Date 7/15/02 Permit No. 02-63

TOWN OF ACTON

APPLICATION FOR PERMIT TO CONSTRUCT WITHIN A PUBLIC WAY

This application must be submitted not less than five (5) days prior to any Construction within a public way.

Notice 24 hours in advance of any construction must be given to the Town Engineer.

1. Permittee: John Aucoin Address: 120 Taylor R.D. Stow Ma. 01775

1A. Telephone # 978-897-5274

2. Location of Proposed Construction: 15 Captain Brooks Lane

3. Purpose of Construction: New Garage and Driveway

4. Length of Cut:

5. Width of Cut: 20'

6. Width of Existing Pavement: 25'

7. Type of Existing Roadway Surface: Paved Type of Curb: none

8. Type of Existing Sidewalk Surface: none Type of Shoulder:

9. Date of Street Opening: From To

10. For Work Involving Excavations: Dig Safe Number ~~#~~ 2002 290079 9

I, the undersigned, hereby declare that I have read and agree to the Town of Acton Specifications for Regulating Construction with Public Ways dated January 8, 1991. I have deposited the required bond with the Town of Acton, and I covenant and agree that the Town may deduct from this amount the cost of repairs to the road surface, curbs, shoulders, walls or other features within the right-of-way including replacing bounds if not completed by me to the satisfaction of the Town Engineer within the specified time.

Signature of Applicant

Special Instructions:

No road bounds along frontage

11/21/03 DA, cy
. Shoulder ok
. Road ok
. I.P. @ lot corner ok

Permit Issued: Date 7/16/02 By:

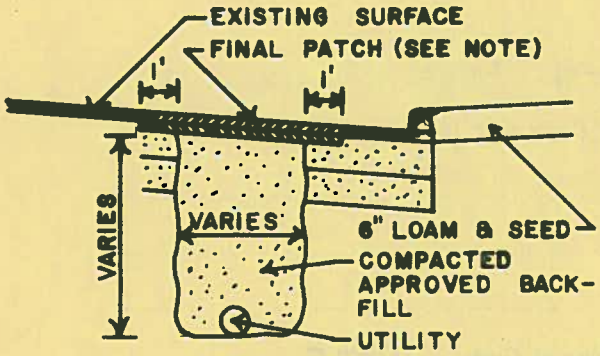
Application Denied: Date By:

Work Inspected and Approved: Date 11/21/03 By:

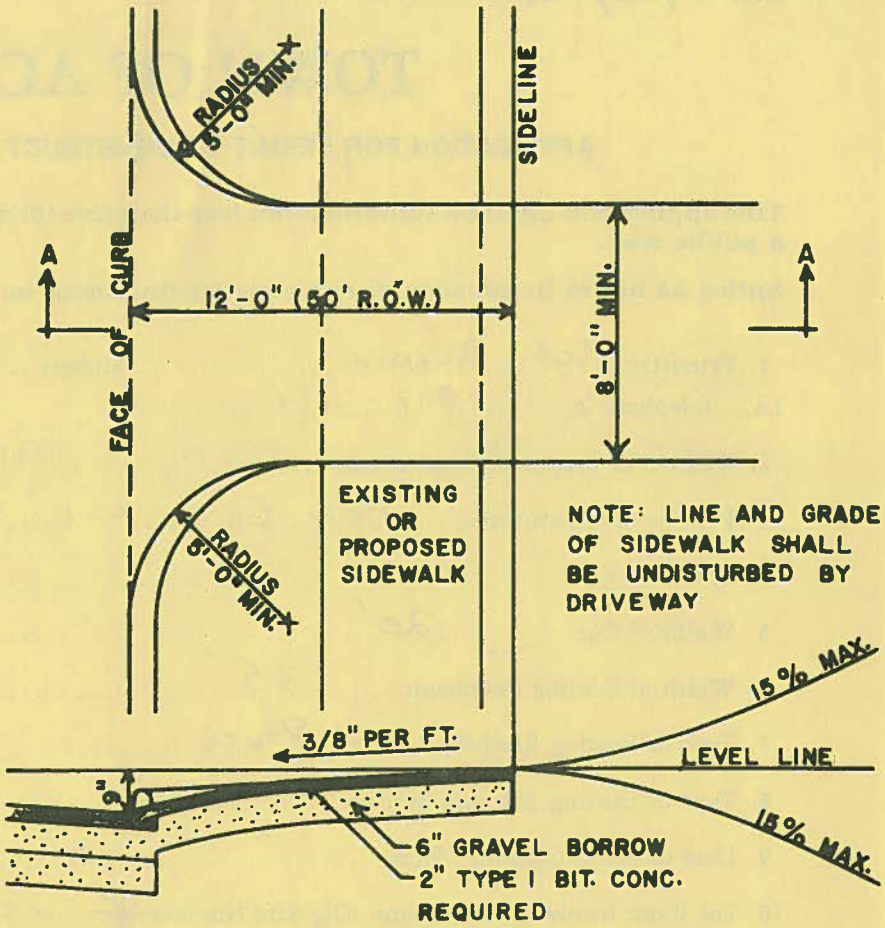
(over)

TOWN OF ACTON
TYPICAL DRIVEWAY & TRENCH DETAIL

FEB. 1969 NO SCALE



NOTE: 1. FINAL PATCH DEPTH
3" OIL TREATED ROADS
4" BIT. CONC. ROADS
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS



SECTION A-A

SKETCH

Date 7/15/02 Permit No. 02-63

TOWN OF ACTON

APPLICATION FOR PERMIT TO CONSTRUCT WITHIN A PUBLIC WAY

This application must be submitted not less than five (5) days prior to any Construction within a public way.

Notice 24 hours in advance of any construction must be given to the Town Engineer.

1. Permittee: John Acorn Address: 120 Taylor Rd Stow
1A. Telephone # [illegible]
2. Location of Proposed Construction: [illegible]
3. Purpose of Construction: New Garage and Driveway
4. Length of Cut:
5. Width of Cut: 20'
6. Width of Existing Pavement: T B 25' Filed
7. Type of Existing Roadway Surface: Paved Type of Curb: none
8. Type of Existing Sidewalk Surface: none Type of Shoulder:
9. Date of Street Opening: From To
10. For Work Involving Excavations: Dig Safe Number * 2002 2900799

I, the undersigned, hereby declare that I have read and agree to the Town of Acton Specifications for Regulating Construction with Public Ways dated January 8, 1991. I have deposited the required bond with the Town of Acton, and I covenant and agree that the Town may deduct from this amount the cost of repairs to the road surface, curbs, shoulders, walls or other features within the right-of-way including replacing bounds if not completed by me to the satisfaction of the Town Engineer within the specified time.

Signature of Applicant [signature]

Special Instructions:

No road bounds along frontage

11/21/03 DA, cy
. Shoulder ok
. Road ok
. I.P. @ lot corner ok

Permit Issued: Date 7/16/02 By: [signature]

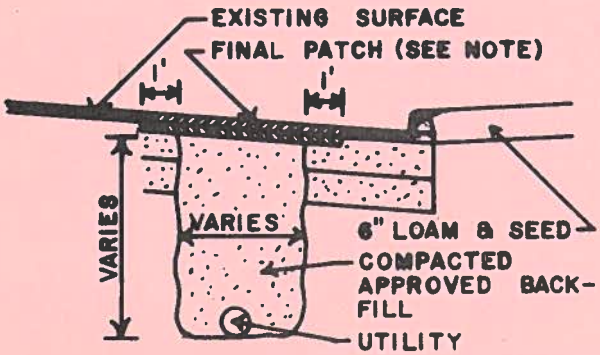
Application Denied: Date By:

Work Inspected and Approved: Date 11/21/03 By: [signature]

(over)

TOWN OF ACTON
TYPICAL DRIVEWAY & TRENCH DETAIL

FEB. 1969 NO SCALE



NOTE: 1. FINAL PATCH DEPTH
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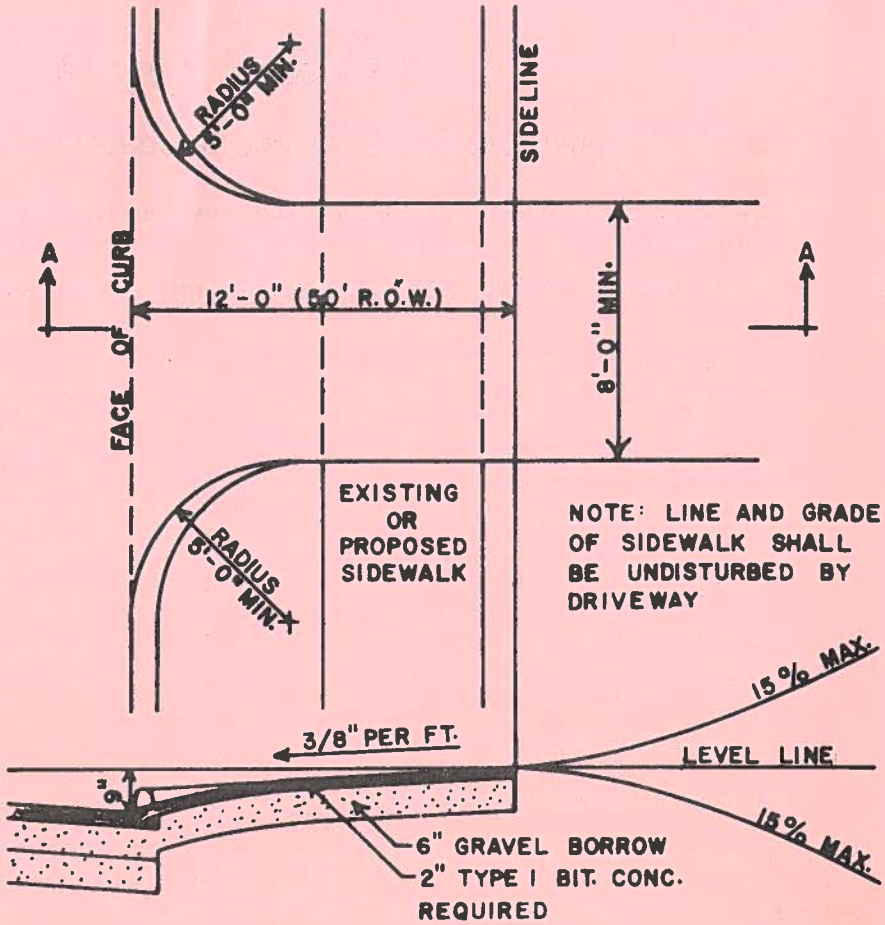


SECTION A-A

SKETCH

Town of Acton
Permit to Construct Within a Public Way
(Release)

To: Town Treasurer Date: **November 21, 2003**

From: Engineering Department

Subject: Permit to Construct Within a Public Way # **2002-063**

Please release the enclosed performance deposit in the form of:

Certified Check #: _____ Bank: _____

Personal Check #: _____ Bank: _____

Other (specify): **Community National Bank**

In the amount of **$ 500.00**, to (Permitee) **John Aucoin**

which is being held as security for
Permit to Construct Within a Public Way # **2002-063**

located at (address) **15 Captain Brown's Lane**

For authority, see section 3.1 of the Town of Acton Specifications for Regulating Construction Within Public Ways. The work proposed under this permit has been satisfactorily completed.

Account #: **8103 579100**

Amount: **$ 500.00**

Mailing Address:

John Aucoin
120 Taylor Road
Stow, MA 01775

Signed: _____
Acton Engineering Department

Purchase Order

Fiscal Year 2004 Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20041739-00

Town of Acton
472 Main Street
Acton, Massachusetts 01720

Sales Tax Exempt Number 04-6001062

Invoice in triplicate to department head.

Vendor

JOHN AUCOIN
120 TAYLOR RD
STOW, MA 01775

Ship To

ENGINEERING
TOWN OF ACTON
472 MAIN STREET
ACTON, MA 01720

See reverse side for our Terms & Conditions of purchase.

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
		20042063	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
12/03/03	005825			ENGINEERING

Item #	Description/Part Number	Unit/Qty	Cost Each	Extended Price
	PERMIT TO CONSTRUCT WITHIN A PUBLIC WAY #2002-063 PERMITTEE: JOHN AUCOIN LOCATION: 15 CAPTAIN BROWNS LANE PURPOSE: NEW DRIVEWAY			
001	PERFORMANCE BOND FOR NEW DRIVEWAY (FULL RELEASE) 8103-579100 500.00	1.0 BOND	500.00000	500.00
			PO Total	500.00

I certify that the expenditure contemplated by this document is within the purpose of the budget accounts to which it is to be charged, and that there is an unencumbered balance of available funds, in said budget, to pay therefore.

Vendor Copy

Approved _____ Department Manager

Approved _____ Treasurer

Approved _____ Town Manager

Purchase Order

Town of Acton
472 Main Street
Acton, Massachusetts 01720

Fiscal Year 2004 Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20041739-00

Terms and Conditions

The following terms and conditions and any specifications, drawings and additional terms and conditions which may be incorporated by reference or appended hereto are part of this purchase order. By accepting this order or any part thereof, the Seller agrees to and accepts all terms and conditions.

1. Invoice in triplicate (3) to the Department listed.
2. Purchase order number must appear on all invoices, bills of lading, packing lists, packages and correspondence or invoice will be returned.
3. Each purchase order must have a separate invoice. Price increase of more than 10% or $20.00 must have written approval before filling order.
4. The Seller understands the authorized representative of the Buyer is the Purchasing Agent and that all contract offers and adjustments must be processed through this individual.
5. The Seller agrees to notify the Buyer immediately of any item(s) which cannot be delivered by the due date stated on the purchase order. The Seller understands the Buyer reserves the right to cancel the purchase order in its entirety, return goods to the Seller, and request refund of all paid monies should the Seller be unable to deliver all goods by the specific due date.
6. Unless otherwise specified, all good will be shipped F.O.B. Town of Acton, the Seller agrees regardless of the point of shipment or terms of payment of transportation charges to prepay all said charges, accept responsibility for loss or damage to goods during shipment, inventory goods upon receipt by the Buyer, and process all pursuant freight claims with carriers.
7. All deliveries must be made to the Department ordering the goods within the Town of Acton. Times deliveries will be accepted are weekdays, excluding holidays, between the hours of 8:00 AM and 4:00 PM. The Seller understands that unless it is authorized on the reverse side of this purchase order, no deliveries may be made to any location of the Buyer other than the Department ordering the goods. The Seller further understands the Buyer accepts no responsibility to acknowledge nor pay for goods delivered to any location other than the Department ordering the goods.
8. The Seller agrees the purchase price includes packing, unloading, uncrating and movement to the site of installation for all equipment orders.
9. The Seller agrees to accompany all shipments with minimum of one packing slip identified by purchase order number. Separate itemized invoices will be mailed by the Seller to the Department ordering the goods on behalf of the Town of Acton.
10. The Seller understands the terms for payment will begin from the date of receipt of goods (for supply orders) or installation or written acceptance by the Buyer (for equipment orders), or receipt of invoices, whichever shall be later.
11. The Seller understands the Buyer will not make payment until all Terms and Conditions of this purchase order have been met. Including the receipt of all goods by the Buyer. The buyer agrees to accept invoices on partial shipments but will not make payment until all goods have been received. The Seller further agrees to not invoice articles on this purchase order with those on other purchase orders.
12. Unless otherwise specified the Seller understands transfer of ownership shall occur at the point of receipt of goods by the Buyer (for all supply items) or the point of written acceptance by the buyer based upon demonstrated ability of goods to meet the requirements of the Buyer (for all equipment items).
13. The seller agrees prior to the acceptance of this order to make notice in writing at the time and all changes required to raise the level of adequacy or fitness of the goods and cancellation of the order at no charge to the buyer.
14. The Seller agrees to accept this order that has been provided full opportunity to tour the premises of the Buyer and acknowledge he has full understanding of the requirements of the goods.
15. The Seller warrants equipment will meet any and all applicable city, state and federal safety, electrical and seismic codes and regulations. Electrical equipment will be double insulated or have a 3-prong plug.
16. The Seller agrees to provide the Buyer with (3) three copies each of operating manuals, maintenance manuals, wiring diagrams, schematic plans, installation plans and bulletins for each piece of equipment provided.
17. The Seller agrees to provide training to the personnel of the Buyer in the proper operation and application of the goods. Such training shall be of adequate quality, duration, format and schedule as prescribed by the Buyer.
18. The Seller agrees all installation and service personnel will be fully-qualified and will assist in avoiding interference with other contractors or personnel of the Buyer. The Seller agrees to have its superintendent on premises throughout the installation period.
19. The Seller agrees prior to the acceptance of the order to make the Buyer aware (in writing) of any interruption of service that will occur in the operations of the Buyer as a result of installation of equipment. Unanticipated interruptions occur at the risk of the Seller, and may result, if deemed necessary by the Buyer, in cancellation of the order, removal of all equipment and refund of any monies paid by the Buyer.
20. The Seller agrees that all contractual agreements are to be governed by the laws of the State of Massachusetts.
21. The Seller agrees that all contractual agreements or blanket orders may be cancelled at any time by the Seller with or without cause with 30 days written notice.
22. The Seller agrees that all capital expenditures stated on the reverse side of this order must be invoiced and goods received no later than May 31st of the existing fiscal period (July 1 - June 30) in order to validate the purchase.
23. The Seller agrees to the terms of payment provision as stated on the reverse side of this order.
24. The Seller agrees that one year parts and labor equipment warranty is deemed to be standard unless otherwise stated on the reverse side of this order.
25. The Seller warrants goods will meet or exceed specifications of current product data sheets, sales literature, or other applicable documents as may or may not be referenced in this order.
26. The Seller agrees throughout the warranty period to provide a service response time of four hours or less for all repairs requested by the Buyer.
27. In the event any article sold and delivered hereunder shall be covered by any patent, copyright or application thereof, the Seller will indemnify and save harmless the Buyer from any and all loss, cost or expense on account of any and all claims, suits or judgments on account of the use or sale of article in violation of rights under such patent, copyright or application.
28. Seller agrees to indemnify, defend and hold harmless Buyer, its trustees, officers, agents and employees of, from and against any and all claims and demands as may arise in any way out of the furnishing of goods or service hereunder, including, without limitation, claims and demands arising from injury to or death of personnel of Buyer or for damages to the property of buyer, except those arising by reason of the negligent or willful act of Buyer, its trustees, officers, agents or employees.
29. The Seller agrees not to use the name of the Buyer or to quote the opinion of Buyer's employees in any advertising without obtaining the prior written consent of Buyer.
30. The Seller understands the Buyer may at any time insist on strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.
31. The Seller understands completely the nature of this order and all matters which can in any way effect the order, and is not relying on any representation or promises to or by the Buyer except those contained in this agreement.
32. Clerical errors contained in this order are subject to correction by the Buyer.
33. The Seller agrees these terms and conditions are final and binding and supersede many conflicting terms and conditions as may exist in other documents of the Buyer and Seller. Waiver to any of these terms and conditions will only be accepted by the Buyer if stated in writing and specified as an exception by the Seller or the Buyer and signed subsequent thereto by the Buyer.
34. Terms used throughout the entirety of this order, such as Buyer, Town, Acton, Town of Acton and other terms are meant to reflect the authorized party of this contract stated as follows, Town of Acton, 472 Main Street, Acton, MA 01720.
35. The Seller agrees through shipment of goods or acknowledgment in writing that he has read, understood and agreed to comply with the terms and conditions set forth herein.

Corey York

From: Joanne Butman
Sent: Friday, November 21, 2003 4:22 PM
To: Corey York
Subject: RE: New Vendor #

Corey,

The new number is 5825.

Joanne
-----Original Message-----
From: Corey York
Sent: Friday, November 21, 2003 3:26 PM
To: Joanne Butman
Subject: New Vendor #

Joanne,

When you have a chance I need a vendor # assigned to John Aucoin so that I can return his street cut bond.

John Aucoin
120 Taylor Road
Stow, MA 01775

Thank You,
Corey

JOHN AUCOIN
KAREN AUCOIN
978-897-3294
120 TAYLOR RD.
STOW, MA 01775

53-451
113

3623

Date 7/15/02

Great Smoky Mountains National Park

Pay to the order of Town of Acton $ 500.00

Five Hundred xx/100 Dollars

Security Features Included. Details on Back.

COMMUNITY NATIONAL BANK

Memo

MP

⑆011304517⑆ 068 690 5⑈ 3623

©CHECKS UNLIMITED™ • NATIONAL PARKS
TO REORDER: 1-800-824-8944 • www.ChecksUnlimited.com

Town of Acton
Permit to Construct Within a Public Way
(Hold)

To: Town Treasurer

Date: 7/15/02

From: Engineering Department

Subject: Performance Deposit - Permit to Construct Within a Public Way #: 02-62

Please hold the enclosed performance deposit in the form of:

Certified Check #: _____ Bank: _____

Personal Check #: 3623 Bank: Community National Bank

Other (specify): _____

In the amount of $ 500 -, from (Permitee) _____

as security for Permit to Construct Within a Public Way # 02-62

located at (address) 15 Captain Brown's Lane

For authority, see section 3.1 of the Town of Acton Specifications for Regulating Construction Within Public Ways. This deposit is to be held until released in writing by this department.

Account #:81 25300

Amount: $ 500.00

Mailing Address of Permitee:

John Aucoin
120 Taylor Rd
Stow, MA 01775

Signed: _____
Acton Engineering Department

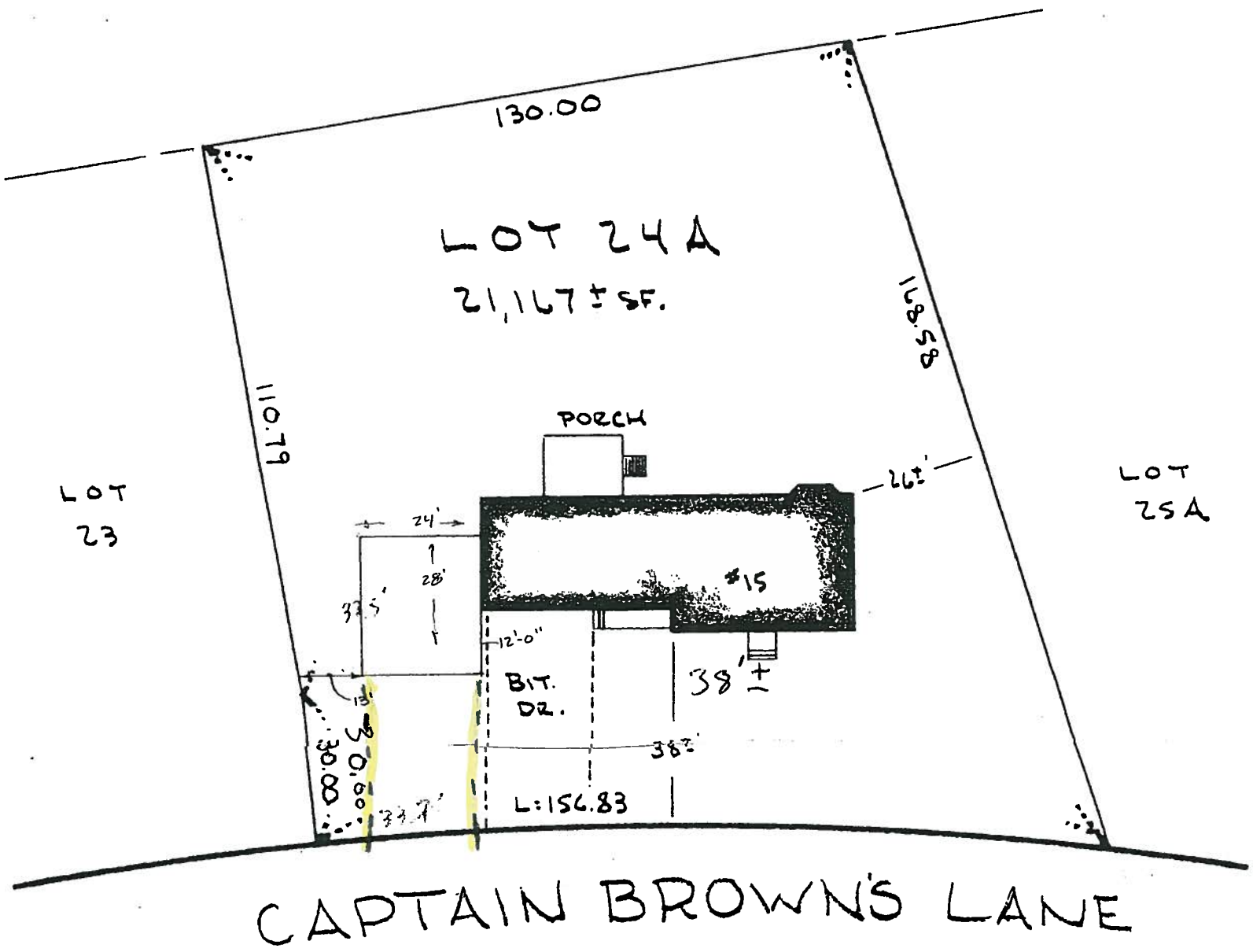
163873

MORTGAGE INSPECTION PLAN

ACTON, MASS.

1"=30' APRIL 18, 1992

JOHN R SNELLING ASSOCIATES
PROFESSIONAL LAND SURVEYORS
FARRAR ROAD LINCOLN, MASS.



PLAN REFERENCE: RECORD BOOK 11039 PAGE 29, PLAN NUMBER 85 OF 1966.

THIS MORTGAGE INSPECTION PLAN AND CERTIFICATIONS ARE MADE FOR THE USE OF THE MERIDIAN MORTGAGE CORP., FOR MORTGAGE PURPOSES ONLY. THE OFFSETS SHOWN ON THIS PLAN ARE NOT THE RESULT OF AN INSTRUMENT SURVEY AND UNDER NO CIRCUMSTANCES ARE THEY TO BE USED FOR DETERMINING THE LOCATION OF PROPERTY LINES OR ESTABLISHING THE LOCATION OF ADDITIONS.

BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY THAT:

- THE BUILDING CONFORMS TO THE FRONT, SIDE AND REAR YARD SETBACK REQUIREMENTS AND THE LOT CONFORMS TO THE AREA AND FRONTAGE REQUIREMENTS OF THE ZONING BY-LAWS OF THE TOWN OF ACTON, MASS.

- THE STRUCTURE IS NOT SITUATED WITHIN THE SPECIAL FLOOD HAZARD ZONE AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP OF THE TOWN OF ACTON, MASS. (COMMUNITY-PANEL NUMBER 250176 0004C, FLOOD INSURANCE RATE MAP EFFECTIVE DATE JANUARY 6, 1988).

April 18, 1992
John R. Snelling

COMMONWEALTH OF MASSACHUSETTS
JOHN R. SNELLING #20691
PROFESSIONAL LAND SURVEYOR

FILE #9262