [J-SHAPED]. JOINT TAPE – GLASS FIBER MESH. STEEL DRILL SCREWS: ASTM C 1002. INSTALLATION PER ASTM C 754.

TILING:

CEMENTITIOUS BACKER FOR FLOOR TILE - ANSI A118.9 OR ASTM C 1325, TYPE A, 5/8 INCH THICK. PORCELAIN FLOOR & BASE TILE – 2 X 2 X ½ INCH NOMINAL, MATTE FINISH, MOUNTED ON 1 X 1 FT. DOT-MOUNTING. CERAMIC WALL TILE [ALTERNATE NO. 02] – 4½ X 4-½ X 1/8 INCH, GLOSS FINISH. MARBLE THRESHOLD – ASTM C 241, FINE- TO MEDIUM-GRAINED WHITE STONE WITH GRAY VEINING, HONED FINISH. MORTAR FOR FLOOR TILES - LATEX-PORTLAND CEMENT MORTAR [THIN-SET] ANSI A118.4, PREPACKAGED DRY-MORTAR MIX CONTAINING DRY, REDISPERSIBLE, ETHYLENE VINYL ACETATE ADDITIVE TO WHICH ONLY WATER MUST BE ADDED AT PROJECT SITE. MORTAR FOR WALL TILE [ALTERNATE NO. 02] – NON-SAGGING MORTAR, COMPLIES WITH PARAGRAPH F-4.6.1 IN ADDITION TO THE OTHER REQUIREMENTS IN ANSI A118.4 AND ISO 13007 C2TES1. EPOXY BASED TILE GROUT - ANSI A118.33, AND ISO 13007 RG FOR FLOORS, RG AND RGT FOR WALLS INCLUDING BASE TILE. COLOR TILES AND GROUT SHALL BE SELECTED BY ARCHITECT FROM SUBMITTED MANUFACTURER'S SAMPLE BOARDS. INSTALLATION GUIDELINES - TCNA'S [TILE COUNCIL OF NORTH AMERICA] "HANDBOOK FOR CERAMIC TILE INSTALLATION."

PAINTS & COATINGS:

NOTE, EXISTING DARK GREEN PAINTED WALLS AND WHITE CEILINGS SHALL NOT BE REPAINTED. GYPSUM BOARD - LOW-LUSTER ACRYLIC-ENAMEL FINISH [WALLS] - 2 FINISH COATS OVER A PRIMER;

GYPSUM BOARD - GLOSS EPOXY FINISH [TOILET ROOM & UTILITY STORAGE RM.] 2 FINISH COATS OVER A PRIMER; WOOD WAINSCOT, DOORS & TRIM - SEMI-GLOSS ACRYLIC-ENAMEL FINISH - 2 FINISH COATS OVER A WOOD PRIMER; WOOD FLOORS - 2 COATS MINWAX "ULTIMATE FLOOR FINISH" WATERBASE URETHANE OVER SANDED FLOOR. STAIN WOOD FLOORS [ALTERNATE NO. 03] - 1 COAT MINWAX "WOOD FINISH STAIN". PREPARATION AND APPLICATION - COMPLY WITH COATING MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS. CLEAN SUBSTRATES OF SUBSTANCES THAT COULD IMPAIR BOND OF PAINTS, INCLUDING DIRT, OIL, GREASE, AND INCOMPATIBLE PAINTS AND ENCAPSULANTS. FILL ALL NAIL HOLES WITH MANUFACTURER'S RECOMMENDED WOOD FILLER COMPOUND. WOOD FLOORS - SAND NEW WOOD FLOORING CONSISTENTLY SMOOTH, WITHOUT LUMPS, DEPRESSIONS, AND BURNS. BEFORE APPLYING FINISH, THOROUGHLY CLEANUP AND VACUUM ALL SANDING DUST.

KITCHEN CABINETWORK [ALTERNATE NO. 01]:

PLASTIC LAMINATE OVER PARTICLEBOARD OR PLYWOOD CONSTRUCTION. BASE CABINETS - 15 IN. WIDE X 32-1/2 IN. HIGH, WITH 1 DRAWER AND 1 DOOR. WALL CABINETS - 15- AND 30-IN. WIDE X 12 IN. DEEP X 30 IN. HIGH WITH 2 SHELVES. PROVIDE 30-IN.-WIDE X 3-1/2 IN. HIGH APRON AND 9 X 30 IN. FILLER AT WALL CABINET. COUNTERTOP - PLASTIC LAMINATE OVER PARTICLEBOARD OR PLYWOOD 1 PIECE CONSTRUCTION WITH 4-IN.-HIGH INTEGRAL BACKSPLASH, 7 FT. LONG X 1-1/2 IN. THICK AT FRONT. HEIGHT FROM FLOOR TO TOP OF COUNTER SHALL BE 34 IN. TO MEET 521 CMR MASSACHUSETTS ACCESS BOARD RULES AND REGULATIONS REQUIREMENT. THE 4.5 CUBIC FOOT UNDER-COUNTER REFRIGERATOR WITH FREEZER IS BY THE OWNER AND NOT IN CONTRACT.

WINDOW TREATMENT [ALTERNATE NO. 05]:

WINDOWS IN MAIN HALL, VISITOR'S CENTER AND UNISEX TOILET ROOM - MANUALLY-OPERATED SINGLE-ROLLER WINDOW SHADES, BLOCK-OUT WHITE VINYL INCLUDING MOUNTING HARDWARE.

PLUMBING WORK:

PLUMBING WORK SHALL BE DONE ON A "DESIGN-BUILD" BASIS BY A LICENSED PLUMBING CONTRACTOR AND SHALL CONFORM TO 248 CMR - MASSACHUSETTS PLUMBING AND FUEL GAS CODE, AND ANY REGULATIONS OF THE TOWN OF TEMPLETON, MASSACHUSETTS AS THEY APPLY TO THE INSTALLATION. PIPING IS EXISTING AND IN PLACE. UNDER BASE BID PLUMBER SHALL INSTALL VITREOUS CHINA TOILET AND LAVATORY SINK WHICH ARE STORED ON SITE. KITCHEN AREA [ALTERNATE NO. 03] - FURNISH & INSTALL ELKAY "DAYTON" DROP-IN 25 X 21.25 X 6.375 IN. 3-HOLE KITCHEN SINK AND ASSOCIATED PLUMBING TO TIE-IN TO EXISTING PIPING, WITH AMERICAN STANDARD MODEL NO. 4175-503.F15, "COLONY SOFT SINGLE CONTROL KITCHEN FAUCET", CAST BRASS 8-1/2 IN. SWIVEL SPOUT, METAL LEVER HANDLE, CAST BRASS WATERWAY, COLOR-MATCHED SEPARATE HAND SPRAY THROUGH ESCUTCHEON, POLISHED CHROME. SINKS SHALL RECEIVE ADA-COMPLIANT UNDER-SINK PIPE AND VALVE COVERS.

ELECTRICAL WORK:

ELECTRICAL WORK SHALL BE DONE ON A "DESIGN-BUILD" BASIS BY A LICENSED ELECTRICAL CONTRACTOR AND SHALL CONFORM WITH 527 CMR - MASSACHUSETTS ELECTRICAL CODE, 780 CMR -

MASSACHUSETTS STATE BUILDING CODE, NFPA 70 - NATIONAL ELECTRIC CODE, AND ANY REGULATIONS OF THE TOWN OF TEMPLETON, MASSACHUSETTS AS THEY APPLY TO THE INSTALLATION. ALL WIRING IN THE BUILDING HAS BEEN DISCONNECTED AT THE BREAKER PANELBOARD IN THE BASEMENT. ELECTRICAL WORK IS INDICATED ON DRAWING E-1 - ELECTRICAL PLAN AND MOUNTING HEIGHTS INDICATED ON DRAWING A-2 - INTERIOR ELEVATIONS. WORK GENERALLY CONSISTS OF FURNISHING AND INSTALLING LIGHTING FIXTURES, ELECTRICAL & DATA RECEPTACLES AND ASSOCIATED DEVICES AND THE WIRING THEREOF. FURNISH AND INSTALL FOLLOWING FIXTURES AND PRODUCTS AS KEVED FROM THE DRAWINGS:

- o ES - EXIT SIGN - INSTALL EXISTING BATTERY-POWERED FIXTURE STORED ON SITE.
- o F1 - LINEAR PENDANT-MOUNTED LED LIGHT FIXTURE - "LED 4 FT LINEAR LIGHT - 40 WATT - 3905 LUMENS - WHITE LAMP BODY" 47-1/2 IN. L X 3 IN. W X 4 IN. H MANUFACTURED BY LumeGen.
- o F2 - CIRCULAR LED CEILING LIGHT FIXTURE - "LOW-PROFILE 7 INCH WHITE ROUND 4000K BRIGHT WHITTEN LED FLUSH MOUNT CEILING LIGHT FIXTURE 810 LUMENS MODERN SMOOTH COVER" MANUFACTURED BY COMMERCIAL ELECTRIC PRODUCTS CORP.
- o DTE - DATA, TELEPHONE, ELECTRIC FLOOR BOX - MODEL NO. 975549-S-D, NICKEL-PLATED BRASS 2-GANG FLOOR BOX FLIP-OPEN ASSEMBLY, 20 A TAMPER & WEATHER RESISTANT DUPLEX ELECTRICAL OUTLET, RJ45-READY DATA PORTS.
- o R2 - DUPLEX RECEPTACLE, GROUNDING TYPE, RATED 20A, 125V.
- o R4 - DOUBLE DUPLEX RECEPTACLE, GROUNDING TYPE, RATED 20A, 125V.
- o GFI - DUPLEX OR DOUBLE DUPLEX RECEPTACLE, GROUNDING TYPE, RATED 20A, 125V.
- o S - WALL-MOUNTED SWITCH RATED 2A, 120/127 V, SINGLE POLE DIMMER-TYPE SWITCH FOR LED LIGHT FIXTURES.

DEVICES AND DEVICE PLATES SHALL BE WHITE PLASTIC. INSTALLATION - J-BOXES FOR CEILING MOUNTED LIGHT FIXTURES SHALL BE WIRED FROM ATTIC, AND CONDUIT SHALL NOT BE VISIBLE FROM OCCUPIED SPACES. J-BOXES FOR RECEPTACLES SHALL BE RUN CONCEALED FROM BASEMENT IF POSSIBLE. EXPOSED CONDUIT - LEGRAND MODEL NO. V500 "RACEWAY 500, 1/2 INCH H X 1/2 INCH W, STEEL, IVORY" 2-PIECE WITH SNAP-ON COVER. WIRING OF DTE FLOOR BOX UNITS FOR TELEPHONE AND DATA CABLES SHALL BE COORDINATED WITH TOWN OF TEMPLETON COMMUNITY TV DIRECTOR, STEVE CASTLE. DUCTED TOILET ROOM EXHAUST FAN [ALTERNATE NO. 06] - BROAN MODEL NO. 671, 70 CFM 6 SONE CEILING-MOUNTED FAN AND ASSOCIATED DUCTWORK IN ATTIC TO EXTERIOR.



DRAWING SCALE = $1/4" = 1'-0"$ (@ 11 x 17)

5.5

Young, Holly

From: Sue Larrabee <sue.larrabee@templeton.org>
Sent: Tuesday, September 28, 2021 12:40 PM
To: Young, Holly; Wiita, Laurie
Cc: sue.larrabee@gmail.com; 'Sue Larrabee'
Subject: Halloween and Xmas Tree Fundraiser - BOS Applications for Use of Property
Attachments: 2021 Haunted Halloween - Town Property Use Application.pdf; 2021 Xmas Tree Sales - Town Property Use Application.pdf; 2021 Xmas Tree Parking Request - FD Chief Dave Dickie.png

Hi Holly,

Please see the attached BOS Applications for Use of Property for our upcoming Lions Club Events;

- Annual Haunted Halloween @ the Gazebo common
- Annual Xmas Tree Fundraiser @ the common adjacent to the Fire Department

Halloween Event

- We will work with BOH, Laurie to ensure we are in compliance with all current COVID requirements.
- We will provide the insurance certificate by mid-October, pending BOS approval.
- We will solicit the guidance of Mike Dickson for distance posting and signage to maintain social distancing, if required by BOH.

Xmas Tree Sales

- See the attached request sent to Chief Dickie requesting parking for customers.
- We will provide the insurance certificate by early-November pending BOS approval.

Kindest Regards,

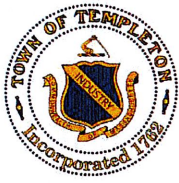
Brian Rosengren (President)

Sue Larrabee (Secretary)

Templeton Lion's Club

PO Box 181

Templeton, MA 01468



Town of Templeton
Town Property Use
Application

Area(s) Requested:

Town common area near Gazebo, to set up and hold our Annual Haunted Halloween Event

Name of Person/Organization: Templeton Lions Club/Sue Larrabee & Brian Rosengren

Address: 11 Samuel Drive, Phillipston, MA 01331

Phone Number: 978-697-2646

Email: sue.larrabee@comcast.net

Date of Requested Use: 10/30 set-up, 10/31/2021

Time of Requested Use: 2-5pm/9am-8pm

Please include set-up and breakdown time

Description of Use: We may start setting up stakes on 10/30, and finish up 10/31 with Halloween props, candy table etc.

We will remove all stakes, props etc. at the end of the event. We need to know if CDC requires us to collect info for COVID Tracing?

I agree to leave the Town Property exactly as it was when I arrived, including taking any trash with me to dispose of properly.

Sue Larrabee
Signature of Applicant

Sept. 28, 2021
Date

For Internal Use Only

Insurance Waiver Provided	Yes	No	Notes: _____
CERT Needed for parking/traffic control	Yes	No	Notes: _____
Parking Plan needed/approved by Police Chief	Yes	No	Notes: _____

Approved/Disapproved

Please Circle

Town Administrator (as designated by the Select Board)

e » DDickie

ontact Dave Dickie

name *

an M Larrabee

e-mail address *

larrabee@comcast.net

ect *

pleton Lions Club Annual Xmas Tree Fundraiser

image *

Chief Dickie,

We are planning to hold our Xmas Tree Sales fundraiser again this year. We have submitted our Application for Use of Property to the BOS, see attached. Pending their approval, we are requesting for customers to use the parking area the perimeter of the common as we have in the past. We will monitor customers to be sure they are not impeding with any emergency vehicles.

Best Regards,

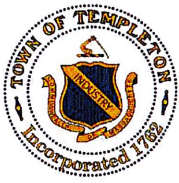
Larrabee / Brian Rosengren

pleton Lions Club Secretary / President

-697-2646 cell

-939-2646 home

5.k.



Town of Templeton
Town Property Use
Application

Area(s) Requested:

Town common area near Fire Department, to set up and hold our Annual Xmas Tree Sales Event

Name of Person/Organization: Templeton Lions Club/Sue Larrabee & Brian Rosengren

Address: 11 Samuel Drive, Phillipston, MA 01331

Phone Number: 978-697-2646 Email: sue.larrabee@comcast.net

Date of Requested Use: 11/18/2021 - 1/5/2022 Time of Requested Use: tree sales M-F evenings, Sat&Sun 9a-5p

Please include set-up and breakdown time

Description of Use: We plan to move the sales hut and tree storage trailer by 11/18 to prepare for trees arrival on 11/20.

Plan to start selling trees 11/20 until sold out. We will pull the sales hut and trailer out by 1/5/2022 or sooner pending ground conditions.

I agree to leave the Town Property exactly as it was when I arrived, including taking any trash with me to dispose of properly.

Sue Larrabee
Signature of Applicant

Sept. 28, 2021
Date

For Internal Use Only

Insurance Waiver Provided	Yes	No	Notes: _____
CERT Needed for parking/traffic control	Yes	No	Notes: _____
Parking Plan needed/approved by Police Chief	Yes	No	Notes: _____

Approved/Disapproved
Please Circle

Town Administrator (as designated by the Select Board)

TOWN OF TEMPLETON, ROYAL SUN CANNABIS LLC, AND BUD RUNNER LLC HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this ____ day of _____ by and between Royal Sun Cannabis LLC and Bud Runner LLC, Massachusetts LLCs with principal office addresses of 130 South Royalston Rd., Royalston MA 01368 and 1 N Main St. Templeton MA 01438, respectively ("Company") (proof of good standing is attached hereto as Exhibit A), and the Town of Templeton, a Massachusetts municipal corporation with a principal address of Templeton Town Hall, 160 Patriots Road Templeton, MA 01438 ("Town"; collectively, "Parties"), acting by and through its Select Board, in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate an Adult-Use Marijuana Establishment ("ME") for the retail and delivery of adult-use marijuana at 1 N Main St., Templeton MA ("Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c. 94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its General and Zoning Bylaws and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission ("CCC") or such other state licensing or monitoring authority, as the case may be, to operate the Facility and it receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c. 94G, Section 3(d), applicable to the operation of an ME, such that activities are only to be done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

I. THE FACILITY

The Facility shall be located at 1 N Main St., Templeton MA ("Site") (proof of Site control is attached hereto as Exhibit B). As designed, the Company proposes to operate as a ME, pursuant to M.G.L. c. 94G and 935 CMR 500.000. The Facility shall only be used for retail and delivery, including the sale of adult use marijuana.

II. IMPACTS

- A. Impacts to the Town from the Facility.** The Company anticipates that, as a result of the Company's operation of the ME, the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection and emergency medical services, inspectional services, permitting services, administrative services, and public health services, in addition to potential additional unforeseen impacts upon the Town. Accordingly, in order to mitigate the direct and indirect financial impact

on the Town and use of Town resources, the Company agrees to pay to the Town the Community Impact Fee and such additional costs outlined herein.

- B. **Reasonably Related.** The Parties agree that the fees paid pursuant to this Agreement are reasonably related to the costs imposed upon the Town by the Company's operation of the Facility. The Company explicitly waives any claim that fees paid pursuant to this Agreement exceed the impacts that are reasonably related to the operation of the Facility.

III. **THE COMPANY'S OBLIGATIONS**

- A. **Community Impact Fee ("CIF").** In the event that the Company obtains a Final License, and such other license and approval as may be required, for the operation of the ME in the Town by the CCC, or such other state licensing or monitoring authority, as the case may be, and receives any and all necessary and required permits, licenses, and approvals required by the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which said permits, licenses, and approvals allow the Company to locate, occupy and operate the ME in the Town ("Opening"), then the Company agrees to provide the following Community Impact Fee Payment ("CIF Payment") for each year this Agreement is in effect:
- i. The Company shall make CIF Payments equal to 1.5% of gross sales from the Facility.
 - ii. The Company shall make the CIF Payment quarterly each fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30 beginning on the first of such dates after the Opening of the Facility.
 - iii. If the term of this Agreement expires during any year in which the Facility is in operation, the CIF Payment shall be prorated, unless the Company and the Town agree otherwise in a new host community agreement.
 - iv. The CIF Payment shall be pro-rated to the extent that the Company is not in operation for a full Fiscal Year or the Agreement expires, or the Board terminates the Agreement.
- B. **Local Charity Program.** The Company elects not to commit to a local charity program in this Agreement.
- C. **Legal Defense Fees.** Where applicable, the Company shall make the following Legal Defense Fee Payments. The Company agrees that any payments due from the Company to the Town under this Section shall not be reduced by the amount of any other payments, including the CIF Payment.
- i. **Third Party Claims.** The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, its agents, departments, officials, employees,

insurers and/or successors, by any third party arising from or relating to the development and use of the Facility. The Company shall pay all reasonable costs and expenses, including, but not limited to, attorney fees. The Company agrees to reimburse the Town for any and all costs and fees incurred with respect to any such claim, action, proceeding or demand, within thirty (30) days of written notice by the Town. Total Company liability shall be capped at the amount of the prior year CIF, or the prior quarters if the ME has been in operation for less than one year. The facility will be insured per CCC regulations.

- ii. Permitting Appeals. If the Town is successful in defending any claim or dispute filed by the Company and relating to the Company's applications for local approval, the Company shall reimburse the Town for all costs and expenses (including, but not limited to, attorney fees) associated with such defense. Payment shall be made within 30 days of written notice by the Town.
- iii. Enforcement. If the Town is successful in pursuing any claim or dispute relating to the Company's compliance with this agreement, the Company shall reimburse the Town for all costs and expenses (including, but not limited to, attorney fees) associated with such claim. Payment shall be made within 30 days of written notice by the Town.

D. Additional Payments. The Company shall make the following Additional Payments. The Company agrees that any payments due from the Company to the Town under this Section shall not be reduced by the amount of any other payments, including the CIF Payment.

- i. Permit and Connection Fees. The Company acknowledges and agrees to pay the usual and customary building permit and other permit application fees, sewer and water connection fees, and all other local charges and fee generally applicable to other commercial developments in the Town, which it shall pay in the normal and customary manner.
- ii. Water Fees. Provided the Town can supply sufficient volume and water quality, the Company agrees to purchase all water required for its operations from the Town, which it shall pay in the normal customary manner.
- iii. Facility Consulting Fees and Costs: The Company shall pay all costs associated with the hiring of a consultant to peer review all documents submitted as part of the local permitting, licensing, and approval process. Payment shall be made upon the hiring of the consultant or as otherwise agreed upon by the Town and the Company in writing. In addition, the Company shall pay any and all costs incurred by the Town for legal review of the requisite permits, licenses, and approvals, including this HCA, within sixty (60) calendar days of Opening. Upon receipt of a Provisional License from the CCC and commencement of the lease agreement, the Company shall make a payment of twenty thousand dollars (\$20,000) to be held in escrow to pay such expenses. The Town shall provide the

Company with copies of all invoices covering such costs and expenses and shall promptly refund any unused funds upon special permit approval from Templeton Planning Board.

- iv. Taxes. At all times during the Term of this Agreement, the property located at the site, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid directly by the Company, and the Company shall not object or otherwise challenge the taxability of such property. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, (ii) if the value of such property is abated with the effect of reducing or eliminating the tax that would otherwise be paid if assessed at fair cash value as defined in M.G.L. c. 59, §38, or (iii) if the Company is determined to be entitled to or subject to exemption with the effect of reducing or eliminating the tax that would otherwise be due if not so exempted, then the Company shall pay to the Town an amount that, when added to the taxes, if any, paid on such property, shall be equal to the taxes that would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption.

E. Security.

- i. General. The Company shall maintain security at the Facility at least in accordance with the security plan presented to the Town and approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operation of the Facility and the security thereof. Such compliance shall include but will not be limited to: providing hours of operation; after-hour contact information and access to surveillance operations; and requiring dispensary agents to produce their Agent Registration Card to law enforcement upon request.
- ii. Cameras. To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall use reasonable efforts to work with the Town's Police Department in determining the placement of exterior security cameras.
- iii. Cooperation. The Company agrees to use reasonable efforts to cooperate with the Police Department, including but not limited to periodic meetings, which shall not be more frequently than quarterly upon request by the Police Department, to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility and with regard to any anti-diversion procedures, and access to the Facility to provide training for officers and other safety officials. The Company agrees to meet with the Police

Department upon request in the event of an emergency situation and any such emergency meeting shall not count as a quarterly meeting.

- iv. **Reporting.** The Company shall promptly report the discovery of the following occurrences within the Town to the Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occurred during transport; any suspicious act involving the sale of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana; an alarm activation or other event related to that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.
- F. **Approval of On-Site Managers.** The Company shall provide, for review and approval, which shall not be unreasonably withheld, delayed or denied, by the Select Board, the name of the person proposed to act as the on-site managers of the Facility and relevant information pertaining to that person, as determined by the Board. The submittal shall include authorization to perform a criminal history check. The Board shall consider such request for approval within thirty (30) calendar days following submittal to determine, in consultation with the Chief of Police, if the person proposed is of suitable character to act as on-site manager. The approval process shall apply to any changes of on-site manager. If the Town fails to respond to the Company's request for approval within 30 days, the requested on-site manager shall be deemed approved.
- G. **Noise.** The Company shall comply with all local bylaws and regulations regarding noise.
- H. **Inspections.** In accordance with all applicable laws and regulations, the Company shall allow inspections of the Facility by Town officials (including without limitation officials from the Police Department, Fire/EMS Department, Select Board, Board of Health, Building Department) to ensure compliance with all applicable state laws, local bylaws, and the terms of this Agreement.
- I. **Community Support.**
 - i. **Local Vendors.** To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall make every effort in a legal and non-discriminatory manner to give priority to businesses and vendors based in the Town in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility. The annual report to the Board shall detail efforts taken to comply with this provision, including specific actions taken and the results thereof.

- ii. Employment. Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts to seek out and employ Town residents and veterans of the armed services at the Facility. The annual report to the Board shall detail efforts taken to comply with this provision, including specific actions taken and the results thereof.
- iii. Cooperation. The Company shall work cooperatively with all necessary Town departments, boards, commissions, and agencies ensure that Company's operations are compliant with all of the Town's codes, rules, and regulations.
- iv. Community Impact Hearing Concerns. The Company agrees to employ its best efforts to work collaboratively and cooperatively with any neighboring businesses and residents to establish, if requested by the Town, written policies and procedures to address mitigation of any reasonable concerns or issues that may be raised at the Company's required Community Outreach Meeting or arise through the Company's operations of the Facility; said written policies and procedures, as may be amended from time to time by the Company, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

J. Reporting.

- i. Annual Report. No later than July 31 of each year, the Company shall submit a report to the Town certifying the gross revenue from the preceding fiscal year, along with proof of the Company's approved annual renewal from the CCC.
- ii. The Annual Report shall specify the CIF Payment as calculated under Section III.A and shall be prepared by a Certified Public Accountant in accordance with generally accepted accounting principles. The Annual Report shall also include a summary of the Company's compliance with each terms of this Agreement. At the request of the Select Board, the Company shall appear at a public meeting to discuss the Annual Report.
- iii. CCC Documentation. Throughout the year, the Company shall provide the Town with copies of all reports submitted to the CCC regarding the operation of the Facility, including, but not limited to, security audit reports. Reports shall be provided within five (5) calendar days of submission to the CCC, which shall be exempted from public disclosure to the maximum extent permitted under the Massachusetts Public Records Law.

- K. **Financial Records.** The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon a reasonable request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is

required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility. During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon the reasonable request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records solely for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

- L. **Other Laws and Regulations.** The Company agrees to comply with all state and local laws, rules, regulations and orders applicable to the Site and the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of construction, operation and renovation of the Site and the Facility.

IV. THE TOWN'S OBLIGATIONS

- A. **Zoning Certification Form.** The Town agrees to execute a certification of compliance, or ability to comply, with applicable local bylaws relating to the Company's application for a CCC Marijuana Cultivator License at the Facility, where such compliance has been properly demonstrated, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special Permit or other zoning application or a Select Board license application submitted by the Company, in any particular way other than by the Town's normal and regular course of conduct, subject to applicable statutes, regulations, rules, guidelines and procedures.
- B. **Community Support Obligations.** The Town agrees to use its best effort to work with the Company to help advise the Company on its community support.

V. MISCELLANEOUS TERMS

- A. **Term and Termination.** This Agreement shall take effect on the day above written and shall continue in effect for five (5) years. This Agreement shall apply to the [USE] license as well as any expansions of the license. If the Company seeks a new license

type, the parties agree to negotiate an extension, amendment or separate agreement. The Town may terminate this Agreement upon the occurrence of any of the following:

- i. The Company fails to diligently pursue licensure;
- ii. The Company fails to obtain, and maintain in good standing, any and all necessary licenses and permits for the Facility;
- iii. The Company ceases to operate a Marijuana Establishment at its proposed location;
- iv. The Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured with reasonable written notice from the Town for thirty (30) calendar days; or
- v. The Company fails to comply with any other term of this Agreement, its Final License from the CCC, any permit or license issued by the Town, or any other state or local law.

B. Payments Upon Termination of the Agreement.

- i. The Company shall be responsible for the pro-rated portion of the CIF Payment due, as well as any other payment required under Section III. Payment shall be made within thirty (30) calendar days from the date of termination.
- ii. The Town shall not be required to refund any CIF payments made by the Company to the Town prior to termination of the Agreement, provided however that unused escrow payments in the negotiation thereof, shall be refunded.

C. Survive Termination. Upon termination or expiration of this Agreement, the Company's obligations with respect to fees payable hereunder, in accordance with Section III.A, Section III.C, Section III.D, and Section V.B, and such other provisions that by their nature are intended to survive termination, shall survive the termination or expiration of this Agreement.

- D. **Successors/Assigns.** The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign its obligation to pay any of the monies payable under this Agreement, except by and with the written consent of the Town which shall not be unreasonably withheld, delayed or denied. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other. Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company do not maintain a controlling equity interest; (iv) any assignment for the benefit of creditors; and/or (v) any other assignment not approved in advance in writing by the Town, provided that the Company may assign this Agreement and its rights and obligations hereunder in connection with any of the foregoing if the successor or transferee assumes the Company's obligations under this Agreement.
- E. **Governing Law.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be in the courts of Worcester County.
- F. **Amendments and Waiver.** Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.
- G. **Severability.** If any provision of this Agreement shall be found invalid for any reason in a court of competent jurisdiction, such invalidity shall be construed as narrowly as possible, and the balance of the Agreement shall be deemed to be affected to the minimum extent necessary, so as to secure to the parties the purposes thereof.
- H. **Successors/Assigns.** This Agreement is binding only upon the parties hereto. Neither the Town nor the Company may assign or transfer any interest in the Agreement except in accordance with the provisions of Section V(D). A new host community agreement must be executed with any new owner of the Facility. The Company understands that if there are any changes to ownership prior to the licensing by the CCC or other state licensing or monitoring authority as may be required by state law, the town may unilaterally declare the Agreement null and void, effective immediately, and shall notify the state of these actions.
- I. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

J. **Notices.** Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town:

Select Board
Templeton Town Hall
160 Patriots Road
East Templeton, MA 01438

To Licensees:

Royal Sun Cannabis LLC
69 Gardner Rd
Hubbardston MA 01452

Bud Runner LLC
1 N Main St
Templeton, MA 01438

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

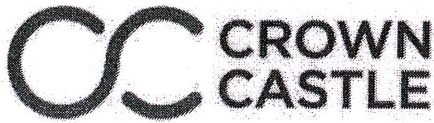
TOWN OF TEMPLETON
By its Select Board

Royal Sun Cannabis LLC
By Damon Schmidt

Bud Runner LLC

By Damon Schmidt

5.m.



200 Spectrum Center Dr,
Irvine, CA 92618

Phone: (480) 735-6948
Email: Angie.Ghobrial-
Amer.Contractor@crowncastle.com
www.crowncastle.com

October 1, 2021

VIA FedEx
Tracking number:

TOWN OF TEMPLETON
BOARD OF SELECTMEN
160 PATRIOTS ROAD
PO BOX 620
TEMPLETON, MA 01438

Re: BU 806623 / "BOS TEMPLETON 959088" / 23 Johnson Ave, TEMPLETON, MA 01468 ("Site")
Lease Agreement, dated October 9, 2009, as it may have been amended and assigned ("Lease")
Consent for modifications

Dear TOWN OF TEMPLETON,

In order to better serve the public and minimize the amount of towers in an area where this property is located, Verizon Wireless intends to modify its equipment at the wireless communication facility (the "Modification").

Please provide your consent **on or before October 31st, 2021** by signing below and returning one original to the address indicated above so that we may install Verizon Wireless's equipment as permitted under the Lease. Pursuant to Section Paragraph 7 of the Lease, if you do not respond within 30 days, the modifications shall be deemed approved.

Please see the enclosed supplemental materials, as may be required by the Lease. A prepaid envelope is included for your convenience. If you have any questions concerning this request, please contact Angie Ghobrial-Amer at (480) 735-6948 or Angie.Ghobrial-Amer.Contractor@crowncastle.com

Sincerely,

Agreed and accepted _____
(Date)

Angie Amer
Angie Ghobrial-Amer
Real Estate Specialist

(Lessor's signature)

(Lessor's name and title)

The Foundation for a Wireless World.

TOWN OF TEMPLETON

October 1, 2021

Page 2

[Enclosures]

P.S. Please indicate below if you are interested in learning more about removing the obligation for you to sign these consent letters and receive a notice letter instead.

☐ (check here) Yes, I'm interested in learning more.

WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

VERIZON SITE NUMBER: 683908

VERIZON SITE NAME:

SITE TYPE:

TOWER HEIGHT:

BUSINESS UNIT #: 806623

SITE ADDRESS:
LADDER HILL ROAD
TEMPLETON, MA 01468

SELF SUPPORT TOWER

135'-0"

VERIZON FUZE PROJECT #: 16242262

USA INC. BOS TEMPLETON 959088

SITE NAME:	LADDER HILL ROAD	
SITE ADDRESS:	TEMPLETON, MA 01468	
COUNTY:	WORCESTER	
MAP/PARCEL #:	EXISTING	
AREA OF CONSTRUCTION:	42° 33' 20.1996" N (42.558117°)	
LATITUDE:	72° 03' 04.6008" W (72.051278°)	
LAT/LONG TYPE:	NAD83	
GROUND ELEVATION:	1166.0	
CURRENT ZONING:	TBD	
JURISDICTION:	CITY OF WORCESTER	
OCCUPANCY CLASSIFICATION:	U	
TYPE OF CONSTRUCTION:	U	
AD.A COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION	
PROPERTY OWNER:	GROWN CASTLE 10166053	
TOWER OWNER:	GCAT1,LLC 2000 CORPORATE DRIVE CANONSHURB, PA 15117	
CARRIER/APPLICANT:	VERIZON WIRELESS 180 WASHINGTON VALLEY ROAD BEDMINSTER, NJ 07921	
ELECTRIC PROVIDER:	TBD	
TELECOM PROVIDER:	TBD	

PROJECT TEAM

AKS FIRM	GROWN CASTLE USA, INC. GROWN CASTLE CONANSHURG, PA 15117 GROWN.AAPPROVAL@GROWNCASTLE.COM
GROWN CASTLE USA, INC. DISTRICT CONTACTS	12 GIL STREET, SUITE 8600 WOHLN, MA 01801 TTD - PROJECT MANAGER .. TTD - CONSTRUCTION MANAGER
VERIZON CONTACT	ANDREW LEONE ALEXON@STRUCTURECONSULTING.NET

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1	SITE PLAN
C-2	TOWER ELEVATION & ANTENNA PLANS
C-3	EQUIPMENT SCHEDULES
C-4	EQUIPMENT DETAILS
C-5	EQUIPMENT DETAILS
C-6	PLUMBING DIAGRAM
G-1	GROUNDING DETAILS
G-2	GROUNDING DETAILS

ALL DRAWINGS CONTAINED HEREIN ARE FORMAITTED FOR 11X17. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

APPROVALS

SIGNATURE _____
DATE _____

CONTRACTOR PMI REQUIREMENTS

PMI ACCESSED AT
SMART TOOL VENDOR
PROJECT NUMBER
V2W LOCATION CODE (PSL-C)
6039-Z0001-C
683708

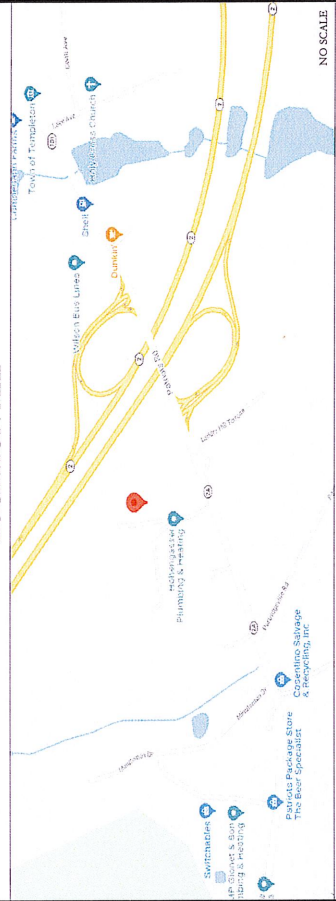
*** PMI AND REQUIREMENTS ALSO EMBEDDED IN MOUNT ANALYSIS REPORT

COUNT MODIFICATION REQUIRED

V2W APPROVED SMART KIT VENDORS

REFER TO MOUNT MODIFICATION DRAWINGS PAGE FOR
V2W SMART KIT APPROVED VENDORS

LOCATION MAP

[illegible]

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY

- REMOVE (3) ANTENNAS
- INSTALL (9) ANTENNAS

GROUND SCOPE OF WORK:
N/A

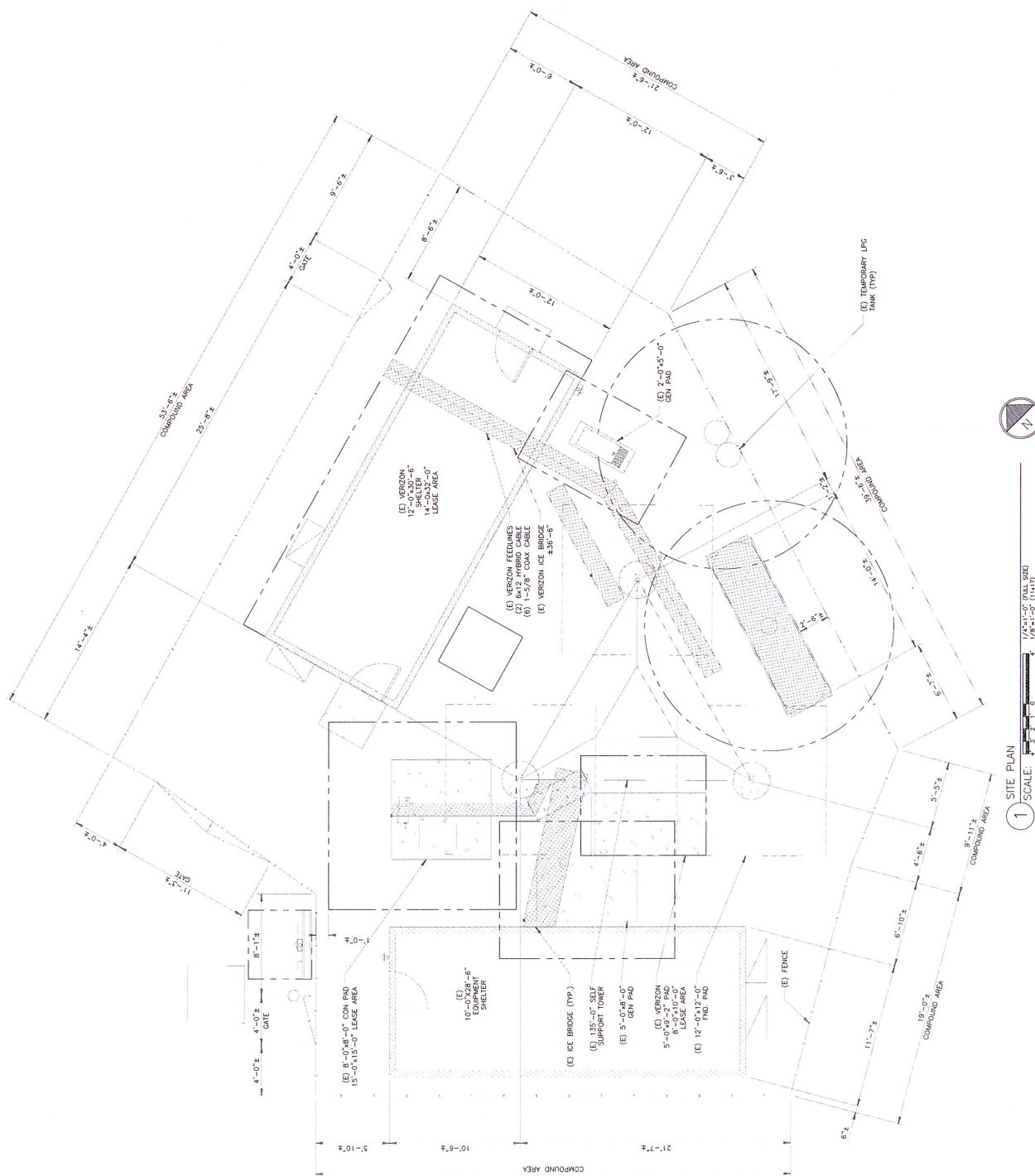
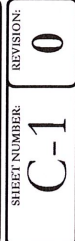
RFDS REVISION: 0
DATED: 9/1/2021
ORDER ID: 586104
REVISION: 0

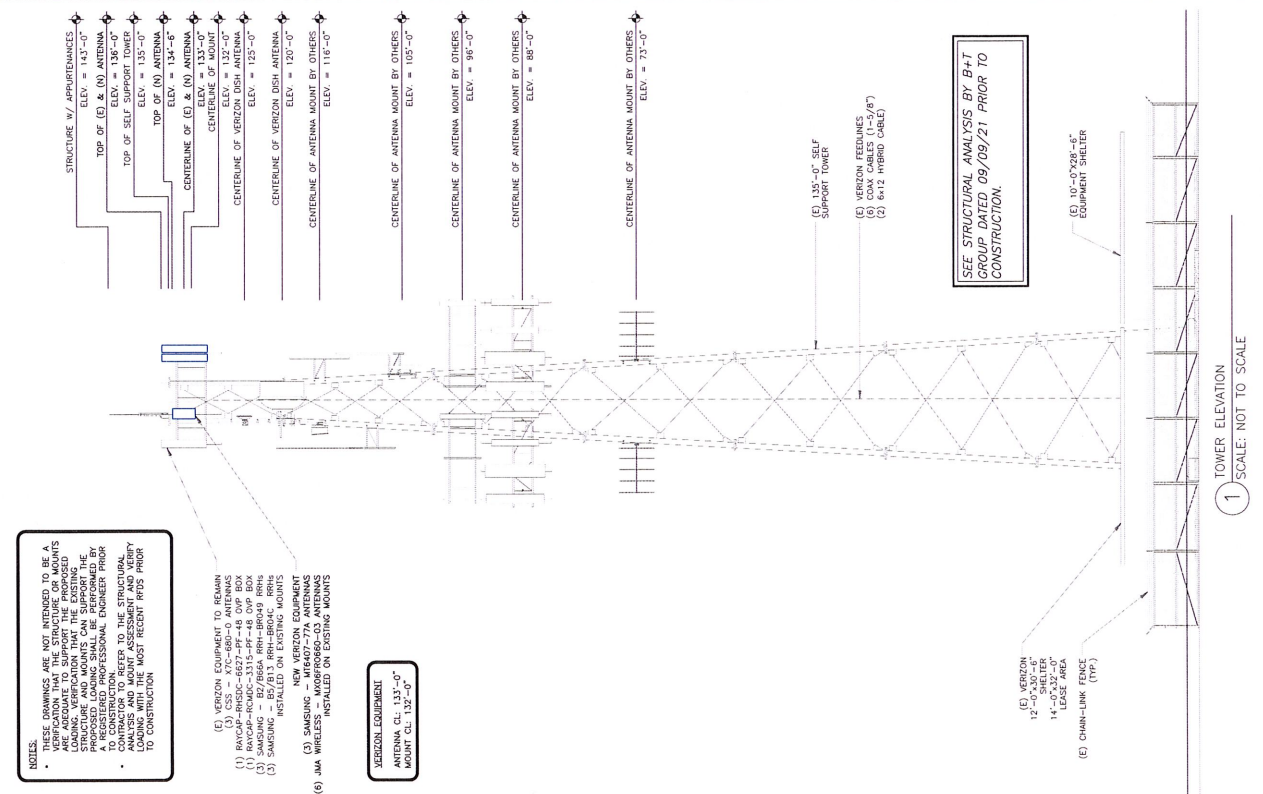
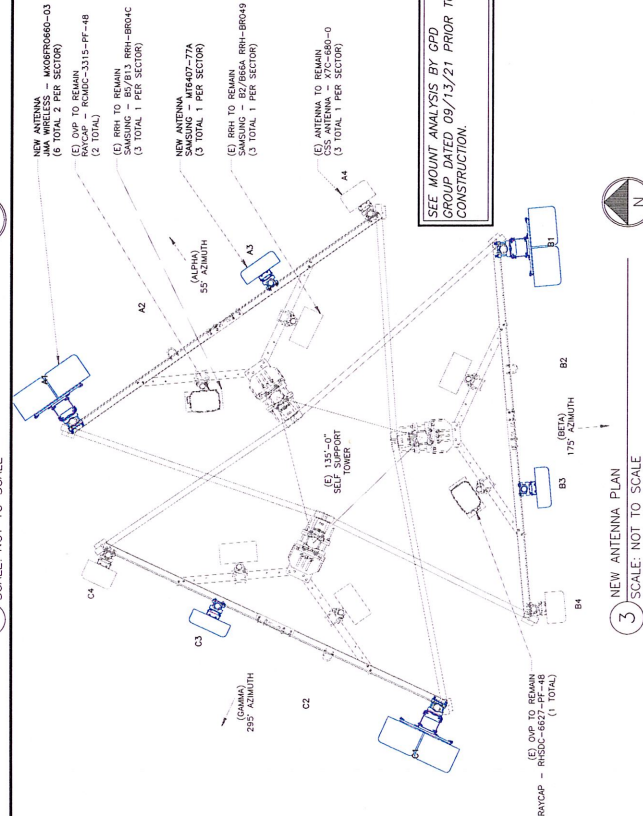
CALL MASSACHUSETTS
ONE CALL
(888) 344-7233
CALL 3 WORKING DAYS
BEFORE YOU DIG!

SHEET NUMBER: T-1
REVISION: 0

NOTE:
PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT
THE CROWN NOC AT (800) 788-7011 & CROWN CONSTRUCTION
MANAGER

[illegible]







180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921



12 GILL STREET, SUITE 5800
WOBURN, MA 01801



FROM ZERO TO INFINITY
the solutions are endless

BELLEVUE, WA 98004

VERIZON SITE NUMBER:
683908

BU #: 806623

BOS TEMPLETON 959088

LADDER HILL ROAD
TEMPLETON, MA 01468

EXISTING 135'-0" SELF
SUPPORT TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DESIGN
0	07/15/21	BCD	FINAL CDN	HL



08/22/21

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT

SHEET NUMBER

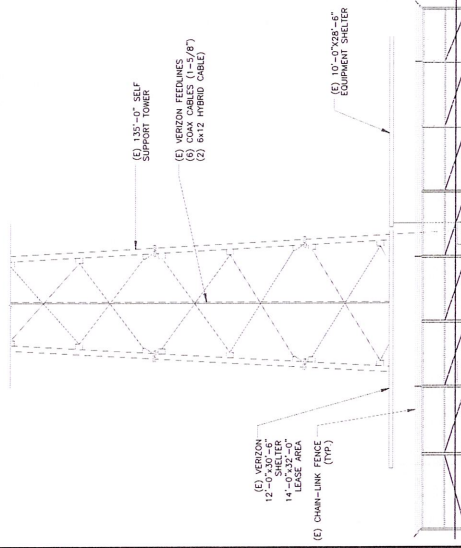
C-3

REVISION:

0

CABLE SCHEDULE

STATUS	CABLE TYPE	SIZE	LENGTH	QTY
EXISTING	COAX	1-5/8"	183'-0"±	6
EXISTING	HYBRID	1-5/8"	183'-0"±	2
EXISTING	ELLIPTICAL	-	175'-0"±	2
TOTAL CABLE QTY:				10



2 BASE LEVEL DETAIL
SCALE: NOT TO SCALE

ANTENNA/RRH SCHEDULE

SECTOR	STATUS	ANTENNA MANUFACTURER	ANTENNA MODEL	ANTENNA CENTERLINE	AZIMUTH	MECHANICAL DOWNTILT	ELECTRICAL DOWNTILT	TOWER EQUIPMENT MANUFACTURER	TOWER EQUIPMENT QTY/MODEL
A1	NEW	JMA	MOSEFRO660-03	133'-0"	55°	0'	2'/2"/2"/2'	SAMSUNG	(1) B5/B13 RRH-BR04C
A2	NEW	JMA	MOSEFRO660-03	133'-0"	55°	0'	2'/2"/2"/2'	SAMSUNG	(1) B2/B6A RRH-BR049
A3	NEW	SAMSUNG	MF6407-77A	133'-0"	55°	0'	6'	-	-
A4	EXISTING	CSS	X7C-680-0	133'-0"	55°	1'	2'	RAYCAP	RHSC-6627-PF-48
B1	NEW	JMA	MOSEFRO660-03	133'-0"	175°	0'	2'/2"/2"/2'	SAMSUNG	(1) B5/B13 RRH-BR04C
B2	NEW	JMA	MOSEFRO660-03	133'-0"	175°	0'	2'/2"/2"/2'	SAMSUNG	(1) B2/B6A RRH-BR049
B3	NEW	SAMSUNG	MF6407-77A	133'-0"	175°	0'	6'	-	-
B4	EXISTING	CSS	X7C-680-0	133'-0"	175°	1'	0'	RAYCAP	RMDC-3315-PF-48
C1	NEW	JMA	MOSEFRO660-03	133'-0"	295°	0'	2'/2"/2"/2'	SAMSUNG	(1) B5/B13 RRH-BR04C
C2	NEW	JMA	MOSEFRO660-03	133'-0"	295°	0'	2'/2"/2"/2'	SAMSUNG	(1) B2/B6A RRH-BR049
C3	NEW	SAMSUNG	MF6407-77A	133'-0"	295°	0'	6'	-	-
C4	EXISTING	CSS	X7C-680-0	133'-0"	295°	1'	6'	-	-
MW 1	EXISTING	ANDREW	HP16-65	120	150°	-	-	-	-
MW 2	EXISTING	ANDREW	P2-57W	125	300°	-	-	-	-

1 VERIZON TOWER EQUIPMENT SCHEDULE
SCALE: NOT TO SCALE



VERIZON SITE NUMBER:
683908

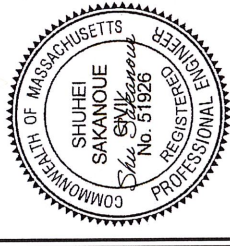
BU #: 806623

BOS TEMPLETON 959088

LADDER HILL ROAD
TEMPLETON, MA 01468

EXISTING 135'-0" SELF
SUPPORT TOWER

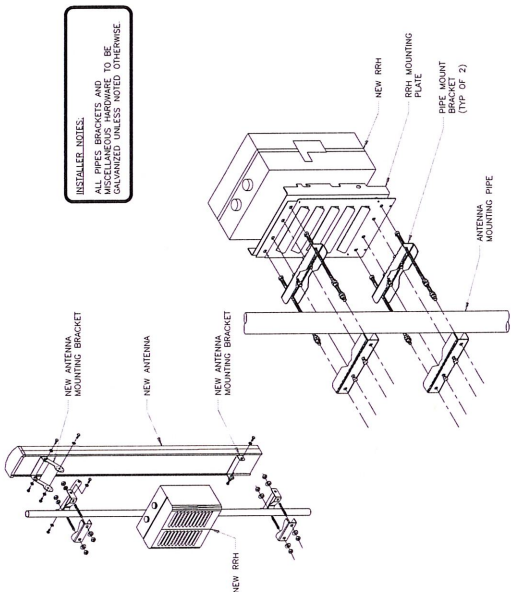
ISSUED FOR:					DESIGN
REV	DATE	BY	DESCRIPTION	FINAL CD	HL
0	07/15/21				



THIS IS A PROFESSIONAL ENGINEERING DOCUMENT.
IT IS THE RESPONSIBILITY OF THE ENGINEER TO
VERIFY THE ACCURACY OF ALL INFORMATION
PROVIDED AND TO SIGN AND SEAL THE DOCUMENT
AS A LICENSED PROFESSIONAL ENGINEER.

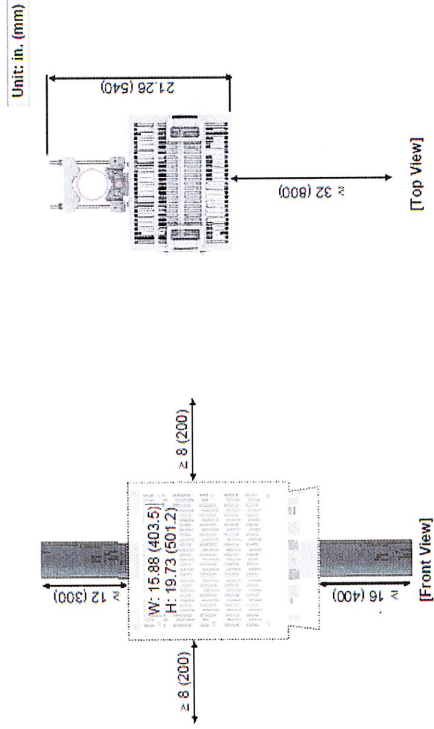
SHEET NUMBER: C-4
REVISION: 0

NOT USED
SCALE: NOT TO SCALE



ANTENNA & RRH MOUNTING DETAIL
SCALE: NOT TO SCALE

NOT USED
SCALE: NOT TO SCALE



SAMSUNG - FPKA BRACKET MOUNTING DETAIL
SCALE: NOT TO SCALE



140 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921



12 GILL STREET, SUITE 5800
WORLURN, MA 01801

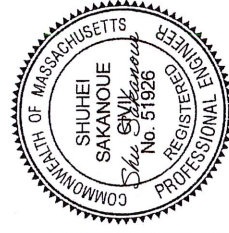


the solutions are endless
BELLEVUE, WA 98004

VERIZON SITE NUMBER:
683908

BU #: 806623
BOS TEMPLETON 959088
LADDER HILL ROAD
TEMPLETON, MA 01468
EXISTING 135'-0" SELF
SUPPORT TOWER

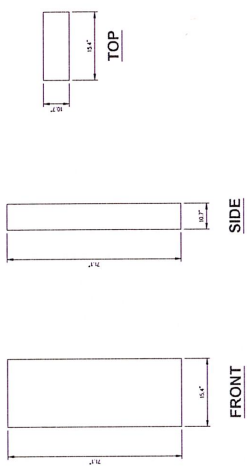
ISSUED FOR:				
REV	DATE	BY	DESCRIPTION	DESIGN
0	09/15/23	BCD	FINAL CD	HL



09/22/21
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNDER THE PENALTY OF PERJURY, TO MAKE A STATEMENT
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT

SHEET NUMBER: **C-5**
REVISION: **0**

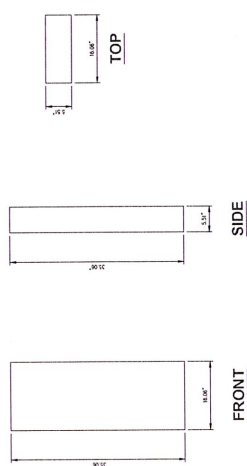
JMA WIRELESS PANEL ANTENNA (MX06FR0660-03)
DIMENSIONS, H&WD: 35.06" x 16.06" x 5.51"
WEIGHT, W/O BRACKETS: 81.57 lbs



1 JMA WIRELESS MX06FR0660-03 ANTENNA DETAIL
SCALE: NOT TO SCALE

5 NOT USED
SCALE: NOT TO SCALE

SAMSUNG PANEL ANTENNA (MT6407-77A)
DIMENSIONS, H&WD: 35.06" x 16.06" x 5.51"
WEIGHT, W/O BRACKETS: 81.57 lbs



1 SAMSUNG MT6407-77A ANTENNA DETAIL
SCALE: NOT TO SCALE

4 NOT USED
SCALE: NOT TO SCALE

6 NOT USED
SCALE: NOT TO SCALE

3 NOT USED
SCALE: NOT TO SCALE



180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921



12 GILL STREET, SUITE 5800
WOBURN, MA 01801



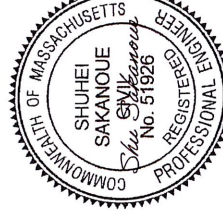
FROM ZERO TO INFINITY
the solutions are endless

BELLEVUE, WA 98004

VERIZON SITE NUMBER:
683908

BU #: 806623
BOS TEMPLETON 959088
LADDER HILL ROAD
TEMPLETON, MA 01468
EXISTING 135'-0" SELF
SUPPORT TOWER

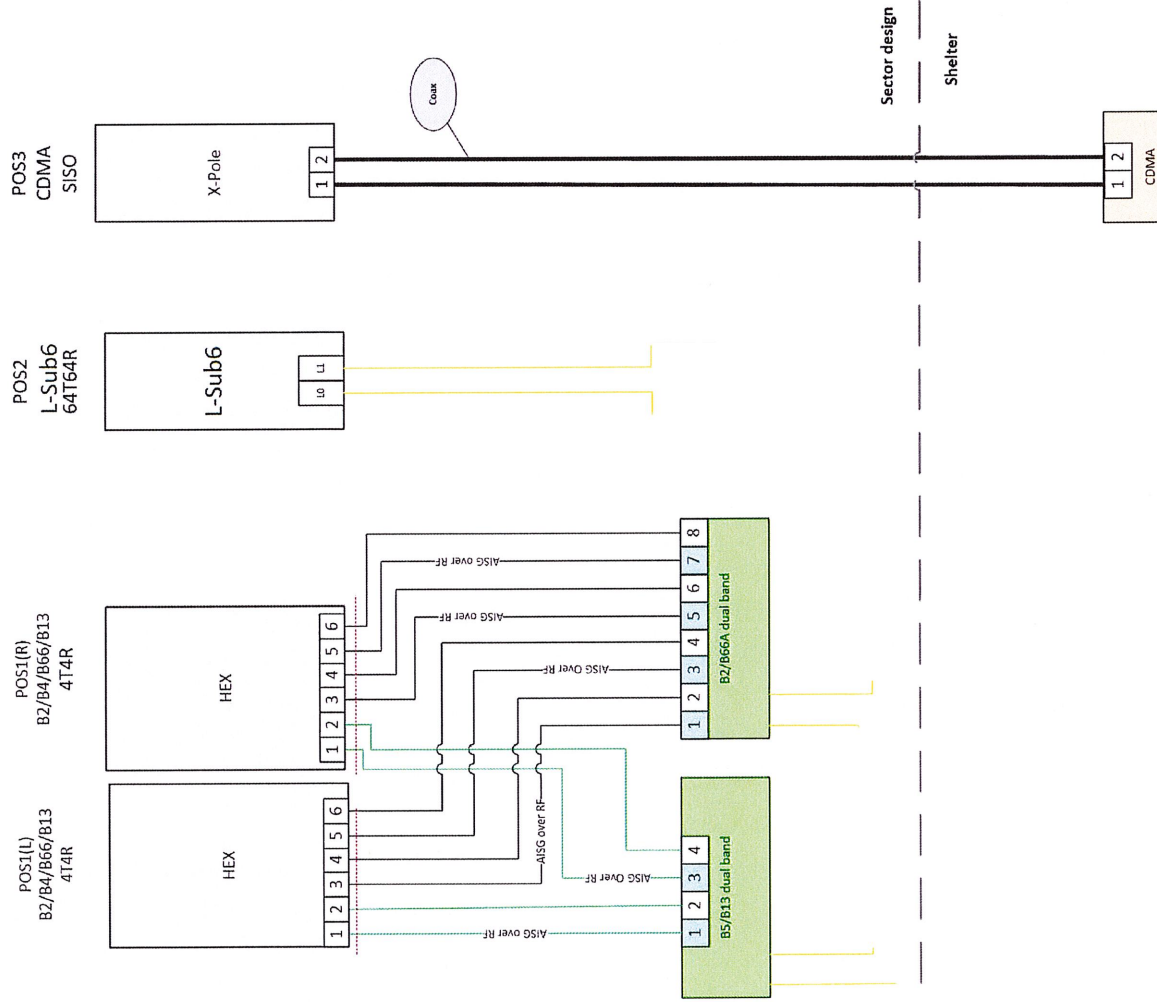
ISSUED FOR:				
REV	DATE	DESCRIPTION	DESIGN	BY
0	07/15/21	BCD	FINAL CDR	HL



08/22/21

IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS HE OR SHE IS A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT

SHEET NUMBER: **C-6**
REVISION: **0**



1 PLUMBING DIAGRAM
SCALE: NOT TO SCALE



VERIZON SITE NUMBER:
683908

BU #: 806623

BOS TEMPLETON 959088

LADDER HILL ROAD
TEMPLETON, MA 01468

EXISTING 135'-0" SELF
SUPPORT TOWER

REV	DATE	DRAWN	DESCRIPTION	DESIGN
0	09/15/21	RCD	FINAL CD	HL



08/22/21

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

SHEET NUMBER: **G-1**

REVISION: **0**

3 NOT USED
SCALE: NOT TO SCALE

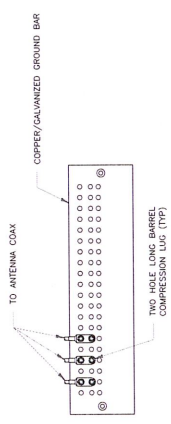
6 NOT USED
SCALE: NOT TO SCALE

2 NOT USED
SCALE: NOT TO SCALE

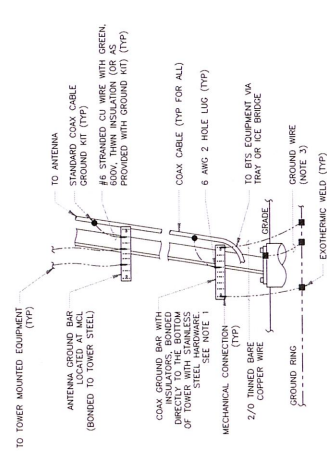
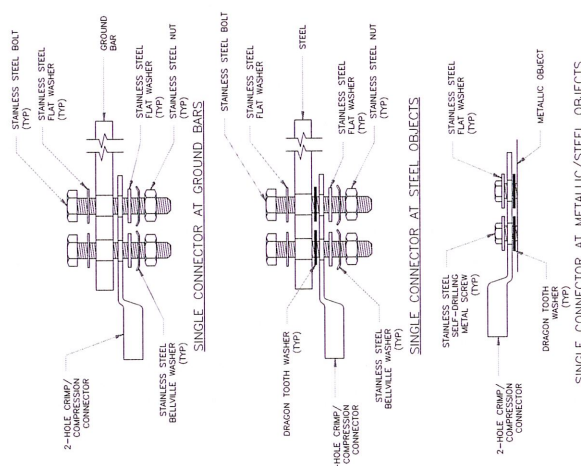
5 HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: NOT TO SCALE

1 ANTENNA SECTOR GROUND BAR DETAIL
SCALE: NOT TO SCALE

4 TYPICAL ANTENNA CABLE GROUNDING
SCALE: NOT TO SCALE



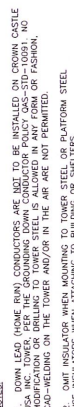
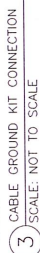
- NOTES:
1. DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
 2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
 3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO ANTENNA MOUNT STEEL.



- NOTES:
1. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER. ANTENNA TOWER SHALL HAVE GROUND KITS AT THE MIDPOINT PROVIDE AS REQUIRED.
 2. ONLY MECHANICAL CONNECTIONS ARE ALLOWED TO BE MADE TO CROWN CASTLE USA, INC. TOWERS. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
 3. ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF THE RECOGNIZED EDITION OF ANSI/TIA 222 AND NFPA 780.



5 GROUNDWIRE INSTALLATION
SCALE: NOT TO SCALE





**TOWN OF TEMPLETON
SELECT BOARD
160 Patriots Road P.O. Box 620
EAST TEMPLETON, MASSACHUSETTS 01438
TEL: (978) 894-2755**

October __, 2021

Mr. Carter Terenzini
67 Saint Moritz Drive
Moultonborough, NH 03254

RE: Letter of Understanding for On-Call Consultant Services

Dear Mr. Terenzini:

We note that the Letter of Understanding by which the Town agreed to retain your services as an “on—call” consultant to assist our Town Administrator (The “Original Letter”), pursuant to the Select Board vote on October 14, 2020 and Section 2.b. of a Second Employment Agreement dated May 8, 2019 (“Agreement”) is due to expire on October 11, 2021.

Given that several of the assigned projects include, but are not limited to, the TES debt refinancing, RAAC, Stone Bridge and the like, have a completion date that is unlikely to precede that expiration date, and given that we wish to continue to retain your services in order to further the completion of those projects and continue to avail ourselves of your knowledge and advice, the Original Letter standing first executed on October 14, 2020 is hereby amended to an extended date of October 31, 2022. To restate and revised from that Original Letter:

1. You shall be deemed an on-call consultant and are not guaranteed any minimum hours of service. Mr. Adam Lamontagne, the Town Administrator, is authorized to make the determination of necessity for such services.
2. Your compensation for such on-call consultant services shall be \$80.00/hour together with reimbursements for mileage at the then IRS approved rate, parking, tolls, and other ordinary travel and per-diem expenses as permissible under the standard personnel policies of the Town. As you will be an independent contractor for this service, no taxes or other withholding will be deducted from your pay.
3. Section 6 of your Employment Agreement of May of 2019 remains in full force and effect and survives this Letter of Understanding.
4. Either party may terminate this Letter of Understanding and the parties’ relationship at any time and for any reason upon written notice to the other.

This Letter of Understanding constitutes the entire understanding of the parties. All other understandings, agreements, and representations whether oral or written are null and void unless specifically incorporated by reference herein. The Letter of Understanding may only be amended by a writing signed by both parties. It is effective as of the date of your signature below, except for effective dates of specific provisions set forth above.

Sincerely,

Michael Currie, Chair,
Templeton Select Board

Agreed to this ___ day of October, 2021

Carter Terenzini

**AMENDMENT NO. 1
TO THE AGREEMENT
BY AND BETWEEN
TOWN OF TEMPLETON, MASSACHUSETTS
AND
NEW HOPE BIBLE CHAPEL**

THIS AMENDMENT made as of and effective on January 1, 2022, by and between the Licensee and the Town of Templeton, a Massachusetts municipal corporation, having a mailing address of Town Hall, P.O. Box 620, East Templeton, Massachusetts 01438 (the "**Town**") and New Hope Bible Chapel, having a mailing address of P.O. Box 189, Templeton, MA 01468 ("**Licensee**"), amends the LICENSE AGREEMENT for the **License to Use Premises and Operate the Food Pantry**, dated October 17, 2020.

AMENDMENT

A.) Amend "SECTION 2 - TERM", as follows:

In Section 2 (TERM) from the original Agreement delete "December 31, 2021" and insert "December 31, 2022". (to extend license agreement for one (1) year).

LIMITATIONS

All other terms and provisions of the original LICENSE AGREEMENT remain unchanged and in effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT NO. 1 as of the day and year first above written.

TOWN OF TEMPLETON

Attest: _____

By: _____
Adam Lamontagne, Town Administrator

**THE LICENSEE
New Hope Bible Church**

Attest: _____

By: _____
Robert D. Cote, Pastor/President
New Hope Bible Church

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of the later of the signature dates below (the “**Effective Date**”), is entered into by and between the Licensee of the Town of Templeton, a Massachusetts municipal corporation, having a mailing address of Town Hall, P.O. Box 620, East Templeton, Massachusetts 01438 (the “**Town**”) and New Hope Bible Chapel, having a mailing address of P.O. Box 189, Templeton, MA 01468 (“**Licensee**”).

BACKGROUND

The Town owns certain real property, together with all rights and privileges arising in connection therewith, located at 16 Senior Drive, Baldwinville, MA 01436, Massachusetts (the “**Property**”). The Licensee desires to use a portion of the Property, more particularly described in **Exhibit A**, to operate a food pantry, as described in **Exhibit B**. The Town desires to grant to the Licensee the right to use a portion of the Property in accordance with this License Agreement.

The parties agree as follows:

1. **LICENSE TO USE PREMISES AND OPERATE THE FOOD PANTRY.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements of the Licensee and the Town hereinafter set forth, and upon the following terms and conditions, the Town hereby grants a revocable license to the Licensee of approximately 1,320 (One Thousand Three Hundred Twenty) square feet of the Property and vehicle access and parking as described in **Exhibit A** (the “**Premises**”) and operate the Food Pantry as described in **Exhibit B**.
2. **TERM.** The term of this License Agreement (the “**Term**”) shall commence on November 1, 2020 and terminate on December 31, 2021, unless extended by mutual consent of the parties, or unless earlier terminated by either party in accordance with this License Agreement.
3. **USE OF THE PREMISES.** The Licensee shall use the Premises as a food pantry to the extent now and hereafter from time to time permitted under applicable laws, bylaws, ordinances, codes, rules, regulations, orders and other lawful requirements of governmental bodies having jurisdiction, and for no other use or purpose.
4. **RENT.** Base Rent for the term of this License shall be \$1.00.
5. **UTILITIES.** The Town shall be responsible to pay for heat, water, sewer, electricity, security, insurance, trash removal, and a pro rata share of real estate taxes and telecommunications.
6. **INSURANCE.** From the Term commencement date through the expiration of this License Agreement, Licensee shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth below during all times that Licensee is

operating the Food Pantry and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance:

- a. General Liability insurance covering claims for injury to persons and damage to property. Minimum Insurance Limit: \$1,000,000 per occurrence; \$2,000,00 aggregate.
- b. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- c. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage. Minimum Insurance Limits: \$1,000,000 CSL.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the License granted hereunder. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, Licensee shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, and c, above, shall name the Town as "Additional Insured" parties. Insufficient insurance shall not release Licensee from any liability for breach of its obligations under this Agreement.

7. **INDEMNIFICATION.** The Licensee shall, to the maximum extent permitted by law, indemnify and save harmless the Town, its officers, agents, volunteers, and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the Licensee's license or use of the Premises for any damage to its real or personal property that occurs in conjunction with the license or use of the Premises by the Licensee, unless the damage is caused by the Town's gross negligence or willful misconduct.

8. **TERMINATION.**

- (a) This License Agreement may be terminated at any time and for any reason by the either party upon ninety (90) days written notice to the other party.
- (b) Upon termination this License Agreement for any reason, the Licensee shall immediately, at its own expense, remove its possession from the Premises and restore the Premises to its former condition.

9. **NOTICES.** All notices, requests, approvals, demands and communications hereunder shall be given by first class certified or registered mail, return receipt requested, or certificate of mailing, or by a nationally recognized overnight courier, postage prepaid, to be effective when

properly sent and received, refused or returned undelivered. Notices shall be addressed to the parties as follows:

If to Town: Town of Templeton
P.O. Box 620, 160 Patriots Road
East Templeton, MA 01438

If to Licensee: New Hope Bible Chapel
P.O. Box 189
Templeton, MA 01468

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

10. MISCELLANEOUS.

(a) **Amendment/Waiver.** This License Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Licensee and Town. No provision may be waived except in a writing signed by all parties.

(b) **Entire Agreement.** This License Agreement and the exhibits hereto, all being a part hereof, constitute the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements with respect to the subject matter of this License Agreement.

(c) **Governing Law.** This License Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to conflicts of law.

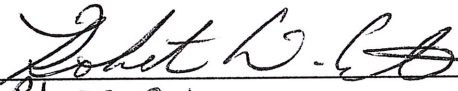
(d) **Severability.** If any provision of this License Agreement shall be declared to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall be construed as narrowly as possible and the balance of this License Agreement shall be deemed to be amended to the minimum extent necessary to provide to the parties substantially the benefits set forth in this License Agreement.

(e) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions of this License Agreement; (ii) use of the term "including" shall be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this License Agreement, except as otherwise stated in this License Agreement or as same may be duplicative, such consent shall not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this License Agreement and are incorporated by reference into this License Agreement; and (v) use of the terms "termination" or "expiration" are interchangeable.

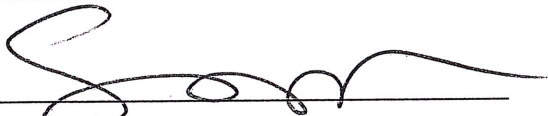
[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate as of the date first written below.

LICENSEE

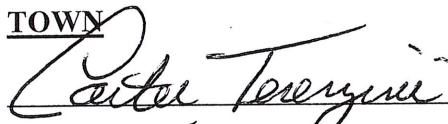

Robert Cote

WITNESS

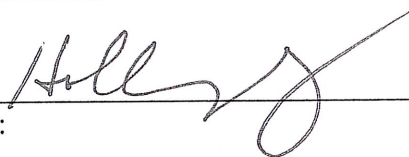

By: Emily Hicks

Date: 10/17/20

TOWN


By its Town Administrator
Name Carter Terenzini

WITNESS


By:

Date: 10/17/20

EXHIBIT A

DESCRIPTION OF THE PROPERTY AND THE PREMISES

The property consists of approximately 1,320 (One Thousand Three Hundred Twenty) square feet, measuring approximately 22' by 60' and housed on the lower level of the Templeton Senior Center building at 16 Senior Drive, Baldwinville, MA; to include the use of shelving, refrigerators, freezers, tables, and chairs currently in the Food Pantry.

EXHIBIT B

OPERATION OF FOOD PANTRY

Included with the license to operate the Food Pantry are the following:

1. Access to monetary donations made to the Town's Food Pantry as of the date of execution of this Agreement. Licensee shall provide proof of expenditures, reasonably acceptable to the Town, which may be reimbursed by the Town from available donations.
2. Any additional monetary donations made to the Town for the benefit of the Food Pantry will be provided to Licensee to be expended on the Food Pantry operations upon receipt of proof of expenditures, reasonably acceptable to the Town, which may be reimbursed by the Town from available donations.
3. Licensee shall be entitled to use all fixed and moveable improvements within the Premises, including shelving and storage cabinets, refrigerators, freezers, tables, and the like.
4. All food stuffs in supply as of the date of execution of this Agreement.

The Licensee shall operate and maintain the Food Pantry in accordance with the Town's policies and requirements, including, but not limited to, the following:

1. Licensee shall ensure that the Food Pantry meets both Town of Templeton and Commonwealth of Massachusetts regulatory and license requirements.
2. Licensee shall demonstrate an ability to meet all conditional requirements of the Town.
3. Licensee shall ensure that the Food Pantry satisfies the goals of the Town of Templeton.
4. Licensee shall operate the Food Pantry at least three (3) days per week and a total of at least eleven (11) hours per week.
5. Licensee shall operate the Food Pantry outside of normal business hours for at least five (5) hours each week.
6. Licensee's anticipated schedule of operation will be Tuesday 9:00 am – 12:00 pm, Thursday 12:00 pm – 3:00 pm and 5:00 pm – 7:00 pm. Saturday 12:00 pm – 3:00 pm. Licensee's schedule may be changed by Licensee after providing the Town with at least 30 days' notice.
7. Licensee shall not:
 - a.) Require advance appointments for users;
 - b.) Limit the service to residents of Templeton; or
 - c.) Require income verification or impose income limits.Provided, however, the licensee may request permission not to be unreasonably withheld, at least 30 days prior to implementing any change to the foregoing.
8. Licensee shall provide the Town with a quarterly and annual report on: (a) the estimated number of families and unique users being assisted by the Food Pantry; (b) the quantities of foodstuffs distributed; and (c) donations received and expended.
9. Licensee shall create, within ninety (90) days of execution of this Agreement, and maintain a website and informational brochure about the Food Pantry.



Introducing MIIA Health Benefits Trust Wellness Grant

“A Great Place to Work” Overview

What is the MIIA Health Benefits Trust “A Great Place to Work” grant initiative?

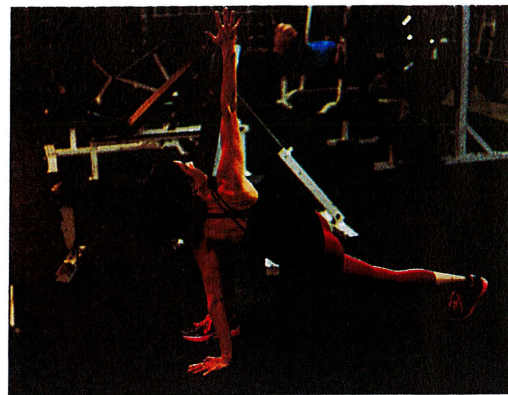
This grant provides MIIA Health Trust members with resources for creating and maintaining great places to work. Member groups interested in investing in projects and/or equipment that promote a well workforce and a healthy work culture may apply for funds to assist in procuring these initiatives. We encourage member groups to apply for projects that focus on building a supportive culture and that target specific needs of their respective departments and schools.

What may be funded through the Wellness Grant? These are just a few examples.

- Healthy vending machines or refrigerators (delivery and restocking)
- Chronic disease prevention program
- Fitness equipment
- Funds for building fitness center, outdoor parks, etc.
- Creating relaxation spaces including equipment
- Member group internal incentive program
- Water coolers
- Personal training with fitness trainer
- Leadership trainings
- Community gardens, garden beds, campus trees and outdoor/indoor plants
- Community Supported Agriculture shares
- Bikes and bike racks for shared bike programs
- Adjustable desks or risers

Why has the Health Trust made this opportunity available?

- Member groups that want to invest in projects that promote health and wellbeing for their own employees often need assistance with funding. MIIA can assist by awarding funds to help toward payment of these projects.
- The grant program supports our “Great Place to Work: Safe and Well” initiative.



Goals

- Further enable employees and their families to live healthier, more productive, and vibrant lives.
- Support community partnerships and good will.

Funding

- The Health Trust awards up to one million dollars in wellness grants annually.
- Groups may apply for more than one grant per year as long as the dollar amount does not exceed their total annual eligible amount.
- **Grant level tiers:** \$5K for 1-50 subscribers; \$7,500 for 51-150 subscribers; \$10K for 151 – 300 subscribers; \$15K for 301 – 450 subscribers; and \$20K for 451 or more subscribers.

Who can apply?

- Any Health Trust member group may apply for a wellness grant.

Guidelines and requirements

- See the attached application.

“Great Place to Work: Safe and Well”

Grant Application

This wellness grant provides MIIA Health Trust members with resources for creating and maintaining a workplace that improves employees' wellbeing. Member groups interested in investing in projects/ equipment that promote a well workforce and a healthy work culture may apply for funds to assist in procuring these initiatives. We encourage member groups to apply for projects that build a supportive culture and target the specific needs of their respective departments/schools.

Guidelines

1. The deadline for application submission is February 1, 2022 subject to fund availability.
2. MIIA Health Trust members may apply for a grant of \$5K (1-50 subscribers), \$7,500 (51-150 subscribers), \$10K (151 – 300 subscribers), \$15K (301 – 450 subscribers), or \$20K (451 or more subscribers). Contact your MIIA Health Trust Wellness Representative to initiate grant discussion.
3. Grants may not be retroactive for an activity completed or in progress, or equipment previously purchased.
4. The Health Trust funded portion of the grant projects must be completed and invoices submitted to MIIA by May 27, 2022.
5. Grant funds must be used to cover the initial purchase of only the items identified in the grant application. We do not pay any subsequent on-going fees to maintain equipment (where applicable).
6. Members are not eligible for the same grant as received the previous year unless approved by the Health Trust Wellness Manager.
7. Attach a detailed vendor estimate for each requested item or service.
8. Two signatures are required: Chief Municipal Officer and Chief Procurement Officer attesting that all state and local purchasing regulations and guidelines are followed.

9. Groups may apply for more than one grant per year as long as the dollar amount does not exceed their total annual eligible amount. See #2 above for grant tiers.
10. Funds will be allocated on a first come first serve basis.
11. Leftover funds will not roll over to the next fiscal year.
12. Items that are expressly excluded include: travel expenses, wages including overtime, and software renewal annual costs. All submissions will be reviewed by the committee before being approved.

Application Submission, Review, Notification, and Invoicing

Please email your completed application along with answers to the following questions to Jayne Schmitz, MIIA Health Trust Project Manager at jschmitz@mma.org. Deadline for all submissions is February 1, 2022.

Health Trust management will confirm receipt of your application. All grant applications will be thoroughly reviewed on a first come first serve basis and notification will be sent by Jayne Schmitz within 14 business days.

Due to budgeting requirements, grants MUST be invoiced or paid by May 27, 2022.

Grant Disbursement Options

- **Option 1** – The Health Trust pays vendor directly upon receipt of invoice from member. Vendor tax ID number must be included with all invoices.
- **Option 2** – The Health Trust will reimburse the member upon receipt of a copy of the front and back of a canceled check and a copy of the vendor invoice. If you have installment invoices for program implementation, it requires that submitted invoice(s) provide appropriate detail, i.e. 4 hours at \$100/hour= total \$400 - John Smith installed 4 new bike machines in the police and fire stations gyms.

Please note that a grant submission does not guarantee a grant award.

Application Questions

You must address each question. Be specific and thorough with your answers to these questions. If you need more space for extended feedback, please attach a separate document.

1. How will this grant be used to continue or enhance the health and wellbeing of your employees?

2. Grant requests that demonstrate sustainability will be given priority. How will your project and project impact be sustainable?

3. How will you measure its success/effectiveness?

4. How many people will you reach and how will you ensure that number (or more) is sustainable?

5. Who is/are the vendor(s) you have chosen to do the services or provide the equipment? Why did you choose this/these vendor(s)?

6. Who will be your point person to manage the project with The Health Trust?

7. Dollar amount for project (please list all services/items with their costs, along with total project cost)

MIIA Member Group: _____

Date: _____

Contact: _____

Department: _____

Phone: _____

Email: _____

Chief Municipal Officer: _____

Chief Procurement Officer: _____

By signing and submitting this application, I (we) attest that all applicable state and local purchasing regulations and guidelines have been followed.

5.8.

Wiita, Laurie

From: Jennifer Smith <jenrobertson321@gmail.com>
Sent: Thursday, September 9, 2021 11:53 AM
To: Wiita, Laurie
Subject: Fence Dispute Between Neighbors
Attachments: Gmail - Fence.pdf; fulltext_stamped.pdf

Hi Laurie,

It's been a glorious few months of finally owning this home and not needing to tackle sticky legal issues but, alas, that hiatus has come to an end for me.

I need to know who to talk to about fences. :-)

Our neighbors, the Symonds, installed a fence along the property line between 138 Farnsworth (our home) and 142 Farnsworth (their home) almost 5 years ago after we had signed the purchase and sale agreement. At that time, the fence was installed to "keep the builders off their property". We tried to get our builder to do something about it but, with everything going on, they never did. The fence is a chainlink fence and (1) has the chain installed upside-down with the sharp points sticking up at the top (2) Uses old, poor quality chain with large gaps in the chain, distorted chain, and many sharp pieces sticking out and (3) the poles are poorly installed and coming apart. Recently, when the Symonds had a dead tree removed on their side of the property line, that tree company knocked over several of their poles and dented another. Not once since the fence was partially installed have the Symonds made any attempt to fix or finish the fence.

Now that we are homeowners and in a position to offer to pay for a mutually agreeable fence, I reached out to Chris Symonds with the offer to cover the costs of a mutually acceptable fence as the fence is entirely in view of our property and not at all viewable from their home or even their driveway. Their fence directly impacts the curb appeal and value of our home. Frankly, our preference, as initially indicated, would actually be for no fence at all, but where we have to see the fence, we felt it was our responsibility to pay for a different one if we wished for a different aesthetic.

Unfortunately, Chris has (though I've made one final attempt) refused to cooperate in this - insisting that their unfinished, poorly constructed fence stay and offering that we can just install our own property line fence on our side. Though she's offered that Dave can come and fix the fence, they have not made any attempt to do this in almost 5 years. At this point we are not interested in that solution - the original installation was made with broken, used, rusty parts. Maintenance is not the core issue here. That email exchange is attached.

Here are photos and videos of the fence as it stands today: <https://drive.google.com/drive/folders/1SwibzVkWUgfBL22ZyNsxAM4gdGLOhQ-X>

Outside of the damage caused by the tree company, I have documentation showing that the fence was in this same state nearly 5 years ago when it was first installed. Additionally, according to the several surveyors who looked at our property related to the conservation restriction, parts of the fence are on our property and boundary pins have been moved extending their property and shortening ours. If I have to go down this road, I will.

Does the town have any mechanism for mediating these things between neighbors? I found this on your website, but it did not give me much confidence: <https://www.templetonma.gov/building-department/faq/storage-shed-and-fence-info>. In contradiction to this, I also found the document attached detailing Massachusetts laws regarding fences that seem to indicate the Symonds should have to work with us on any fencing along the property line.

I hate to be bringing this to you and I was so hopeful this was something I could just work out with the Symonds - even to the point of offering to foot the bill. I truly don't understand their attachment to a decrepit fence that only we have to look at. Any guidance on what we can do here?

Thanks,
Jen



Jennifer Smith <jenrobertson321@gmail.com>

Fence

5 messages

Jennifer Smith <jenrobertson321@gmail.com>
To: Chris Symonds <symonds142@gmail.com>

Mon, Sep 6, 2021 at 11:01 AM

Hi Chris,

We wanted to reach out about the chain link fence. I remember you said you originally put it up to keep the builders off your side of the property. Is a fence still important to you? If so, we'd be happy to investigate alternate options like a post and rail style as chain link isn't really the aesthetic we're aiming for. ☺ If not, we'd be happy to take down the pieces so we can return them to you.

Hope you're having a lovely long weekend.

Best
Jen

Chris Symonds <symonds142@gmail.com>
To: Jennifer Smith <jenrobertson321@gmail.com>

Wed, Sep 8, 2021 at 11:16 AM

Hi Jen,

Sorry for the delay - busy day yesterday. Thanks for the offer to help; however, the fence is still important to us and we would like it to stay on our property. Feel free to put a fence you deem appropriate on your property. If you need Dave's help to mark out the actual line, let us know. We have a beautiful cedar fence here where I work....just a thought! Hope all is good with the school committee and the kiddos are loving school!

Chris

[Quoted text hidden]

Jennifer Smith <jenrobertson321@gmail.com>
To: Chris Symonds <symonds142@gmail.com>

Wed, Sep 8, 2021 at 1:25 PM

Hi Chris,

No worries at all! Darren is loving 3rd grade and Avery just learned how to ride her bike without training wheels so it's been an exciting week. Rowan, our oldest, is gearing up for fall baseball. It's going to be a fun and busy fall!

Thank you for being honest with me about your need for a fence. We understand your feelings and need for privacy. We do have significant concerns about the chain link fence - it has been in significant disrepair since it was installed including holes in the chain, chain wires sticking out, and poles falling down. Not owning the property until just this year, we didn't feel like we really had a right to bring it up with you. I'm hoping we can now work out something that would be mutually agreeable.

We are happy to support the cost of installing a fence that would be mutually acceptable to both of us as it would be right on the property line. Could this perhaps be something we work out together, understanding your need for marking the property line and our desire to have a safe, properly installed fence that would positively increase the curb appeal of our home?

Thanks,
Jen

[Quoted text hidden]

Chris Symonds <symonds142@gmail.com>
To: Jennifer Smith <jenrobertson321@gmail.com>

Thu, Sep 9, 2021 at 10:03 AM

Good Morning Jen,

Kids are such a blessing - enjoy every minute of them....soon they are all grown and off on their own haha!

I am sorry you have waited this long to voice your concerns about the fence. I would have addressed it if you brought it up as you did with the dead tree on our property that caused you concern - so we had it removed. I will have Dave do inspection and repairs over the next few weeks.

There is a simple solution to this - you want a properly installed fence that would positively increase the curb appeal of your home, so feel free to put one up on your property - that is your right. You can even put it on the property line as ours is not on the line (close but not cigar). We don't have a problem with that either. The beauty of being a homeowner is that you get to do certain things to your home that you feel makes it more of a home - women's touch as they say. I am sure you have good ideas as well as good taste and there are many designs out there. As I mentioned, we have a cedar fence at my office that is beautiful. Some of the homes we take care of use that white plastic fence which is also stunning. You get to choose.

I am sorry but Dave and I are not interested in a joint fence venture. Again, if you need any help with location, just let us know.

Thanks for understanding.

Chris

[Quoted text hidden]

Jennifer Smith <jenrobertson321@gmail.com>

Thu, Sep 9, 2021 at 10:49 AM

To: Chris Symonds <symonds142@gmail.com>

Hi Chris,

I want to make one more attempt here - we have to look at the fence, you do not. The fence is in view of our home, not yours. When we take pictures of our kids playing on our property, of the animals that visit us, of our home, your fence is in them.

As this is a boundary fence, this should be something we agree to together and, it being in view of our home and something we are happy to incur the costs to support, should be something we come to a decision on together.

Please, in the interest of us working together as neighbors and out of respect for each of our needs, I ask you to consider taking down your fence and allowing us to install a fence that is to our liking, but ensures your property boundaries are marked.

Thanks,

Jen

[Quoted text hidden]

University of Massachusetts Amherst

From the Selected Works of Joseph S. Larson

2002

Handbook on Fence Viewers and Laws on Fences in the Commonwealth of Massachusetts

Joseph S Larson, *University of Massachusetts - Amherst*



Available at: https://works.bepress.com/joseph_larson/1/

HANDBOOK ON FENCE VIEWERS
AND
LAWS ON FENCES IN THE
COMMONWEALTH OF MASSACHUSETTS



Photograph by Robert Lord Keyes

Joseph S. Larson, Ph.D. and George F. Cramer, Esq.
Fence Viewers, Town of Pelham

**HANDBOOK ON FENCE VIEWERS AND LAWS ON FENCES
IN THE COMMONWEALTH OF MASSACHUSETTS**

Joseph S. Larson, Ph.D., and George F. Cramer, Esq.
Fence Viewers, Town of Pelham, Massachusetts

Privately Printed by the Authors
October, 2004

© 2002, 2003, 2004 by Joseph S. Larson and George F. Cramer

Copies available for purchase from:
Joseph S. Larson
27 Arnold Road
Pelham, Massachusetts 01002-9757

TABLE OF CONTENTS

	Page
Introduction and Acknowledgements	3
Chapter 1 – Background	4
History of Fence Viewers	4
Fence Viewers and the Law, Yesterday and Today	5
Chapter 2 – Summary of Current Laws Governing Fence Viewers	8
Fence Viewers, Powers, Responsibilities and Fees	8
Fences Defined	9
Fencing Common and Unenclosed Land	10
Chapter 3 – Other Massachusetts Laws Related to Fences	12
Barbed Wire Fences	12
Unauthorized Removal, Injury or Defacement of Fences, Stone Walls	12
Fencing Accidental Releases of Oil or Hazardous Material	12
Other City and Town Fencing Powers	13
Fences Along Public Ways	13
Fencing for Public Health Purposes	14
Landscape Architects, Planners and Fencing Plans	14
Fencing at Houses of Correction	14
Fencing Junkyards, Motor Vehicle Graveyards and Towing Storage Areas	14
Railroad Fencing	14
General Fencing Requirements for Public Safety and Good Order	15
Provisions for Fences as Real Property and Building Restrictions	15
Fencing for Improvement and Safety of Waterways	15
References Cited	16
Other Sources	16
Appendix – Suggested Forms for Use by Fence Viewers	
Request for Action by Fence Viewers	18
Notice of Pending Action by Fence Viewers	19
Fence Viewer Check List for the View	20
Report of Fence Viewers' Decision	21

INTRODUCTION

This handbook is intended to serve as an informal guide to the laws that pertain to Fence Viewers and fencing in general in the Commonwealth of Massachusetts. We have used two primary sources for the current Massachusetts laws. We first searched the unofficial on-line text of the Massachusetts General Laws provided on the Internet (<http://www.state.ma.us/legis/laws/mgl/>) by the State Senate. This was followed by an examination of the laws, court decisions and notes as they appear in the most recent volumes and annual supplements of *Massachusetts General Laws Annotated* (1977).

In every instance, the text describing each law consists only of a summary of the full language. Although the authors have done their best to be accurate, we have not been able to be complete. Readers must consult the original statutes or *Massachusetts General Laws Annotated* (1997) for a full and complete statement of each law and for extensive court decisions. It should also be noted that the Attorney General of Massachusetts has issued an opinion that the statutes on fences do not apply to state owned land of the Commonwealth (8 Op. Atty. Gen. 1928, p. 473).

This Handbook does not constitute legal advice. City and town Fence Viewers should consult their City Solicitor or Town Counsel if any questions arise. Other users should consult their own lawyer.

Readers should be aware that the laws change. Current supplements to *Massachusetts General Laws Annotated* should be consulted in city and town offices, public libraries, or the Trial Court Libraries.

NOTE: All text citations in *italics* within parentheses, for example, (§15), are to Sections in *Massachusetts General Laws, Chapter 49*, unless otherwise noted. Citations to other Chapters indicate both Chapter and Section.

ACKNOWLEDGEMENTS

We are most appreciative of the help given by Barbara Fell-Johnson, Head Law Librarian of the Hampshire Law Library, in the shire town of Northampton, who helped us locate historical sources on the laws on Fence Viewers and fencing. Judge Alvertus J. Morse of the Massachusetts Trial Court, Robert Lord Keyes the Pelham Town Archivist, Alden Gray a Fence Viewer in Ashfield and Jonathan Shaw of Sandwich kindly read and commented on drafts of the manuscript. The cover photograph, taken in April 1992, is of a stone wall near Quabbin Reservoir Gate 8 in Pelham, courtesy of Robert Lord Keyes. The chapter on Fence Viewers in Susan Allport's book *Sermons in Stone: The Stone Walls of New England and New York* gave us insight to our predecessors in office who served in the golden years of fence viewing. Any errors in this handbook are the sole responsibility of the authors.

Chapter 1 - BACKGROUND

History of Fence Viewers

The origin of the position of Fence Viewer in the towns of Massachusetts dates from 1647 when the Massachusetts Bay colonial government recognized that corn crops had to be protected from cattle by good fences. (*The General Laws and Liberties of Massachusetts Bay. Chapter XIX Sec 6*) The Selectmen of all Towns were ordered to ensure that fences be upheld and maintained. Fines were authorized, and the Selectmen were ordered to appoint two or more persons "...to view the common fences, of all their corn fields, to the end, to take due notice of the real defects and insufficiency thereof..." Procedures were established by which Fence Viewers were to deal with landowners, to determine who paid the costs for construction and repairs, and how to handle complaints about cattle that caused damage because they were not properly constrained.

The law regarding appointments of Fence Viewers has not been changed in any material way since 1647, or 1793, when Samuel Freeman described the duties of town officers. Although their general responsibilities, and the laws governing who is responsible for fencing and how the costs are met, have changed, many of the original colonial phrases can still be found in the current state statutes.

In his treatise on the law of boundaries and fences, Ransom (1876) reviews the laws and court decisions on fence viewers in Massachusetts. By the mid-1800's the law required adjoining parties to share in the cost of fence building and repair so long as both parties had "improved" their land. Improving in those days meant some form of product agriculture and courts had also started to rule on the fencing responsibilities of railroads. Through a series of court cases the procedures that Fence Viewers must follow in arriving at their decisions had been refined in detail. State statutes had been passed to address how orders were issued by Fence Viewers, fines, water fences, lands occupied in common and cases where the legal boundary between landowners was unknown. These statutes and rulings persist in large part in the re-codified *Massachusetts General Laws* today.

Dodge (1921), in his chapter on fences in *Corpus Juris*, reviews the fence viewer statutes and case law of many states. He states that "The duties and functions of fence viewers are judicial in their nature," citing case law in Iowa, Minnesota, New Hampshire, and Pennsylvania. Massachusetts' case law agrees (*Massachusetts General Laws Annotated Ch 49 §6 Note 2*). However, Dodge says they do not constitute a court but are regarded in some states as being analogous to appraisers, inspectors, or arbitrators. Their powers are limited strictly by statute and when they exceed those limits their determinations are void.

An important conclusion to be drawn from *Corpus Juris* is that Fence Viewers need to pay scrupulous attention to following correct procedures. Persons whose rights will be affected by decisions of fence viewers must have notice of the time and place of the proceedings. Selection of the time and place should be "reasonable." To avoid later challenges, the notice should be in writing, even if the statute does not specifically

require this. In form and content the notice needs to be explicit and complete with regard to the matters to be addressed. A written decision need not be made at the time of the “view” but it should be put in writing and delivered to all parties. An order or notice to build or fix a fence should specify a reasonable time for completion, and be specific as to which part of the fence is involved. To this end the authors have included an Appendix to this text consisting of suggested forms for use by Massachusetts fence viewers.

Ludes and Gilbert (1961), editors of *Corpus Juris Secundum*, say in §13(1) that Fence Viewers “constitute a tribunal of limited jurisdiction.” They reaffirm the judicial nature of their duties, and agree that they do not constitute a court. They add a number of observations to those in *Corpus Juris*. They note that Fence Viewers may be constrained in their scope of action by the notice, complaint, or application put to them by the person applying for a decision. In other words, Fence Viewers should not, at the viewing, take up any other issues than those described in the application for their services. This probably means that new issues revealed on the site can only be addressed after receipt of a new application and due notice given. They note that under common law a fence viewer who is related, within the fourth degree, to one of the parties is disqualified to act. Thus, appointment of more than one fence viewer in a town appears to be a basic precaution against avoidable disputes over decisions. Fence Viewers need to take an oath of office, but they have no power to settle disputes over the rights of title between different claimants of land, nor are they empowered to establish property boundary lines.

Corpus Juris Secundum reaffirms the need for Fence Viewers to pay strict attention to procedures and further states that Fence Viewers must base their determinations on personal inspection. Fence Viewers should display their appointment papers to the parties at the time of the viewing. The inspection need not be made by all the members at the same time but the determination must be made by them sitting as a board. Unless there is evidence that a Fence Viewer has refused to act, all must join in the determination. The parties in the dispute may agree to proceed in the absence of one of the Fence Viewers. Although the editors do not say so, it would appear that all Fence Viewers should be involved in each action, and if there are frequent calls for viewing, it would be wise for the Selectmen to appoint more than two Fence Viewers. However, it appears that the qualifications of a Fence Viewer who is appointed just a short time before a viewing takes place could be challenged by one of the parties.

For an interesting account of the history of Fence Viewers, and their activities over the decades, readers are directed to the chapter titled “As American as a Fence Viewer or a Town Pound” in Susan Allport’s book *Sermons in Stone*.

Fence Viewers and the Law, Yesterday and Today

By the mid 1800’s most of the land area in Massachusetts had been cleared for agriculture. Forests remained only on the highest elevations and on the most rocky and wet sites. Fences and stone walls separated the fields. Today most of the previously cleared land of Massachusetts has reverted to forest. Miles of stone walls now run under

oaks, hemlocks, and pines. The agricultural croplands that were the source of problems addressed by the early fence viewers are gone and not likely to return. Large areas of the eastern part of the state are in suburban and urban development. Fences there now serve other purposes. When fence viewers were first established each town was dependent on raising most of its own food for survival. There was an overriding public interest in maintaining separation between domestic animals and cropland. Successes in raising both were required for community survival. Erecting and maintaining fences between them helped to ensure survival and it was deemed reasonable that all parties share in the cost. If they could not agree, fence viewers were authorized to arrive at solutions that would be enforced by the courts.

But land use patterns in the eastern United States have so changed that state courts in Vermont and New York have found laws requiring adjoining landowners to share in the costs of fencing unconstitutional (*Choquette v. Perrault* 153 Vt. 45, 1989; *Sweeney v. Murphy* 334 N.Y.S. 2d 239, 1972, affd, 342 N.Y.S. 2d 70, 1973). In both the Vermont and New York cases, the fence viewers had ruled that landowners who did not have livestock had to share the cost of fencing with their neighbors who did have livestock. The courts of both states found that under today's land use patterns enforcement of the law that mandated sharing the costs no longer met any reasonable public purpose.

In a more recent case in the west, however, the Iowa Supreme Court upheld the principle of shared responsibility for fence maintenance regardless of whether a landowner on one side of the fence keeps animals and the owner on the other side does not (*Supreme Court of Iowa, No. 68/99-1186 Filed May 31, 2001*). In this case two livestock farms had demanded that their non-livestock neighbor maintain fences along their joint boundary. The Supreme Court's decision was rendered, despite an Iowa law (*Iowa Code chapter 169C Supp. 1997*) that holds the owner of livestock liable for damage caused by trespassing animals *unless* the animals had trespassed through a fence where damaged party had not participated in maintaining the fence under the fence viewer statute (*Iowa Code section 359A.1.*) The Iowa Supreme Court held that under Iowa law the statutory liability and the obligation to share the fencing responsibility were two different matters. In its decision the Court went further to explain their interpretation of Iowa law saying, "The fencing statute does not merely benefit livestock owners. It serves the broader public good by mediating boundary, fence and trespass disputes." And, "... the duty to maintain fences must be shared by adjoining landowners once such relief is demanded."

The poet Robert Frost may have sensed the impact of land use change in the east was to have on fencing (Lathem 1969). In his poem "Mending Wall," Frost, owner of an apple orchard, pointed out to his neighbor, owner of a pine forest, while they repaired the stonewall between them, that his apple trees would never cross the wall to eat the pine cones. The neighbor's response was, "Good fences make good neighbors." Of his neighbor Frost says:

".....I see him there
Bringing a stone grasped firmly by the top
In each hand, like an old-stone savage armed.
He moves in darkness as it seems to me,....."

These court rulings suggest that fence viewers' decisions in the eastern United States may not stand judicial review if it cannot be shown that both landowners benefit equally from adequate fencing. Massachusetts' law states "The occupants of adjoining lands enclosed with fences shall, so long as both of them improve the same, maintain fences in equal shares between their enclosures, unless they otherwise agree" (§3). "Improve" in Colonial days meant productive agriculture. Today, it may well mean demonstrated mutual benefit. For example, where adjoining owners both raise horses, the fence is at equal risk from both sides and would protect both so long as they continued to raise horses. A case might be made that both owners, and their animals, benefit equally from the protection that a fence affords. At any rate, the scope of circumstances within a fence viewer's decision to enforce shared costs appears to have been narrowed considerably.

Since Massachusetts' fence viewers are paid at a magnificent rate of five (5) dollars per day employed, we may assume that persons willing to accept the appointment may be willing to engage, as private persons, in other projects that are not within the statutory description of their positions. In Pelham, the compilation of laws for this handbook has proven valuable to the Building Inspector, who happens to serve several towns in this capacity. He receives at least two calls a week on fence issues. In many situations, fences and stone walls still mark the boundaries of land ownership, or appear to. As large tracts of land have been subdivided, wooden stakes, iron pins, pipes or other markers have been set in the walls or fence lines to show the point where a new property line departs from the old fence or wall. Wooden stakes decay and break off. Brush, fallen trees or earth from a road improvement project can cover pipes or pins. While fence viewers are not surveyors, they can often help a landowner uncover a "lost" marker or find other evidence that can help a surveyor later re-establish a point or line. A fence viewer who can read a deed and surveyor's map, and run a compass line and tape can help landowners who are trying to discover the "metes and bounds" of their land. A metal detector can be a very useful aid. Fence Viewers can often identify situations when it would be wise for a landowner to hire a surveyor. They can work with adjoining landowners to agree on a temporary fence until the true boundary can be determined.

An increasing number of towns in Massachusetts are adopting scenic road by-laws (*Ch 40 §15C*) to protect trees and stone walls when roads are repaired or widened. Fence viewers can make an inventory of the stone walls subject to this by-law for the Planning Board and Highway Superintendent. They can mark them on town maps so that all officials and landowners can be aware of them well before the start of a road project. Some towns are enacting by-laws to protect stone walls as valued parts of the town's cultural history and heritage. Some towns, like Petersham, have mapped all their stone walls. Fence viewers can assist town Historical Commissions or historical societies do a stone wall inventory. We hope that this handbook will enable Massachusetts Fence Viewers assist other town officials locate key laws when they encounter fencing issues in the course of their duties.

It should be noted again that when Fence Viewers do engage in other activities they do so as private individuals, not as town officials.

Chapter 2 – SUMMARY OF CURRENT LAWS GOVERNING FENCE VIEWERS

Fence Viewers, Powers, Responsibilities, Fees

Appointment

The city council or selectmen of each city and town are required to appoint two or more fence viewers, annually, to serve for a term of one year, and until their successors are qualified. (§1)

Powers and Responsibilities

Fence viewers have the responsibility, when requested, to settle disputes over the erection, maintenance, or repair of partition fences (§3) that separate parcels of land owned by different individuals. (§6)

Acting on Complaints

After receiving a complaint, the fence viewers must notify each party of the date and time that they intend to view the fence. They must first determine if a partition fence is necessary. (§18) If they determine that one is necessary (§4), they then determine if the present fence is insufficient, and which party is delinquent (§6, 7, 8)

Reporting Requirements

The fence viewers must inform both parties of their decisions in a written report. (§4) The report includes their direction for required repair or rebuilding. It also includes the time within which the work must be accomplished. (§4) The party that requested action by the fence viewers must take the written decision to the Town Clerk for recording and pay a recording fee of one dollar, plus an additional charge of twenty-five cents for each additional name on the record. (Ch. 262 §34, 79)

Failure of the Delinquent Party to Abide by the Fence Viewer's Decision

If the fence work is not done as required, the complaining party, after repairing his part of the fence, may proceed to repair or rebuild the part of the delinquent party. (§4, 6, 18) If the fence viewers judge the work by the complainant sufficient, the complainant may sue the other party in court for double the amount, plus interest, of the value of the cost of the delinquent party's share, plus the cost of the fence viewers' fees. The fence viewers are responsible for certifying the values involved. (§5, 7)

If the fence viewers have determined that a partition fence is required, and one of the parties voluntarily constructs the whole of the fence, or more than his fair share, the fence viewers may order the other party to pay his fair share of the costs, as determined by the fence viewers. (§8)

Disputed Division or Property Lines

If the division line between lands owned by two parties is in dispute, or unknown, the fence viewers may designate a line on which the fence shall be built, and maintained. The fence viewers may employ a surveyor to designate the line. The line established by the fence viewers, or their surveyor, shall be considered the line for maintaining a fence until such time as the true division line is determined. (§14) If the true decision line is subsequently found to be in another place, the adjoining owners must remove and rebuild the fence on the true line. The fence viewers are empowered to ensure that this work is done. (§15)

Significance of Fence Viewer Decisions and Payment for Services

Decisions rendered by fence viewers are not trivial. They are binding upon both parties and upon all succeeding occupants of the land. (§6) But a fence viewer who fails to perform any duty required by law may be required to forfeit five dollars to the town or state and be liable for damages to injured parties. (§19). Fence viewers are paid the magnificent sum of five (5) dollars per day for their time employed, but not less than one (1) dollar in any one case, paid for by the landowners involved in the case. (20)

Fences Defined

Massachusetts' Definition

An old farmer's rule of thumb is that a good fence must be "horse high, hog tight and bull strong." But Massachusetts' law is specific about what constitutes an adequate fence. Fence Viewers are given some discretion in the matter. Fences four feet high, in good repair, constructed of rails, timber, boards, iron or stone, and brooks, rivers, ponds, creeks, ditches and hedges, or other things that the Fence Viewers consider equivalent, are deemed legal and sufficient fences. (§2)

Partition Fences and Their Maintenance

In Massachusetts law the term "partition fence" means a fence that separates adjoining lands owned by different persons. As long as these fences improve the land on each side, both owners share equally in their maintenance. (§3 and see below 4, 8(see below), 18)

Fences and Water Bodies

If two properties are divided by a river, brook, pond, or creek, and there is a disagreement over making a fence, the fence viewers, upon application, view the site to determine if the water body constitutes a sufficient fence. If they decide that it does not, and that it is impractical to make a fence on the boundary line, they make a decision on the location of a fence, how it is to be maintained and how the costs are to be shared, as in other disputed situations. (§9)

Spite Fences

A spite fence is a fence, or similar structure, that exceeds six feet in height, and is maliciously erected or maintained in order to annoy the owners or occupants of adjoining property. The injured party may sue in court for damages under *Ch. 243 §21*.

Water Fences

Adjoining landowners may agree to build a water fence or a fence running into the water, in equal shares under the same provisions that apply to all partition fences. (§17)

Fences on Town Boundaries

If a property line where a partition fence is located is also on the boundary line between one city or town and another, or is partly in one town and partly in another, fence viewers from each town will participate in the proceedings. (§16)

Fencing Common and Unenclosed Land

Fences on Lands Owned in Severalty and Occupied in Common

In some cases, two parties own land in severalty and may have occupied the land in common without a partition fence. If both parties have animals that would be separated by a partition fence, one party may petition to the fence viewers to locate and require erection of a partition fence. (§10) A person who wishes to revert land to common use, and gives proper notice to owners of the adjoining land, is not required to share in the maintenance of a partition fence. (§11)

Removal of One Person's Share of a Fence and Purchase of Rights in Fences

One party may not remove his portion of a partition fence if the other party pays a reasonable value for his part of the fence. The fence viewers determine the amount to be paid. (§12)

Fencing Formerly Unenclosed Land

When formerly unenclosed land becomes fenced, the adjoining owners must pay equally for the cost of the fence. The fence viewers determine the value of the fence. If one of the parties does not make the payment within 30 days, the aggrieved party may sue in court. There is a special exemption for the island of Nantucket. (§13)

Real Estate Lying in Common

Whole fences enclosing fields held in common by multiple proprietors shall be apportioned among them according to the number of acres held by each. Two or more fence viewers shall make the apportionment unless the proprietors make an agreement among themselves. The proportion of each fence of each proprietor shall be recorded on the books of the proprietors by the clerk, if any; otherwise by the Town Clerk. If a proprietor fails to maintain his portion of the fence, and he fails to do so within three days of receiving a notice from a fence viewer, any other proprietor may make the repair and two or more fence viewers shall determine the cost of that repair. The proprietor may sue for payment at double the cost of the repairs. If a part of the fence is suddenly destroyed by wind or flood, and crops or grass in the field are in immediate danger, the proprietor assigned to that fence must repair it within twenty-four hours of receipt of a notice from a fence viewer. If he fails to do so the work may be done by any other proprietor who may sue for recovery of double the costs. (*Ch. 179 §28, 31, 32, 33*)

A proprietor of land bordering a common field may enclose his own land, and as long as he keeps it enclosed with a sufficient fence. He may use it as he sees fit without being assessed for any expenses incident to the common field. (*Ch179§34*).

If the proprietors of five or more parcels wish to enclose them in one common field, the superior court may order it so enclosed. (*Ch179§36*)

Chapter 3 – OTHER MASSACHUSETTS LAWS RELATED TO FENCES

Fence viewers are not involved in all fencing issues under Massachusetts' law. But they can be a local source for information. We have compiled the following provisions by searching the state's Internet site on Massachusetts General Laws.

Barbed Wire Fences

Barbed wire fences less than six feet above the ground may not be built or maintained along a sidewalk located on a public way. A fine of twenty to fifty dollars may be assessed. (*Ch 86 §6 and see below*)

Unauthorized Removal, Injury or Defacement of Fences

Persons who willfully and without right pull down or remove a portion of a stone wall or fence are subject to a fine of not more than ten dollars. Natural resource officers and deputy natural resource officers are empowered to arrest, without warrant, any person violating this law. (*Ch 266, §105*)

Persons who deface or put stickers on fences or throw down gates, bars, or fences may be punished by imprisonment or fine and loss of driving license, for not more than six months, or be fined for not more than five hundred dollars. Police officers may make arrests without warrant for some of these offences. (*Ch 266 §114, 126, 126A, and 126B*) Persons who destroy or remove fences, or play games thereon, around public parks, playgrounds and the public domain may be fined. (*Ch 45 §13*)

It is a crime (with different levels of punishment) to burn or otherwise damage a fence (*Ch266§5*) or a fence associated with an educational or religious building. (*Ch266§98*)

Only persons authorized by the landowner are allowed to remove a chipmunk, fox, squirrel, red squirrel, porcupine, skunk, weasel, wildcat, or woodchuck from under a stone wall. (*Ch 131 §76*)

Fencing Accidental Releases of Oil or Hazardous Material

In the event of accidental release of oil or other hazardous waste, the persons responsible for the property, a secured lender, or the city or town, or the tenant, or development authority, may erect reasonable fencing to limit and restrict access to a site or vessel where the release was made, to prevent exposure of persons to oil or hazardous waste. (*Ch. 21E §2*)

Other City and Town Fencing Powers

Cities and towns may require fencing to prohibit or regulate removal of soil, loam, sand or gravel not in public use (*Ch. 40§21(17)*), for improvement of open spaces (*Ch. 45§12*), and to provide protection along canals or waterways. (*Ch. 88§12, 13*)

Historical Commissions in cities and towns may or may not have jurisdiction over walls or fences in a historic district, depending on the local ordinance or by-law establishing the district. (*Ch. 40C §5, 8(a)(3)*)

Towns are authorized to raise and appropriate sums necessary for fencing burial grounds containing ten or more graves. These burial grounds are the responsibility of the town cemetery commission or selectmen. (*Ch. 114 §16, 18*) The city or town veteran's graves officer is responsible for the replacement and general up-keep of fences around veteran's graves. (*Ch. 115 §9*) Damaging fences around tombs, graves, memorials, trees, and plants placed to memorialize the dead is a criminal offense. (*Ch. 272§73, 74*)

Fences Along Public Ways

State Highways

No occupant of land adjoining a state highway has a right to have a fence encroach on the highway. (*Ch. 81 §22*)

Boundaries or Encroachments on Highways and Other Public Places

When a fence has been erected and maintained for twenty years fronting on a highway, town way, private way, training field, burying place, landing place, street, lane or alley, or other land appropriated for the convenience of the inhabitants of the commonwealth, or of a county, city, town or parish, and the boundaries cannot be determined by records or by monuments, the fences shall be taken as the true boundaries.

If the bounds of a public way are known, or can be determined, no occupant or owner of adjacent land may have a fence encroaching on the way.

Any person may remove gates, rails, bars or fences that cross public or private ways legally laid out, unless they have been placed to prevent spread of disease injurious to public health, or erected under license from a county or local authority. (*Ch. 86 §2, 3, 5, 6 and see also §4 for court ordered removals and see Ch. 82 §6, 37 for walls and fences relative to building lines along public ways*)

Excavations Near Public Ways

Owners of land abutting public ways must erect a fence not less than five feet high, at the street line, if there is an excavation within fifty feet of the way. *(Ch.84§27A)*

Fencing for Public Health Purposes

When fences, gates or bars have been erected to prevent the spread of diseases dangerous to public health, they may not be removed without an order from the local Board of Health. *(Ch. 84 §8)*

Landscape Architects, Planners and Fencing Plans

State professional registration law does not prevent landscape architects, and city and regional planners from consulting and preparing plans that include fences and walls. *(Ch. 112 §60L(7))*

Fencing at Houses of Correction

The authorities in charge of houses of correction have the authority to erect and maintain fences of dimensions that they deem necessary to prevent escapes and unauthorized access to the yards of the facility. *(Ch 126 §9)*

Fencing Junkyards, Motor Vehicle Graveyards, and Towing Storage Areas

The state Department of Public Safety has the authority to promulgate rules and regulations governing the location, construction and maintenance of screens or fences around certain junkyards, automobile graveyards, motor vehicle junkyards, and towing storage areas. *(Ch 140B §3; Ch 140 §54A, 59A; Ch 159B§6B)*

Railroad Fencing

Railroad corporations are required to erect and maintain suitable fences, with convenient bars, gates or openings, along both sides of the entire length of the railroad, except at crossings of a public way. Fines and other penalties are provided for non-compliance. *(Ch. 160 §90, 91, 93, 94)*

General Fencing Requirements for Public Safety, Fire Safety, and Good Order

Public and semipublic outdoor in-ground swimming pools must be fenced. (*Ch140§206*). Under the law regarding buildings, elevators and cinematographs, fences are considered “structures” (*Ch143§1*) and fences must be erected when these buildings are removed (*Ch143§7,9*). Fences are “structures” under the laws regarding fire protection (*Ch148§1*).

Provisions for Fences as Real Property and Building Restrictions

Provisions are made for fences under the law governing passing title to real estate abutting a fence (*Ch183§58*) and pressing lawsuits to alter building restrictions. (*Ch184§23A*)

Fencing for Improvement and Safety of Waterways

The state department of public works may construct, reconstruct, alter and repair walls for the improvement and safety of waterways. (*Ch 91 §11*)

REFERENCES CITED

Allport, Susan. 1990. *Sermons in Stone: The Stone Walls of New England and New York*. W. W. Norton & Company, New York and London. 205 pages.

Dodge, P. H. 1921. *Fences*. In W. Mack, W. B. Hale, and D. J. Kiser, Eds. *Corpus Juris, Being a Complete and Systematic Statement of the Whole Body of the Law as Embodied in and Developed by All Reported Decisions*. Vol. XXV. The American Law Book Co. N.Y., N. Y.

Freeman, S. Esq. 1793. *The Town Officer; or the Power and Duty of Selectmen, Town Clerks, Town Treasurers, Overseers of the Poor, Assessors, Constables, Collectors of Taxes, Surveyors of High Ways, Surveyors of Lumber, Fence Viewers, and other Town Officers as Contained in the Laws of the Commonwealth of Massachusetts*. L. Thomas and E.T. Andrews, Proprietors of the Work, Faust's Statue, No. 45 Newbury Street, Boston.

Lathem, E. C., ed. 1969. *The Poetry of Robert Frost*. Holt, Rinehart and Winston, N.Y.

Ludes, F. J. and H. J. Gilbert, Eds. 1961. *Corpus Juris Secundum*. American Law Book Co., Brooklyn, N. Y. Vol. 36A.

"*Massachusetts General Laws, Annotated*." 1977 (with annual supplements). West Group, St. Paul, Minn.

Ransom, H. 1876. *A Treatise on the Law of Boundaries and Fences, Including the Rights of Property on the Sea-Shore and in the lands of Public Rivers and Other Streams, and the Law of Window Lights*. William Gould and Son, Albany, N. Y. 596 pages.

"*The General Laws and Liberties of Massachusetts Bay*." 1814. Chapter XIX. Sect. 6, 7, 8. Pages 64-66. In *The Charters and General Laws of the Colony and Province of Massachusetts Bay*. T. B. Wait and Co., Boston.

OTHER SOURCES

In addition to the references cited in the text, the authors consulted the following sources for further reading on laws, fences, stone walls and fence viewers:

Dane, N. 1824. *A General Abridgement, Digest of American Law, With Occasional Notes and Comments*. Cummings, Hilliard and Co., Boston.

Thorson, Robert. M. 2002. *Stone by Stone, The Magnificent History in New England Stone Walls*. Walker and Company, New York. 287 pages.

Viner, C. 1893. 2nd Ed. *A General Abridgement of Law and Equity, Alphabetically Digested Under Proper Titles; With Notes and References to the Whole*. London. Printed

for G. G. J. Robinson, T. Payne, E. and R. Brooke, T. Whieldon and J. Butterworth and
L. White, Dublin.

APPENDIX – SUGGESTED FORMS FOR USE BY FENCE VIEWERS

Request for Action by Fence Viewers

Applicant

Name _____
Address _____
Telephone _____ E-Mail _____ Fax _____

Location of Fencing Problem (Attach a sketch map showing the Assessor's Map and Lot numbers of the adjoining lands, if known.)

Adjoining Owner

Name _____
Address _____
Telephone _____ E-Mail _____ Fax _____

Is the fence located fully or in part on a property line? Yes _____ No _____ (Check one)

Fence viewers can only act on the specific issues stated in an application. For this reason, please describe in detail the fencing problem that you wish resolved. Indicate whether it is the location, height, need of repair, need for a new fence, or other specific issue. Additional sheets may be attached. (If additional issues are discovered in the course of the viewing they may have to be addressed in an additional application.)

Please state what action you believe will resolve this problem.

Signature of Applicant

Date

Notice of Pending Action by Fence Viewers

To (Names and addresses of landowners):

Name

Name

Address

Address

City/Town State

City/Town State

(Check applicable box)

☐ This is to notify you that the Fence Viewers of the Town of _____ have been requested to act with regard to a fence between the properties of the above named landowners. The viewing will take place on _____ (date), at _____ (time), at _____ (location).

☐ This is to notify you that the Fence Viewers of the Town of _____ will Meet on _____ (Date), at _____ (Time), at _____ (Location) to render a decision and assess costs (if any) with respect to the viewing conducted at your property on _____ (Date).

Signed:

Fence Viewers of the Town of _____

Fence Viewer Check List for the View

Signatures of Fence Viewers Engaged in this View (Show date each viewed the site)

_____ Date _____

_____ Date _____

_____ Date _____

(If there is a disagreement between fence viewers on any issue, both opinions should be recorded below showing the position that each has taken.)

1. **Determine if the fence in question is a partition fence, on or partly on a line that separates properties owned by different persons.** (Only fences that are on property lines can be subject to fence viewer action.)

2. **Is there evidence that the fence provides clear benefits to both adjoining owners?** (Example: Both owners raise livestock.)

3. **If a fence is not present, is a fence necessary?**

4. **If there is an existing fence, in what respect is it insufficient under MGL Chapter 49 Section 2?** ("Fences four feet high, in good repair, constructed of rails, timber, boards, iron or stone, or brooks, rivers ponds, creeks, ditches and hedges, or other things which the fence viewers consider equivalent thereto." If "other" things are found sufficient, state what they are.)

5. **Which party is delinquent?**

Report of Fence Viewers' Decision

Following proper notice to all parties concerned, the Fence Viewers of the town of _____ held a public meeting on _____ (date) at _____ (time) at _____ (location) and made the following decisions:

These decisions are in response to a request from _____ for action by the Fence Viewers. A copy of the application, stating the problem, is attached. The Fence Viewers, after proper notification to the adjoining owners, held a viewing at the location of the problem on _____ at _____.
Date Time

The following Fence Viewers participated in the viewing:

_____ Date _____
_____ Date _____
_____ Date _____

The following Owners and others participated in the viewing:

It was determined that the fence viewed is in the Town of _____. The Fence Viewers decided that the fence or proposed fence is ___ is not ___ a partition fence separating adjoining lands owned by different persons. (If the decision was negative, no further action was taken.)

The Fence Viewers decided that a fence is ___ is not ___ necessary at this site. (If the decision was negative, no further action was taken.)

Having decided that a fence was needed, the Fence Viewers give the following reason:

The Fence Viewers have examined the existing fence and have decided that the following portions must be erected, re-built, repaired and maintained. The responsibility of each owner is indicated (a map and additional sheets may be attached):

Action Required	Responsible Owner
_____	_____
_____	_____
_____	_____

The Fence Viewers have decided that the costs of the work to be done are to be shared as follows:

In arriving at the cost sharing, the Fence Viewers have used the following basis:

All work must be completed by _____
Date

Signed:

Fence Viewers of the Town of _____ (Date)

NOTE: The party requesting this action must file this decision with the Town Clerk and pay the required fees.

I certify that this decision was filed on _____ (Date) and the required fees paid.

Town Clerk