



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

Sue Lisio, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Cindy King, *Vice-Chairman*

Wayne Miller, *Clerk*
(978) 597-1701

MEETING MINUTES FOR MAY 22, 2018 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

1. PRELIMINARIES - VOTES MAY BE TAKEN

1.1 SL called the meeting to order at 6:00P.M.

Roll call vote taken showed 3 members present: Chairman Sue Lisio (SL), Vice-Chairman Cindy King (CK) and Clerk Wayne Miller (WM).

1.2 Pledge of Allegiance

1.3 Announce that the meeting is being tape recorded. SL queried the audience.

1.4 Chairman's Additions or Deletions.

2. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN

2.1 WM moved to appoint Todd Arsenault to the America Flag Committee effective May 15, 2018. CK seconded. Unanimous vote.

3. MEETING BUSINESS - VOTES MAY BE TAKEN:

3.1 Review/Sign Proclamation for National Police Week and National Peace Officers Memorial Day.

The Board reviewed the proclamation - (see attached). WM moved to approve and sign the proclamation for National Police Week and National Peace Officers Memorial Day. CK seconded. Unanimous vote.

3.2 Review/Discuss Mandatory Referral from the Zoning Board of Appeals, RE:

3.2.1 Special Permit Accessory Apartment 101 Warren Road

3.2.2 Special Permit Expand Pre-existing Non-Conforming Structure at 2 Scott Rd.

3.2.3 Special Permit Addition to a Pre-existing Non-Conforming Structure at 250 Main St.

The Board reviewed the referrals - (see attached). Discussion regarding process of commenting for the referrals ensued. WM moved to thank the ZBA for the referral and to send no comment on all three mandatory referrals. CK seconded. Unanimous vote.

3.3 Review/Approve/Sign a one-day special license for:

- 3.3.1 Terri Roy, VFW Post 6538 in conjunction with a Celebration of Life to be held on June 2, 2018 with sale hours from 1:00P.M. to 5:00P.M.
- 3.3.2 Terri Roy, VFW Post 6538 in conjunction with a Birthday Party to be held on May 25, 2018 with sale hours from 6:00P.M. to 10:00P.M.

The Board reviewed the special license applications – (see attached). WM moved to approve and sign both applications from Terri Roy one held on June 1, 2018 and one on May 25, 2018. CK seconded. Unanimous vote.

4 BOARD WORK SESSION – VOTES MAY BE TAKEN

4.1 Board Liaison Assignments and Discussion

SL stated she would like to keep the general government assignment and inquired to CK if she would be willing to keep the same assignments as last year – (please see attached list). Discussion ensued regarding: IT to be under Public Safety, future agenda item to define role of liaison, and group email addresses. SL to be the general government liaison, CK will be highway & elected boards, WM to be the public safety liaison with the addition of IT.

4.2 Green Communities Contract Extension

Mr. Kreidler explained this would give the town an additional year on the existing contract. WM moved to sign the contract extension for the green communities act and authorize the Chair to sign. CK seconded. Unanimous vote.

4.3 Charter Review Discussion

SL gave a brief background of the work the previous two Charter Review Committees performed and expressed an interest in forming a Review Committee to pick up where the previous committee stopped. Mr. Kreidler clarified the work of the Review Committee is to be submitted to Town Meeting not the Board of Selectmen. CK stated the last committee that she served on with SL was not in conformance with 7-7 of the Charter. JK read 7-7 of the Charter into the record on the formation of a Charter Review Committee. SL stated her goal would have the work completed by April of 2019.

WM moved to authorize Mr. Kreidler to post for volunteers in accordance with 7-7 of the Charter. CK seconded. SL stated she would like to volunteer as the Selectmen's Rep. Unanimous vote.

4.4 Policy Updates Discussion

4.4.1 Public Comment Policy Draft (enclosed)

The Board reviewed the draft policy – (see attached). WM relayed he thought it was a good morph of several policies he has reviewed. Discussion ensued regarding the placement on the agenda. CK expressed concern of the behavior of residents at previous meetings. WM & CK agreed they

would like to review further and look at more policies in other communities. The Board agreed to discuss further at a future work session.

4.4.2 Use of Town Counsel Policy (enclosed)

SL gave the members and the Town Administrator draft language for the policy – (see attached). Discussion ensued: access for members to Counsel, ethical questions, ability to use ethics commission at no cost, written opinion process, and management of costs. WM would like to begin the conversation by talking about a policy with Town Counsel. SL would like to review other communities and their policies regarding such.

SL stated on May 29, 2018 a meeting to discuss goals & objectives and June 5, 2018 will be the rescheduled executive sessions and would like to meet June 12, 2018 to review/discuss all policies.

4.4.3 Board Agenda Policy

SL would like to revise BOS operating policy 16-18 to read Chairman in consultation with the Town Administrator, (current reading is Town Administrator in consultation with the Chairman). JK to be sure consistent throughout entire policy booklet. SL would like the language changed to 5 days prior to the meeting for submittal of agenda items. SL asked Mr. Kreidler to amend the policy with the discussed changes and have the draft at the work session for all policies.

4.4.4 Insurance Percentage Change for the Personnel Policies Manual

Mr. Kreidler explained the Board/TA can make changes due to all the elected boards/officials signing on to the Personnel Policies & Procedures. SL asked for clarification from Town Counsel on the issue.

4.4.5 All Board Notification of Personnel Policy Changes

The Board agreed all Boards should receive notification of any changes in policy.

5 UPDATES AND REPORTS- VOTES MAY BE TAKEN

5.1 Town Administrator updates and reports

5.1.1 Update/discussion Town Counsel R.F.P.

5.1.1.1 Review comparative sheet of applicants.

5.1.1.2 Consider additional outreach

The Board reviewed the comparative spreadsheet for each response of the R.F.Q. The Board agreed they would like additional time to review the proposals and comparative data for each. Other discussion included: interviews of the firms, other towns summary forms for legal services, and a contact sheet for all references and will discuss at a future meeting.

5.1.2 Municipal Relief Transfer(s)

5.1.2.1 Facilities Department

Mr. Kreidler read the municipal relief transfer into the record – (please see attached). Mr. Kreidler confirmed the budget was adjusted for FY19. WM moved to authorize the municipal relief transfer in the sum of \$40,000.00 as presented. CK seconded. Unanimous vote.

5.1.3 Town Meeting After Action Discussion

5.1.3.1 Budget documentation for future meetings

CK remarked the font was difficult to read with the detailed budget spreadsheet.

5.1.4 Annual Work Calendar Discussion

Mr. Kreidler offered to develop a calendar for the Board. The Board like the idea of forming a calendar.

5.1.5 Department Head Meeting Discussion

5.1.5.1 Department Head Reports

The Board agreed the reports from department heads are helpful with communication to the Board and the public.

5.1.5.2 All Boards and Commissions Meeting

Discussion regarding the scheduling of an all board/commission meeting ensued. Mr. Kreidler to schedule at a future date.

5.1.5.3 Board preference that Department Head meetings be held before or after Board meetings.

5.1.6 Positions Funded Not Yet Filled and Job Descriptions/Classifications

5.1.6.1 Land Use Coordinator

Mr. Kreidler informed the Board the position was funded for FY19 and would be advertising and posting for the vacancy. Discussion included: attracting applicants, advertising, and the job market. Clarification of the existing job description ensued with some concern as to the lack of administrative support for the Housing Authority. Mr. Kreidler will soliciate colleges for applicants.

5.1.6.2 Part-time IT Assistant

5.1.6.3 Police Patrol Positions

5.1.6.4 Human Resources

5.1.6.5 Part-time Department Assistant at Highway

General discussion of posting and advertising for vacant positions ensued.

5.1.7 AV Equipment Surplus Designation

This item to be on the next agenda, description and pictures were not included in the packets.

5.2 Board of Selectmen announcements, updates, and reports

5.2.1 Sue Lisio

5.2.1.1 MMA Trainings and Meetings

SL relayed to the Board of the trainings offered by MMA to include the new Selectmen training on June 9, 2018.

5.2.1.2 Board Meeting Calendar

SL stated there would be a solid calendar at the June 19th but like the 1st & 3rd Tuesday. Other discussion included having business conducted on the first Tuesday and work sessions on the 3rd Tuesday.

The Board agreed to not meet on June 26th & July 3, 2018.

5.2.1.3 Board Agenda Submission dates and topic lists

The was discussed under 4.4.3.

5.2.2 Cindy King - None

5.2.3 Wayne Miller - Read the Memorial Day events into the record - (please see attached).

5.3 Board Mail and Correspondence - None.

5.4 Future Agenda Items List-

5.4.1 Goals and Objectives Work Session

5.4.2 Board Operating Policies Work Session

5.4.3 Begin Compiling Articles for Special Town Meeting

6 APPROVAL OF MEETING MINUTES

6.1 Review/Approve meeting minutes for May 30, 2017, March 20, 2018, March 27, 2018, April 3, 2018, April 10, 2018, April 17, 2018, April 24, 2018, and May 1, 2018.

WM moved to approve the meeting minutes for May 30, 2017, March 20, 2018, March 27, 2018, April 3, 2018, April 10, 2018 and April 17, 2018. CK seconded. WM abstained from vote. SL & CK unanimous vote.


7 REVIEW AND SIGN PAYROLL AND BILLS PAYABLE WARRANTS

WM moved to approve and sign the payroll and bills payable warrant out of session. CK seconded. Unanimous vote.

8 ADJOURNMENT

SL moved to adjourn at 8:22P.M. WM seconded. Unanimous vote.

Respectfully submitted by,



Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of May 22, 2018, by the Board of Selectmen this 19th day of June, 2018.



Office of
ZONING BOARD OF APPEALS
272 Main Street
Townsend, Massachusetts 01469
978-597-1700 x1722

RECEIVED

MAY 01 2018

BOARD OF SELECTMEN

Date: April 30, 2018

To:

Planning Board
Conservation Commission
Board of Selectmen
Board of Health

Building Inspector
Fire Department
Housing Authority
Police Department

Water Department
Assessor's Office

MANDATORY REFERRAL NOTICE

In accordance with MGL Chapter 40A and the Townsend Zoning Bylaws §§145-36, 145-65 and 145-66, and under MGL Ch. 40A, Sec. 11, comments should be provided within 35 days. Failure to make recommendations shall be deemed lack of opposition. Ch. 40A also requires you to notify the applicant of your comments.

Please review the attached application and relay to the Zoning Board of Appeals any questions or concerns you may have. Under MGL Ch. 40A, Section 11, please provide comments within 35 days to this office and to the applicant. Failure to make recommendations shall be deemed lack of opposition.

APPLICANT: Dianne Glidden
LOCUS ADDRESS: 101 Warren Road
PARCEL ID: Assessor's Map 32 Block 4 Lot 3
Date of Hearing: May 23, 2018

Synopsis: Renewal of an Accessory Apartment Special Permit.

LEGAL AD: Sentinel & Enterprise, May 2 & 16, 2018
COMMENTS

NO COMMENT _____

SIGNED: _____

DATE: _____



Office of the
ZONING BOARD OF APPEALS
272 Main Street
Townsend, Massachusetts 01469
Phone: (978)597-1700 x1723 Fax (978)597-1722

RECEIVED
APR 12 2018
TOWN OF TOWNSEND
TOWN CLERK

APPLICATION FORM

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

Name: Diane Linnell Glidden

Mailing Address: 101 Warren Rd

Property Address: "

Applicant's phone: 978 597 1851

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

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

Characteristics of Property:

Number of lots 1 Lot Area 3 Frontage 201 Zoning District 2

(If more than one lot, please complete information for each lot individually)

Assessor's Office Map # 32 Block # 4 Lot # 3

Recorded at Middlesex Southern Registry of Deeds: Book: _____ Page: _____

1. Is the parcel in the Aquifer Protection District? _____
2. Is the parcel within 300 feet of the Squannacook River? _____
3. Is the parcel in an Historic District?* _____
4. Are there any brooks, streams, swamps, bogs, lakes, ponds, or other wetlands on the lot or within 100 feet of the lot? _____
5. Will this request result in additional living space?
If yes, do you have Board of Health approval for a septic system to serve this space? _____
If you do not, please explain: _____

cont..

TOWN OF TOWNSEND
ZONING BOARD OF APPEALS
272 MAIN STREET
TOWNSEND, MA 01469

TO: Planning Board
Board of Health
Conservation Commission
Board of Selectmen
Building Inspector

Police Chief
Fire Chief
Highway
Water Department
Assessors

REFERRAL NOTICE

Please Review the attached application and relay to the Zoning Board of Appeals any questions or concerns you may have. This referral is required under §145-65 of the Townsend Zoning Bylaw. Under MGL Ch. 40A, Sec. 11, comments should be provided within 35 days. Failure to make recommendations shall be deemed lack of opposition. Ch. 40A also requires you to notify the applicant of your comments.

APPLICANT: Jeff Peduzzi
LOCUS ADDRESS: 2 Scott Road
PARCEL ID: Assessor's Map 19, Block 2, Lot 0

Date of Hearing: June 6, 2018 @ 7:15 pm
Date of Referral: May 3rd, 2018

Petition: *(from legal notice)*

In accordance with MGL Chapter 40A and the Townsend Zoning Bylaw, the Townsend Zoning Board of Appeals will hold a public hearing on **Wednesday, June 6th, 2018 at 7:15 p.m.** at Memorial Hall, 272 Main St., on the application of **Jeff Peduzzi** for a **Special Permit** under Zoning Bylaw Sections 145-18, 145-64, and 145-32. The applicant is proposing to expand and alter a pre-existing non-conforming structure at 2 Scott Road (**Assessor's Map 19, Block 2, Lot 0**).

COMMENTS: _____

NO COMMENT _____

SIGNED: _____ DATE: _____

TOWN OF TOWNSEND
ZONING BOARD OF APPEALS
272 MAIN STREET
TOWNSEND, MA 01469

3.2.3

TO: Planning Board
Board of Health
Conservation Commission
Board of Selectmen
Building Inspector

Police Chief
Fire Chief
Highway
Water Department
Assessors

REFERRAL NOTICE

Please Review the attached application and relay to the Zoning Board of Appeals any questions or concerns you may have. This referral is required under §145-65 of the Townsend Zoning Bylaw. Under MGL Ch. 40A, Sec. 11, comments should be provided within 35 days. Failure to make recommendations shall be deemed lack of opposition. Ch. 40A also requires you to notify the applicant of your comments.

APPLICANT: Brian Anderson
LOCUS ADDRESS: 250 Main St.
PARCEL ID: Assessor's Map 51, Block 29, Lot 0

Date of Hearing: June 6, 2018 @ 7:45 pm
Date of Referral: May 3rd, 2018

Petition: (from legal notice)

In accordance with MGL Chapter 40A and the Townsend Zoning Bylaw, the Townsend Zoning Board of Appeals will hold a public hearing on **Wednesday, June 6, 2018 at 7:45 p.m.** at Memorial Hall, 272 Main St., on the application of **Brian Anderson** for a **Variance and/or Special Permit** under Zoning Bylaw §§145-18, 145-64 and 145-65. The applicant is proposing to construct an addition to the westerly side of a pre-existing non-conforming structure at 250 Main Street (Assessor's Map 51, Block 29, Lot 0).

COMMENTS: _____

NO COMMENT _____

SIGNED: _____

DATE: _____

Public Comment

As your representatives in your government we value input from residents and look forward to hearing your questions, comments or concerns. While offering public input, it is important that the Board of Selectmen is also allowed enough time to conduct its other business. The following guidelines have been established to make the best use of time at Board of Selectmen meetings.

While welcomed, it should be understood that public comment is not a discussion, debate, or dialogue between or among citizens and the Board of Selectmen. Rather, it is intended to offer citizens an opportunity to express their opinion on issues of Town business.

The following process will govern the Public Comment period at Board of Selectmen meetings.

- The Board of Selectmen will have a 15-minute Public Comment period at each meeting, which shall generally follow the opening of the meeting, according to the following guidelines:
 - M.G.L. c. 30A, § 20 states that “no person shall address a meeting of a public body without permission of the chair, and all persons shall, at the request of the chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If, after clear warning from the chair, a person continues to disrupt the proceedings, the chair may order the person to withdraw from the meeting and if the person does not withdraw, the chair may authorize a constable or other officer to remove the person from the meeting.” The Board of Selectmen Chair, as presiding officer, will recognize and invite those speakers wishing to address the Board and those speakers shall follow the procedure specified below.
 1. Any person recognized to speak must identify him or herself by name and address, prior to addressing the Board.
 2. There will be a time limit of 3 minutes per person, which will be enforced by the Chair of the meeting. If the number of people wishing to speak exceeds 5, the Chair may, at his/her discretion, limit individual comments.
 3. The amount of time allocated for the session will be a maximum of 15 minutes.
 4. The session will be held at the beginning of each regularly scheduled Board of Selectmen meeting.
 5. Topics presented must be relevant to the business of the Board of Selectmen as a whole. Items addressed to individual members will not be allowed.
 6. Discussion of individual personnel issues will be strictly prohibited.
 7. Negative remarks or disparaging comments directed towards public officials or employees will not be allowed and any such behavior will immediately terminate the discussion.
 8. Votes by the Board will not be taken during Public Comment.
 9. Responses to concerns will be made at the Chair's discretion.
 10. If the Board would like to further discuss the petitioner's issue, a future agenda item may be scheduled.

11. Should the Chair believe that an issue falls outside the purview of the Board of Selectmen; s/he may request that citizens direct it to the appropriate person or body so that the matter is given proper consideration.
12. The Chair of the meeting may terminate any individual's privilege of address for inappropriate conduct or statements.

NO NSE

DRAFT

Walter Wilson

GORDON CLARK, Chairman

Public Safety

Police/Communications Department
Fire-EMS Department
Inspectional Services
Animal Control Officer
Inspector of Animals
Emergency Management (TEMA)

CINDY KING, Vice Chairman

Public Works and Elected Boards/Commissions/Officials

Recreation Commission
Town Clerk/Registrars
Highway Department
Cemetery & Parks Department
Facilities Maintenance/Memorial Hall
Water Department
Board of Health
Planning Board
Treasurer-Collector
Solid Waste/Landfill
Town Accountant

SUE LISIO, Clerk

General Government

Board of Assessors

Land Use:

Conservation Commission
Zoning Board of Appeals
Land Use
Housing Authority

Memorial Day/Band Concerts

Amanda Dwight Ent. Fund Committee

Council on Aging/Senior Center

Veterans' Agent

Tree Warden

Library

Trust Fund Commissioners

Trustees of Soldiers Memorials

Treasurer-Collector

Montachusett Regional Planning Commission (MRPC)

Gordon Clark gclark@townsend.ma.us
Richard Bailey rbailey@townsendpd.org
Mark mboynton@townsendpd.org
Richard Hanks rhanks@townsend.ma.us
Mary Letourneau aco.at@verizon.net
Mary Letourneau aco.at@verizon.net

Cindy King cking@townsend.ma.us
Emy Hoff ehtownrec@yahoo.com
Kathleen Spofford kspofford@townsend.ma.us
Jim Smith kjsmith@townsend.ma.us
Roger Rapoza cemetery@townsend.ma.us
Mark Mercurio mmercurio@townsendpd.org
Paul Rafuse paulr@townsend.ma.us
Carla Walter boardofhealth@townsend.ma.us
Michele Decoteau mdecoteau@townsend.ma.us
Barbara Tierney btierney@townsend.ma.us
Carla Walter boardofhealth@townsend.ma.us
Lauri Plourde lpourde@townsend.ma.us

Sue Lisio Slisio@townsend.ma.us

Vicki Tidman vtidman@townsend.ma.us

Lyndsy Butler lbutler@townsend.ma.us
Michele Decoteau mdecoteau@townsend.ma.us
Michele Decoteau mdecoteau@townsend.ma.us
Michele Decoteau mdecoteau@townsend.ma.us

Betty Mae Tenney

?

Karin Moore kmoore@townsend.ma.us

Joseph Mazzola veterans@townsend.ma.us

Donald Massucco 978-597-2551

Stacy Schuttler sschuttler@cwmars.org

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4.4.2

**TOWN OF TOWNSEND
USE OF LEGAL COUNSEL**

Policy #3-0517-05

Use of Legal Services

A request for legal services form must be filled out and returned to the Selectmen's office before use of legal counsel can be utilized. This process is necessary in order to track expenses and for budgeting purposes. This form must be submitted to the Board of Selectmen's office and authorization must be obtained from the Town Administrator and/or their designee.

All other Boards and Commissions must have a vote authorizing the request before authorization will be provided.

The sole exceptions to this rule are for the Board of Selectmen and are as follow:

1. An introductory meeting with counsel upon election to the Board.
2. Brief discussions/questions related to Board business that take no more than five (5) minutes of billable time, and
3. Matters that involve the Town Administrator which would then only require authorization from the Chairman of the Board of Selectmen.

Adopted by the Board of Selectmen on _____, 2017
THE TOWNSEND BOARD OF SELECTMEN

Gordon Clark, Chairman

Cindy King Vice-Chairman

Sue Lisio, Clerk

REQUEST FOR LEGAL SERVICES
TOWN OF TOWNSEND

Date: _____

Name: _____ Title: _____

Committee or Department: _____

☐ Emergency/Same Day ☐ Urgent/24 Hours ☐ Important ☐ Routine

Description of Request
(“Request for Legal Opinion” or “Relates to pending litigation”. Is this request from a board, commission, committee¹, or staff member’s concern? Is the request of high or low priority? Please attach all relevant documentation.)

Meeting Attendance Requested

Date: _____ Time: _____

Location: _____

Time Frame
By what date is a response needed? Please explain.

Submit completed request form to the Office of the Town Administrator for processing.

Your above request for legal services was:

Forwarded to Town/Labor Counsel on (date) _____

Returned Request on (date) _____ for the following reason(s):

- ☐ Statute not reviewed
- ☐ State agency resource available
- ☐ Opinion already on file
- ☐ Assistance from another community may be available
- ☐ Other

James Kreidler, Town Administrator

¹ Board, Commission or Committee requests must include a copy of the authorizing vote.



**TOWN OF TOWNSEND
USE OF LEGAL COUNSEL**

4.4.2

Policy #3-0517-05

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A request for legal services form must be filled out and returned to the Selectmen's office before use of legal counsel can be utilized. This process is necessary in order to track expenses and for budgeting purposes. This form must be submitted to the Board of Selectmen's office and authorization must be obtained from the Town Administrator and/or their designee.

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Adopted by the Board of Selectmen on _____, 2017
THE TOWNSEND BOARD OF SELECTMEN

Gordon Clark, Chairman

Cindy King Vice-Chairman

Sue Lisio, Clerk

REQUEST FOR LEGAL SERVICES
TOWN OF TOWNSEND

Date: _____

Name: _____ Title: _____

Committee or Department: _____

☐ Emergency/Same Day ☐ Urgent/24 Hours ☐ Important ☐ Routine

Description of Request
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By what date is a response needed? Please explain.

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_____ Forwarded to Town/Labor Counsel on (date) _____

_____ Returned Request on (date) _____ for the following reason(s):

- _____ ☐ Statute not reviewed
- _____ ☐ State agency resource available
- _____ ☐ Opinion already on file
- _____ ☐ Assistance from another community may be available
- _____ ☐ Other

_____ James Kreidler, Town Administrator

¹ Board, Commission or Committee requests must include a copy of the authorizing vote.

TOWN OF TOWNSEND
272 MAIN STREET, TOWNSEND, MA 01469

NOTICE OF APPROVAL OF SPECIAL PERMIT

This is to certify that: **TERRI ROY**

V.F.W. Post #6538 491A Main Street West Townsend, MA

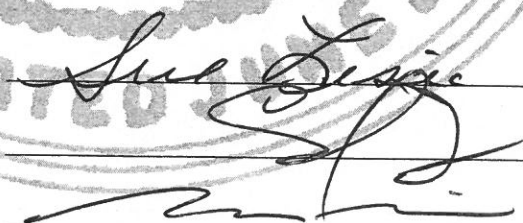
**THE ABOVE NAMED NON PROFIT ORGANIZATION IS HEREBY
GRANTED A SPECIAL LICENSE FOR THE SALE OF ALL ALCOHOLIC
BEVERAGES, TO BE DRUNK ON THE PREMISES**
Under Chapter 138, Section 14, of the Liquor Control Act.

In conjunction with a "Birthday Party" to be held on **May 25, 2018** with sale hours
from **6:00P.M. to 10:00P.M.**

The license is granted in conformity with the Statutes and ordinances relating thereto
and expires **05/25/18** unless sooner suspended or revoked.

Date: **5-22-18**

THE LOCAL LICENSING AUTHORITIES



SEE ATTACHED CONDITIONS OF LICENSE

TOWN OF TOWNSEND
272 MAIN STREET, TOWNSEND, MA 01469

NOTICE OF APPROVAL OF SPECIAL PERMIT

This is to certify that: **TERRI ROY**

V.F.W. Post #6538 491A Main Street West Townsend, MA

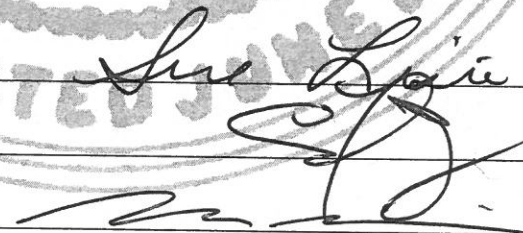
**THE ABOVE NAMED NON PROFIT ORGANIZATION IS HEREBY
GRANTED A SPECIAL LICENSE FOR THE SALE OF ALL ALCOHOLIC
BEVERAGES, TO BE DRUNK ON THE PREMISES**
Under Chapter 138, Section 14, of the Liquor Control Act.

In conjunction with a "Celebration of Life" to be held on **June 2, 2018** with sale hours
from **1:00P.M. to 5:00P.M.**

The license is granted in conformity with the Statutes and ordinances relating thereto
and expires **06/02/18** unless sooner suspended or revoked.

Date: **5-22-18**

THE LOCAL LICENSING AUTHORITIES



SEE ATTACHED CONDITIONS OF LICENSE

Carolyn Smart

From: rickbbailey@aol.com
Sent: Friday, May 11, 2018 9:23 AM
To: csmart@townsend.ma.us
Subject: Fwd: Advance Notice - Commonwealth of Massachusetts Half-Staff Notification - National Peace Officers Memorial Day

3.1

FYI for Police Memorial Week

-----Original Message-----

From: State House Events <sh.events@state.ma.us>
To: Rick Bailey <rickbbailey@aol.com>
Sent: Fri, May 11, 2018 9:19 am
Subject: Advance Notice - Commonwealth of Massachusetts Half-Staff Notification - National Peace Officers Memorial Day

Please be advised that in accordance with United States Public law 103-332, Massachusetts Governor Charlie Baker has ordered that the United States flag and the Commonwealth flag be lowered to half-staff at all state buildings from sunrise until sunset on Tuesday, May 15th, 2018 in honor of National Peace Officers Memorial Day.

This gubernatorial order applies to:

1. The main or administration building of each public institution of the Commonwealth, e.g. town and city halls.
2. Other state-owned or state-controlled buildings.
3. All state military installations.

You are currently subscribed to bsb-halfstaffnotification as: rickbbailey@aol.com

To unsubscribe send a blank email to leave-768851-

36212845.b4197724cce2830704e983ce18d85049@listserv.state.ma.us

If you were forwarded this message and would like to be added to the list please send a blank e-mail to subscribe-bsb-halfstaffnotification@listserv.state.ma.us



Virus-free. www.avg.com

PROCLAMATION

- WHEREAS, The Congress and President of the United States have designated May 15 as National Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and
- WHEREAS, the members of the Townsend Police Department bravely safeguard our community; and
- WHEREAS, it is important that all community members know and understand the duties, responsibilities, hazards, and sacrifices that our police officers face, and that our officers recognize their duty to serve the people by protecting our community against crime, violence, fear, and disorder, and by protecting the innocent against deception and the weak against oppression; and
- WHEREAS, the members of the Townsend Police Department provide for our safety at all hours of the day and night every day of the year; and

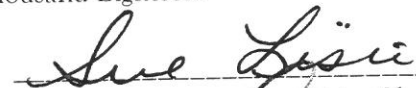
NOW THEREFORE, We, Sue Lisio, Cindy King, and Wayne Miller, Selectmen of the Town of Townsend, Middlesex County, in the Commonwealth of Massachusetts, call upon all community members in Townsend and upon all patriotic, civic and educational organizations to observe the week of May 13 - 19, 2018, as National Police Week and ask the Townsend community to recognize law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all community members.


The Board of Selectmen further calls upon all Townsend community members to observe Tuesday, May 15, 2018 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of their duty, and let us recognize and pay respect to the survivors of our fallen heroes.


In witness thereof, we have here unto set our hand and caused the Seal of the Townsend to be affixed.

Given this twenty-second day of May in the Year, Two Thousand Eighteen.




Sue Lisio, Chairman


Cindy King, Vice-Chairman


Wayne Miller, Clerk

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Townsend (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Energy Resources MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): 272 Main Street, Townsend, MA 01469		Business Mailing Address: 100 Cambridge Street, Suite 1020, Boston, MA 02114	
Contract Manager: James M. Kreidler, Jr.		Billing Address (if different):	
E-Mail: jkreidler@townsend.ma.us		Contract Manager: Jane Pfister	
Phone: 978-597-1700 x1701	Fax: 978-597-1719	E-Mail: jane.pfister@state.ma.us	
Contractor Vendor Code: VC6000192009		Phone: 617-626-1194	Fax: 617-727-0030
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): CT ENE 2017ENEP01TOWNCP7060	
		RFR/Procurement or Other ID Number: PON-ENE-2016-009	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>May 31, 2018</u> . Enter Amendment Amount: \$ <u>no change</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) Amending Contract End date	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>202,770</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amending the Contract End Date only -- New Contract End Date is May 31, 2019.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u> </u> , <u> </u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>May 31, 2019</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Sue Lisio</u> Date: <u>5-22-19</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sue Lisio</u> Print Title: <u>Chair, Board of Selectmen</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Alexander Gill</u> Print Title: <u>Chief Financial Officer</u>	



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which **MUST** be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly



posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.
Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.
Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.
Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.
Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:
Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.
Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.
Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.
Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.
Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

(Updated 3/21/2014) Page 3 of 6



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term



REQUEST FOR TRANSFER OF APPROPRIATIONS

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: May 22, 2018

FROM: Facilities Maintenance Department

OFFICER/DEPT HEAD: Mark Mercurio

Request is hereby made for a year-end transfer between departmental appropriations without the necessity of a town meeting vote.

I request that the Board of Selectmen, with the concurrence of the Finance Committee, consider the following:

☒ Last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

☐ Not a municipal light department or a school department

Amount requested: \$40,000.00 (see page 2 for detail)

To be transferred to: 001-01-191
Facilities Expenses

To be transferred from: 001-09-914
Health Insurance

Action by Board of Selectmen

5/22/18
Date of Meeting

Vote: YES [] NO []

Transfer voted in the sum: \$ 40,000.00

Steve Lisio
Chairman, Board of Selectmen

Action by Finance Committee

5/21/2018
Date of Meeting

Vote: YES [☒] NO []

Transfer voted in the sum: \$ 40,000.00

Lynn Pinkerton
Chairman, Finance Committee

Detail:

First, in late June of 2017, after the possibility of addressing the matter at Annual Town Meeting through the budget process, there was a consensus reached by the Facilities the Town Administrator that the municipal buildings landscape management was not meeting anyone's expectations. After a meeting between Facilities and Cemetery and Parks, who had been doing the work, it was determined that the only way to assure that the municipal buildings (town hall, library, senior center, police and fire station) were going to be properly cared for would be to contract the service out. After a procurement process a vendor was selected and the Town Administrator sought and received the vote of support from the Board of Selectmen to move forward and the Board executed the contract for **\$25,000**. A member of the Board asked if we could cover this within the FY18 budget and the Town Administrator replied that there was "budget availability" to cover the expense with the expectation that there would need to be this type of a year-end adjustment made to the facilities expense budget.

Secondly, two years ago when the Fire Department maintenance expense responsibility was transferred to the Facilities department there was a transfer of \$10,000 from Fire to Facilities. However, those funds were for salary and not for expenses. In FY18 the maintenance expenses for the fire department, covered by the facilities budget, are in excess of **\$15,000**.

12 Dudley Road		
	Alarm Monitoring	780.00
	Electricity	26,372.83
	Fire Alarm and Extinguishers	2,233.50
	Gas	8,292.07
	Generator Service	255.00
	HVAC	150.00
	Pest Control	1,424.80
	Septic	1,852.80
	Water	1,405.00
	12 Dudley Road - Other	6,499.43
Total 12 Dudley Road		49,265.43

Unitil (paid)	\$58,072.03
Unitil (unpaid)	\$22,857.24
Total	\$80,929.27

13 Elm Street		
	Fire Alarm and Extinguishers	2,364.00
	Generator Service	275.00
	HVAC	3,574.34
	Septic	1,417.40
	Vehicle Exhaust Contract	2,356.00
	13 Elm Street - Other	1,549.50
Total 13 Elm Street		11,536.24

Original - \$141,900
Appropriation

272 Main Street		
	Comcast	2,021.60
	Electricity	10,501.91
	Elevator Contract	3,634.66
	Fire Alarm and Extinguishers	2,192.28
	Gas	10,247.19
	Generator	290.00
	HVAC	3,274.06
	Pest Control	752.60
	Septic	1,300.00
	Special Projects	327.64
	Verizon	779.17
	Water	633.00
	272 Main Street - Other	1,249.04
Total 272 Main Street		37,203.15

274 Main Street		
	Electricity	639.90
	Fire Alarm and Extinguishers	51.26
	Gas	1,819.78
	HVAC	476.12
	Pest Control	405.00
	Water	79.13
Total 274 Main Street		3,471.19

276 Main Street		
	Electricity	198.35
Total 276 Main Street		198.35

460 Main Street		
	Fire Alarm and Extinguishers	169.60
	460 Main Street - Other	226.20
Total 460 Main Street		395.80

47 Main Street		
	Fire Alarm and Extinguishers	337.50
	Generator Service	270.00
	HVAC	1,265.07
Total 47 Main Street		1,872.57

All Buildings Misc		
	Cleaning Contract	33,636.60
	Groundskeeping Fertilizer	5,922.00
	Mowing Contract	18,050.00
	Supplies Misc	3,256.45
	All Buildings Misc - Other	-2,901.24
Total All Buildings Misc		57,963.81

Unpaid Bills

WB Mason	Supplies (trash liners & Paper)	\$177.69
Comcast	Internet	\$449.29
Verizon	Mark's Cell	\$286.01
JP Pest Services	Libr/SC	\$428.50
Apple Meadow	Misc All Buildings	\$14.71
Breen & Sullivan	HVAC/Memorial Hall	\$394.00
Ultimate Green Cleaning	Libr/SC	\$450.00
Stanley Elevator	Memorial Hall	\$1,404.81
Mammoth Fire Alarms	All Buildings under Facilities	\$1,305.20
Townsend Water	All Buildings under Facilities	\$1,163.50
Unitil	All Buildings under Facilities	\$22,524.88
Kristen Hunt	Short \$500 from April	\$500.00
TOTAL AS OF 5.14.18		\$29,098.59



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or entities or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

III. ATTACHMENT D - BUDGET

Check one: ☐ Initial Budget

☒ Budget/Account Amendment. Maximum Obligation before this Amendment: \$

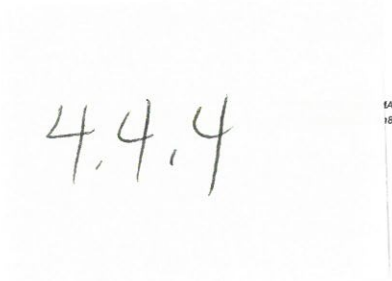
PRIOR MMARS DOCUMENT ID: (for reference - if applicable)

CURRENT DOC ID: CT ENE 2017ENEP01TOWNCP7060

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A	B	C	D	E	F	G	H	I
Budget Fiscal Year	Account	Object Class	Description	Initial Amount / or Amount Prior to Amendment	Indicate Add or Reduce +/-	Amendment Amount	Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal Funds	New Amount After Amendment
FY17	7006-7060	P01		\$50,692.50				\$
FY18	7006-7060	P01		\$152,077.50	-	\$1.00		\$152,076.50
FY19	7006-7060	P01		\$0	+	\$1.00		\$1.00
FY20	7006-7060	P01		\$0				\$

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF Contract	
FISCAL YEAR: 2017 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$50,692.50
FISCAL YEAR: 2018 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$152,076.50
FISCAL YEAR: 2019 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$1.00
FISCAL YEAR: 2020 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	\$ 202,770.00



Chapter 90. Personnel Policies

[HISTORY: Adopted by the Annual Town Meeting of the Town of Townsend 5-2-2006 by Art. 28.^[1] Amendments noted where applicable.]
[1] Editor's Note: Former Ch. 90, Personnel Board, adopted 5-4-1999 ATM by Art. 5, as amended 5-1-2001 ATM by Art. 41, was abolished 5-6-2003 ATM by Art. 30.

§ 90-1. Adoption of noncontractual personnel policies and procedures.

Any noncontractual personnel policy and/or procedure of the Town as affirmatively voted and signed off by the majority of elected boards and commissions shall be applicable to all noncontractual Town employees.

§ 90-2. Promotions and transfers.

[Added 11-18-2008 STM by Art. 12]
When an employee in the Town's wage matrix is promoted or transferred to a higher-rated position, he/she shall enter it at the minimum rate for that position. If his/her existing rate is higher than the minimum rate of the new position, he/she will advance to the next step above his/her present rate. He/she may also receive a one-step increase at the time of promotion, if the department head so recommends in writing, and as warranted by the employee's qualifications and performance, subject to the approval of the Board of Selectmen.
If an employee in the Town's wage matrix is transferred to a lower-rated position, he/she shall enter it at his/her rate in the position from which he/she is transferred. The pay rate of such employee shall be adjusted to the appropriate rate for his/her new position within one year by such adjustments as the Board of Selectmen shall determine.



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

Gordon Clark, *Chairman*
James. M. Kreidler, Jr.
Town Administrator

Cindy King, *Vice-Chairman*

Sue Lisio, *Clerk*
Office (978) 597-1701
Fax (978) 597-1719

MEMORANDUM

DATE: February 22, 2018
TO: All Appointed & Elected Officials and Department Heads
FROM: Carolyn Smart, Executive Assistant
RE: PERSONNEL POLICY & PROCEDURE AMENDMENT

The Board of Selectmen unanimously voted to approve an amendment to the Non-Contractual Personnel Policies & Procedures Manual, Article 30.3, Health Insurance, paragraph 2:

Current Policy-Article 30.3 Heath Insurance (Paragraph 2)

"The employee pays 15% share of the cost; the Town pays 85% share of the cost."

Amended Policy-Article 30.3 Health Insurance (Paragraph 2)

"The employee pays 25% share of the cost; the Town pays 75% share of the cost."

Below is the updated policy to insert into the polices & procedures booklet.

If you should have any questions, please do not hesitate to contact this office.

Thank you for your consideration in this matter.

cc: Board of Selectmen

ARTICLE 30

30. INSURANCE AND RETIREMENT BENEFITS

30.1 Summary

This policy will govern the treatment of insurance and shall include Life, Health and Disability. Information on all insurance's, health plans and retirement benefits are available from the Treasurer's Office.

30.2 Life Insurance

The Town provides two thousand (\$2,000.) dollars worth of term life insurance to all employees who work twenty (20) hours or more on a regular basis or 1040 hours per year. The Town pays 50% of the cost; Employee pays 50% of the cost. The insurance is not automatic. The insurance is not mandatory and employees may elect to take the insurance at a cost determined by the Treasurers Office on an annual basis. The Town Administrator or the Treasurer's Office shall offer the qualified employee the insurance during employee orientation. Employees at their option may purchase additional insurance at 100% of the cost.

30.3 Health Insurance

The Town provides health insurance in conformance with Chapter 32B of the Massachusetts General Laws. Employees who work twenty (20) hours or more on a regular basis for ten (10) consecutive months per year are eligible. The insurance is not mandatory. Employees may elect to not take the insurance.

The employee may opt to join any of the policies offered at the time of employment within thirty (30) days of their effective date of employment. The employee pays 25% share of the cost; the Town pays 75% share of the cost. Any eligible employee not enrolling in any insurance offered through the Town shall sign a waiver of coverage. Employees may change status or plans during the open enrollment month occurring annually. Employees may not make changes other than in the open enrollment period unless they decide to drop the policy or they have a change in status. Examples of change of status are marital changes or the loss of insurance under another policy.

Employees upon retirement pay 100% of the cost on or before the fourth Monday of each month. Late payments may cause cancellation of insurance.

30.4 Reduction in Hours

If an employee's hours are reduced below twenty (20) hours per week on a regular basis for ten (10) consecutive months per year, the following procedures shall be implemented.

A) Life Insurance - Policy for that employee shall be canceled on the effective date of change in the reduction of hours.

B) Health Insurance, Voluntary Reduction in Hours - If the reduction in hours is due to employee request or as a result to satisfy the needs of the employee, the current policy shall be canceled on the effective date of change in the reduction of hours. Insurance coverage is available until thirty-one (31) days later as premiums are paid monthly in advance. (Reference M.G.L. Chapter 175, Section 110G.)

30.5 Consolidated Omnibus Budget Reconciliation Act (Cobra) Provisions:

- A) There are provisions under Federal Law for employees who lose group coverage due to a reduction in hours. These employees may be eligible to maintain insurance under the Town's group policy at full cost (102%) to the employee for period of not less than eighteen (18) months.
- B) There are also provisions under Federal Law for employees who have left the employ of the Town to maintain group coverage. These former employees may be eligible to maintain insurance under the Town's group policy at full cost (102%) to the individual for a period of not less than eighteen (18) months.
- C) Late payments may cause cancellation of insurance.
- C) Further information on these programs may be obtained through the Town Administrator.

30.6 Worker's Compensation

The Worker's Compensation system provides replacement income and medical expenses to employees who suffer work-related injuries or illnesses. Benefits may also extend to the survivors of workers who are killed on the job.

Worker's Compensation shall be provided to all employees in conformance with Massachusetts General Laws. Should an employee have any questions, please contact the Town Administrator.

5.1.1

REQUEST FOR PROPOSALS TOWN COUNSEL SERVICES

Request for Proposals

The Town of Townsend seeks proposals for Town Counsel Services. Interested firms/applicants should meet or exceed RFP qualifications and be experienced in municipal law and related fields; adhere to standards of professional conduct and ethics; and be committed to rendering sound legal advice with suitable objectivity and professional detachment.

Written and Electronic submissions are required, which are detailed in the RFP. Personal interviews may also be required.

The RFP may be obtained at csmart@townsend.ma.us.

Written and Electronic Proposals are due to: James M. Kreidler, Jr. Procurement Officer, 272 Main Street, Townsend, MA 01469 and csmart@town.townsend.ma.us on or before January 19, 2018 by 2:00 PM.

REQUEST FOR PROPOSALS LABOR COUNSEL SERVICES

Request for Proposals

The Town of Townsend seeks proposals for Labor Counsel Services. Interested firms/applicants should meet or exceed RFP qualifications and be experienced in municipal law and related fields; adhere to standards of professional conduct and ethics; and be committed to rendering sound legal advice with suitable objectivity and professional detachment.

Written and Electronic submissions are required, which are detailed in the RFP. Personal interviews may also be required.

The RFP may be obtained at csmart@townsend.ma.us.

Written and Electronic Proposals are due to: James M. Kreidler, Jr. Procurement Officer, 272 Main Street, Townsend, MA 01469 and csmart@town.townsend.ma.us on or before January 19, 2018 by 2:00 PM.

**TOWN OF TOWNSEND
REQUEST FOR PROPOSALS
RFP #17-10
LABOR COUNSEL SERVICES**

James M. Kreidler, Jr.
Procurement Officer
978.597.1701
December 18, 2017

REQUEST FOR PROPOSALS

LABOR COUNSEL SERVICES

Request for Proposals

The Town of Townsend seeks proposals for Labor Counsel Services. Interested firms/applicants should meet or exceed RFP qualifications and be experienced in municipal law and related fields; adhere to standards of professional conduct and ethics; and be committed to rendering sound legal advice with suitable objectivity and professional detachment.

Written and Electronic submissions are required, which are detailed in the RFP. Personal interviews may also be required.

Written and Electronic Proposals are due to: James M. Kreidler, Jr. Procurement Officer, 272 Main Street, Townsend, MA 01469 and csmart@town.townsend.ma.us on or before January 19, 2018 by 2:00 PM.

REQUEST FOR PROPOSALS LABOR COUNSEL SERVICES

The Town of Townsend, Massachusetts (the “Town”) is seeking proposals from qualified attorneys or firms for the **Provision of Labor Counsel Services**, in a safe and efficient manner and in compliance with all applicable laws and regulatory requirements. Interested firms/applicants should meet or exceed RFP qualifications and be experienced in labor negotiations, grievance arbitration and labor relations cases and related matters; adhere to standards of professional conduct and ethics; and be committed to rendering sound legal advice with suitable objectivity and professional detachment.

The contract will be for a period of three (3) years.

Firms possessing the necessary qualifications, experience, and technical expertise are invited to submit proposals for the provision of **Labor Counsel Services** in accordance with this RFP and the Proposal Submission requirements detailed in the RFP document.

Sealed proposals shall be submitted consisting of a Technical Proposal and a Price Proposal, as described below, and are due at the Office of the Town Administrator-Procurement Officer, Town of Townsend, 272 Main Street, Townsend, MA 01469 on or before **January 19, 2018 at 2:00P.M.** Personal interviews may also be required of the finalists.

The appointing authority is the Board of Selectmen.

Any questions regarding this Request for Proposals shall be directed in writing no later than **January 15, 2018, 9:00 A.M.**, to Office of the Town Administrator-Procurement Officer, Town of Townsend, 272 Main Street, Townsend, MA 01469 or csmart@townsend.ma.us.

All questions will be answered via addendum to all perspective Proposers. No addenda will be issued within 72 hours of the proposal submission date, with the exception of an addendum to extend the proposal deadline.

I. OBJECTIVE

The Town of Townsend, Massachusetts seeks to appoint a highly qualified attorney or law firm as Labor Counsel. The successful appointee must meet or exceed the qualifications stated herein and, in general, must be readily accessible to those authorized pursuant to the Town of Townsend “Use of Counsel” policy, exceptionally experienced in municipal labor law as further described below, scrupulous in adhering to required standards of professional conduct and ethics, and committed to rendering sound legal advice with suitable objectivity and professional detachment. The contract will be for a period of three (3) years.

II. SCOPE OF LABOR COUNSEL SERVICES

The Town seeks Massachusetts licensed counsel experienced in the following matters:

- Personnel Law;
- Collective Bargaining;
- Grievance Arbitration;
- Disciplinary Hearings;
- Labor Relations Commission matters;
- MCAD matters; and
- All other specialties related to municipal labor law.
- Litigation: all courts, including appellate level, and administrative agencies.

The Town expects Labor Counsel attendance at the following:

- Upon request, be present at BOS meetings or other Town board meetings. BOS meetings are generally held on Tuesday evenings.

The Town expects Labor Counsel to collaborate or consult with Town Counsel and/or Special Counsel if authorized by the town.

III. MINIMUM QUALIFICATIONS

A. Bar Admissions

The prospective appointee and all those who serve as back-up to the prospective appointee (see below) must be a member in good standing of the Massachusetts Bar and of the Federal Bar for the District of Massachusetts.

B. Experience

The prospective appointee must represent or have represented as Labor Counsel (or functional equivalent) a minimum of one Massachusetts municipality for no less than five years; or represented other Massachusetts municipalities in specific areas of municipal labor law; or possess equivalent experience. References must be furnished for all municipalities represented currently or within the past ten years by the prospective appointee.

C. Accessibility and Accountability

The prospective appointee must commit to be available for frequent contact either through in person meetings or via telephone or email, responding to all communications from authorized officials either himself / herself or through a qualified back up attorney within 24 hours of the call / email. The prospective appointee must be accessible to authorized Town staff.

The Town Administrator's Office manages requests for Labor Counsel legal advice. The prospective appointee must also commit, as a general rule, to responding to requests for written opinions within one week unless the circumstances of the opinion warrant a shorter or longer time frame for a response. The prospective appointee must commit to preparing a brief written summary each month of all open issues and to preparing a report for the Town’s Annual Report at no cost to the Town.

D. Back-up

The prospective appointee must have within his or her firm or through an established relationship at least one other qualified attorney, who is specifically assigned as a back-up for Townsend, and who is available to render advice and otherwise represent the interests of the Town of Townsend when the prospective appointee is unavailable. In this context, “qualified attorney” shall mean another lawyer who substantially meets the minimum qualifications set forth herein for the prospective appointee.

E. Billing

The prospective appointee must commit to providing a summary of legal services rendered and invoices for services ordered, rendered and accepted on a monthly basis. Each statement must disclose, at a minimum, the date of the service, the identity of the lawyer or staff person performing the service, the subject matter reference for the service, a description of the service performed, the time it took to perform that function, and the hourly rate for the individual performing the function. Litigation expenses invoiced shall be segregated to identify costs associated with individual cases. Expense items must be itemized. Billings may be subject to external review. (See Attachment B)

F. Insurance Requirements

The prospective appointee shall provide Certificates of Insurance coverage as listed below and shall be provided by insurer(s) licensed to do business in the Commonwealth of Massachusetts. Said insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

Certificates evidencing that such insurance are in full force and effect shall be delivered to the Town simultaneously with the final execution of this contract, and renewal certificates will be provided annually throughout the contract term. Failure to do so shall constitute a material breach of this contract and be grounds for immediate termination. The Town reserves the right to modify these insurance requirements.

The Contractor’s Liability Policies shall be so written that the Town will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation, and shall include:

- 1. Lawyers Professional Liability of at least \$1,000,000/occurrence / \$3,000,000 aggregate,

The Town of Townsend shall be named as “Additional Insured” for the following:

- 2. Workers’ Compensation Insurance as required by law,
- 3. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit,
- 4. Vehicle Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability per accident.

IV. FEES AND EXPENSES

The Town is committed to containing legal costs and wishes to understand the basis on which the responding attorneys propose fees and expenses. Any attorney/law firm wishing to be considered for appointment may submit with its application alternative proposals to the traditional hourly rate arrangement. For example, responding attorneys may propose a fixed retainer for a specified scope of services with an hourly rate for work outside the established scope of services, or a fixed cost for a set number of hours per month. Towards this end, responding attorneys are encouraged to clearly outline how they might assist the Town in containing legal costs. Any single expense/disbursement exceeding \$500 requires prior approval from the Town Administrator.

If a minimum annual contract is proposed, define what would be included in such an arrangement. Responding attorneys should feel free to be creative in this regard so long as the proposal is workable and reasonable.

Whether or not an alternative fee arrangement is proposed by the responding attorney, the attached fees and expenses response sheet must be filled out completely.

The Town seeks pricing structure proposals for 3 years; however, appointment of Town Counsel is made annually by the Board of Selectmen.

V. SELECTION

In seeking Labor Counsel, the Board of Selectmen of the Town of Townsend is not bound by M.G.L. c.30B or by any other constraints apart from the sound judgment of the Selectmen. This process is being used to communicate the desired qualifications of Labor Counsel and to solicit information in an orderly fashion for rough comparative purposes.

Ultimately, the Board of Selectmen will select the candidate deemed to be in the best interests of the Town, in its sole discretion. Consequently, the Board of Selectmen and Town of Townsend reserve the right to waive any irregularities in the RFP process and to accept or reject any or all proposals. It is anticipated that the selection process will conclude by February 2018.

VI. SUBMISSION OF TECHNICAL AND PRICE PROPOSALS

All Proposers must ensure that submittals are made as specified below.

The submittal shall discuss the **Technical Qualifications and Approach** that the Proposer offers, including **Price** information and be in a sealed envelope clearly marked:

“Technical and Price Proposal for Provision of Labor Counsel Services”

One original Technical and Price Proposal signed by the Proposer, seven (7) copies and one (1) electronic copy are required and must be received no later than **January 19, 2018 at 2:00 p.m.** Any proposal received after that time and date will not be accepted.

Technical and Price Proposals to:
Town of Townsend,
Townsend Town Hall
272 Main Street
Townsend, Massachusetts 01469

Electronic copies must be in PDF format and provided either on media or sent via email to csmart@townsend.ma.us.

Addenda to RFP

If the Town determines to respond to any questions submitted or to amend the RFP in response thereto, the Town will do so in the form of an Addendum to the RFP issued no later than **January 15, 2018**, with the exception of an addendum to extend the proposal deadline.

Addenda will be sent by e-mail to all persons on record as having registered with current contact information including the name and address of the interested firm or individual, a valid e-mail address, and phone number.

It is the responsibility of all Respondents to register with the Town Administrator's office to receive any addenda that may be issued. Notwithstanding the foregoing, it is the RFP Respondent's responsibility to ensure that it has obtained all RFP Addenda issued prior to the submission deadline.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid, or proposal, 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 any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of Individual, or
Corporation Name _____
By: _____

Corporate Officer & Title (if applicable)

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 63C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Federal Identification Number: _____

Signature of Individual: _____

Name of Business: _____

CERTIFICATE OF AUTHORITY

I (Name of Officer), certify that I am the _____ (Title) of the Corporation named as Proposer in the within Proposal; that _____ (Name of Officer signing form) who signed said Proposal on behalf of the Submitter was then _____ (Title) of said Corporation; that I know his/her signature and that his/her signature is genuine and that said Proposal was duly signed, sealed and executed for and on behalf of said Corporation by authority of its governing body.

ATTEST: _____

AFFIX CORPORATE SEAL

Instruction: This certificate must be completed where Proposer is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal for the Corporation, this certificate must be countersigned by another Officer of the Corporation.

ATTACHMENT A – RFP RESPONSE

**RESPONSE FOR TOWN OF TOWNSEND LABOR COUNSEL SERVICES
REQUEST FOR PROPOSALS**

Name of Lead Attorney/ Labor Counsel: _____

BBO#: _____

Name of Firm: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Fax Number: _____

Email: _____

Website: _____

ATTACHMENT B – RFP FINANCIAL INFORMATION

**RESPONSE FOR TOWN OF TOWNSEND LABOR COUNSEL SERVICES
FINANCIAL INFORMATION REQUEST FOR PROPOSALS**

Fees and Expenses Response Sheet

(Answer on a separate sheet to be attached to and made a part of the overall Response to the RFP)

1. Please list the name and hourly rate for proposed lead Labor Counsel and for each attorney intended or likely to serve as back-up, as well as each member of the team.
2. If you propose to bill for services provided by paralegals, clerical staff, or other non-attorney personnel, please list by title and by hourly rate each position for whom you may bill.
3. Please provide a complete listing of all charges for expenses you intend to impose as incurred (i.e., any and all copy charges, telephone charges, fax charges, mileage charges and the like, but excluding any fees for stenographers, court fees, service fees and the like).
4. In what hourly increments do you intend to bill?
5. Do you bill out attorney time out of the office on a portal-to-portal basis or some other basis? Please describe.
6. Please describe any proposed alternative fee arrangement.
7. For each city or town you represent list the legal budget (broken down) the last five years and the actual amount spent that year, with an explanation for any substantial differences.
8. For each city and town, describe cost containment procedures you have implemented to keep the legal budget reasonable and cost effective.

ATTACHMENT C – LABOR LAW EXPERIENCE CHECKLIST
MUNICIPAL LABOR LAW EXPERIENCE CHECKLIST

(To be completed for each team member)

Rate your experience within the last five years in the following areas of municipal labor law using the scale below.

- 1. No experience**
- 2. Limited experience**
- 3. Moderate experience**
- 4. Advanced experience**
- 5. Extensive experience**

- Personnel Law;
- Collective Bargaining;
- Grievance Arbitration;
- Disciplinary Hearings;
- Labor Relations Commission matters;
- MCAD matters; and
- All other specialties related to municipal labor law.

ATTACHMENT D – STATEMENT OF LITIGATION EXPERIENCE
STATEMENT OF LITIGATION EXPERIENCE

(To be completed for each team member)
Rate your experience within the last five years practicing before the following Courts, Boards and Commissions based on the scale listed below.

- 1. No experience**
- 2. Limited experience**
- 3. Moderate experience**
- 4. Advanced experience**
- 5. Extensive experience**

- Trials before State Courts (Superior Court)
- Trials before Federal District Courts
- Appeals before Massachusetts Appeals Court
- Appeals before Massachusetts Supreme Judicial Court
- Arbitration Proceedings
- Mediation Proceedings
- Administrative Proceedings before Division of Administrative Law Appeals

**TOWN OF TOWNSEND
REQUEST FOR PROPOSALS
RFP #17-11
TOWN COUNSEL SERVICES**

James M. Kreidler, Jr.
Procurement Officer
978.597.1701
December 18, 2017

REQUEST FOR PROPOSALS TOWN COUNSEL SERVICES

Request for Proposals

The Town of Townsend seeks proposals for Town Counsel Services. Interested firms/applicants should meet or exceed RFP qualifications and be experienced in municipal law and related fields; adhere to standards of professional conduct and ethics; and be committed to rendering sound legal advice with suitable objectivity and professional detachment.

Written and Electronic submissions are required, which are detailed in the RFP. Personal interviews may also be required.

The RFP may be obtained at csmart@townsend.ma.us.

Written and Electronic Proposals are due to: James M. Kreidler, Jr. Procurement Officer, 272 Main Street, Townsend, MA 01469 and csmart@town.townsend.ma.us on or before January 19, 2018 by 2:00 PM.

REQUEST FOR PROPOSALS TOWN COUNSEL SERVICES

The Town of Townsend, Massachusetts (the “Town”) is seeking proposals from qualified attorneys or firms for the **Provision of Town Counsel Services**, in a safe and efficient manner and in compliance with all applicable laws and regulatory requirements. Interested firms/applicants should meet or exceed RFP qualifications and be experienced in municipal law and related fields; adhere to standards of professional conduct and ethics; and be committed to rendering sound legal advice with suitable objectivity and professional detachment.

The contract will be for a period of three (3) years.

Firms possessing the necessary qualifications, experience, and technical expertise are invited to submit proposals for the provision of **Town Counsel Services** in accordance with this RFP and the Proposal Submission requirements detailed in the RFP document.

Sealed proposals shall be submitted consisting of a Technical Proposal and a Price Proposal, as described below, and are due at the Office of the Town Administrator-Procurement Officer, Town of Townsend, 272 Main Street, Townsend, MA 01469 on or before **January 19, 2018 at 2:00 P.M.** Personal interviews may also be required of the finalists.

The appointing authority is the Board of Selectmen.

Any questions regarding this Request for Proposals shall be directed in writing no later than **January 15, 2018, 9:00 a.m.**, to Office of the Town Administrator-Procurement Officer, Town of Townsend, 272 Main Street, Townsend, MA 01469 or csmart@townsend.ma.us.

All questions will be answered via addendum to all perspective Proposers. No addenda will be issued within 72 hours of the proposal submission date, with the exception of an addendum to extend the proposal deadline.

I. OBJECTIVE

The Town of Townsend, Massachusetts seeks to appoint a highly qualified attorney or law firm as Town Counsel. The successful appointee must meet or exceed the qualifications stated herein and, in general, must be readily accessible to those authorized pursuant to the Town of Townsend “Use of Counsel” policy, exceptionally experienced in municipal law as further described below, scrupulous in adhering to required standards of professional conduct and ethics, and committed to rendering sound legal advice with suitable objectivity and professional detachment. The contract will be for a period of three (3) years.

II. SCOPE OF TOWN COUNSEL SERVICES

The Town seeks Massachusetts licensed counsel experienced in the following matters:

- General Municipal Law, established under Massachusetts General Law and case law;
- Municipal Finance;

- Town Charter, bylaws and regulations;
- Open Meeting, public record, executive session, conflicts of interest law;
- Zoning and land use issues;
- Real estate issues: acquisitions, sales, eminent domain, easements, leases, foreclosures, auctions, tax takings; licenses; conservation and agricultural restrictions; right-of-first refusal;
- Town Meeting: drafting and review of warrant articles and motions, advice on issues before and at Town Meeting;
- Drafting and monitoring special legislation;
- Public bidding, public construction, and municipal procurement issues including lease-purchasing of equipment and contract approval;
- Affordable Housing;
- Subdivision Control law;
- Community Preservation Act;
- Wetlands regulation;
- Environmental issues;
- Elections law and procedures;
- Licensing;
- Appellate Tax Board matters;
- Insurance Coverage issues;
- First Amendment free speech issues;
- Litigation: all courts, including appellate level, and administrative agencies.

The Town expects Town Counsel attendance at the following:

- Upon request, all sessions of Special and Annual Town Meetings (Annual Town Meeting is first Tuesday in May, set by bylaw);
- Upon request, be present at BOS meetings or other Town board meetings. BOS meetings are generally held on Tuesday evenings.

The Town expects Town Counsel to collaborate or consult with Labor and/or Special Counsel if authorized by the town.

III. MINIMUM QUALIFICATIONS

A. Bar Admissions

The prospective appointee and all those who serve as back-up to the prospective appointee (see below) must be a member in good standing of the Massachusetts Bar and of the Federal Bar for the District of Massachusetts.

B. Experience

The prospective appointee must represent or have represented as Town Counsel (or functional equivalent) a minimum of one Massachusetts municipality for no less than five years; or represented other Massachusetts municipalities in specific areas of municipal law; or possess equivalent experience. References must be furnished for all municipalities represented currently or within the past ten years by the prospective appointee.

C. Accessibility and Accountability

The prospective appointee must commit to be available for frequent contact either through in person meetings or via telephone or email, responding to all communications from authorized officials either himself / herself or through a qualified back up attorney within 24 hours of the call / email. The prospective appointee must be accessible to authorized Town staff.

The Town Administrator's Office manages requests for Town Counsel legal advice. The prospective appointee must also commit, as a general rule, to responding to requests for written opinions within one week unless the circumstances of the opinion warrant a shorter or longer time frame for a response. The prospective appointee must commit to preparing a brief written summary each month of all open issues and to preparing a report for the Town’s Annual Report at no cost to the Town.

D. Back-up

The prospective appointee must have within his or her firm or through an established relationship at least one other qualified attorney, who is specifically assigned as a back-up for Townsend, and who is available to render advice and otherwise represent the interests of the Town of Townsend when the prospective appointee is unavailable. In this context, “qualified attorney” shall mean another lawyer who substantially meets the minimum qualifications set forth herein for the prospective appointee.

E. Billing

The prospective appointee must commit to providing a summary of legal services rendered and invoices for services ordered, rendered and accepted on a monthly basis. Each statement must disclose, at a minimum, the date of the service, the identity of the lawyer or staff person performing the service, the subject matter reference for the service, a description of the service performed, the time it took to perform that function, and the hourly rate for the individual performing the function. Litigation expenses invoiced shall be segregated to identify costs associated with individual cases. Expense items must be itemized. Billings may be subject to external review. (See Attachment B)

F. Insurance Requirements

The prospective appointee shall provide Certificates of Insurance coverage as listed below and shall be provided by insurer(s) licensed to do business in the Commonwealth of Massachusetts. Said insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

Certificates evidencing that such insurance are in full force and effect shall be delivered to the Town simultaneously with the final execution of this contract, and renewal certificates will be provided annually throughout the contract term. Failure to do so shall constitute a material breach of this contract and be grounds for immediate termination. The Town reserves the right to modify these insurance requirements.

The Contractor’s Liability Policies shall be so written that the Town will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation, and shall include:

- 1. Lawyers Professional Liability of at least \$1,000,000/occurrence / \$3,000,000 aggregate,

The Town of Townsend shall be named as **“Additional Insured”** for the following:

- 2. Workers’ Compensation Insurance as required by law,
- 3. General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit,
- 4. Vehicle Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability per accident.

IV. FEES AND EXPENSES

The Town is committed to containing legal costs and wishes to understand the basis on which the responding attorneys propose fees and expenses. Any attorney/law firm wishing to be considered for appointment may submit with its application alternative proposals to the traditional hourly rate arrangement. For example, responding attorneys may propose a fixed retainer for a specified scope of services with an hourly rate for work outside the established scope of services, or a fixed cost for a set number of hours per month. Towards this end, responding attorneys are encouraged to clearly outline how they might assist the Town in containing legal costs. Any single expense/disbursement exceeding \$500 requires prior approval from the Town Administrator.

If a minimum annual contract is proposed, define what would be included in such an arrangement. Responding attorneys should feel free to be creative in this regard so long as the proposal is workable and reasonable.

Whether or not an alternative fee arrangement is proposed by the responding attorney, the attached fees and expenses response sheet must be filled out completely.

The Town seeks pricing structure proposals for 3 years; however, appointment of Town Counsel is made annually by the Board of Selectmen.

V. SELECTION

In seeking Town Counsel, the Board of Selectmen of the Town of Townsend is not bound by M.G.L. c.30B or by any other constraints apart from the sound judgment of the Selectmen. This process is being used to communicate the desired qualifications of Town Counsel and to solicit information in an orderly fashion for rough comparative purposes.

Ultimately, the Board of Selectmen will select the candidate deemed to be in the best interests of the Town, in its sole discretion. Consequently, the Board of Selectmen and Town of Townsend reserve the right to waive any irregularities in the RFP process and to accept or reject any or all proposals. It is anticipated that the selection process will conclude by February 2018.

VI. SUBMISSION OF TECHNICAL AND PRICE PROPOSALS

All Proposers must ensure that submittals are made as specified below.

The submittal shall discuss the **Technical Qualifications and Approach** that the Proposer offers, including **Price** information and be in a sealed envelope clearly marked:

“Technical and Price Proposal for Provision of Town Counsel Services”

One original Technical and Price Proposal signed by the Proposer, seven (7) copies and one (1) electronic copy are required and must be received no later than **January 19, 2018 at 2:00 p.m.** Any proposal received after that time and date will not be accepted.

Technical and Price Proposals to:
Town of Townsend,
Townsend Town Hall
272 Main Street
Townsend, Massachusetts 01469

Electronic copies must be in PDF format and provided either on media or sent via email to csmart@townsend.ma.us .

Addenda to RFP

If the Town determines to respond to any questions submitted or to amend the RFP in response thereto, the Town will do so in the form of an Addendum to the RFP issued no later than **January 15, 2018**, with the exception of an addendum to extend the proposal deadline.

Addenda will be sent by e-mail to all persons on record as having registered with current contact information including the name and address of the interested firm or individual, a valid e-mail address, and phone number.

It is the responsibility of all Respondents to register with the Town Administrator’s office to receive any addenda that may be issued. Notwithstanding the foregoing, it is the RFP Respondent’s responsibility to ensure that it has obtained all RFP Addenda issued prior to the submission deadline.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid, or proposal, 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 any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of Individual, or
Corporation Name _____
By: _____

Corporate Officer & Title (if applicable) _____

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. Chapter 63C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Federal Identification Number: _____

Signature of Individual: _____

Name of Business: _____

CERTIFICATE OF AUTHORITY

I (Name of Officer), certify that I am the _____ (Title) of the Corporation named as Proposer in the within Proposal; that _____ (Name of Officer signing form) who signed said Proposal on behalf of the Submitter was then _____ (Title) of said Corporation; that I know his/her signature and that his/her signature is genuine and that said Proposal was duly signed, sealed and executed for and on behalf of said Corporation by authority of its governing body.

ATTEST: _____

AFFIX CORPORATE SEAL

Instruction: This certificate must be completed where Proposer is a Corporation, and should be so completed by its Clerk. In the event that the Clerk is the person signing the Proposal for the Corporation, this certificate must by countersigned by another Officer of the Corporation.

ATTACHMENT A – RFP RESPONSE

**RESPONSE FOR TOWN OF TOWNSEND TOWN COUNSEL SERVICES
REQUEST FOR PROPOSALS**

Name of Lead Attorney/ Town Counsel: _____

BBO#: _____

Name of Firm: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Fax Number: _____

Email: _____

Website: _____

ATTACHMENT B – RFP FINANCIAL INFORMATION

**RESPONSE FOR TOWN OF TOWNSEND TOWN COUNSEL SERVICES
FINANCIAL INFORMATION REQUEST FOR PROPOSALS**

Fees and Expenses Response Sheet

(Answer on a separate sheet to be attached to and made a part of the overall Response to the RFP)

1. Please list the name and hourly rate for proposed lead Town Counsel and for each attorney intended or likely to serve as back-up, as well as each member of the team.
2. If you propose to bill for services provided by paralegals, clerical staff, or other non-attorney personnel, please list by title and by hourly rate each position for whom you may bill.
3. Please provide a complete listing of all charges for expenses you intend to impose as incurred (i.e., any and all copy charges, telephone charges, fax charges, mileage charges and the like, but excluding any fees for stenographers, court fees, service fees and the like).
4. In what hourly increments do you intend to bill?
5. Do you bill out attorney time out of the office on a portal-to-portal basis or some other basis? Please describe.
6. Please describe any proposed alternative fee arrangement.
7. For each city or town you represent list the legal budget (broken down) the last five years and the actual amount spent that year, with an explanation for any substantial differences.
8. For each city and town, describe cost containment procedures you have implemented to keep the legal budget reasonable and cost effective.

ATTACHMENT C – MUNICIPAL LAW EXPERIENCE CHECKLIST
MUNICIPAL LAW EXPERIENCE CHECKLIST

(To be completed for each team member)

Rate your experience within the last five years in the following areas of municipal law using the scale below.

- 1. No experience
- 2. Limited experience
- 3. Moderate experience
- 4. Advanced experience
- 5. Extensive experience

- General Municipal Law, established under Massachusetts General Law and case law;
- Municipal Finance;
- Town bylaws and regulations;
- Open Meeting, public record, executive session, conflicts of interest law;
- Zoning and land use issues;
- Real estate issues: acquisitions, sales, eminent domain, easements, leases, foreclosures, auctions, tax takings; licenses; conservation and agricultural restrictions; right-of- first refusal;
- Town Meeting: drafting and review of warrant articles and motions, advice on issues before and at Town Meeting;
- Drafting and monitoring special legislation;
- Public bidding, public construction, and municipal procurement issues including lease-purchasing of equipment and contract approval;
- Affordable Housing: MGL. c. 40B; MGL c. 44, s. 55C (Municipal Housing Trusts);
- Subdivision Control law;
- Community Preservation Act;
- Wetlands regulation;
- Environmental issues;
- Elections law and procedures;
- Licensing;
- Appellate Tax Board matters;
- Insurance Coverage issues;
- First Amendment free speech issues;
- Litigation: all courts, including appellate level, and administrative agencies.

ATTACHMENT D – STATEMENT OF LITIGATION EXPERIENCE
STATEMENT OF LITIGATION EXPERIENCE

(To be completed for each team member)
Rate your experience within the last five years practicing before the following Courts, Boards and Commissions based on the scale listed below.

- 1. No experience**
- 2. Limited experience**
- 3. Moderate experience**
- 4. Advanced experience**
- 5. Extensive experience**

- Trials before State Courts (District, Superior, Land Courts)
- Trials before Federal District Courts
- Appeals before Massachusetts Appeals Court
- Appeals before Massachusetts Supreme Judicial Court
- Arbitration Proceedings
- Mediation Proceedings
- Administrative Proceedings before Massachusetts Appellate Tax Board
- Administrative Proceedings before Massachusetts Department of Environmental Protection
- Administrative Proceedings before the Alcoholic Beverages Control Commission (ABCC)
- Administrative Proceedings before the Housing Appeals Committee
- Administrative Proceedings before Division of Administrative Law Appeals



REQUEST FOR TRANSFER OF APPROPRIATION

5.1.2.1

TO: BOARD OF SELECTMEN
FINANCE COMMITTEE

DATE: May 22, 2018

FROM: Facilities Maintenance Department

OFFICER/DEPT HEAD: Mark Mercurio

Request is hereby made for a year-end transfer between departmental appropriations without the necessity of a town meeting vote.

I request that the Board of Selectmen, with the concurrence of the Finance Committee, consider the following:

☒ Last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

☐ Not a municipal light department or a school department

Amount requested: \$40,000.00 (see page 2 for detail)

To be transferred to: 001-01-191
Facilities Expenses

To be transferred from: 001-09-914
Health Insurance

Action by Board of Selectmen

Action by Finance Committee

Date of Meeting

Date of Meeting

Vote: YES [] NO []

Vote: YES [] NO []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chairman, Board of Selectmen

Chairman, Finance Committee

Detail:

First, in late June of 2017, after the possibility of addressing the matter at Annual Town Meeting through the budget process, there was a consensus reached by the Facilities the Town Administrator that the municipal buildings landscape management was not meeting anyone's expectations. After a meeting between Facilities and Cemetery and Parks, who had been doing the work, it was determined that the only way to assure that the municipal buildings (town hall, library, senior center, police and fire station) were going to be properly cared for would be to contract the service out. After a procurement process a vendor was selected and the Town Administrator sought and received the vote of support from the Board of Selectmen to move forward and the Board executed the contract for **\$25,000**. A member of the Board asked if we could cover this within the FY18 budget and the Town Administrator replied that there was "budget availability" to cover the expense with the expectation that there would need to be this type of a year-end adjustment made to the facilities expense budget.

Secondly, two years ago when the Fire Department maintenance expense responsibility was transferred to the Facilities department there was a transfer of \$10,000 from Fire to Facilities. However, those funds were for salary and not for expenses. In FY18 the maintenance expenses for the fire department, covered by the facilities budget, are in excess of **\$15,000**.



Office of the
BOARD OF SELECTMEN
272 Main Street, Townsend, Massachusetts 0

6-0

Gordon Clark, Chairman
James M. Kreidler, Jr.,
Town Administrator

Cindy King, Vice-Chairman

Sue Lisio, Clerk
(978) 597-1701

MEETING MINUTES
MAY 30, 2017 11:00 A.M. MEMORIAL HALL
272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 The meeting was called to order.
Roll call vote taken showed 3 members present: Chairman, Gordon Clark (GC), Vice-Chairman, Cindy King (CK), and Clerk, Sue Lisio (SL).
- 1.2 Pledge of Allegiance
- 1.3 There were no Chairman's additions or deletions.

II. EXECUTIVE SESSION - VOTES MAY BE TAKEN:

GC read the purpose for the executive session: Executive Session: pursuant to GL c. 30A, s. 21(a)(1) to discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual.

GC asked LT Giancotti if he wanted the hearing in executive session or in open session. GC read a letter into the record from the Attorney Akerson stating the hearing will be in open session and that he is being represented by Counsel.

James M. Kreidler, Town Administrator asked Mr. Giancotti to confirm for the record he did receive the letter sent to him regarding the executive session and charges contained. Mr. Giancotti confirmed he did receive the notification. Mr. Kreidler asked Mr. Giancotti if he received the hearings officer report. Mr. Giancotti confirmed receipt.

Mr. Kreidler read the charges into the record. Mr. Kreidler read the summary of Gerald Hayes report into the record (see attached).

Mr. Kreidler asked if Mr. Giancotti accepted responsibility for his part in these matters.
Mark Giancotti stated he did not accept any responsibility.

Attorney Akerson requested that Selectman Clark recuse himself from the discussion because of civil liabilities.

Selectmen's Meeting Minutes for May 30, 2017

SL announced she filed an ethics disclosure and stated LT Ginacotti was a family friend of Ms. Lisio's daughter.

SL read article 16 of the Personnel Policies & Procedures. SL read a paragraph from the hearings officer report regarding the lack of training. (see attached).

GC requested that Mr. Joseph Shank stop disrespecting the Board.

SL stated she felt the town has responsibility and Lt Giancotti through no fault of his own did not have the training.

CK this has been going on for over a year. CK stated she felt the Hearings Officer recommendation was fair and took into account the training and leadership issues at the Police Department.

SL would like to make a motion, as discussion is going toward discipline. Attorney Jenkins stated the Board members should be granted the chance to speak.

CK stated she was grateful the recommended was only for one week suspended, her fear it would much harsher.

Attorney Jenkins asked if GC had any individual comments, he replied he did. GC stated he had no involvement in the selection of the investigator nor of the hearings officer. Attorney Jenkins confirmed GC had no involvement.

Attorney Akerson requested that Mr. Clark consider the issues occurring with Mrs. Clark. GC requested a Point of Order. Attorney Jenkins asked for clarification as to his request. Attorney Jenkins stated Attorney Akerson asked GC to recuse himself as he has a financial interest. GC denied the accusation and request.

GC clarified his position today was just to accept the hearings officer report and recommendations.

Attorney Jenkins suggested a motion to accept the Hearing Officer's summary of relevant facts pertaining to the findings and charges.

SL moved that the Board accept the report of the Hearing Officer reported dated May 3, 2017 for Mark Giancotti up until the last paragraph. CK seconded. Unanimous vote

SL move that the Board impose a 2 day suspension without pay for Lt. Giancotti. There was no second.

CK moved to impose the maximum punishment in the Hearings Officer report for one full week without pay. GC seconded.

SL stated recommending less is getting back to the town's responsibility in this matter as well. CK read a section of the Hearing Officer's report into the record. CK disappointed the LT will not accept any responsibility and that is why she felt the maximum punishment should be implemented.

Selectmen's Meeting Minutes for May 30, 2017

CK clarified her motion to mean five calendar work days. GC and CK voted (YES) SL voted (NO)

CK move to direct the Police Chief to impose the sanction. SL seconded. GC and CK vote (YES) and SL abstained.

III. ADJOURNMENT:

SL moved to adjourn. CK seconded. Unanimous vote. GC clarified the Board adjourned at 12:06P.M.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve and the meeting minutes of May 30, 2017, by the Board of Selectmen this _____day of _____, 2018.



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

Cindy King, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Gordon Clark, *Vice-Chairman*

Sue Lisio, *Clerk*
(978) 597-1701

MEETING MINUTES FOR MARCH 20, 2018 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES – VOTES MAY BE TAKEN:
 - 1.1 The Meeting was called to order at 6:00P.M.
Roll call vote taken showed 3 members present: Chairman Cindy King (CK), Vice-Chairman Gordon Clark (GC) and Clerk Sue Lisio (SL)
 - 1.2 Pledge of Allegiance
 - 1.3 Announce that the meeting is being tape recorded.
CK inquired as to anyone is the audience that would be tape recording. Lisa Lewand stated she would be.
 - 1.4 There were no Chairman's additions or deletions.
- II. APPOINTMENTS OF OFFICIALS/PERSONNEL – VOTES MAY BE TAKEN:
 - 2.1 SL moved to appoint John J. Mallinon as a per-diem paramedic for the Townsend Fire-EMS Department contingent upon the passing of a medical exam and CORI check with a one-year probationary period. GC seconded. Unanimous vote.
 - 2.2 SL moved to appoint Ronald Petrucci as a per-diem paramedic for the Townsend Fire-EMS Department contingent upon the passing of a medical exam and CORI check with a one-year probationary period. GC seconded. Unanimous vote.
 - 2.3 SL moved to nominate Mary Letourneau as Animal Inspector in charge of quarantines for a one-year term from May 1, 2018 to April 30, 2019. GC seconded. Unanimous vote. GC seconded. Unanimous vote.
 - 2.4 SL moved to nominate John King as Animal Inspector for barn inspections for a one-year term from May 1, 2018 to April 30, 2019. GC seconded. Unanimous vote.
 - 2.5 SL moved to appoint Roger Rapoza, Jr as a Water Technician for the Townsend Water Department contingent upon the passing of a medical exam and CORI check with a one-year probationary period. GC seconded:
Discussion: GC inquired as to the process. Mr. Kreidler explained the process used to hire. GC asked if Mass Water Works or any private water vendors were notified of the vacancy. GC stated he still has questions regarding the process and is not ready to vote. CK stated she was satisfied with the reported process as outlined by the Water Superintendent. SL reported that she did file a 23b ethics disclosure as she is friends with Roger's parents. GC questioned the candidate process, as he

understands there was a candidate with the license requirement, he also understood the candidate wanted additional money and he believes that would have been a collective bargaining issue that should have been brought to the Board. CK stated the process paperwork was in order and legal. Unanimous vote. GC recused himself from the vote.

The Water Superintendent requested the BOS address agenda item 3.10 out of order. CK agreed to address 3.10

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

3.1 Review/Discuss/Approval proposal from Unitil, RE: Street Light Upgrade.

SL moved to approve the proposal from Unitil for the Street Light upgrade. GC seconded. Mr. Kreidler informed the Board the Energy Committee worked with Unitil to get the proposal finished, Unitil will maintain the owner of the poles in the proposal. Mr. Kreidler stated the energy costs should go down by .33%. Unanimous vote.

3.2 Review/Approve request for use of the LRTA bus for shuttle services, RE: Earth Day. SL moved to approve the request for the LRTA bus to be used for Earth Day. GC seconded. Unanimous vote.

3.3 SL moved to approve the write off \$133,513.64 in uncollectable ambulance receipts for FY15, FY16, and FY17. GC seconded.

SL inquired as to the collection agencies and further collection methods. SL in the future would like to know more about Costal Billing and what methods they use for collection. CK averaged per outstanding call, explaining the amount collected is not for the entire bill. GC stated he would like additional information regarding the collection procedure and outstanding amount as well. CK & SL (YES) GC (NO).

3.4 SL moved to approve the request for Fire-EMS Chief, Mark Boynton to attend the NFA Course R0492, Emergency Resource Deployment Planning and to use his assigned vehicle for transportation to and from the Academy. GC seconded. Discussion regarding the use of the vehicle, mileage, and comparatives with rentals. SL & CK (YES) GC abstained from the vote stating he wanted additional information regarding the use of the vehicle.

3.5 SL moved to accept a grant in the amount of \$14,000.00 from the Nashoba Valley Community Healthcare Fund for the purpose of funding educational opportunities for paramedic trainings. CK seconded. Concerns regarding the benefit be part of the collective bargaining and ask if we already received a legal opinion. SL moved to recess for five minutes while Mr. Kreidler reviews the legal opinion obtained from an executive session.

CK brought the session back to order. Mr. Kreidler stated the Fire Chief's letter did state this was a benefit for a full time union member and that would need to be a collective bargaining matter. Mr. Kreidler suggested an amendment, to accept for the stated purpose subject to collective bargaining. SL moved to accept the amendment. GC seconded the amendment. Unanimous vote.

3.6 Review/Discuss the planned and scheduled vegetation maintenance work for calendar year 2018. The Board discussed Unitil's plan for the maintenance work to be conducted. (see attached).

- 3.7 Review unregistered vehicle complaint and select a member of the Board to investigate in accordance with the Town Bylaw, Chapter 112 -14.

Mr. Kreidler explained only a member of the Board can investigate and only the Board can enforce. SL would like to have the bylaw changed, for liability and safety of the members. SL asked if the bylaw could be amended at the fall town meeting. GC agreed to investigate but will bring a Police Officer with him. SL moved to designate GC as the Board member to look into the registration issue for this complaint. CK seconded. Unanimous vote.

- 3.8 SL moved to approve and sign the warrant for the Annual Town Election to be held on April 23, 2018. GC seconded. Unanimous vote.

- 3.9 SL moved to approve a donation account to be establish under the control of the Cemetery & Parks Department for the purpose of funding the John M. Whittemore Memorial Annual Town Picnic. GC seconded. Unanimous vote.

- 3.10 SL moved to approve and sign contract for a Paragon Bridge Works contract in the amount of \$40,099.52 for the purchase of the bridge, concrete abutment kit, bearing kit, structural engineering and warranty. GC seconded.

Discussion included: The Water Superintendent explained the background of the project. Informing the Board, the notice of intent was filed and asked for emergency permitting which mandates the projects must be completed within 30 days of issuance. Mr. Lewand explained it is approved as a temporary but will serve as the permanent replacement. GC asked if Town Counsel has reviewed/approved. Mr. Kreidler stated all procurement and legal requirements have been met. Unanimous vote.

IV. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and reports.

Review/Discussion, RE: FY 19 Budget

Mr. Kreidler updated the Board with the School budget percentage. Just the town side is only up 244,000 or roughly 1%. Additional discussion, debt for fire pumper and the West Townsend Fire Station. SL would like to set up a meeting for a full discussion of the budget. The Board agreed to meet at 6:00P.M. Friday evening, March 23, 2018 and it will be taped. Everything is set except the school budget.

Review draft warrant articles

The Board reviewed as attached. Mr. Kreidler explained each article briefly.

Town Administrator Evaluation

Mr. Kreidler informed the Board he will have the composite review at the next meeting.

Mr. Kreidler stated he had all the scores and just needs to put together the summary.

Procurement Training

Mr. Kreidler informed the Board Mary Delaney, Chief Procurement Officer from Fitchburg, MA is coming out to perform a procurement training for all our department heads.

Updates per Selectman Clark's request.

- Public Records, Mr. Kreidler informed the Board that there are areas where documents should exist but don't why can't be said is why. Concerns computer file and hard files are not available and they should be and they are law enforcement documents and have to be recoverable.

GC stated that Town Counsel directed all public records must be preserved to include fobs and other electronic data. GC reinforced his concerns that state and federal laws have been violation and federal retention laws. GC asked if his Board was going to take action. CK would like the Town Administrator to speak with Town Counsel to see what the best recommendation. SL asked what liability the town has in regards to the public records and did not understand any of the particulars. CK stated she would accept a motion to allow the Town Administrator to review the issues at hand and to consult with our Town Counsel for what our options are and courses of action, consequences, and liability. SL so moved and seconded. Mr. Kreidler expressed the benefit of having the Board meet with Town Counsel within the next few meetings. GC asked the motion be direct the Town Administrator not ask. SL seconded the amendment. Unanimous vote.

4.2 Board of Selectmen announcements, updates, and reports.

SL inquired meeting minutes February 20, 2018 2.6 regarding the MOU approved at town meeting for the Highway Superintendent and just asked when that was. Mr. Kreidler will provide a copy to SL.

CK: State Cannabis Commission will be presenting the new regulations regarding recreational marijuana at a public meeting next week.

SL updates the NM newsletter outlined the students will be doing a breakfast for the seniors. All elected Boards are posted for a meeting regarding the organization chart.

4.3 Approve meeting minutes for February 6, 2018, February 20, 2018, February 27, 2018, and March 6, 2018.

GC stated he did request changes, Feb 6th (change from was an employee to was not employee)

SL moved to approve the meeting minutes for February 6, 2018. GC seconded. SL abstained from vote. Unanimous vote.

SL moved to approve the meeting minutes from February 20, 2018. GC seconded. Unanimous vote.

SL moved to approve the meeting for February 27, 2018. GC seconded. SL abstained, Unanimous vote.

SL moved to approve the meeting minutes for March 6, 2018. SL seconded. CK abstained, Unanimous vote.

4.4 SL moved to approve and sign the payroll and bills payable warrants out of session. GC seconded. Unanimous vote.

V. ADJOURNMENT:

SL moved to adjourn the meeting at 8:02P.M. CK seconded. Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of March 20, 2018, by the Board of Selectmen this _____day of _____,2018.



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

Cindy King, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Gordon Clark, *Vice-Chairman*

Sue Lisio, *Clerk*
(978) 597-1701

MEETING MINUTES FOR MARCH 27, 2018 AT 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
 - 1.1 The meeting was called to order at 6:03P.M.
Roll call vote taken showed 3 members present: Chairman Cindy King (CK), Vice-Chair, Gordon Clark (GC) and Clerk Sue Lisio (SL)
 - 1.2 Pledge of Allegiance
 - 1.3 Announce that the meeting is being tape recorded. CK inquired as to any audience members that would be taping: Joseph Shank and Jean Eaton confirmed they would be.
 - 1.4 CK added to the agenda: 3.1 Town Administrator Evaluation & Employee Performance Awards
- II. MEETING BUSINESS - VOTES MAY BE TAKEN:
 - 2.1 SL moved to approve the Renewal Application for a Junk Collectors License to Carl Cerullo of MJS Metals and forward to the Town Clerk for Issuance of the Junk Collectors Permit. GC seconded. Unanimous vote.
 - 2.2 SL moved to approve a one-day liquor license for the Townsend Congregational Church on May 5, 2018 in conjunction with a fundraising auction with sale hours from 6:00P.M. to 9:00P.M. with conditions to be set by the Licensing Agent. GC seconded. Unanimous vote.
- III. WORK SESSION - VOTES MAY BE TAKEN:
 - 3.1 Town Administrator updates and reports.
Mr. Kreidler read the summary Town Administrator evaluation. (see attached) CK requested it be placed on the next agenda when the meeting is taped.
Employee Performance Recognition Awards
Mr. Kreidler reviewed the process that might be used, noting an award for a public safety and general government employee.
 - 3.2 Board of Selectmen announcements, updates, and reports.
CK announced that Karen Hill achieved her certification and would like to send letter recognizing such.
 - 3.3 SL moved to sign payroll and bills payable warrants out of session. GC seconded. Unanimous vote.
- IV. EXECUTIVE SESSION - VOTES MAY BE TAKEN:
SL moved to enter Executive Session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining

Selectmen's Meeting Minutes for March 27, 2018

position as the chair has declared with respect to: Fire, Police, Supervisory, Highway/Water Unions. GC seconded. Roll call vote: CK (YES) SL (YES) and GC (YES).

SL moved to enter into Executive session pursuant to GL c. 30A, s. 21 (a) (2) to discuss strategy or to conduct negotiations with non-union personnel with respects to the Treasurer/Tax Collector and the Town Accountant. GC seconded. Roll call vote: SL (YES) GC (YES) and SL (YES).

SL moved to enter into Executive Session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares and to not return to open session but to adjourn from executive session for the Merrill case. GC seconded. Roll call vote: CK (YES), GC (YES), and SL (YES).

V. ADJOURNMENT:

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of March 27, 2018, by the Board of Selectmen this _____day of _____,2018.



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

Cindy King, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Gordon Clark, *Vice-Chairman*

Sue Lisio, *Clerk*
(978) 597-1701

MEETING MINUTES FOR APRIL 3, 2018 6:00 P.M.
SELECTMEN'S CHAMBERS, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 The meeting was called to order at 6:00P.M.
Roll call vote showed 3 members present: Chairman Cindy King (CK), Vice-Chairman Gordon Clark (GC) and Clerk Sue Lisio (SL).
- 1.2 Pledge of Allegiance
- 1.3 Announce that the meeting is being tape recorded. CK inquired if any others were recording, noting no one else would be.
- 1.4 Chairman's Additions or Deletions.

II. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 2.1 Discuss/Vote to approve a donation account to the established under the control of the Council on Aging for the purpose program enrichment for the Townsend Senior Center.

Mr. Kreidler explained this was a request from citizens in memory of COA Director's Mother memory. SL moved to approve a donation accountant be established to be under the control of the Council on Aging for the purpose of program enrichment for the Townsend Senior Center. GC second. Unanimous vote.

- 2.2 Review/Comment Mandatory Referral from the Zoning Board of Appeals for a Special Permit, RE: 205 Main Street

The Board reviewed the referral, (see attached). SL moved the Board thank the ZBA for the referral and that we have no comment. GC seconded. Unanimous vote.

- 2.3 Review/Approve a Road Opening Permit (s) for Unitil for the following locations:

- 393 Main Street (Abandon Gas Service)
- 14 Ash Street (Abandon Gas Service)
- 2 Stearns Avenue (Abandon Gas Service)
- 318 Main Street (Abandon Gas Service)
- 6 Bow Street (Abandon Gas Service)

The Board reviewed (see attached) SL moved the Board approve the road opening permit for Unitil for 393 Main Street, 14 Ash Street, 2 Stearns Ave, 318 Main Street, and 6 Bow Street for abandon gas service. GC ask to amend to include contingent upon receiving of all fees. GC seconded. Unanimous vote.

Selectmen's Meeting Minutes for April 3, 2018

- 2.4 Review/Approve Change Order #2 in the amount of \$4,253.00 for the West Townsend Fire Station.

Mr. Kreidler explained the change order as outlined in the attached documentation.
SL moved to approve change order #2 in the amount of \$4,253.00 for the West Townsend Fire Station. GC seconded. Unanimous vote.

- 2.5 Discuss/Review/Approve FY19 Capital Plan.

The Board reviewed (see attached) the capital plan submitted. Mr. Kreidler stated there is over \$300,000 in capital stabilization so there's enough to cover the requested amount. Further discussion of funding sources ensued and unspent previous capital authorizations. SL moved to approve the FY19 capital plan. GC seconded. Unanimous vote.

- 2.6 Discuss/Review/Approve FY19 Budget.

The Board reviewed the budget as attached. Discussion included: concerns with Human Resources position, possible consulting with private firm vs employee, IT concerns and funding, additional funds available in fall for network issues, public access and studio, upgrades video and cameras, capital bond bill for the Hart Library, utility billing for the water department and the recommendations from the auditor.

- 2.7 Discuss/Review/Approve the Annual/Special Town Meeting warrant.

The Board reviewed each article as written (see attached). Mr. Kreidler gave an explanation of each article. Discussion included: Revolving Account authorizations, description page, what will be included and available to folks prior and at town meeting, consensus of what forms of budgets to include, road management plan updates and funding plan. SL moved to remove article 9. GC seconded. Unanimous vote. Continued discussion: Anniversary Committee set up and funding, school budget, Conservation land, Cemetery Improvement Fund, Parking bylaw and submittal of such, sign location language, condition of the common and its sidewalks, Wild & Scenic River designation endorsement by the Board of Selectmen, Fire Alarm bylaw and updated fines associated with the bylaw, submittal & withdrawal and resubmittal of articles from Ms. Lisio changing the articles from compelling the Board to authorizing the Board to do such, review of Town Counsel's comments (see attached). CK and GC disagreed with the article (s) and asked they be removed, agenda (s) posted on the website and enforcement or identification of responsible party and SL agreed to take off the article, uses for the old Fire Station in relation to the warrant article, and acreage of the conservation land to be donated.

SL moved to approve the warrant as discussed. GC seconded. Unanimous vote.

- 2.8 Recognize the North Middlesex Band for receiving a gold medal at the Central District MAJE Festival on Monday, March 11th.
Mr. Kreidler acknowledged the accomplishments of the band. Mr. Kreidler to send a letter of congratulations.

III. WORK SESSION – VOTES MAY BE TAKEN:

3.1 Town Administrator updates and reports.

Set date for the FY19 Budget Public Hearing

April 10, 2018 was the date set for the public hearing. Discussion regarding scheduling an executive session ensued. The executive session was decided to be scheduled on April 10, 2018 at 5:00P.M.

Town Administrator Summary Evaluation.

CK read the summary evaluation into the record (see attached).

GC asked that goals and objectives be added to the agenda. SL asked it be postponed until after the election.

3.2 Board of Selectmen announcements, updates, and reports.

SL acknowledged the passing of Kathleen Araujo.

GC thanked the folks working to raise money for the Annual John Whittemore Memorial Picnic.

3.3 Approval of meeting minutes for May 30, 2017.

SL asked the minutes be tabled for further review.

3.4 SL moved to review and sign payroll and bills payable warrants out of session. GC seconded.

Unanimous vote.

VI. ADJOURNMENT:

SL moved to adjourn the meeting at 8:29P.M. GC seconded. Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of April 3, 2018, by the Board of Selectmen this _____ day of _____, 2018.



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

Cindy King, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Gordon Clark, *Vice-Chairman*

Sue Lisio, *Clerk*
(978) 597-1701

MEETING MINUTES FOR APRIL 10, 2018 7:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES – VOTES MAY BE TAKEN:

- 1.1 The meeting was called to order at 6:05P.M.
Roll call vote showed 3 members present: Chairman, Cindy King (CK) Vice-Chairman Gordon Clark (GC) and Clerk Sue Lisio (SL)
- 1.2 Pledge of Allegiance
- 1.3 Announce that the meeting is being tape recorded. CK inquired if anyone else would be taping. Lisa Lewand confirmed she would be.
- 1.4 Chairman's Additions or Deletions.

II. APPOINTMENTS AND HEARINGS – VOTES MAY BE TAKEN:

- 2.1 Joint meeting with the Finance Committee, RE: Public Hearing FY19 Budget
Mr. Kreidler reviewed the contents of the Budget Book – see attached. Mr. Kreidler read the introduction of the budget book into the record – see attached. Additional discussion included: revenue projections, how enterprise funds work, school debt, Chapter 90 multi-year plan and support by the MMA.

The Board together with the members of the Finance Committee reviewed the warrant articles – see attached. Mr. Kreidler relayed he left it would be a best practice to add any free cash left into the Stabilization Fund as recommended by the bond agency.

Mr. Kreidler explained at the last meeting he read the capital items as they were requested not as approved. Mr. Kreidler then read the capital plan as approved and submitted – see attached. Mr. Kreidler stated there was no road improvement money funded through Capital.

After discussion of each article, the Board voted their recommendations as follows: STM, Articles# 1' (YES) 2' (YES) 3' (YES). ATM: Articles # 1' (YES) 2' (YES) 3' (YES) 4' (YES) 5' (YES) 6' (YES) 7' (YES) 8' (YES) 9' (YES) 10' (YES) 11' (YES) 12' (YES) 13' (YES) 14' (YES) 15' (YES) 16' (YES) 17' (YES) 18' (Hold, GC no/CK yes, 19' no position 20' (YES). 21-(Hold) 22' (YES) 23' (YES) 24' (YES) 25' (YES) and 26' (YES).

III. WORK SESSION – VOTES MAY BE TAKEN:

3.1 Town Administrator updates and reports.

- Craven Field, League President of Townsend Ashby Youth Softball is asking the Board to authorize the league to cut down trees near the fence line and trim some of the branches. GC inquired as to whether a chipper from the Highway Dept. could be used instead of obtaining a burn permit. Mr. Turgeon explained this issues that happened over the winter with damage from trees. Mr. Kreidler discussed the liability of it being on town owned land. Mr. Turgeon stated it would be for small brush and branches.

SL moved to authorize Townsend Ashby Youth Baseball & Softball to cut down trees on what's known as Craven's field for a distance of up to 20 feet from the border consistent with A. Being consistent with Boards/Committees requirements and B. sign waivers for all those involved. GC seconded. Unanimous vote.

SL moved to allow Townsend Ashby Youth Baseball & Softball to A. use town staff and chipper to chip brush and wood product if available or B. file for a burn permit with the Townsend Fire Department to burn brush and wood matter consistent with Fire Department requirements. GC amended and to waive fee. GC seconded. Unanimous vote.

3.2 Board of Selectmen announcements, updates, and reports.

GC updates; would like goals on the next agenda and would like to discuss inventory control. Asked about status of legal use policy, (no update) public records destruction, Mr. Kreidler is working with Town Counsel. GC voiced concerns with missing tactical vest and person in procession of it and would like an update on the audits on the next agenda.

3.3 There were no meeting minutes to approve.

3.4 SL moved to approve and sign payroll and bills payable warrants out of session. GC seconded. Unanimous vote.

VI. ADJOURNMENT:

SL moved to adjourn the meeting at 8:49P.M. GC seconded. Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of April 10, 2018, by the Board of Selectmen this _____day of _____, 2018.



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

Cindy King, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Gordon Clark, *Vice-Chairman*

Sue Lisio, *Clerk*
(978) 597-1701

APRIL 17, 2018 6:00 P.M. MEETING MINUTES
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 The meeting was called to order at 6:05 P.M.
Roll call vote showed 2 members present: Vice-Chair Gordon Clark (GC) and Clerk Sue Lisio (SL)
and absent was Chairman Cindy King (CK)
- 1.2 Pledge of Allegiance
- 1.3 Announce that the meeting is being tape recorded. GC inquired to as whether anyone would be taping.
- 1.4 Chairman's Additions or Deletions.
GC Deleted: Agenda Items 2.1, 2.2, 3.2 and added: 4.1.2 & 4.1.3

II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:

- ~~2.1 6:05 P.M. Keith Turgeon, RE: Craven Field~~
- ~~2.2 6:20 P.M. Karen Hill, Conservation Commissioner, RE: ATVs~~

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 3.1 Review/Discuss/Sign the Special/Annual Town Meeting Warrant.
Mr. Kreidler explained to the Board; he updated the warrant with the votes taken at the April 10, 2018 joint public hearing with the Finance Committee. The warrant was ready to be signed and posted.

SL moved to sign the Special Town Meeting and the Annual Town Meeting warrants. GC seconded. Unanimous vote.

~~3.2 Discussion: Selectmen & Town Administrator Goals.~~

- 3.3 Sign/Execute Personnel Services Contract for the Town Accountant.
Mr. Kreidler explained both the Town Accountant and Treasurer/Collectors contracts were approved in executive session how a vote to approve, execute, and release was needed in open session. Additional discussion ensued regarding what contracts the Selectmen are authorized to issue.

SL moved to approve and execute the personnel services contract for the Town Accountant. GC seconded. Unanimous vote.

- 3.4 Sign/Execute Personnel Services Contract for the Treasurer/Collector.

SL moved to approve and execute the personnel services contract for the Treasurer/Collector. GC seconded. Unanimous vote.

- 3.5 SL moved to approve and sign a 2018 renewal application for a Common Victualler license for McDonald's Restaurant, 20 Main Street, Townsend MA. GC seconded. Unanimous vote.
- IV. WORK SESSION - VOTES MAY BE TAKEN:
- 4.1 Town Administrator updates and reports.
- 4.1.1 Miscellaneous Updates
- 4.1.2 MGL Chapter 268 A, Section 19 Ethics Disclosure for Police Chief Richard Bailey.
The Board reviewed the request, see attached. SL moved as required by MGL Chapter 268A, Section 19 we have reviewed the particular matter and the financial interest identified above by a municipal employee, we have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee. GC seconded. Unanimous vote.
- 4.1.3 Update, RE: Ethics Complaint
Mr. Kreidler informed the Board another Ethics Complaint had been filed against him and that once again he was cleared.
- Mr. Kreidler read a paragraph of an email he received - see attached.
- Mr. Kreidler presented GC with a certificate of appreciation signed by the employees and wished him well in his re-retirement.
- 4.2 Board of Selectmen announcements, updates, and reports.
SL voiced concerns about facebook and running government according to social media.
- 4.3 There were no meeting minutes to approve.
- 4.4 SL moved to approve and sign payroll and bills payable warrants out of session. GC seconded. Unanimous vote.

V. ADJOURNMENT:

SL moved to adjourn at 6:39P.M. GC seconded. Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of April 17, 2018, by the Board of Selectmen this _____day of _____,2018.



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

Sue Lisio, *Chairman*
James M. Kreidler, Jr.,
Town Administrator

Cindy King, *Vice-Chairman*

Wayne Miller, *Clerk*
(978) 597-1701

APRIL 24, 2018 6:00 P.M. MEETING MINUTES
SELECTMEN'S CHAMBERS, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES – VOTES MAY BE TAKEN:

- 1.1 The meeting was called to order at 6:00P.M.
Roll call taken showed 3 members present: Chairman Cindy King, (CK) Clerk Sue Lisio (SL) and Wayne Miller (WM)
 - 1.1.1 The Board welcomed Mr. Wayne Miller to the Board of Selectmen.
- 1.2 Pledge of Allegiance.
- 1.3 Announce that the meeting is being tape recorded. CK inquired as to whether anyone else was recorded. Ms. Lisa Lewand confirmed she would be.
- 1.4 CK added 2.5 Anniversary Committee and changed 4.2.1 to 1.1.1 Welcome new board member

II. APPOINTMENTS AND HEARINGS – VOTES MAY BE TAKEN:

- 2.1 6:05P.M. Joint meeting with the NM Committee and Moderator, RE: Appointment of NVTHS School Committee Member.

The Appointment Committee called to order: Present: Sue Robbins, NM School Committee, John Barrett, Moderator and the Board. The Board acknowledged Karen Chapman did submit a volunteer application form for re-appointment. SL moved to appoint Karen Chapman to the Nashoba Valley Technical High School Committee for a 3 year term. Sue Robbins seconded. Unanimous vote. The Appointment Committee dissolved their meeting.

- 2.2 6:15P.M. Keith Turgeon, Representing Townsend Ashby Youth Baseball & Softball, RE: Craven Field.
The Board met with Mr. Turgeon of Townsend Ashby Youth Baseball & Softball. Discussion included: bylaw for fall STM, authority to prohibit dogs or other animals on the field, long term lease considerations, Recreation Commission involvement, and community response. Mr. Kreidler suggested joint discussions between abutters, the Selectmen, TAYBA, and Recreation should take place. Additional considerations discussed: public safety access, abutters use of property, maintenance issues and long-term agreement.

SL moved to direct the Town Administrator to set a hearing to discuss with the abutters the use of Craven baseball field and the prohibition of dogs and appropriate security measures. WM seconded. Unanimous vote.

- 2.3 6:35P.M. Karen Hill, Conservation Commission, RE: Misc Updates.
Karen Hill updated the Board on the projects being currently worked on to include the continuing of river clean-up and relayed there were questions regarding the river being cleaned up with the designation process. Ms. Hill also reminded the audience and public that ATV's are not allowed on Meetinghouse Park and other Town owned land. Additional discussion: environmental police, enforcement authority, vegetation exposure, root damage caused by the vehicles, and Conservation restrictions.

- 2.4 6:50P.M. Elizabeth Ainsley Campbell, Nashua River Watershed RE: Wild & Scenic River.
2.4.1 Consideration of the Wild & Scenic Endorsement Letter
Elizabeth Campbell thanks the Board of their support of the warrant article. She further informed Ms. Hill the designation process will not interfere with any clean-up efforts or local control. Mr. Kreidler offered to put the link on the town's website for information regarding the designation or process.

- 2.5 7:15P.M. Karen Clement, RE: Discussion of forming an Anniversary Committee for Townsend.

The Board met with Karen Clement. Discussion included: number of members, revolving fund for anniversary celebrations, saving money each year towards the celebration, and forming subcommittees.

SL moved to form a 300th Anniversary Committee for Townsend and post for volunteers for a membership of five. WM seconded. Unanimous vote.

III. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN:

- 3.1 Appoint Robert Henderson as an on-call firefighter/EMT to the Townsend Fire-EMS Association contingent upon the passing of a preplacement physical and CORI with a one-year probationary period.
- 3.2 Appoint Drew Brassard as a per diem firefighter/paramedic to the Townsend Fire-EMS Association contingent upon the passing of a preplacement physical and CORI with a one-year probationary period.

IV. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and reports.
4.1.1 Approve agreement with the Town of Townsend and MRPC for the purpose of completing certain tasks related to the Town being a Green Community.

The Board reviewed – see attached. Mr. Kreidler explained payment is grant funding allowed within the 10% administrative included in the grant.

SL moved the board approve the agreement with the town of Townsend and MRPC for the purpose of completing certain tasks related to the town being a Green Community. WM seconded. Unanimous vote.

Mr. Kreidler informed the Board, a meeting occurred with the Fire Chief and Ashby, Pepperell for dispatch services, one of the concerns prior when this was discussed, the Commonwealth was not willing to consider with all the investment to Townsend and decommissioned 911. Transition to IMC software is standard for both however addition phone work would be needed. Mr. Kreidler informed the Board, the meeting was very preliminary and costs are beginning to be analyzed. SL moved to have WM be the designee for the project. CK seconded. Unanimous vote.

Mr. Kreidler explained the Band Concert coordinator needed an additional 2k in her budget and that amount if being proposed to be taken from the insurance line item. SL moved to support the transfer of 2k from the insurance line item to band concerts. CK seconded. Unanimous vote.

Goals and Objectives to be discussed at a future work session. SL stated she would schedule the meetings for the 1st & 3rd of each month, resulting in meeting on May 1st & 15th with an additional work session on the 29th that will include the goals and objectives.

Mr. Kreidler spoke of the policy for public comments. Mr. Kreidler informed the Board of some of the 1st amendment issues involved. SL to give Mr. Kreidler some samples from other communities. SL informed the public she would not be responding to emails and that she would refer to the Town Administrator. SL stated she will work with Mr. Kreidler and bring a policy back to the Board for discussion.

4.2 Board of Selectmen announcements, updates, and reports.

4.2.1 ~~Welcome new board member and~~ Board reorganization.

CK stated a Selectmen's last year is that of Chairman and has been tradition in Townsend. SL stated she would like to break from that tradition. WM moved SL to be Chairman. CK seconded. Unanimous vote.

SL moved CK to be Vice- Chairman. WM seconded. Unanimous vote.

WM to be clerk.

SL would like to set up a meeting with Town Counsel to update the newest member of the ongoing litigation issues.

SL to work with Mr. Kreidler on policy regarding the Use of Town Counsel.

WM to meet with Town Counsel prior to the Town Meeting for short training session.

SL would like an update of the RFP for Town Counsel.

SL would like an update on the percentage change in the Personnel Policies & Procedures.

- 4.3 There were no meeting minutes to approve.
- 4.4 SL moved to review and sign the payroll and bills payable warrants out of session. WM seconded. Unanimous vote.

V. ADJOURNMENT:

SL moved to adjourn the meeting at 7:34P.M. WM second

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of April 24, 2018, by the Board of Selectmen this _____day of _____,2018.



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

Sue Lisio, *Chairman*

Cindy King, *Vice-Chairman*

Wayne Miller, *Clerk*

James M. Kreidler, Jr.,
Town Administrator

(978) 597-1701

MEETING MINUTES FOR MAY 1, 2018 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL
272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

1.1 The meeting was called to order at 6:00P.M.

Roll call vote showed 2 members present: Chairman Sue Lisio (SL) and Clerk Wayne Miller (WM).

Mr. Kreidler informed the Board CK would be late.

1.2 Pledge of Allegiance

1.3 SL announced the meeting was not being tape recorded and asked if anyone would be recording.

1.4 SL deleted 3.2 - Award the Maria Lane Scholarship

II. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN:

2.1 WM moved to appoint Catherine Thrasher as a Registrar for a three (3) year term effective April 1, 2018 to March 31, 2021. SL seconded. Unanimous vote.

2.2 WM moved to appoint Joseph Mazzola as the Veteran's Agent for a three (3) year term effective May 1, 2018 to April 30, 2021. SL seconded. Unanimous vote.

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

3.1 Authorize Mr. Kreidler to sign the endorsement letter for the Nashua River Wild and Scenic River Study Committee.

WM authorized Mr. Kreidler to sign the endorsement letter for the Nashua River Wild and Scenic River Study Committee. SL seconded. Unanimous vote.

~~3.2 Award the Maria Lane Scholarship in the amount of \$500.00~~

3.3 Review/Discuss Motions and assign to members of the Board.

SL assigned the motion to both WM and herself.

IV. WORK SESSION - VOTES MAY BE TAKEN:

4.1 Town Administrator updates and reports.

Update on Turf Field for the High School; Mr. Kreidler informed the Board a debt service being proposed to be funded from the Athletic Budget and user fees. SL stated the Building Committee would be reviewing next week.

- 4.2 There were no Board of Selectmen announcements, updates, and reports.
- 4.3 WM to review and sign the bills payable warrant outside of the meeting. SL seconded.
Unanimous vote.

WM moved to recess to Memorial Hall at 6:15P.M. for the Special Town Meeting.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of May 1, 2018, by the Board of Selectmen this _____ day of _____, 2018.

Sve

Board of Selectmen

1. The chair of the Board of Selectmen, or the Board of Selectmen through a majority vote, shall have direct access to request Town Counsel attend a meeting of the Board.
2. Any member of the Board of Selectmen shall have direct access to Town Counsel to obtain legal advice or request a written opinion. Any requests for a written opinion shall be submitted in writing to Town Counsel with a copy to the chair of the Board of Selectmen for notification purposes. The chair of the Board shall ensure that other Board members are informed of such requests and Town Counsel shall provide any response to the entire Board.
3. All members of the Board of Selectmen shall endeavor to keep the rest of the Board of Selectmen updated, where appropriate, on advice and communications with Town Counsel.
4. All members of the Board of Selectmen requesting Ethics Opinions (Conflict of Interest Law) shall have direct access to Town Counsel. They do not need to copy the chair of the Board of Selectmen on such inquiries and Town Counsel shall respond to the member directly without copies to other members of the Board.

TOWN OF TOWNSEND
REQUEST FOR PROPOSALS
RFP #17-10
LABOR COUNSEL SERVICES

MINIMUM QUALIFICATIONS		KP LAW		MIRICK O'CONNELL		MEAD, TALERMAN & COSTA		MIYARES and HARRINGTON
								NO SUBMITTAL
A. Bar Admissions		Y		Y		Y		
B. Experience		Y		Y		Y		
C. Accessibility and Accountability		Y		Y		Y		
D. Back-up		Y		Y		Y		
E. Billing Timing and Detail				Y		Y		
F. Insurance Requirements		Y		Y		Y		

FINANCIAL INFORMATION								
Lead counsel name and hourly rate		David Jenkins		Marc Terry		Katherine Feodoroff		
		\$165/\$175/\$180/\$185		\$195		\$180		
Bill for paralegals, clerical staff		Paralegals at 50% rate		Paralegals at 100% rate		Paralegals at 0% rate		
		Clerical no charge		Clerical no charge		Clerical no charge		
Listing of all charges for expenses		All at cost w/o markup		All at cost w/o markup		All at cost w/o markup		
What hourly increments do you intend to bill?		1/10th		1/10th		1/10th		
Portal-to-portal basis or some other basis?		Portal to portal, IRS rate		Portal to portal, IRS rate		Capped at 1 hr/trip		
Any proposed alternative fee arrangement.		Discuss retainer		Discuss		Discuss retainer		
Other Towns- Cost containment strategies		Economy from experience		Pre-approval for use		Regular Office Hours		
Extra Services		2 free trainings, E-newsletter		n/a		2 free trainings		

SELF RATING KEY
1. No experience
2. Limited experience
3. Moderate experience
4. Advanced experience
5. Extensive experience

LABOR EXPERIENCE		PRINCIPAL*		PRINCIPAL		PRINCIPAL		PRINCIPAL
Personnel Law;		5		5		5		
Collective Bargaining;		5		5		5		
Grievance Arbitration;		5		5		5		
Disciplinary Hearings;		5		5		5		
Labor Relations Commission matters;		5		5		5		
MCAD matters; and		5		5		5		
All other specialties.		5		5		4		

COURT AND ADMINISTRATIVE EXPERIENCE		PRINCIPAL*		PRINCIPAL		PRINCIPAL		PRINCIPAL
Trials before State Courts (Superior Court)		5		5		4		
Trials before Federal District Courts		5		5		3		
Appeals before Massachusetts Appeals Court		5		5		4		
Appeals before Massachusetts SJC		5		5		1		
Arbitration Proceedings		5		5		5		
Mediation Proceedings		5		5		5		
Administrative Proceedings DALA		5		5		4		

*KP lists firm experience

TOWN OF TOWNSEND
REQUEST FOR PROPOSALS
RFP #17-10
TOWN COUNSEL SERVICES

MINIMUM QUALIFICATIONS	KP LAW	MIRICK O'CONNELL	MEAD, TALERMAN & COSTA	MIYARES and HARRINGTON
A. Bar Admissions	Y	Y	Y	Y
B. Experience	Y	Y	Y	Y
C. Accessibility and Accountability	Y	Y	Y	Y
D. Back-up	Y	Y	Y	Y
E. Billing Timing and Detail	Y	Y	Y	Y
F. Insurance Requirements	Y	Y	Y	Y
FINANCIAL INFORMATION				
Lead counsel name and hourly rate	David Jenkins \$160/\$170/\$175/\$180	Brian Falk \$195	Adam Costa \$180	J. Raymond Miyares \$205
Bill for paralegals, clerical staff	Paralegals at 50% rate Clerical no charge	Paralegals @ 0% rate Clerical no charge	Paralegals at 0% rate Clerical no charge	\$90 Clerical no charge
Listing of all charges for expenses	All at cost w/o markup	All at cost w/o markup	All at cost w/o markup	All at cost w/o markup
What hourly increments do you intend to bill?	1/10th	1/10th	1/10th	1/10th
Portal-to-portal basis or some other basis?	Portal to portal, IRS rate	"normally"	Capped at 1 hr/trip	Portal to portal @ \$80/hr.
Any proposed alternative fee arrangement	Discuss retainer	Discuss options	Discuss flat fee retainer	Discuss flat fee retainer
Other Towns- Cost containment strategies	Economy from experience	Control Access	Office Hours	Early consultation
Extra Services	2 free trainings, E-newsletter		2 free trainings	

SELF RATING KEY
1. No experience
2. Limited experience
3. Moderate experience
4. Advanced experience
5. Extensive experience

TOWN COUNSEL EXPERIENCE	PRINCIPAL*	PRINCIPAL	PRINCIPAL	PRINCIPAL
General Law	5	5	5	5
Municipal Finance	5	5	3	5
Bylaws and Regulations	5	5	5	5
Open Meeting, Public Records, Conflict, Exec. Sess.	5	5	5	5
Zoning and Land Use	5	5	5	5
Real Estate	5	5	5	5
Town Meeting	5	5	4	5
Special Legislation	5	5	2	5
Procurement	5	5	2	5
Affordable Housing	5	5	5	5
Subdivision Control	5	5	5	5
Community Preservation Act	5	5	4	5
Wetlands	5	5	5	5
Environmental	5	5	5	5
Election Law	5	5	2	5
Licensing	5	5	4	5
Appellate Tax Board	5	5	5	5
Insurance Coverage issues	5	5	3	5
First Amendment free speech issues	5	5	2	5

COURT AND ADMINISTRATIVE EXPERIENCE	PRINCIPAL*	PRINCIPAL	PRINCIPAL	PRINCIPAL
Trials before State Courts (Superior and Land Court)	5	5	5	5
Trials before Federal District Courts	5	5	2	3
Appeals before Massachusetts Appeals Court	5	5	4	4
Appeals before Massachusetts SJC	5	5	2	3
Arbitration Proceedings	5	5	1	5
Mediation Proceedings	5	5	3	4
Administrative Proceedings ATB	5	5	4	3
Administrative Proceedings DEP	5	5	3	5
Administrative Proceedings ABCC	5	5	4	3
Administrative Proceedings HAC	5	5	3	2
Administrative Proceedings DALA	5	5	2	5

*KP lists firm experience

