

**Templeton Select Board**  
**Town Hall, 160 Patriots Road, East Templeton**  
**(also streamed live on Youtube & TCTV)**  
**Wednesday, December 28, 2022, 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 ~ 12.14.22**
  - b) Executive Session Minutes ~ none**
- 4. Citizen Input**
- 5. New Business:**
  - a) Introductions of New Employees: none**
  - b) Appointments ~ Advisory Committee**
  - c) Presentation: RE: Capital Recommendations**
  - d) Discussion & Possible Action RE: Sewer Easement for Proposed Subdivision**
  - e) Action RE: 10 Pleasant St.**
  - f) Action RE: Accept Economic Development Earmark of \$200k**
  - g) Action RE: Extend Food Pantry License**
- 6. Action RE: Old Business: none**
  - a) Action RE: Providing letter as part of the public comment process for Gardner Conservation RE: Sludge Landfill (T. Griffis)**
- 7. Board Member and Administrator Comments & Reports**
- 8. Executive Session per MGL Ch. 30A; §21(a)-2, to conduct a strategy session in preparation for contract negotiations with nonunion personnel – Accountant**
- 9. 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 – 12/28/22**

3. **Approval of Minutes of Prior Meetings:**
  - a. **Meeting Minutes ~ 12.14.22** ~ I move to approve the minutes of 12.14.22 as presented.
  - b. **Executive Minutes ~ none.**
4. **Citizen Input**
5. **New Business:**
  - a) **Introductions of New Employees: none**
  - b) **Appointments ~ Advisory Committee~** I move to appoint Matt Rivard to the Advisory Committee to a term expiring at the 2023 Annual Town Meeting.
  - c) **Presentation: RE: Capital Recommendations~** no suggested motion
  - d) **Discussion & Possible Action RE: Sewer Easement for Proposed Subdivision~** no suggested motion.
  - e) **Action RE: 10 Pleasant St.~** I move to approve markings for the building, rodent survey and to go out to bid for the asbestos abatement/removal then demolition of 10 Pleasant Street.
  - f) **Action RE: Accept Economic Development Earmark of \$200k~** I move to accept the earmark as presented.
  - g) **Action RE: Extend Food Pantry License ~** I move to extend to December 31, 2023 the food pantry license as presented and for the Town Administrator to sign the amendment.
6. **Action RE: Old Business: none**
  - a) **Action RE:** Providing letter as part of the public comment process for Gardner Conservation RE: Sludge Landfill (T. Griffis)~ I move to approve the letter of the Select Board to send to MEPA.
7. **Board Member and Administrator Comments & Reports**
8. **Executive Session per MGL Ch. 30A; §21(a)-2, to conduct a strategy session in preparation for contract negotiations with nonunion personnel – Accountant**
9. **Adjournment**



**Approved 12/28/22**

**Templeton Select Board**

**In-Person Meeting also Streamed Live through YouTube  
Wednesday, December 14, 2022, 6:30 p.m.**

**Minutes of Meeting**

Present: Select Board: Tim Toth, Mike Currie, Terry Griffis, Julie Richard, Jeff Bennett and Town Administrator, Adam Lamontagne. Absent: None.

**1. Call the Meeting to Order & Reading of Statutory Recording Notice**

Toth called the meeting to order at 6:30 p.m. The meeting was streamed on YouTube at: [Templeton Select Board Meeting of December 14, 2022](#) and was also available on local Channel 8.

**2. Pledge of Allegiance**

**3. Approval of Minutes of Prior Meetings:**

**a) Meeting Minutes ~ 11.30.22~** Currie moved to approve the minutes of 10.26.22 as presented as seconded by Griffis. **Motion carried 5-0.**

**b) Executive Session Minutes~ 11.30.22~** Currie moved to approve the Executive Session minutes of 11.30.22 and not to be open to the public at this time as seconded by Griffis. Richard Abstained. **Motion carried 4-0.**

**4. Citizen Input~ [see video](#)**

**5. New Business:**

**a) Introductions of New Employees: Charlene VanCott, Peter Noel, William Moriarty~** Community Services Director Jackie Prime introduced new Veterans Director Peter Noel; Chief Dickie introduced new full-time firefighter/EMT Charlene VanCott; and DPW Director Bob Szocik introduced new full-time LEO Driver William Moriarty. The Board welcomed them all to the Town.

**b) Appointments ~ Economic Development Industrial Corporation; Mike Currie, Elizabeth Toth~** Griffis moved to re-appoint Mike Currie to the Economic Development Industrial Corporation as the Financial Matters Experience member; and to appoint Elizabeth Toth to the Economic Development Industrial Corporation as an At-large member; both to a term expiring on 6/30/2025 as seconded by Richard. **Motion carried 5-0.**

**c) Action RE: Designate one of the members of the Economic Development Industrial Corporation as Chair and another as Vice-Chair~** Currie moved to designate Glen Eaton as Chair of the Economic Development Industrial Corporation and Elizabeth Toth as Vice-Chair of the Economic Development Industrial Corporation, as seconded by Griffis. **Motion carried 5-0.**

**d) Action RE: Ambulance Receipts~Write-off ~** Currie moved to write-off the ambulance receipts in the amount of \$2,237.71, as seconded by Richard. **Motion carried 5-0.**

**e) Action RE: Annual Licenses/Permits~ Liquor, Common Victualler, Automatic Amusement, Live entertainment, Sunday Live Entertainment, and Class II & III licenses, and Recreation Track Permit as named below~** Currie moved to approve the licenses and permits as listed pending all taxes are paid current and all other requirements have been met as seconded by Griffis. **Motion carried 5-0.**



<b><u>Liquor Licenses</u></b>
American Legion
Baldwinville Station
Candelight Inc.
J.K. Crossroads
Kro's on the Common
Long Long Noodles
Otter River Hotel dba Red Onion
Otter River Sportsmans Club
Patriots Package
Reno's Pizzeria
Royalston Fish & Game
Templeton Fish & Game
Templeton Spirit
Templewood Golf
Thirsty Turtle
Village Liquor & Mini Mart
<b><u>Common Victualler Licenses</u></b>
American Legion
Baldwinville Station
Candelight Inc.
Crow Hill Motorsports
Cumberland Farms (E. Templeton)
Dunkin Donuts (Baldwinville)
Dunkin Donuts (E. Templeton)
Great Wall Chinese Take-out
J.K. Crossroads
Kitchen Garden
Kro's on the Common
Long Long Noodles
Lee's Hotdog Stand
Otter River Hotel dba Red Onion
Otter River Sportsman's Club
Patriots Roast Beef & Grill
Reno's Pizzeria Inc.
Royalston Fish & Game
Templeton Fish & Game
Templewood Golf
Templeton Spirit
The Hen House
Thirsty Turtle
Village Pizza

<b><u>Automatic Amusement Licenses</u></b>
American Legion
Candelight Inc.
Otter River Hotel dba Red Onion
Otter River Sportsmans Club
Peaceful Pines
Royalston Fish & Game
Templeton Fish & Game
Thirsty Turtle
<b><u>Live Entertainment Licenses</u></b>
American Legion
Candelight Inc.
J.K. Crossroads
Kro's on the Common
Long Long Noodles
Otter River Hotel dba Red Onion
Otter River Sportsmans
Royalston Fish & Game
Templeton Fish & Game
Thirsty Turtle
<b><u>Sunday Live Entertainment Licenses</u></b>
Templeton Fish & Game
<b><u>Class II Auto Licenses</u></b>
Bill's Used Cars, Inc.
Car Works
Chesterfield Motors
C.O.S. Garage
Fletcher Equipment Company
Franklin Park Enterprises
Insurance Auto Auctions
Langs Vintage Automobiles
Randy's Automotive Sales
Scratch & Dent Auto Body&Sales
Scott's Garage
Wilson Bus Sales
<b><u>Class III Auto Licenses</u></b>
Cosentino Salvage
Franklin Park Enterprises
USA Auto Recycling Inc.
Templeton Auto Parts, Inc.
<b><u>Recreation Track Permit</u></b>
Crow Hill Motorsports



- f) **Action RE: Accept donation to the Senior Center** ~ Richard moved to accept the donation to the Senior Center from Judith Smart and Joy Taintor in the amount of \$25, as seconded by Griffis. **Motion carried 5-0.**
  - g) **Action RE: Baldwinville School Project Support Letter** ~ Richard moved to approve sending the letter in support of the Baldwinville School Project as amended and for the Board to sign, as seconded by Griffis. **Motion carried 5-0.**
  - h) **Discussion RE: Providing letter as part of the public comment process for Gardner Conservation RE: Sludge Landfill (T. Griffis)**~ Discussion regarding a potential letter to Gardner regarding this issue. After discussion, Currie moved to request the TA work with the Templeton Light and Water Commissioners to draft a letter of concern to either the Gardner Conservation Commission or MA Environmental Protection Agency to address the Gardner Sludge Landfill Expansion issues as they may severely impact abutting properties and town water sources on the Templeton side of the proposed work, as seconded by Richard. **Motion carried 5-0.**
6. **Action RE: Old Business:**
- a) **Action RE: Updates to Personnel Policies and Procedures** ~Richard moved to approve the Updates to the Personnel Policies and Procedures as presented as seconded by Griffis. **Motion carried 5-0.**
7. **Board Member and Administrator Comments & Reports**~ [see video](#).
8. **Adjournment** ~ Richard moved to adjourn the open meeting as seconded by Currie. **Motion carried 5-0.**

7:41 p.m. meeting adjourned.

Respectfully Submitted,  
Holly Young  
Recording Clerk

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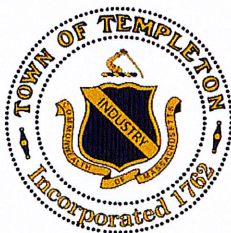
Terry Griffis, Clerk

**List of documents & other exhibits used at this meeting:** Exhibits from public agenda packet labeled 3.a., 3.b., 5.b., 5.c., 5.d., 5.f., 5.g., 6.a. Items presented at meeting: Letter from Woodard & Curran, Inc. to the Executive Office of Energy and Environmental Affairs RE: Gardner Sludge Landfill Expansion.



5.b.

## COMMITTEE INTEREST FORM



**Please refer to the Volunteer Positions available on the Town Website**  
**[www.templetonma.gov](http://www.templetonma.gov)** scroll to the bottom and click on Paid, Volunteer &  
Contract opportunities, then click on Board & Committee Openings

*If you are interested in serving on a Town Board or Committee, complete this sheet and forward it to the Select Board Office, 160 Patriots Road, P.O. Box 620, East Templeton, MA 01438. Occasionally appointments are made to fill vacancies on elected boards.*

NAME: Matthew Rivard DATE: 19 DEC 2022

HOME ADDRESS: 270 Gray Road, Templeton MA 01468

MAILING ADDRESS(if different): \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

HOME PHONE: 617 \_\_\_\_\_ CELL PHONE: 617 \_\_\_\_\_

EXPERIENCE/VOLUNTEER: Former Advisory Committee Chairperson May-November 2021

EDUCATION OR SPECIAL SKILLS: \_\_\_\_\_

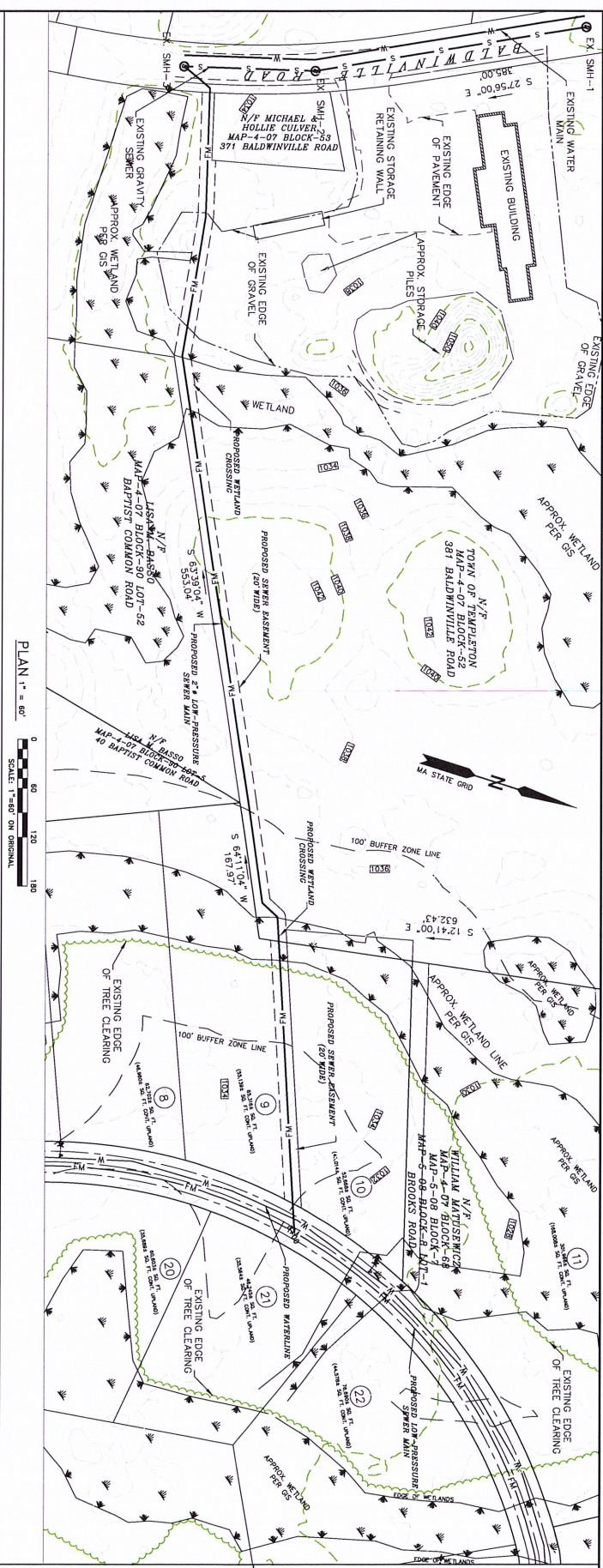
**BS Mathematics**

*Please indicate below, in order of preference, the Board or Committee that you are interested in:*

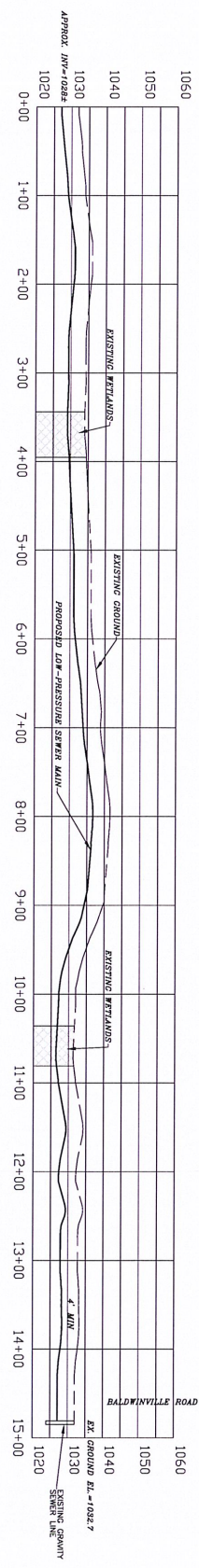
1. Advisory Committee
2. \_\_\_\_\_
3. \_\_\_\_\_

COMMENTS: \_\_\_\_\_



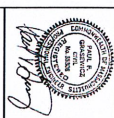


1,481' OF 2" x 40" PVC LOW PRESSURE MAIN



PROFILE 1"=40' VERT  
1"=15' HORIZ

DRAWING SET  
SHEET 1 OF 2



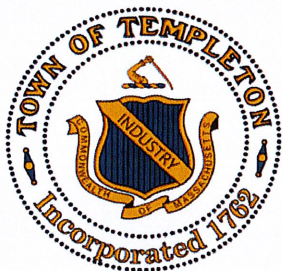
AS NOTED  
Drawn by  
TMR  
DATE  
SEPTEMBER 29, 2022

BROOKS FARM DEFINITIVE SUBDIVISION  
PRELIMINARY LOW-PRESSURE SEWER PLAN & PROFILE  
WILLIAM MATESEWICZ  
160 BROOKS ROAD; TEMPLETON, MA 01468

**GRAZ Engineering, LLC**  
323 WEST LAKE ROAD, FITZ WILLIAM, NH 03447  
TEL: (603) 585-6959



S.e.



**TOWN OF TEMPLETON**  
**Select Board & Town Administrator's Office**  
**160 Patriots Road ~ P.O. Box 620**  
**EAST TEMPLETON, MASSACHUSETTS 01438**  
**TEL: (978) 894-2755**

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**Town of Templeton, Massachusetts**  
**Invitation for Bids**  
**Asbestos Abatement/Removal, Demolition & Back Fill-10 Pleasant Street**

The Town of Templeton, Massachusetts is seeking an experienced, licensed asbestos contractor with commercial experience to remove hazardous materials from the building at 10 Pleasant Street, Baldwinville, MA, then demolish the building, remove the debris and backfill the property. The successful contractor will provide all of their own equipment including but not limited to; working tools of the trade and all other related tools necessary to complete the job. The contractor and crew must be fully licensed and insured at the Town's standard rates. The contractor is responsible to pull any required permits with all local and state authorities including notification to the DEP. Permit fees imposed by the Town of Templeton will be waived.

Bid submissions must be all inclusive of material, labor, and equipment, except where noted. No extra charges will be allowed, any change orders must be preapproved by both parties.

All Wage Rates will comply with those established by the Commonwealth Department of Labor and Industries M.G. L. Chapter 140, Sections 26-27G. A copy of the current prevailing wages is attached. Affidavit of OSHA Compliance and an insurance certificate will be required from the successful submitter.

Questions must be received, in writing (by hand or by mail to the above address), by email (alamontagne@templetonma.gov), by Adam Lamontagne, Town Administrator, no later than 2:00 p.m. on January 17, 2023. It is the bidder's responsibility to view and account for any addendums relating to this request. These will be posted on the Town web site no later than 4:00 p.m. on January 19, 2023.

**Scope of Work Outline**

**Note: This is a general outline of the work to be performed.** It is not intended to be an all-inclusive list of requirements. Other work may need to be performed in addition to the outlined work, and it is the responsibility of the general contractor to include the complete scope of work in their bid submission.

**The general scope of work is as follows:**

Abatement of tiles, mastic adhesive, plywood and other materials as listed on the attached Scope of Work marked as Exhibit A. All Clearance testing including post abatement clearance **must** be done by a Project Monitor from **Northeast Environmental Labs, Hampton, NH**, at



**\$350.00 per site visit** and will be paid for by the contractor and included in the total bid price of the contractor. Contractor should make note of Exhibit A titled Asbestos Survey.

Once asbestos has been removed, demolish entire structure of the building(s); remove debris directing said debris to the inside of the existing foot print of the building; and dispose said debris properly and legally; remove cellar floor and the rest of the walls of the property; cap off and backfill remaining cellar hole to the point where the ground on the entire property is level. Remove and dispose said debris properly and legally off entire site. All work above must follow proper dust control so following up with the Fire Chief would be strongly encouraged as well as follow any directives from the Town's Building Commissioner. Complete any and all notifications, waivers, forms legally necessary to perform demolition. Any fees with the exception of the Town of Templeton permit fees will be paid for by the contractor and included in the total bid price of the contractor. The contractor will need to supply & pay for their own water and electricity that may be needed to complete the job.

All work is expected to be completed **no later than June 1, 2023**, unless agreed upon in writing by all parties. **TIME is of the essence for the completion of this project.** Liquidated damages of \$500 per day may be applied to the contractor for failure to complete the work by June 1, 2023, unless agreed upon in writing by all parties before said deadline.

**Before any work begins**, the proper documentation must be filed with the Building Department and all necessary permits must be issued including after performing the asbestos abatement, a demolition permit. Information may be obtained at the Development Services Department located in Room 3, 160 Patriots Road, East Templeton, MA. All necessary inspections shall be arranged through the Development Services Department.

**Bid Submission Process:**

Final bids must be received by 2:00 pm on Wednesday, January 25, 2023, and shall be submitted as follows:

Sealed bids which *including pages 8-12 of this form* shall be submitted this bid package and shall be hand delivered to the Select Board's Office, Town Hall, Rm. 6, 160 Patriots Road, East Templeton, MA, 01438, or mailed to:

Town of Templeton  
Attn: Holly Young, Assistant Town Administrator  
P.O. Box 620  
East Templeton, MA 01438

Bids will be time stamped as they are received. The Town's time stamp shall be controlling. Bids received by the Town after the Submission Deadline will be deemed non-responsive and will be rejected. Telecopied or electronically mailed (e-mailed) bids will be deemed non-responsive and rejected regardless of the date received. Bidders are cautioned to hand deliver their bids. Any bids dropped in the drop box at Town Hall will be rejected. Any bid delivered late in person, will be refused; if delivered late by mail, it will be returned to its respective sender. **Timely bids will be opened at 2:00 PM on Wednesday, January 25, 2023, in the Conference Room at 160 Patriots Road, East Templeton, MA, 01438, and at that time only the names of bidders and total amount of each bid will be read.**



The Town will not accept any information or materials submitted after the Submission Deadline unless such information or materials are provided in response to the Town's written request for such information or materials. Bids shall be unconditional. Prior to the Submission Deadline, bidders may correct, modify or withdraw a bid by written notice to the Town's contact person. Prior to opening the bids, any person(s) needing to make changes, correct, modify or withdraw their bid, which has already been submitted, must submit a request in writing in order to receive their bid. No bidder may withdraw their bid for a period of 180 days after the date set for the opening thereof. After the opening of bids, a bidder may not correct or modify its bid in any manner unless in response to a written request by the Town in its sole discretion. These submission requirements will be strictly enforced. The Town reserves the right to reject any and all bids, to waive any informalities, to advertise for new bids, and to award one or more contracts, wholly or in part, as may be deemed to be in the best interest of the Town. **The Templeton Select Board is the awarding authority.**



Each bid **ONLY ON THE FORMS FROM THE BID PACKET OBTAINED FROM THE WEBSITE OR THE SELECT BOARD'S OFFICE** shall be submitted in a sealed envelope clearly marked "Bid for asbestos abatement then demolition at 10 Pleasant St." containing the following:



1. Name of Bidding Applicant including business name
2. Name of Contact Person
3. Address, Telephone Number, and Email Address of Contact Person
4. Form for General Bid (form attached)
5. Signed Certification of Good Faith & Non-Collusion (form attached) – fully executed
6. Signed Certificate of Tax Compliance (form attached) – fully executed
7. Signed Certificate of Authority (form attached) – fully executed (for corporate bidders)
8. Affidavit of OSHA Compliance (form attached) – fully executed
9. Five percent (5%) bid deposit check made out to the Town of Templeton, MA, in certified or cashier's check, OR five percent bid bond
10. Insurance Certificate of Liability
11. Three references for similar type work completed by the bidder.

The selection of the supplier shall be made without regard to race, color, sex, age, religion, political affiliation, or national origin. The successful bidder shall be required to enter into a contract with the Town.

The successful bidder will provide a payment bond in the amount of 100% of the value of the total bid, and a certificate of insurance with coverages as outlined below;

Prior to commencing work, and throughout the term of this Contract, Agreement, Permit or License, the Town property user shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage for the following types and levels of coverage:

- Workers Compensation: Statutory
- Automobile and Equipment: \$1 Million/\$1 Million
- Property Damage: \$1 Million/\$2 Million
- General Liability: \$1 Million/\$2 Million

The Town of Templeton shall be named as certificate holder. The name and address in the 'certificate holder' box shall be listed as follows:

**Town of Templeton**  
**P.O. Box 620, 160 Patriots Road East Templeton, MA 01438**

With the following language;

*The Town of Templeton and its' officers, employees and agents shall be named as an additional insured.*

The Town shall be notified no earlier than thirty (30) days before any such policy is cancelled, altered or materially changed. (either via email to [hyoung@templetonma.gov](mailto:hyoung@templetonma.gov) or via first class mail at the address listed in the header.

WITHIN 10 DAYS OF BEING NOTIFIED VIA EMAIL THAT THEY ARE THE WINNING BIDDER. If the payment bond and a current certificate of insurance evidencing the required insurance is not submitted to the Town within the 10 day period after email notification, the bid will be automatically awarded to the second highest qualified bidder. The certificate of



insurance shall be provided *prior* to the commencement of work and shall remain in force during the term of the contract.

### **SITE INSPECTION MEETING**

A site inspection meeting will be held on **Monday, January**, from 7:00 a.m. – 8:30 a.m. at the building at 10 Pleasant Street, Baldwinville, MA. Contractors **MUST** sign up for the meeting by **Thursday, January**, at 3:00 p.m. by contacting Holly Young, Assistant Town Administrator at 978-894-2762. Contractors that do not sign up prior to **3:00 p.m. on January**, **will not be included in the meeting or have the opportunity to inspect the premises prior to submitting their bid.** The inspection will allow prospective contractors to familiarize themselves with all conditions that may affect the performance and cost of the contract.

**NOTE: Failure to sign up & show up for the Site Inspection Meeting and/or become familiarized with all conditions shall not constitute a basis for subsequent contract change orders.**

### **GENERAL CONDITIONS AND RESERVATIONS**

**A.** The Town makes no express or implied representations or warranties, orally or in writing, as to the accuracy and/or completeness of any of the information contained in, or provided as part of, this IFB, including, without limitation, information in the IFB, in appendices, exhibits, attachments, technical information, and/or supplements, in hard copy, facsimile, electronic or online, or available upon request or from other sources. The information is provided for convenience only, and cannot be relied upon, without outside, independent investigation and verification by the bidder. This information is subject to differing interpretation, analysis and conclusions and to errors, omissions, and changes in costs, conditions, economics, engineering, laws, rules and regulations that may occur on or after the date the information was created or assembled.

**B.** This IFB is made subject to errors and omissions.

**C.** The Town reserves the right to amend, suspend or withdraw this IFB by posting notice on the Town's website at any time for any reason whatsoever, in the Town's sole discretion.

**D.** The Town reserves the right, in The Town's sole discretion, to change the schedule or selection process by posting notice of any such changes on the Town's website at any time for any reason whatsoever in The Town's sole discretion.

**E.** The Town reserves the right to reject, in The Town's sole discretion, any bid not submitted in conformance with the requirements of the IFB and any amendments hereto, or to reject, in The Town's sole discretion, any and all bids, for any reason whatsoever. The Town reserves the right to waive any technicalities, to advertise for new bids, and to make awards as may be deemed to be in the best interest of the Town. The Town further reserves the right, in The Town's sole discretion, to waive, or to decline to waive, irregularities in any bid if and when The Town determines that it is in The Town's interest to do so.

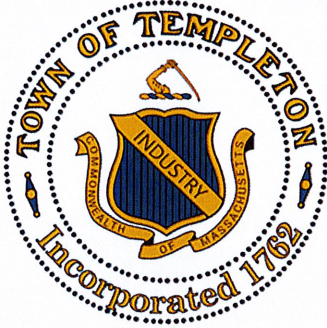


**F.** The Town reserves the right, in The Town's sole discretion, to discontinue its selection process, to solicit other bids, to issue a new IFB or conduct any authorized alternative procurement method for any reason whatsoever at any time.

**G.** The successful bidder shall comply with all applicable federal, state, and local laws and regulations related to real estate transactions.

DRAFT





## SHORT FORM OF ADVERTISEMENT

### INVITATION FOR BIDS

#### **Invitation for Bids Asbestos Abatement/Removal then Demolition & Back Fill - 10 Pleasant Street**

The Town of Templeton will accept sealed bids for asbestos abatement then demolition at 10 Pleasant Street, Baldwinville, MA. Prevailing Wage Rates apply. Bid specifications are available at the Select Board's Office, 160 Patriots Rd, Rm. 6, P.O. Box 620, Templeton MA 01438, M – Th., 7.30 am – 4:30 pm. Sealed bids shall be accepted at the Select Board's Office, 160 Patriots Rd, Rm. 6, P.O. Box 620, Templeton MA 01438 until **Wednesday, January 25, 2023 at 2:00 p.m.** at which time they shall be publicly opened in the Conference Room at 160 Patriots Road, East Templeton, MA 01438. All sealed bids must be marked "Bids for asbestos abatement then demolition at 10 Pleasant St.". The Town reserves the right to accept or reject any or all bids if deemed in the Town's best interest to do so. MBE/WBE firms encouraged to apply. EEO. For more details regarding items available, viewing, instructions and bidding, go to [www.templetonma.gov](http://www.templetonma.gov) and (Click on paid volunteer and contact opportunities)

Posted: Town Bulletin Boards

Advertised: Gardner News [REDACTED]

Mailed: Town Clerk, Vendor's List

Web: [www.templetonma.gov](http://www.templetonma.gov); [Central Register](#); [CommBuys](#)



**FORM FOR GENERAL BID**

To the Awarding Authority: **Town of Templeton, Select Board**

A. The Undersigned, proposes to furnish all labor and equipment required for the demolition of the building(s); removal of debris; removal of cellar floor/materials; drainage materials & installation; and backfill materials & installation at 10 Pleasant Street, Baldwinville, MA, for the Town of Templeton, Massachusetts, in accordance with the accompanying Scope of Work and any additional work deemed necessary by said undersigned contractor after examining the premises at 10 Pleasant Street, Baldwinville, MA, and to clear said premises of all debris and dispose of said debris legally and properly, for the contract price specified below in Section C.

B. This bid includes addenda numbered \_\_\_\_\_

C. The proposed contract price is \_\_\_\_\_  
dollars (\$\_\_\_\_\_).

For alternate No. \_\_\_\_\_ Add \$\_\_\_\_\_; Subtract \_\_\_\_\_

(Repeat preceding line for each alternate)

D. Contractor License number is \_\_\_\_\_.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address & Contact number



## **AFFIDAVIT OF OSHA COMPLIANCE**

The undersigned agrees that if s/he is selected as the contractor, s/he will comply with the provisions of G.L. c. 30 §39S.

The undersigned certifies, under the pains and penalties of perjury, that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

Date: \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Name of person signing Bid. Title Signature is required)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State)

\_\_\_\_\_  
(Telephone number)



## CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of

\_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was VOTED that:  
(Date)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Officer)

of this corporation, be and he/she hereby is authorized to submit bids and bids, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such \_\_\_\_\_ under seal of the company, shall be valid and binding upon this corporation. (Officer)

A True Copy,

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

PLACE OF BUSINESS: \_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_  
(Corporation)

that \_\_\_\_\_ is duly elected \_\_\_\_\_ of  
(Name) (Office)

said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

\_\_\_\_\_  
(Clerk)

CORPORATE SEAL:



## **CERTIFICATE OF GOOD FAITH & NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, Town, corporation, union, committee, club, or other organization, entity, or group of individuals.

Printed name, Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

DRAFT



PLEASE FILL OUT ONE OF THESE FORMS ACCORDING TO YOUR STATUS

**CERTIFICATE OF TAX COMPLIANCE**

**(Corporate)**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

\_\_\_\_\_, authorized signatory for \_\_\_\_\_  
printed name name of consultant/business

do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal ID # \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**OR**

**CERTIFICATE OF TAX COMPLIANCE**

**(Individual)**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, \_\_\_\_\_ do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

\_\_\_\_\_  
(Signature of person signing bid or bid)

\_\_\_\_\_  
(Date)



# NORTHEAST ENVIRONMENTAL LABS

11 CLIFF AVE. Suite B. HAMPTON, NH. 03842-3650

December 16, 2022

Mr. Bob Szocik  
DPW Director -Town of Templeton  
381 Baldwinville Rd.  
Templeton, MA. 01468

Re: Pre-Demolition Asbestos Inspection: 10 Pleasant St.  
Baldwinville, MA. 01436

Dear Mr. Szocik,

Enclosed are the analytical results for the samples collected by Northeastern Environmental Labs at the location cited above as requested by you. The sampling was performed on November 29<sup>th</sup>, 2021 in an effort to identify the accessible asbestos containing building material (ACBM) present.

A total of twenty-eight (28) bulk samples were collected from the different accessible suspect ACMB and the samples were analyzed using polarized light microscopy (PLM) to determined possible asbestos content. Table 1 below provides a summary of the sample results and the enclosed results provide a list of the suspect materials inventories and the analytical results. Please note that although PLM is the method currently recognized in State regulations for asbestos identification in bulk samples, some industry studies have found that PLM may not be sensitive enough to detect all of the asbestos fibers in certain materials. In the event that more definitive results are requested, than NEE Labs recommends that confirmation testing is completed using transmission electron microscopy.

Any additional suspect materials, not listed in the enclosed listing of suspect material, which may be identified during demolition or renovation should be properly sampled when made accessible or assumed to be asbestos-containing and then properly handled as such. In particular, it is possible that other suspect ACMB may be encountered with in wall or ceiling chase areas accessed during renovation or other facilities work. Use care when accessing these spaces and properly test suspect material encountered prior to any disturbance.

In accordance with current regulatory requirements ACMB that may be impacted or disturbed (such that asbestos fiber release occurs) by renovation, demolition or other such activity must be removed by qualified and licensed asbestos abatement firms. ACMB that will not be impacted by renovation or demolition activity may be left in place if managed properly and materials are left in good condition.

If you have any questions or comments, please do not hesitate to call me at (978) 618-6064.

Respectfully,

*John A. Bachand*

John A. Bachand, Esq.  
Industrial Hygienist  
AA000153  
AM 031319  
AI 030160



**TABLE I**  
**SUMMARY OF ACCESSIBLE**  
**ASBESTOS CONTAINING BUILDING MATERIAL**  
**IDENTIFIED**

Sample Identification	Description	Quantity	Results
112922-5 <b>TSI</b>	Interior: Basement	Approx. 350 LF	<b>85% Chrysotile</b>
112922-5 <b>TSI</b>	Interior: Basement	See Above	<b>85% Chrysotile</b>
112922-24 <b>Mastic</b>	Interior: Kitchen: Under Plywood: On 9x9 Red Floor Tile	Approx. 425 SF	<b>10% Chrysotile</b>
112922-26 <b>Mastic</b>	Interior: Kitchen: Under Plywood: On 9x9 Red Floor Tile	See Above	<b>10% Chrysotile</b>



**EMSL Analytical, Inc.**

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com / bostonlab@emsl.com>**EMSL Order:** 132208256**Customer ID:** NEEL62**Customer PO:****Project ID:**

**Attention:** John A. Bachand  
 Northeast Environmental Labs  
 11 Cliff Avenue  
 Hampton, NH 03842-3650

**Phone:** (978) 618-6064**Fax:** (603) 929-5958**Received Date:** 12/13/2022 8:55 AM**Analysis Date:** 12/14/2022**Collected Date:** 11/29/2022**Project:** 10 Pleasant Street; Baldwinville, MA

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized  
 Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
112922-1 132208256-0001	Interior; Front Entry Hallway - 12x12 Self Adhesive FT	Brown/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-2 132208256-0002	Interior; Front Entry Hallway - 12x12 Self Adhesive FT	Brown/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-3 132208256-0003	Interior; 1st Floor - Text Ceiling Material	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-4 132208256-0004	Interior; 1st Floor - Text Ceiling Material	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-5 132208256-0005	Interior; Basement - Thermal System Insulation	White Fibrous Homogeneous		15% Non-fibrous (Other)	85% Chrysotile
112922-6 132208256-0006	Interior; Basement - Thermal System Insulation	White Fibrous Homogeneous		15% Non-fibrous (Other)	85% Chrysotile
112922-7 132208256-0007	Interior; Throughout - Wallboard	Brown/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
112922-8 132208256-0008	Interior; Throughout - Wallboard	Brown/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
112922-9 132208256-0009	Interior - 2x4 Ceiling Tile	Gray/White Fibrous Homogeneous	60% Cellulose 25% Min. Wool	15% Non-fibrous (Other)	None Detected
112922-10 132208256-0010	Interior - 2x4 Ceiling Tile	Gray/White Fibrous Homogeneous	60% Cellulose 25% Min. Wool	15% Non-fibrous (Other)	None Detected
112922-11 132208256-0011	Interior; Throughout - Plaster	Gray Fibrous Homogeneous	3% Hair	97% Non-fibrous (Other)	None Detected
112922-12 132208256-0012	Interior; Throughout - Plaster	Gray/White Fibrous Homogeneous	3% Hair	97% Non-fibrous (Other)	None Detected
112922-13 132208256-0013	Interior; Throughout - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-14 132208256-0014	Interior; Throughout - Joint Compound	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-15 132208256-0015	Interior - Wooden Windows	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-16 132208256-0016	Interior - Wooden Windows	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 12/14/2022 18:01:12



**EMSL Analytical, Inc.**

5 Constitution Way, Unit A Woburn, MA 01801

Tel/Fax: (781) 933-8411 / (781) 933-8412

<http://www.EMSL.com / bostonlab@emsl.com>

EMSL Order: 132208256

Customer ID: NEEL62

Customer PO:

Project ID:

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
112922-17 132208256-0017	2nd Floor - Wallboard	Brown/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
112922-18 132208256-0018	2nd Floor - Joint Compound on Sample #17	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-19 132208256-0019	2nd Floor - Wallboard	Brown/White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
112922-20 132208256-0020	2nd Floor - Wallboard	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-21 132208256-0021	Kitchen - Top Layer; Brown Linoleum	Gray Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
112922-22 132208256-0022	Kitchen - Top Layer; Brown Linoleum	Gray Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
112922-23 132208256-0023	1st Floor; Kitchen - 9x9 Red FT under Plywood	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-24 132208256-0024	1st Floor; Kitchen - Mastic on Sample #23	Black Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
112922-25 132208256-0025	1st Floor; Kitchen - 9x9 Red FT under Plywood	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
112922-26 132208256-0026	1st Floor; Kitchen - Mastic on Sample #25	Black Non-Fibrous Homogeneous		90% Non-fibrous (Other)	10% Chrysotile
112922-27 132208256-0027	Exterior; Roof - Asphaltic Roofing Shingle	Gray/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
112922-28 132208256-0028	Exterior; Roof - Asphaltic Roofing Shingle	Gray/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected

Analyst(s)

John McCarthy (28)

Steve Grise, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI AAL-139, VT AL989819, ME LB-0039

Initial report from: 12/14/2022 18:01:12



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

## Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

132208256

Woburn, MA 01801

PHONE (781) 933-8411

FAX (781) 933-8412

Company : Northeast Environmental Labs		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: 11 Cliff Avenue		Third Party Billing requires written authorization from third party	
City: Hampton	State/Province: NH	Zip/Postal Code: 03842	Country: USA
Report To (Name): John Bachand		Telephone #: (978)-618-6064	
Email Address: jabash@comcast.net		Fax #: (603)-929-5958	Purchase Order:
Project Name/Number: 10 Pleasant St		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
U.S. State Samples Taken: Baldwinville, MA		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input checked="" type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA <b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)		<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water:</b> EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
		<b>TEM- Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) <b>Soil/Rock/Vermiculite</b> <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique <b>Other:</b> <input type="checkbox"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: John A. Bachand		Samplers Signature: John A. Bachand	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
112922-1	Int: Front Entry Hallway 12x12 Self Adh RT		17-29-22
2	"	"	
3	Int: 1st Fl Test Ceiling Material	20 x 25	
4	"	"	
5	Int: Basement Thermal System Insulation		500 gf
6	"	"	
7	Int: Thruoutlet Wallboard		
8	"		
Client Sample # (s):		Total # of Samples:	
Relinquished (Client): John A. Bachand		Date: 12-1-22	
Received (Lab):		Time:	
Comments/Special Instructions:		Time:	

REC'D  
EMSL-BOSTON  
DEC 13 20228M 855  
Wain in



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

## Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

132208256

PHONE:  
FAX:

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
9	Int: 2x4 Ceiling Tile		11-29-22
10	" "		
11	Int: Throughout: Plaster		
12	" "		
13	Int: Throughout: Joint Compound		
14	" "		
15	Int: Wooden Windows		
16	" "		
17	2nd Fl: Wallboard		
18	Joint Compound on Sample # 17		
19	2nd Fl: Wallboard		
20	" "		
21	Kitchen: Top Layer: Brown Linoleum		
22	" "		
23	1st Fl: Kitchen: Underplywood: 9x9 MED FT		
24	Mastic on Sample # 23		
25	1st Fl: Kitchen: Underplywood 9x9 MED FT		
26	Mastic on Sample # 25		
27	Ext Roof: Asphalt Roofing Shingles		
28	" "		
*Comments/Special Instructions:			

Page \_\_\_\_ of \_\_\_\_ pages

  
REC'D DEC 13 2022



5.f.

**Adam D. Lamontagne**

---

**From:** Loosemore, William (SEN) <William.Loosemore@masenate.gov>  
**Sent:** Friday, December 9, 2022 3:22 PM  
**To:** Adam D. Lamontagne  
**Subject:** Economic Development Earmark

Good Afternoon Administrator Lamontagne:

In the recently passed Economic Development Bill, we were able to secure an earmark of \$200,000 for economic development initiatives in Templeton.

We were contacted this week from the Executive Office of Administration and Finance with steps for how communities can begin to access their money, we were told the following:

To begin the process of receiving earmark funds, earmark recipients should follow the below steps:

1. Visit this webpage: <https://www.mass.gov/info-details/chapter-268-of-the-acts-of-2022-economic-development-bill-earmarks>
2. Download and fill out the Earmark Contact Collection Form linked on the website.
3. Identify the agency contact for your earmark listed on the website by scrolling through the list or by searching by description or by earmark language.
4. Email the completed form to the appropriate agency contact listed on the website.

For reference the language of the earmark is:  
provided further, that not less than \$200,000 shall be expended for economic development initiatives in the town of Templeton

Please let me know if you have any questions or issues with the above steps.

Regards,  
Stu

W. Stuart Loosemore, Esq.  
Chief of Staff & General Counsel  
Office of Senator Anne M. Gobi  
State House, Room 413-A  
Boston, MA 02133



**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: Holly Young  
Holly Young 10/28/21

By: Adam Lamontagne  
Adam Lamontagne, Town Administrator

**THE LICENSEE  
New Hope Bible Church**

Attest: Holly Young  
Holly Young 11/2/21

By: Robert D. Cote  
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 W. Cote  
Robert Cote  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS

Emily Hicks  
By: Emily Hicks  
\_\_\_\_\_

Date: 10/17/20

TOWN

Carter Terenzini  
By its Town Administrator  
Name Carter Terenzini

WITNESS

Holly  
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:

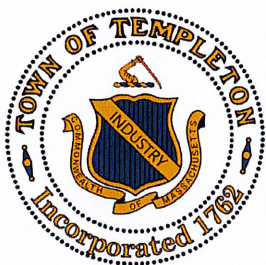
1. Licensee shall ensure that the Food Pantry meets both Town of Templeton and Commonwealth of Massachusetts regulatory and license requirements.
2. Licensee shall demonstrate an ability to meet all conditional requirements of the Town.
3. Licensee shall ensure that the Food Pantry satisfies the goals 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.



6.a.



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

December 19, 2022

Kathleen A. Theohrides, Secretary of Energy and Environmental Affairs  
Executive Office of Energy and Environmental Affairs (EEA)  
Attn: MEPA Office  
EEA No. TBD  
100 Cambridge Street, Suite 900  
Boston, MA 02114

To Whom It May Concern,

The Town Administrator sent a letter dated August 4, 2022 to the Gardner Conservation Commission relative to the Gardner Sludge Landfill Expansion. Please find attached.

The concerns addressed in that letter are the same as ours and they are as follows:

1. The environmental impact of the existing sludge landfill and proposed expansion area to our wells and potential impact to the wetlands. We want our water to be clean and safe.
2. My understanding was the abutting Cummings Otter River Conservation Area was created in part to protect the Templeton wells.
3. The impact of odors regarding quality of life relative to an expansion.
4. The Alternatives Analysis is not adequate as it does not provide any details supporting data.

We understand that the Gardner Conservation Commission vote was not unanimous. We hope you will take these concerns into consideration.

SELECT BOARD,

\_\_\_\_\_  
Timothy Toth, Chair

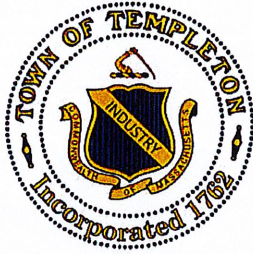
\_\_\_\_\_  
Michael Currie, Vice Chair

\_\_\_\_\_  
Theresa Griffis, Clerk

\_\_\_\_\_  
Julie Richard, Member

\_\_\_\_\_  
Jeffrey Bennett, Member





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

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August 4, 2022

Gardner Conservation Commission  
City Hall  
95 Pleasant Street  
Gardner, MA 01440

Dear Conservation Commissioners,

The Town of Templeton is writing this letter regarding a Notice of Intent (NOI) "850 West Street – City of Gardner Sludge Landfill Expansion." The Town is concerned regarding the Commission's consideration of expanding the sludge landfill at said location and of some of the materials contained within the Sludge Landfill Expansion Engineering Report from January 2022.

The Town's concerns are as follows:

1. The environmental impact of the existing sludge landfill and proposed expansion area to our wells and potential impact to the wetlands. We want our water to be clean and safe.
2. My understanding was the abutting Cummings Otter River Conservation Area was created in part to protect the Templeton wells.
3. The impact of odors regarding quality of life relative to an expansion.
4. The Alternatives Analysis is not adequate as it does not provide any details supporting data.

The Town would request the Conversation Commission to please consider the Town's concerns regarding the landfill expansion.

Sincerely,

Adam D. Lamontagne  
Town Administrator

Cc: Select Board, Water Department; File.