



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 JUNE 19, 2018 - 6:00 P.M.  
SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 SL called the meeting to order at 6:00P.M.  
Roll call vote showed 3 members present: Chairman, Sue (SL), Vice-Chair, 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 members.
- 1.4 SL moved to add meeting schedule under 5.2 and Flag (s) for July 4<sup>th</sup> under 5.4

II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:

- 2.1 6:05P.M. In conjunction with the Townsend Housing Authority to appoint a new member until the next Annual Town Election in accordance with 3-1 (f) (1) of the Charter.

The Housing Authority members called their meeting to order. Ms. Shifrin, Chair of the Housing Authority explained to the Board the process used to select the nominee. Ms. Shifrin announced Natalie Call was the nominee chosen. The Selectmen together with the members of the Housing Authority accepted the nomination of Natalie Call and appointed her until the next Annual Town Election.

SL moved to address 2.3 prior to 2.2

- 2.2 6:10P.M. In conjunction with the Planning Board to appoint a new member until the next Annual Town Election in accordance with 3-1 (f) (1) of the Charter.

Ms. Shifrin, a member of the Planning Board informed the Selectmen it was a unanimous vote of the Board to nominate Jerrilyn Bozicas. The Selectmen together with the member of the Planning Board present accepted the nomination of Jerrilyn Bozicas and appointed her until the next Annual Town Election.

- 2.3 6:15P.M. Karen Hill, Conservation Commission, RE: Conservation Updates.  
Ms. Hill gave the Board and audience an update on Squannacook River Clean-up project, reporting the permit has been applied for and the dates of August 4, 11 & 18<sup>th</sup> were chosen for the clean-up. Ms. Hill also reported water bottles would be for sale to help with the

raising of funds, announcing they're looking for donations for supplies. Ms. Hill informed the Board there are over 50 documented snags and all work will be supervised.

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

- 3.1 WM moved to appoint Karen Waxman, Kym Craven, and Linda Johansen to the 300<sup>th</sup> Anniversary Committee effective June 19, 2018. CK seconded. Unanimous vote.
- 3.2 WM moved to appoint Alice A. Struthers to the Townsend Cultural Council for a three year term effective July 1, 2018 to June 30, 2021. CK seconded. Unanimous vote.
- 3.3 WM moved to appoint Cheryl Simoneau to the Townsend Cultural Council for a three year term effective July 1, 2018 to June 30, 2021. CK seconded. Unanimous vote.
- 3.4 WM moved to appoint Cheryl Simoneau to the Council on Aging for a three year term effective July 1, 2018 to June 30, 2021. CK seconded. Unanimous vote.
- 3.5 WM moved to appoint David R. Chenelle to the Zoning Board of Appeals for a five year term effective July 1, 2018 to June 30, 2023. CK seconded. Unanimous vote.
- 3.6 WM moved to appoint Victoria Janicki as an Alternate member of the Zoning Board of Appeals for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.
- 3.7 WM moved to appoint Richard Kapenas as the Gas Inspector for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.
- 3.8 WM moved to appoint Gary Williams as the Alternate Gas Inspector for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.
- 3.9 WM moved to appoint Richard Kapenas as the Plumbing Inspector for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.
- 3.10 WM moved to appoint Gary Williams as the Alternate Plumbing Inspector for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.
- 3.11 WM moved to appoint Eric Aaltonen as the Sealer of Weights and Measures for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.
- 3.12 WM moved to appoint William Choate as the Wiring Inspector for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.
- 3.13 WM moved to appoint Daniel Cushion as the Alternate Wiring Inspector for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.

- 3.14 WM moved to appoint the following to the Townsend Police Department in accordance with Chapter 41, Section 97A for a one year term effective July 1, 2018 to June 30, 2019 as listed on the agenda. CK seconded.

|                                 |                             |
|---------------------------------|-----------------------------|
| Richard B. Bailey, Police Chief | James Sartell, Deputy Chief |
| Mark Giancotti, Lieutenant      | John Johnson, Sergeant      |
| Kimberly Mattson, Sergeant      | James Marchand, Officer     |
| Thaddeus Rochette, Officer      | George Reidy, Officer       |
| Mark Francis, Officer           | David Phillips, Officer     |
| Jeffrey Giles, Officer          | Michael Marchand, Officer   |
| Nicholas Thayer, Officer        |                             |

Unanimous vote.

- 3.15 WM moved to appoint Jean Nichols as Police Matron for the Townsend Police Department for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.

- 3.16 WM moved to appoint Mary Letourneau as the Animal Control Officer for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Chief Bailey informed the Board he would be looking into the issue of the kennel. Unanimous vote.

- 3.17 WM moved to appoint Richard B. Bailey as the Keeper of the Lock-up for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.

- 3.18 WM moved to appoint the following as the Agents for the Licensing Authority for a one year term effective July 1, 2018 to June 30, 2019:

|                                 |                            |
|---------------------------------|----------------------------|
| Richard B. Bailey, Police Chief | Mark Giancotti, Lieutenant |
| John Johnson, Sergeant          | Kimberly Mattson, Sergeant |

CK seconded. Unanimous vote.

- 3.19 WM moved to appoint Kathleen Spofford as the Parking Clerk for the Townsend Police Department for a one year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.

- 3.20 WM moved to appoint the following as Reserve Police Officers for the Townsend Police Department for a one year term effective July 1, 2018 to June 30, 2019:

|                               |   |
|-------------------------------|---|
| Tony Brennan, Reserve Officer | Christopher VanVoorhis, Reserve Officer |
| Austin Cote, Reserve Officer  | Joseph Quinn, Reserve Officer           |

Thomas Kahill, Reserve Officer

CK seconded. Unanimous vote.

- 3.21 WM moved to appoint the following as Special Police Officers to the Townsend Police Department for a one year term effective July 1, 2018 to June 30, 2019 as on listed on the agenda:

PEPPERELL POLICE DEPARTMENT

David Scott, Police Chief  
Alan Lessieur, Sergeant  
Thomas Maskalenko, Sergeant  
Steven Burke, Patrol Officer  
Jared Carrubba, Patrol Officer  
Stephen Mulkerin, Patrol Officer  
Daniel Adams, Patrol Officer  
John Coburn, Patrol Officer  
David Querze, Reserve Officer  
Glenn Caswell, Reserve Officer  
Jeff Noble, Reserve Officer  
Michael Luibil, Special Officer  
Scott Woodward, Special Officer

Todd Blain, Lieutenant  
Nick Parker, Sergeant  
Jeremiah Friend, Sergeant  
Bruce Haskins, Patrol Officer  
Fabrizio Vestri, Patrol Officer  
Daniel D'eon, Patrol Officer  
Michael Kenney, Patrol Officer  
Justin Zink, Patrol Officer  
Paul Nelson, Reserve Officer  
William Greathead, Reserve Officer  
Michael Pietroforte, Special Officer  
Steve Bezanson, Special Officer

CK seconded. Unanimous vote.

- 3.22 WM moved to appoint the following to the Townsend Fire-EMS Department for a one year term effective July 1, 2018 to June 30, 2019 as listed on the agenda:

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Shayna Appel, Chaplain                | Jeffrey Beal, Firefighter/EMT-B    |
| Kathleen Beal, Firefighter/EMT-B      | Jacqueline Becker, Paramedic       |
| Brenton Bourne, Firefighter/Paramedic | Mark Boynton, Fire-EMS Chief       |
| Drew Brassard, Fire/Paramedic         | Shawn Carlin, Paramedic            |
| Richard Carlson, Lieutenant           | Nicole Carter, Paramedic           |
| Miles Childs, Paramedic               | Jeffrey Cormier, Captain/EMT-B     |
| Austin Cole, Reserve Company          | Christopher Coller, Paramedic      |
| Duane Creighton, Firefighter          | Zachery Devincentis, Firefighter   |
| Andrew Devoll, Firefighter/Paramedic  | John Elliott, Deputy Chief         |
| William Elliot, Captain               | Eric Fellows, Photographer         |
| Jessica Fellows, EMT-B                | Greg Galeota, Firefighter/EMT-B    |
| Sam Galeota, Firefighter              | Steven Gay, EMT-B                  |
| Randy Girard, Firefighter             | Christian Grant, Paramedic         |
| Michael Grimley, Operations Captain   | Christopher Grotton, Firefighter   |
| Brian Harkins, Firefighter/Paramedic  | Robert Hayes, Paramedic            |
| Robert Henderson, Firefighter/EMT-B   | David Hoffman, Firefighter         |
| Brett King, Firefighter               | Jonathan Kinney, Firefighter/EMT-B |
| Kris Klien, Lieutenant/EMT-B          | Cory Lopez, Firefighter/EMT-B      |
| John Mallinson, Paramedic             | Eric Mannion, Paramedic            |
| Michael Marchand, Firefighter         | Derek Maskalenko, Firefighter/EMT  |
| Austin Matthes, Firefighter           | Brian Mayer, Lieutenant/EMT-B      |
| Joshua McCrillis, Paramedic           | Eric Modica, Firefighter/EMT-B     |
| Steven Mongelli, Firefighter          | Laura Moreau, Paramedic            |
| Jean Nichols, EMT-B                   | Benjamin Niemiera, Operations LT   |
| Leon Niemiera, Firefighter/EMT-B      | James Normington, Firefighter      |

Everett Olsen, Paramedic  
 Keven Patterson, Chaplain  
 Kevin Pena, Firefighter/EMT-B  
 Ronald Petrucci, Firefighter/Paramedic  
 Jeffrey Ruppel, Paramedic  
 Andrew Shepherd, Firefighter  
 Dan Silva, Firefighter/EMT-B  
 Michael Sadano, Firefighter  
 Thomas Stepney, Mechanic  
 John Tuomi, Firefighter/Paramedic  
 Michael Whitter, Firefighter/EMT-B  
 Christopher Williams, Firefighter/EMT

Shawn Ormiston, Paramedic  
 Colton Peladeau, Paramedic  
 Andrew Perry, Firefighter/Paramedic  
 David Powell, Mechanic  
 Martin Scott, Operations Captain  
 Gary Shepherd, Deputy Chief  
 Benjamin Simmons, LT/Paramedic  
 Nicholas Stepney, Mechanic  
 David Stevens, Firefighter  
 Michael Virostko, Firefighter/EMT-B

CK seconded. Discussing regarding the appointment of a Police Officer and Firefighter ensued, emphasis on the financial loss of an Officer if injured as a Firefighter. The Board asked a letter be sent to the Officer/Firefighter reminding him of the risk. Unanimous vote.

- 3.23 WM moved to appoint Todd Arsenault and Karen Clement to the American Flag Committee effective June 19, 2018. CK seconded. Unanimous vote.
- 3.24 WM moved to appoint James Deroian and John Hussey to the Conservation Commission for a three year term effective July 1, 2018 to June 30, 2021. CK seconded. Unanimous vote.
- 3.25 WM moved to appoint Christopher Low as a probationary full-time Police Officer for the Townsend Police Department contingent upon a background check, psychological exam, medical exam and successful completion of the MPTC program with a one-year probationary period effective July 1, 2018 to June 30, 2019. CK seconded. Discussion with Police Chief Bailey ensued: the Chief explained he was looking for the Board to give a conditional offer of employment. Discussion included: Police Academy and training schedules, previous hiring practices, and union contractual agreements. Chief Bailey to get additional information for the Board to consider and will come back to discuss. The Board moved onto agenda item 3.26

The Board addressed agenda items 3.26-4.6, Chief Bailey returned to the meeting with additional information. Chief Bailey further explained the process used to select Mr. Low further informing the Board a space was reserved for him to attend the Police Academy for the end of July. SL voiced concern with paying him any salary prior to the Academy training, Chief Bailey agreed and will not start Mr. Low until his first day at the Academy.

WM moved to appoint Christopher Low as a probationary full-time Police Officer for the Townsend Police Department contingent upon a background check, psychological exam,

medical exam and successful completion of the MPTC and contingent upon that payroll does not start until day 1 of the Academy. CK seconded. Unanimous vote.

- 3.26 WM moved to appoint James Smith to the Montachusett Joint Transportation Committee for a one-year term effective July 1, 2018 to June 30, 2019. CK seconded. Unanimous vote.

- 3.27 WM moved to appoint Michael Brown and Brent R. Carney to the Energy Committee for a three year term effective July 1, 2018 to June 30, 2021. CK seconded. Unanimous vote.

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 4.1 Review/Comment mandatory referral for the Zoning Board of Appeals, RE: 355 Main Street.

The Board reviewed the referral – please see attached. WM moved to thank the ZBA for the opportunity to comment and to take no action. SL clarified to send no comment. CK seconded. Unanimous vote.

- 4.2 Review/Approve/Sign a special license for Brianna Doughty, Pearl Hill State Park in conjunction with a “cookout” with serving hours from 12:00P.M. to 4:00P.M.

The Board reviewed the request for the special license – please see attached. Questions regarding the process to approve the license for State property, review of DCR approval, review of application and the need for a TIPS certified server and detail officers. WM moved to approve a special license for Brianna Doughty, Pearl Hill State Park in conjunction with a “cookout” with serving hours from 12:00P.M. to 4:00P.M. CK seconded. WM amended to include: contingent upon having a TIPS certified server. CK seconded. Unanimous vote.

- 4.3 Review/Approve/Sign the Recycled Product Procurement Policy.

The Board reviewed the policy – please see attached. Discussion included: previous policy, recycling grant requirements and the wording for required reporting (Section E). SL suggested the wording for Section E to read: For the purpose of measuring the progress of the program and success in meeting recycling goals of the Commonwealth, each department shall log purchases of recycled products and make available the documentation to the Town Administrator upon request.

Consensus was reached regarding the changes, the policy to be updated for the Selectmen’s signature. WM moved to approve and sign the Recycled Product Procurement Policy and to amend with “each department shall log purchases of recycled products and make available the documentation to the Town Administrator upon request” and to sign the policy outside of the meeting. CK seconded. Unanimous vote.

- 4.4 Review Chapter 61 first right of refusal for the property located on Bailey Road to be converted to commercial use.

The Board reviewed the notification – please see attached. Discussion included: other uses for property, Chapter 61 process, tax roll-back process, questions regarding the converting to commercial property and the need for additional town property for development. WM moved to not exercise the first right of refusal for Bailey Road. CK seconded. Unanimous vote.

- 4.5 Discussion, RE: Re-posting of the Girls' School Commemoration Committee.  
The Board reviewed the new posting for Committee members – please see attached.

- 4.6 Authorize in accordance with MGL Chapter 44, Section 53E ½ an increase of \$10,000 in authorized spending for the Recreation Revolving Account.

WM moved to authorize in accordance with MGL Chapter 44, Section 53E ½ an increase of \$10,000 in authorized spending for the Recreation Revolving Account. CK seconded. Unanimous vote.

CK moved to recess for 5 minutes.

SL called the meeting back to order. Chief Bailey returned to the meeting with additional information, the Board agreed to address the appointment of Christopher Low – see agenda item 3.25

- 4.7 Review/approve/sign the following Transfer of Appropriations:

- Street lights
- Facilities
- TEMA
- Legal
- Land Use

WM moved to approve \$4,500.00 from Health Insurance transferred to Street Lights Energy. CK seconded. Unanimous vote.

WM moved to approve \$15,000.00 from Health Insurance transferred to Facilities. CK seconded. Unanimous vote.

WM moved to approve \$325.00 from Health Insurance to Other purchased services. CK seconded. The Board expressed concern there was no reason given and asked that all transfer requests outline the reason for such. Unanimous vote.

WM moved to approve \$4,500.00 from Health Insurance to Land Use Professional Services. CK seconded. Unanimous vote.

WM moved to approve \$5,000.00 from Health Insurance to Legal Expenses. CK seconded. Unanimous vote.

- 4.8 Review/Approve/Sign Change Order #4 in the amount of \$12,836.98 for the West Townsend Fire Station project.

WM moved to approve the Change Order #4 in the amount of \$12,836.98 for the West Townsend Fire Station Project. CK seconded. The Board expressed disappointment there's was no one in attendance to discuss the project and concern with this being the 4<sup>th</sup> change order. Any change orders in the future, the Board requested the Chief and other designee be available to discuss. Unanimous vote.

- 4.9 Review/Approve/Sign engineering proposal for the Townsend Water Department and Tighe & Bond for the purpose of replacing approximately 3,100 linear feet of water main along a portion of Main Street.

The Board reviewed the proposal, (please see attached) noting the original contracts were not available. WM moved to approve the engineering proposal for the Townsend Water Department with Tighe & Bond for the purpose of replacing approximately 3,100 linear feet of water main along a portion of Main Street and to sign the contract out of session. CK seconded. Unanimous vote.

V. WORK SESSION - VOTES MAY BE TAKEN:

- 5.1 Town Administrator updates and reports.

5.1.1 Vacant volunteer and paid position updates

5.1.2 Charter Commission

5.1.3 Board Operating Policies- amend agenda setting section.

5.1.4 Board Liaison Roles Policy

5.1.5 Public Comment Policy

5.1.6 Board Legal Counsel Policy

5.1.7 Brief Cable System Expansion Discussion

The Board tabled agenda items 5.1.1-5.1.7 until August 21, 2018.

- 5.2 Board of Selectmen announcements, updates, and reports.

SL informed the members and audience of the meeting calendar: July 10, 2018, August 7, 2018, and August 21, 2018. SL stated July 10, 2018 would be a small agenda. SL would like a new section on the agendas titled, new/old business so the Board can track.

WM read the band concert announcement - please see attached.

- 5.3 Approval of meeting minutes for May 22, 2018, May 24, 2018, May 29, 2018 and June 5, 2018.

WM moved to approve the meeting minutes for May 22, 2018, May 24, 2018, May 29, 2018. CK seconded. Unanimous vote.

WM moved to approve the meeting minutes for June 5, 2018. CK seconded. SL & WM (YES) and CK abstained from the vote.

- 5.4 Board Mail and Correspondence

- Flag (s) for July 4<sup>th</sup>

The Board discussed an email (please see attached) they received regarding the flag not being placed on the poles for Memorial Day. SL explained the responsibility is

with the American Flag Committee and they are working to formulate a plan to get them up in the future. SL encouraged folks to help and participate in the process.

- 5.5 WM moved to review and sign the payroll and bills payable warrants out of session. CK seconded. Unanimous vote.

VI. EXECUTIVE SESSION - VOTES MAY BE TAKEN

The Chairman tabled all executive sessions until July 10, 2018.

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. Merrill vs Townsend

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. RE: Fire Union

VII. ADJOURNMENT:

WM moved to adjourn the meeting at 8:17P.M. CK seconded. Unanimous vote.

Respectfully submitted by,



Carolyn Smart, Executive Assistant

Voted to approve the meeting minutes for the meeting of June 19, 2018, by the Board of Selectmen this 16<sup>th</sup> day of July, 2018.



2,1 +  
2,2

NOTICE OF MEETING

JOINT APPOINTMENT FOR THE TOWNSEND HOUSING  
AUTHORITY AND THE PLANNING BOARD.

June 19, 2018, 6:05 PM & 6:10P.M.

Selectmen's Chambers  
272 Main Street, Townsend

THIS POSTING IS TO NOTIFY THE RESIDENTS OF TOWNSEND THAT THE SELECTMEN MAY APPOINT A TOWNSEND HOUSING AUTHORITY MEMBER IN A JOINT MEETING OF THE BOARD OF SELECTMEN AND TOWNSEND HOUSING AUTHORITY IN ACCORDANCE WITH 3-1 (F) (1) OF THE TOWNSEND CHARTER.

THIS POSTING IS TO NOTIFY THE RESIDENTS OF TOWNSEND THAT THE SELECTMEN MAY APPOINT A PLANNING BOARD MEMBER IN A JOINT MEETING OF THE BOARD OF SELECTMEN AND TOWNSEND PLANNING BOARD IN ACCORDANCE WITH 3-1 (F) (1) OF THE TOWNSEND CHARTER

THIS WILL BE SCHEDULED ON THE REGULAR MEETING AGENDA OF THE BOARD OF SELECTMEN AT 6:05P.M. AND 6:10P.M. ON JUNE 19, 2018.



## Carolyn Smart

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**From:** SueSelect <sml412@comcast.net>  
**Sent:** Tuesday, May 29, 2018 5:09 PM  
**To:** csmart@townsend.ma.us; jkreidler@townsend.ma.us  
**Subject:** Fwd: Volunteer forms

Hi,  
Please put this on our list for June 19th.  
Thank you

Begin forwarded message:

**From:** Laura Shifrin <laurie8884@gmail.com>  
**Date:** May 29, 2018 at 3:31:49 PM EDT  
**To:** Select <sml412@comcast.net>  
**Subject: Re: Volunteer forms**

Can you put us on for your next meeting after June 6th  
We are going to interview during our work session on the 6th  
Thank you !  
Sent from my iPad

On May 29, 2018, at 3:28 PM, Select <sml412@comcast.net> wrote:

Usually your board would discuss and/or interview. Then come to us with your recommendation.

On May 29, 2018, at 3:13 PM, Laura Shifrin <laurie8884@gmail.com> wrote:

What do you think ☐

Sent from my iPad

Begin forwarded message:

**From:** "Carolyn Smart"  
<csmart@townsend.ma.us>  
**Date:** May 29, 2018 at 2:06:12 PM EDT  
**To:** "Laura Shifrin" <laurie8884@gmail.com>  
**Subject: RE: Volunteer forms**

Hi Laurie – Usually, the Elected Board/Committee will interview and pick a candidate, they would then refer that candidate to the Selectmen for a joint appointment.

There really is no hard policy regarding the selection process. Maybe talk to the Chair of the Board, to be sure she agrees with that process?

---

**From:** Laura Shifrin [<mailto:laurie8884@gmail.com>]  
**Sent:** Tuesday, May 29, 2018 1:39 PM  
**To:** Carolyn Smart <[csmart@townsend.ma.us](mailto:csmart@townsend.ma.us)>  
**Cc:** Kathy Spofford <[kspofford@townsend.ma.us](mailto:kspofford@townsend.ma.us)>;  
Laura Shifrin; [TownsendCenterRealty.com](http://TownsendCenterRealty.com)  
<[laurie@townsendcenterrealty.com](mailto:laurie@townsendcenterrealty.com)>; Sue Lisio  
<[sml412@comcast.net](mailto:sml412@comcast.net)>; Chaz Sexton-Diranian  
<[cqsexton@gmail.com](mailto:cqsexton@gmail.com)>  
**Subject:** Re: Volunteer forms

Wow!

This is awesome 🙌

I'm glad we asked

We will make a selection at our June 6th meeting

Unless we are able to select with Selectmen on June 5th in a joint meeting ?

Please advise proper procedure

Thank you!

Sent from my iPad

On May 29, 2018, at 1:18 PM, Carolyn Smart  
<[csmart@townsend.ma.us](mailto:csmart@townsend.ma.us)> wrote:

Hi Laurie: The new website collected the data for the volunteers that applied online but it did not forward to an email address.

Bassem Awad, our IT Manager has corrected this, attached is an excel sheet with extracted data for the Housing Authority applicants.

If/when the Housing Authority picks a candidate, please let us know as soon as possible. A joint meeting of the Selectmen and Housing Authority must occur and it has to be posted a week in advance in order to make an appointment.



Office of  
**THE PLANNING BOARD**  
272 Main Street  
Townsend, Massachusetts 01469  
978-597-1700 x 1722

RECEIVED  
MAY 08 2018

TOWN OF TOWNSEND  
TOWN CLERK

Lance J. McNally, Chairman  
Christopher Nocella, Member

Veronica Kell, Clerk

Laura E. Shifrin, Vice Chairwoman  
Jerrilyn T. Bozicas, Associate Member

(Posted May 8, 2018)

## PLANNING BOARD VACANCY

The Townsend Planning Board is currently accepting "Volunteer Response Forms" for:

**Planning Board Member:** *To be appointed by the Planning Board & Board of Selectmen*

**Current Term:** *immediately through April 22, 2019.*

The Planning Board meets the first and third Mondays of the month as needed (except holidays) and is responsible for hearing and issuing Decisions on Subdivisions, Site Plan Special Permits, "Approval Not Required" (ANR) Plans, and applications under the "Scenic Roads Act." The Board also serves as the Stormwater Authority.

"Volunteer Response" forms are available at the Town Clerk's Office, the Planning Board/Land Use Office, or on-line at [www.townsend.ma.us](http://www.townsend.ma.us).

All interested parties are encouraged to apply by completing a form and submitting it to the Board of Selectmen's or Planning Board's Office, or to [bfaxon@townsend.ma.us](mailto:bfaxon@townsend.ma.us). If you have any questions, please contact Beth Faxon, Planning Board Administrator. If you have any questions, please contact by e-mail or phone at 978-597-1700 X 1722.





Office of  
**THE PLANNING BOARD**  
272 Main Street  
Townsend, Massachusetts 01469  
978-597-1700 x 1722

Rec'd Townsend Town Cler  
**23 MAY '18 AM 10:00**

Lance J. McNally, Chairman  
Christopher Nocella, Member

Veronica Kell, Member

Laura E. Shifrin, Clerk  
Jerrilyn T. Bozicas, Associate Member

**Planning Board Meeting Minutes**  
**Monday, May 7, 2018**  
**Townsend Memorial Hall**  
**272 Main St. Townsend MA 01469**

**1.0 Preliminaries**

Chairman McNally called the meeting to order at 6:34 pm and, requests action to appoint Jerrilyn Bozicas as a full member of the Board. L. Shifrin questions the appointment procedure and if a vacancy posting is required. Chairman McNally takes an action item to confirm the procedure prior to the next meeting.

Upon a motion by L. Shifrin, and seconded by V. Kell it was;

VOTED: Approve the appointment of Jerrilyn Bozicas to full member to replace Kathy Araujo pending procedural review. All in favor.

Roll call – Jerrilyn Bozicas, Veronica Kell, Laura Shifrin, Lance McNally

Absent: Chris Nocella

Chairman McNally announced that Chris Nocella is not able to participate remotely as previously expected. He offers the applicant for 187 North End Road a chance to reschedule the hearing when a full board is present. Stan Dillis replies that they intend to proceed with the understanding that the absent member can review the meeting minutes and participate in future hearings.

Chairman McNally appointed Jerrilyn as a voting member.

Others present: Beth Faxon, Planning board administrator

Election of planning board officers.

Upon a motion by L. Shifrin, seconded by Jerrilyn Bozicas it was;

VOTED: to elect Lance McNally as Chairman of the Planning Board for the next year. All in favor.

Upon a motion made by Jerrilyn Bozicas, seconded by Veronica Kell it was;

VOTED: to elect Laura Shifrin as Vice Chairwoman of the Planning Board. All in favor.

Upon a motion made by L. Shifrin, seconded by Jerrilyn Bozicas it was;

VOTED: to make Veronica Kell as Clerk of the Planning Board for the next year. All in favor



VOTED: to appoint Laura Shifrin as the MRPC representative for the Town of Townsend  
All in favor.

The board sets a time and date for the Campbell farm site walk of Friday May 11<sup>th</sup>, 2018  
at 4:00 p.m. on location.

Notices from Townsend/Other Towns – V. Kell read the legal notices to all present.

Upon a motion made by L. Shifrin, and seconded by J. Bozicas it was;

VOTED: to adjourn the meeting at 9:10 pm. Next meeting is May 21, 2018. All in favor.

Respectfully submitted,  
Beth Faxon  
Planning Board administrator

Documents on file in the Land use office:  
5/7/18 sign in sheet  
Campbell Farm OSPD special permit application

Approved: May 21, 2018



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

|  |  |
|--|--|
| <b>TO:</b> Planning Board<br>Board of Health<br>Conservation Commission<br><u>Board of Selectmen</u><br>Building Inspector | Police Chief<br>Fire Chief<br>Highway<br>Water Department<br>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:** Jason Cowan  
**LOCUS ADDRESS:** 355 Main Street  
**PARCEL ID:** Assessor's Map 18, Block 8, Lot 0

**Date of Hearing:** June 27, 2018 @ 7:15 pm  
**Date of Referral:** May 24, 2018

**Petition:** *(from legal notice)*

Board of Appeals will hold a public hearing on **Wednesday, June 27, 2018 at 7:15 p.m.** at Memorial Hall, 272 Main St., on the application of **Jason Cowan** for a **Special Permit** under Zoning Bylaw Sections 145-36, 145-64, 145-65 and 145-66. The applicant is requesting a Special Permit to construct an accessory apartment at the property located at 355 Main St. (**Assessor's Map 18, Block 8, Lot 0**).

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

**NO COMMENT** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



## NOTICE OF APPROVAL OF SPECIAL PERMIT

**BRIANNA DOUGHTY**

Pearl Hill State Park Townsend, MA

Under Chapter 138, Section 14, of the Liquor Control Act.

The license is granted in conformity with the Statutes and ordinances relating thereto, and expires **08/12/2018** unless sooner suspended or revoked.

Date: June 19, 2018

## THE LOCAL LICENSING AUTHORITIES

Jul. Lysini





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

4.3

Sue Lisio, Chairman

Cindy King, Vice-Chairman

Wayne Miller, Clerk

James M. Kreidler, Jr.,  
Town Administrator

Office (978) 597-1701  
Fax (978) 597-1719

POLICY #1-2018

REPLACE POLICY DATED: 09.05.2000

BOARD OF SELECTMEN

**Purpose:** The Board of Selectmen and Town Administrator agree to establish standards to promote purchasing environmentally preferred products.

**Policy:** RECYCLED PRODUCT PROCUREMENT POLICY

In recognition of the need to make more efficient use of our natural resources, create markets for the materials collected in recycling programs, reduce solid waste volume and disposal costs, and serve as a model for private and public institutions, the Town of Townsend is committed to purchasing products which are environmentally preferable, and/or made of recycled materials whenever such products meet quality requirements and are available at reasonable prices and terms.

To the maximum extent practicable, the following recommendations should be adhered to:

- a) For all purchases of printing and writing paper for in-house use or custom printed materials by professional printers, including copier paper, offset paper, forms, stationary, envelopes, tablets, notepads and file folders, the minimum content standards shall be no less than 30% post-consumer recycled materials to meet the current state and federal minimum standards.
- b) For all purchases of janitorial paper products and trash bags, the minimum content standards shall be no less than 20% post-consumer recycled materials.
- c) All office equipment purchases shall be deemed energy efficient.
- d) Town departments shall ensure that all contracts for printing require the inclusion of an imprint identifying the recycled content of the paper whenever practicable, along with the recycling symbol.

- e) For the purpose of measuring the progress of the program and success in meeting recycling goals of the Commonwealth, each department shall ~~report purchases of recycled products to the Town Administrator on July 30 for the previous fiscal year.~~ *log purchases of recycled products and*
- f) Each department shall implement paper reduction techniques through the use of duplexing, sharing and circulating materials, use of electronic mail and reuse of discarded paper for draft works, scrap paper and internal messages.
- g) Each department head shall incorporate waste prevention and recycling in daily operations.
- h) The Town shall request its contractors and consultants to use and specify recycled products in fulfilling contractual obligations wherever practical.

ADOPTED BY THE BOARD OF SELECTMEN ON \_\_\_\_\_, 2018.

\_\_\_\_\_  
Sue Lisio, Chairman

\_\_\_\_\_  
Cindy King, Vice-Chair

\_\_\_\_\_  
Wayne Miller, Clerk

*make available the documentation to the T/A upon request.*



Office of the  
BOARD OF SELECTMEN  
272 Main Street Townsend, Massachusetts 01

4.4

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

Cindy King, *Vice-Chairman*

Wayne Miller, *Clerk*

Office (978) 597-1701  
Fax (978) 597-1719

## MEMORANDUM

DATE: June 6, 2018

TO: Conservation Commission  
Board of Assessors  
Planning Board

FROM: Carolyn Smart, Executive Assistant

RE: CHAPTER 61 REFERRAL - BAILEY ROAD CONVERSION

Certified notification has been received regarding the conversion of a Chapter 61 property to commercial use. (attached)

With such, the town has first right of refusal to purchase the property.

Conversion of property use requires the town to show intent and complete an appraisal within 30 days of receipt.

This will be scheduled for discussion on the June 19, 2018 Board of Selectmen's agenda for discussion/decision.

Any comments, concerns, and/or recommendations, please forward to the Office of the Board of Selectmen prior to June 19, 2018.

Thank you.

c.f. Finance Committee



DAVID W. AALTO  
NATALIE AALTO  
33 BAILEY ROAD  
WEST TOWNSEND, MASSACHUSETTS 01474

RECEIVED

JUN 05 2018

BOARD OF SELECTMEN

1 June 2018

BY CERTIFIED MAIL NO. 7017 0530 0000 0300 0873

Board of Selectmen  
Attention: James M. Kreidler, Town Administrator  
272 Main Street – Upper Level  
Townsend, Massachusetts 01469

Dear Mr. Kreidler:

RE: Notice of Conversion Under  
Massachusetts General Laws, Chapter 61

This letter represents a statement of intent to convert a 43.01 acre parcel of land on Bailey Road, West Townsend, Massachusetts 01474, which is described in a deed recorded in the Middlesex Southern District Registry of Deeds in Book 70508, Page 548 (see Quitclaim Deed attached hereto as Exhibit A and a copy of the Assessor's Map evidencing the parcel in question as Assessor's Map No. 8, Parcel 33-48-49 attached hereto as Exhibit B).

The land in question consisting of 43.01 acres which is a portion of Lot 1 on the plan attached hereto as Exhibit C is currently classified under Massachusetts General Laws, Chapter 61, and the current owners of the land intend to convert this acreage into commercial use.

The attorney for the owners is:

David G. Southcotte, Sr., Esquire  
Erb & Southcotte  
780 Main Street, Suite 1  
P. O. Box 827  
Fitchburg, Massachusetts 01420-0056  
Tel. No. 978-343-4856  
Fax No. 978-343-4858  
E-mail: [davidaterb@verizon.net](mailto:davidaterb@verizon.net)

See also Affidavit of Delivery of intent to convert included herewith.



Thank you for your attention to this matter.

Yours very truly,

A handwritten signature in cursive script, reading "David W. Aalto".

David W. Aalto

A handwritten signature in cursive script, reading "Natalie Aalto".

Natalie Aalto

/mg  
Encs.  
S/2072/5





2018 00006292

Bk: 70508 Pg: 548 Doc: DEED  
Page: 1 of 4 01/16/2018 08:53 AM

S/1992/2/mg

QUITCLAIM DEED  
(Statutory Form)

**DAVID W. AALTO and NATALIE AALTO**, of 33 Bailey Road, West  
Townsend, Massachusetts 01474,

FOR ONE (\$1.00) DOLLAR  
CONSIDERATION PAID, GRANT TO

**DAVID W. AALTO and NATALIE AALTO, Trustees of the AALTO  
FAMILY REVOCABLE TRUST**, created under a Declaration of Revocable Trust  
dated 13 May 2009 (see Trustee's Certificate under M.G.L. c. 184, § 35, and c.  
203E, § 1013, recorded in the Middlesex Southern District Registry of Deeds in  
Book 52858, Page 52), with an address of 33 Bailey Road, West Townsend,  
Massachusetts 01474,

## WITH QUITCLAIM COVENANTS

A certain parcel of land, with the buildings thereon, located on Bailey  
Road, West Townsend, Massachusetts, described on a Plan of Land in  
Townsend, Mass. Prepared for David W. and Natalie Aalto dated December,  
2008, prepared by David E. Ross Associates, Inc., Civil Engineers, to be  
recorded herewith, which is bounded and described as follows:

Beginning on the southerly side of the paved portion of Bailey  
Road at a point;

Thence, South 01° 57' 17" East, by land now or formerly of  
Nassau Life Insurance Co., Ltd., 304.80 feet, to a point;

Thence, South 05° 43' 16" West, by said land now or formerly of  
Nassau Life Insurance Co., Ltd., 33.61 feet, to a point;

Thence, South 00° 29' 32" West, by said land now or formerly of  
Nassau Life Insurance Co., Ltd., 74.09 feet, to a point;

Thence, South 03° 37' 27" East, by said land now or formerly of  
Nassau Life Insurance Co., Ltd., 194.01 feet, to a drill hole;

Erb + Southcothe  
780 Main St. #1  
Fitchburg, MA 01420

LOCATION OF PROPERTY: 33 Bailey Road, West Townsend, MA 01474



Thence, South 02° 40' 49" East, by said land now or formerly of Nassau Life Insurance Co., Ltd., 75.17 feet, to a point;

Thence, South 02° 49' 42" East, by said land now or formerly of Nassau Life Insurance Co., Ltd., 72.67 feet, to a circle of stones;

Thence, South 00° 59' 19" East, by land now or formerly of Neil Whelpley, 220.32 feet, to a stone bound with a drill hole at land now or formerly of Gregory Croteau;

Thence, North 60° 25' 11" West, by said Croteau land, 423.50 feet, to a stone bound with a drill hole;

Thence, North 59° 07' 08" West, by land now or formerly of Joyce K. Brisbois, 610.54 feet, to an iron rebar with cap;

Thence, South 32° 26' 52" West, by said Brisbois land, 518.10 feet, to an iron rebar with cap;

Thence, North 59° 52' 03" West, by other land now or formerly of Nassau Life Insurance Co., Ltd., 973.50 feet, to a large granite boulder and land now or formerly of Charles C. Little and Deborah A. Little;

Thence, North 20° 54' 56" East, by said Little land and land now or formerly of Robert K. Hetherman and Darlene Bell Hetherman, 547.04 feet, to land formerly of Aaron Hildreth and U. S. Adams;

Thence, South 58° 09' 03" East, by said Hildreth and Adams land and land now or formerly of Julia Viola Stockwell, 401.64 feet, to an iron rebar with cap;

Thence, North 35° 01' 27" East, by said Stockwell land, 1056.00 feet, to an iron rebar with cap at land of Thomas E. Allen and Anne C. Allen, Co-trustees of the Allen Investment Trust;

Thence, South 58° 58' 33" East, by said Allen Investment Trust land, 549.78 feet to an iron rod with cap at land of Anne C. Allen;

Thence, North 70° 30' 39" East, by said Allen land 186.43 feet, to a drill hole;

Thence, South 00° 12' 21" West, by a stone wall and said Allen land, 111.61 feet, to a point;

Thence, South 00° 32' 10" West, by said stone wall and said Allen land, 147.28 feet, to a point;

Thence, South 87° 57' 31" East, by said stone wall and said Allen land, 11.07 feet, to land now or formerly of Ebba A. Laitinen, William Laitinen and Isabelle E. Laitinen;



Thence, South 13° 23' 08" East, by said Laitinen land, 50.43 feet, to a point;

Thence, South 07° 43' 20" East, by a stone wall and said Laitinen land, 11.18 feet, to a point;

Thence, South 03° 29' 42" West by said stone wall and said Laitinen land, 152.14 feet, to a point;

Thence, South 07° 32' 43" East, by said stone wall and said Laitinen land, 55.59 feet, to a point;

Thence, South 28° 24' 00" East, by said stone wall and said Laitinen land, 10.24 feet, to the northerly side of Bailey Road;

Thence, South 80° 17' 29" West, by said northerly side of Bailey Road, 61.49 feet, to the end of the paved portion of Bailey Road;

Thence, South 09° 42' 31" East, by the end of the paved portion of Bailey Road, 33.00 feet, to the southerly side of the paved portion of Bailey Road;

Thence, North 80° 17' 29" East, by the southerly side of the paved portion of Bailey Road, 147.66 feet, to a point;

Thence, North 82° 20' 20" East, by the southerly side of the paved portion of Bailey Road, 29.57 feet, to a point;

Thence, North 83° 10' 09" East, by the southerly side of the paved portion of Bailey Road, 55.64 feet, to the place of beginning.

Containing 43.99 acres, more or less, according to said plan.

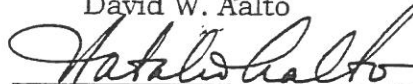
Subject to and with the benefit of easements and restrictions of record?

Being the same premises David W. Aalto and Natalie Aalto, Trustees of the Aalto Family Revocable Trust, conveyed to David W. Aalto and Natalie Aalto by deed dated 1 August 2017, and recorded in the Middlesex Southern District Registry of Deeds in Book 69780, Page 563.

Signed this 15th day of December 2017.



David W. Aalto



Natalie Aalto



COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On the 15th day of December 2017, before me, the undersigned notary public, personally appeared David W. Aalto and Natalie Aalto, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding document and who acknowledged to me that they signed it voluntarily for its stated purpose.



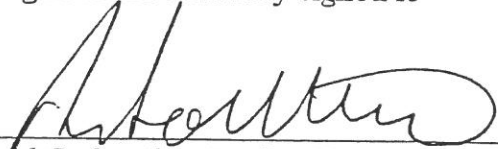
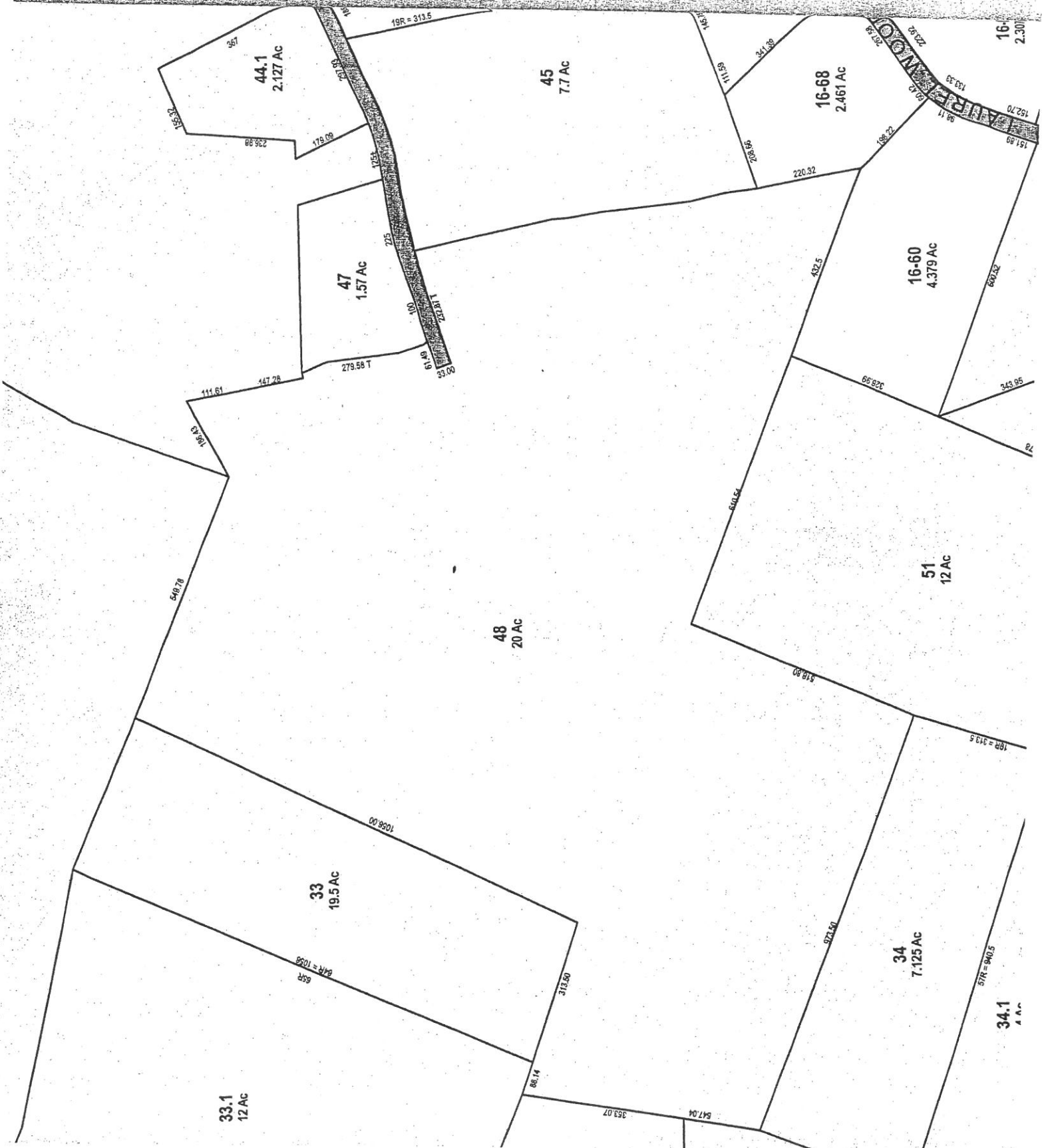
  
David G. Southcotte, Sr., Notary Public  
My Commission Expires: 12/03/2021

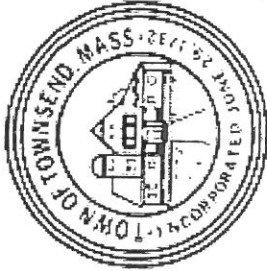
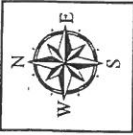


EXHIBIT B



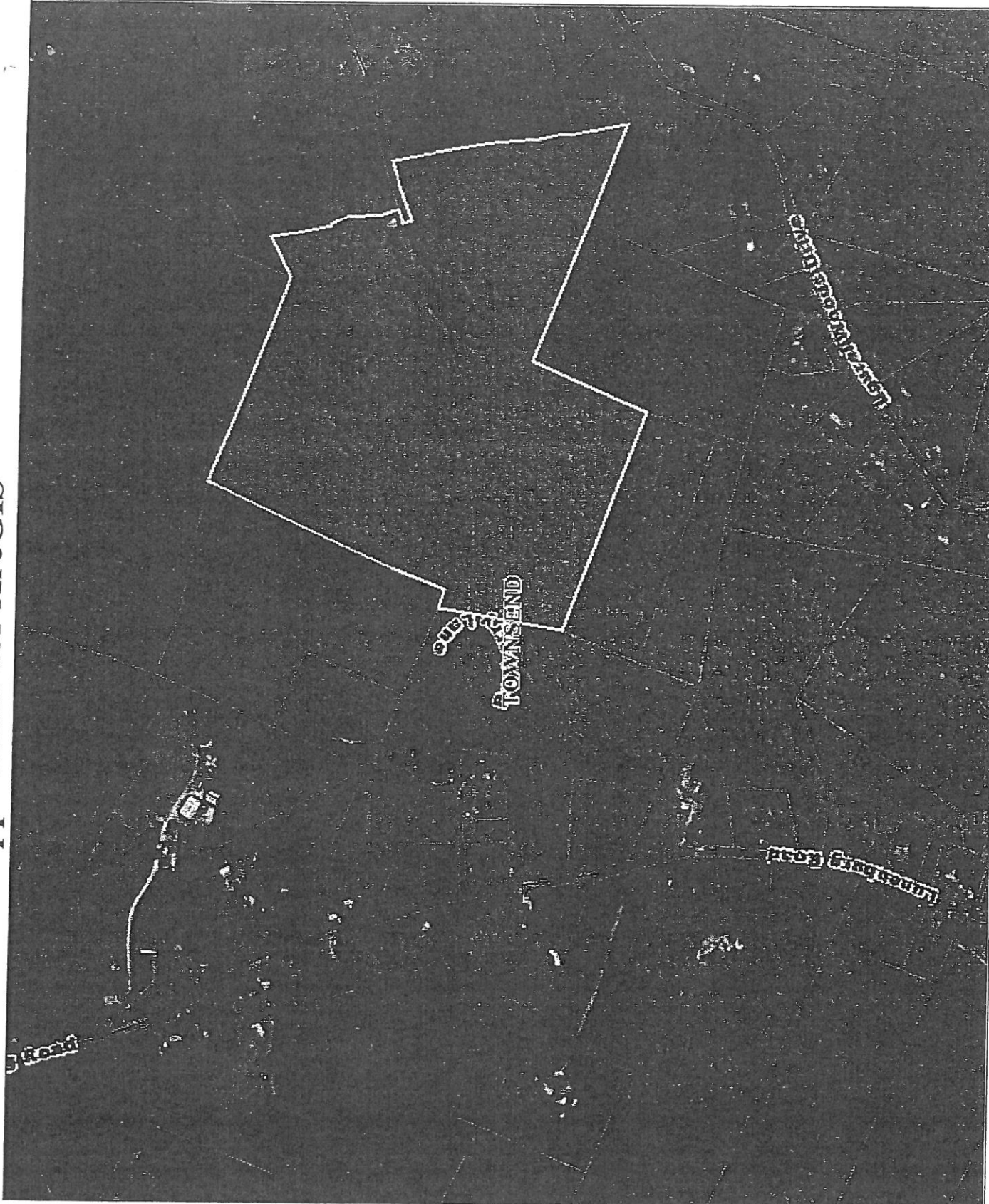


# Web AppBuilder for ArcGIS



## Search Results: Tax Parcels

- ☒ Override 1
- ☐ Tax Parcels
- ☒ MRPC Communities
- ☐ Surrounding Communities
- ☐ Tax Parcels
- Other Legal Features**
  - ☐ Easements
- Miscellaneous Features**
  - ☒ Water
- Interstate Routes**
  - ☐ Interstate Routes
- US & State Routes**
  - ☐ US & State Routes
- Other Roadways**
  - ☐ Other Roadways



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

**MrMapper**





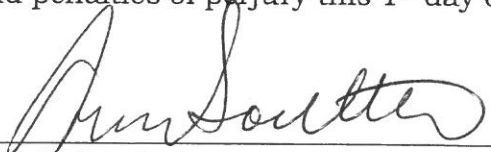


AFFIDAVIT OF DELIVERY

I, DAVID G. SOUTHCOTTE, SR., under oath, hereby depose and state that I am the attorney for the owners of a certain parcel of land located in West Townsend, Massachusetts, which is the subject of a Statement of Intent to Convert which was sent by certified mail to the following entities on 1 June 2018:

1. Planning Board  
Attention: Lance J. McNally, Chairman  
Land Use Office  
272 Main Street, 2<sup>nd</sup> Floor  
Townsend, Massachusetts 01469
2. Board of Assessors  
272 Main Street – Lower Level  
Townsend, Massachusetts 01469
3. Conservation Commission  
Attention: Lyndsy Butler, Conservation Administrator  
272 Main Street, 2<sup>nd</sup> Floor  
Townsend, Massachusetts 01469
4. Board of Selectmen  
Attention: James M. Kreidler, Town Administrator  
272 Main Street – Upper Level  
Townsend, Massachusetts 01469
5. State Forester  
Department of Conservation and Recreation  
251 Causeway Street, #900  
Boston, Massachusetts 02114

Signed and sealed under the pains and penalties of perjury this 1<sup>st</sup> day of June 2018.

  
\_\_\_\_\_  
David G. Southcotte, Sr.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 1<sup>st</sup> day of June 2018, before me the undersigned notary public, personally appeared David G. Southcotte, Sr., proved to me through satisfactory evidence of identification, which was ☐ photographic identification



with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of identity, to be the person who signed on the preceding document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Marcia A. Grimley

Marcia A. Grimley, Notary Public

My commission expires: 12/03/2021







## REVOLVING ACCOUNT INCREASE REQUEST FORM

In accordance with Massachusetts General Laws

Chapter 44, Section 53E 1/2

TO: BOARD OF SELECTMEN  
FINANCE COMMITTEE

DATE: 6/6/18

OFFICER/DEPT HEAD: Emy Hoff - Townsend Recreation

Request is hereby made for the following increase in accordance with Chapter 44, Section 53E 1/2, In any fiscal year the limit on the amount that may be spent from a revolving fund may be increased with the approval of the city council and mayor in a city, or with the approval of the selectmen and finance committee, if any, in a town; provided, however, that the one percent limit established by clause (4) of the third paragraph is not exceeded.

Revolving account name:

Recreation Revolving

Revolving Account #

203-655-1040-0000-034

Amount approved for expenditure at Town Meeting:

52,000.00

Amount requested to be increased:

10,000.00

Amount in revolving account::

73,182.85

Reason for request: Increased expenses due to increased programming.

Action by Board of Selectmen

6/19/18  
Date of Meeting

Vote: YES ☒ NO ☐

Authorization to expend: \$ 10,000

Sue Lisio  
Chairman, Board of Selectmen

Action by Finance Committee

6.11.18  
Date of Meeting

Vote: YES ☒ NO ☐

Authorization to expend: \$ 10,000. <sup>50</sup>

Lynne Pickerton  
Chairman, Finance Committee

Original to Town Accountant

Copy to Finance Committee, Board of Selectmen, Department/Board or Commission





## REQUEST FOR TRANSFER OF APPROPRIATIONS

TO: BOARD OF SELECTMEN  
FINANCE COMMITTEE

DATE: June 14, 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:

\_\_\_X\_\_\_ 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: \$15,000.00

To be transferred from: 001-09-914-5740-000  
Heath Insurance

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

Balance remaining in appropriation from which transferred: \$3,034.00

The amount requested to be used for the following reasons:

Unitil rates have increased dramatically for energy, unanticipated costs for municipal buildings, and the addition of a contract for lawn care has caused a deficit in the budget. The budget was amended for FY19 to accurately account for the true cost of the department.

### Action by Board of Selectmen

6/18/18  
Date of Meeting

Vote: YES ☒ NO ☐

Transfer voted in the sum: \$ 15,000 -

  
Chairman, Board of Selectmen

### Action by Finance Committee

Date of Meeting \_\_\_\_\_

Vote: YES [ ] NO [ ]

Transfer voted in the sum: \$

Chairman, Finance Committee

Original to Town Accountant

Copy to Finance Committee, Board of Selectmen, Department/Board or Commission





## REQUEST FOR TRANSFER OF APPROPRIATIONS

TO: BOARD OF SELECTMEN  
FINANCE COMMITTEE

DATE:

FROM: TEMA

OFFICER/DEPT HEAD: Shirley Coit

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 which amended MGL Chapter 44, Section 33B, provides for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Finance Committee will 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: \$ 325.00

To be transferred to: 001-02-291-5380 - other purchased services  
(name & account number of appropriation)

To be transferred from: 001-09-914-5740 Health Insurance  
(name & account number of appropriation)

Balance remaining in appropriation from which transferred: \$ 113,557.01

The amount requested to be used for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Action by Board of Selectmen

6/19/18  
Date of Meeting

Vote: YES ☒ NO ☐

Transfer voted in the sum: \$ 325.00

Shirley Coit  
Chairman, Board of Selectmen

Action by Finance Committee

\_\_\_\_\_  
Date of Meeting

Vote: YES ☐ NO ☐

Transfer voted in the sum: \$ \_\_\_\_\_

\_\_\_\_\_  
Chairman, Finance Committee

Original to Town Accountant

Copy to Finance Committee, Board of Selectmen, Department/Board or Commission





## 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:

  X   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: \$4,500.00

To be transferred from: 001-09-914-5740-000  
Heath Insurance

To be transferred to: 001-01-424-5210-0000  
Street Lights Energy

Balance remaining in appropriation from which transferred: \$1,372.49

The amount requested to be used for the following reasons:

Unitil rates have increased dramatically for energy. The agreement has been approved to replace all Street Lights with LEDs, hopefully lowering our cost substantially for FY 19.

Action by Board of Selectmen

6/19/18  
Date of Meeting

Vote: YES ☒ NO ☐

Transfer voted in the sum: \$ 4,500.-

Sue Lesio  
Chairman, Board of Selectmen

Action by Finance Committee

6.11.18  
Date of Meeting

Vote: YES ☒ NO ☐

Transfer voted in the sum: \$ 4,500.<sup>00</sup>

Lynn Rixerton  
Chairman, Finance Committee

Original to Town Accountant

Copy to Finance Committee, Board of Selectmen, Department/Board or Commission





## REQUEST FOR TRANSFER OF APPROPRIATIONS

TO: BOARD OF SELECTMEN  
FINANCE COMMITTEE

DATE: 6/18/18

FROM: Planning Board OFFICER/DEPT HEAD: Beth Faxon  
Zoning Board of Appeals

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 which amended MGL Chapter 44, Section 33B, provides for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Board of Selectmen, with the concurrence of the Finance Committee will 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:

\$ 1,338.07

To be transferred to:

Land Use Prof. Services  
(name & account number of appropriation)

To be transferred from:

Health Insurance  
(name & account number of appropriation)

Balance remaining in appropriation from which transferred: \$ \_\_\_\_\_

The amount requested to be used for the following reasons: legal notices

publication per MGL Ch. 40A

Action by Board of Selectmen

6/19/18  
Date of Meeting

Vote: YES ☒ NO ☐

Transfer voted in the sum: \$ 1,338.07

[Signature]  
Chairman, Board of Selectmen

Action by Finance Committee

\_\_\_\_\_  
Date of Meeting

Vote: YES ☐ NO ☐

Transfer voted in the sum: \$ \_\_\_\_\_

\_\_\_\_\_  
Chairman, Finance Committee

Original to Town Accountant

Copy to Finance Committee, Board of Selectmen, Department/Board or Commission





## REQUEST FOR TRANSFER OF APPROPRIATIONS

TO: BOARD OF SELECTMEN  
FINANCE COMMITTEE

DATE: June 19, 2018

FROM:

OFFICER/DEPT HEAD: James M. Kreidler, Jr.

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:

  X   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: \$5,000.00

To be transferred to: 001-01-515-5300-0000  
Legal Expenses

To be transferred from: 001-09-914-5740-0000  
Health Insurance

Balance remaining in appropriation from which transferred: \$

The amount requested to be used for the following reasons:

Increased costs in legal expenses can be associated with ongoing litigation in regards to housing issues. The budget was increased in FY19. The amount asked to be transferred will be for May & June invoices.

Action by Board of Selectmen

June 19, 2018  
Date of Meeting

Vote: YES ☒ NO ☐

Transfer voted in the sum: \$ 5,000

\_\_\_\_\_  
Chairman, Board of Selectmen

Action by Finance Committee

\_\_\_\_\_  
Date of Meeting

Vote: YES ☐ NO ☐

Transfer voted in the sum: \$ \_\_\_\_\_

\_\_\_\_\_  
Chairman, Finance Committee

Original to Town Accountant

Copy to Finance Committee, Board of Selectmen, Department/Board or Commission



## CONTRACT CHANGE ORDER

Date: 06.15.18  
Project: Townsend Fire Substation  
460 Main Street  
Townsend, MA 01474  
To Contractor: Souliere & Zepka Construction, Inc.  
5 Spring Street  
Adams, MA 01220

Change Order No: 4  
Architect's Project Number: 1623  
Contractor's Project Number: N/A  
Contract Date: 10.03.2017

The Contract is changed as follows:

- ADD: (1) 3/4" conduit to attic at (3) door locations for card access data wiring and (1) 1" conduit from electrical room to attic space.  
• ADD: 1 working day  
\$2,039.98
  - ADD: (2) CAT 6 wires per door location from electrical room to three doors (total of (6) new CAT 6 data drops).  
• ADD: 1 working day  
\$2,254.18
  - ADD: Install remaining low voltage wiring ((5) additional CAT 6 drops and (1) coaxial cable drop).  
• ADD: 1 working day  
\$2,442.03
  - ADD: Copper flashing between water table and ground in lieu of parge coat.  
\$6,100.79
- Total adds: \$12,836.98  
Net Change Order: \$12,836.98
- See attached PCO #07, PCO #08\_revised, and PCO #09 for breakdown of costs.


**Not valid until signed by the Architect, General Contractor, and Owner**

The Original Contract Sum was .....\$1,424,290.00  
Net change by previously authorized Change Orders .....\$44,290.66  
The Contract Sum will be INCREASED by this Change Order in the amount of .....\$12,836.98  
The new Contract Sum including this Change Order will be .....\$1,481,417.64

The Contract Time will be INCREASED by .....3 working days  
The date of Substantial Completion will be .....08.20.2018

  
Architect  
The Galante Architecture Studio, Inc.  
146 Mount Auburn Street  
Cambridge, MA 02138

  
Contractor  
Souliere & Zepka Construction, Inc.  
5 Spring Street  
Adams, MA 01220

  
Owner  
Town of Townsend  
460 Main Street  
Townsend, MA 01474

# SOULIERE & ZEPKA CONSTRUCTION, INC.

## General Contractors

5 SPRING STREET  
ADAMS, MA 01220  
TEL. 413-743-1687  
FAX 413-743-2641

5/31/18

The Galante Architecture Studio  
146 Mount Auburn St.  
Cambridge, MA. 02138

Attn: Jamie Emerson

Re: Townsend Fire Substation  
PCO #07 - Electrical - add conduit

At 3 Door locations, add one 3/4" conduit to attic from each door for card access data wiring. From phone closet to attic space, add one 1" conduit.

|   |                                     |
|---|-------------------------------------|
| Electrical FS                                   | \$1,873.30                          |
| (see attached breakdown -<br>Hub Electric Inc.) |                                     |
| S&Zepka 7.5% O&P on FS                          | <u>\$ 140.50</u>                    |
|   | <u>\$2,013.80</u>                   |
| Bond 1.3%                                       | <u>\$ 26.18</u>                     |
|   | <u>\$2,039.98.....Total PCO #07</u> |

Additional days required for this proposal: 1 working day

Respectfully Submitted,



Michael A. Zepka  
President

**Hub Electric Inc.**  
 10 Draper Street, Unit 19  
 Woburn, Massachusetts 01801  
 Telephone: (781) 938-5200

## Extra Work Order #1

|  |
|--|
| <b>Client Address:</b>   |
| Soullere & Zepka Construction, Inc.<br>5 Spring Street<br>Adams, MA 01220<br>USA |

| Date      | EWO  |
|-----------|------|
| 5/30/2018 | 5461 |

| Project                         |
|---------------------------------|
| Townsend - New Fire Sub Station |

| Description   | Rate   | Qty | Total    |
|---|--------|-----|----------|
| <b>West Townsend Fire Substation</b>  |        |     |          |
| Scope of Work: At 3 door locations, add one 3/4" conduit to attic from each door for card access data wiring.<br>From phone closet to attic space add one, 1" conduit to attic. |        |     |          |
| <b>Labor:</b>   |        |     |          |
| Electrical Labor: 4 hours per conduit run (4 conduit runs)  | 98.00  | 16  | 1,568.00 |
| <b>Materials:</b>   |        |     |          |
| 60' 3/4" EMT @ \$0.44 per foot  | 0.44   | 60  | 26.40    |
| 50' 1" EMT @ \$0.60 per foot  | 0.60   | 50  | 30.00    |
| 10 3/4" EMT couplings @ \$0.24 each   | 0.24   | 10  | 2.40     |
| 2 3/4" EMT connectors @ \$0.24 each   | 0.24   | 2   | 0.48     |
| 5 1" EMT couplings @ \$0.24 each  | 0.24   | 5   | 1.20     |
| 2 1" EMT connectors @ \$0.24 each   | 0.24   | 2   | 0.48     |
| <b>Profit and Overhead 15%</b>  | 244.34 | 1   | 244.34   |

|  |              |                   |
|--|--------------|-------------------|
|  | <b>Total</b> | <b>\$1,873.30</b> |
|--|--------------|-------------------|

All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all collection, including attorney's fees. This estimate may be withdrawn by us if not accepted within 15 days. All terms COD and upon approved credit references.

|                         |                         |      |
|-------------------------|-------------------------|------|
| Authorized<br>Signature | Acceptance<br>Signature | Date |
|-------------------------|-------------------------|------|

# SOULIERE & ZEPKA CONSTRUCTION, INC.

## General Contractors

5 SPRING STREET  
ADAMS, MA 01220  
TEL. 413-743-1687  
FAX 413-743-2641

6/1/18

The Galante Architecture Studio  
146 Mount Auburn St.  
Cambridge, MA. 02138

Attn: Jamie Emerson

Re: Townsend Fire Substation

POO #08 revised - Electrical - Add CAT 6 wiring

Add two CAT 6 wire per door location from phone closet to three doors (total of 6 new CAT 6 data drops).

|   |            |
|---|------------|
| Electrical FS                                   | \$2,070.00 |
| (see attached breakdown -<br>HUB Electric Inc.) |            |

|                          |           |
|--------------------------|-----------|
| S & Zepka 7.5% O&P on FS | \$ 155.25 |
|--------------------------|-----------|

\$2,225.25

|           |          |
|-----------|----------|
| Bond 1.3% | \$ 28.93 |
|-----------|----------|

\$2,254.18.....Total POO #08

Additional days required for this proposal: 1 working day

Respectfully Submitted,



Michael A. Zepka  
President

**Hub Electric Inc.**  
 10 Draper Street, Unit 19  
 Woburn, Massachusetts 01801  
 Telephone: (781) 938-5200

## Extra Work Order #2

|   |
|---|
| <b>Client Address:</b>  |
| Soufere & Zepka Construction, Inc.<br>5 Spring Street<br>Adams, MA 01220<br>USA |

| Date      | EWO  |
|-----------|------|
| 5/30/2018 | 5462 |

|                                 |
|---------------------------------|
| <b>Project</b>                  |
| Townsend - New Fire Sub Station |

| Description   | Rate   | Qty | Total    |
|---|--------|-----|----------|
| West Townsend Fire Substation   |        |     |          |
| Scope of Work: Add 2 CAT 6 wire per door location from phone closet to 3 doors. |        |     |          |
| 6 new CAT 6 data drops @ \$300.00 per data drop                                 | 300.00 | 6   | 1,800.00 |
| Profit and Overhead 15%   | 270.00 | 1   | 270.00   |

|              |                   |
|--------------|-------------------|
| <b>Total</b> | <b>\$2,070.00</b> |
|--------------|-------------------|

All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all collection, including attorney's fees. This estimate may be withdrawn by us if not accepted within 15 days. All terms COD and upon approved credit references.

|                         |                         |      |
|-------------------------|-------------------------|------|
| Authorized<br>Signature | Acceptance<br>Signature | Date |
|-------------------------|-------------------------|------|

# SOULIERE & ZEPKA CONSTRUCTION, INC.

## General Contractors

5 SPRING STREET  
ADAMS, MA 01220  
TEL. 413-743-1687  
FAX 413-743-2641

6/7/18

The Galante Architecture Studio  
146 Mount Auburn St.  
Cambridge, MA. 02138

Attn: Jamie Emerson

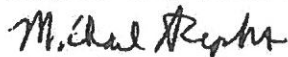
Re: Townsend Fire Substation  
PCO #09 - Electrical - Additional CAT 6 wiring

Install 5 additional CAT 6 data drops and 1 coaxial cable.

|   |                              |
|---|------------------------------|
| Electrical FS                                   | \$2,242.50                   |
| (see attached breakdown -<br>HUB Electric Inc.) |                              |
| S & Zepka 7.5% O&P on FS                        | \$ 168.19                    |
|   | \$2,410.69                   |
| Bond 1.3%                                       | \$ 31.34                     |
|   | \$2,442.03.....Total PCO #09 |

Additional days required for this proposal: 1 working day

Respectfully Submitted,



Michael A. Zepka  
President

**Hub Electric Inc.**  
 10 Draper Street, Unit 19  
 Woburn, Massachusetts 01801  
 Telephone: (781) 938-5200

**Extra Work Order**  
**#3**

**Client Address:**

Souliere & Zepka Construction, Inc.  
 5 Spring Street  
 Adams, MA 01220  
 USA

Date

EWO

6/6/2018

5463

**Project**

Townsend - New Fire Sub Station

| Description  | Rate   | Qty | Total    |
|--|--------|-----|----------|
| <b>West Townsend Fire Substation</b>                           |        |     |          |
| Scope of Work: Install 5 CAT #6 data drops and 1 coaxial cable |        |     |          |
| 5 New CAT 6 data drops @ \$325.00 per data drop                | 325.00 | 5   | 1,625.00 |
| 1 New Coaxial Drop   | 325.00 | 1   | 325.00   |
| Profit and Overhead 15%  | 292.50 | 1   | 292.50   |

**Total**

\$2,242.50

All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all collection, including attorney's fees. This estimate may be withdrawn by us if not accepted with in 15 days. All terms COD and upon approved credit references.

Authorized  
Signature

Acceptance  
Signature

Date

# SOULIERE & ZEPKA CONSTRUCTION, INC.

## General Contractors

5 SPRING STREET  
ADAMS, MA 01220  
TEL. 413-743-1687  
FAX 413-743-2641

6/11/18

The Galante Architecture Studio  
146 Mount Auburn St.  
Cambridge, MA. 02138

Attn: Jamie Emerson

Re: Townsend Fire Substation  
PCO #011 - Copper Flashing

Provide 16"H copper flashing in lieu of stucco finish below water table board at building.

### Option #1: 1/32 copper

Souliere & Zepka Const.

#### Material:

|                                   |  |
|-----------------------------------|--|
| 6 sheets 1/32 copper (48" x 120") | \$2,637.00                             |
| cut into 16" strips               | \$ 200.00                              |
| lock seam                         | \$2,837.00                             |
| 10% O&P                           | \$ 288.70                              |
|                                   | \$3,120.70                             |
| Bond 1.3%                         | \$ 40.57                               |
|                                   | \$3,161.27....Total PCO #011 Option #1 |

### Option #2: 1/16 copper

Souliere & Zepka Const.

#### Material:

|                                   |  |
|-----------------------------------|--|
| 6 sheets 1/16 copper (48" x 120") | \$5,275.00                             |
| cut into 16" strips               | \$ 200.00                              |
| lock seam                         | \$5,475.00                             |
| 10% O&P                           | \$ 547.50                              |
|                                   | \$6,022.50                             |
| Bond 1.3%                         | \$ 78.29                               |
|                                   | \$6,100.79....Total PCO #011 Option #2 |

Additional days required for this proposal: TBD

Respectfully Submitted,



Michael A. Zepka  
President

**Amanda Zepka**

---

**From:** gary galvagni <garyismetals@gmail.com>  
**Sent:** Wednesday, May 16, 2018 9:41 AM  
**To:** Amanda Zepka  
**Subject:** COPPER SHEETING

here is the price for your father

6 sheets 1/32 copper 48 x 120 cut to 16 inch strips. \$2,637.00

6 sheets 1/16 copper 48 x 120 cut to 16 inch strips. \$5,275.00

ouch





# TOWNSEND FIRE-EMS DE

*Proudly serving the citizens of Townsends*

PO Box 530 – 13 Elm St.  
Townsends, MA 01469

4.8

Mark R. Boynton  
Chief of Department

Headquarters: 978-597-8150

Fax: 978-500-5786

**To:** James Kreidler Jr. Town Administrator  
**From:** Mark R. Boynton, Fire-EMS Chief *MRB*  
**Subject:** West Townsends Fire Station Change order #4  
**Date:** June 15, 2018

On behalf of the Fire Station Building Committee we request your approval on the attached change order.

The attached contract change order reflects three changes with increased cost totaling \$12,836.98 and extending the completion date by 3 working days. Funding is available within the contingency fund that has a current balance of \$80,160.34

- Add conduit for wiring to 3 door locations for the future installation of card access system not included in this project. A vendor has been contracted by the Fire-EMS Department to install card access matching the central station. Funding for this system will come from the Fire-EMS Department current operating budget and cost \$7,277.61.
- Pull CAT6 data wire to three door locations for future installation of card access system not included in this project.
- Pull low voltage telephone and cable TV wire to 6 location in the new building. Wire was not included in the original spec. This is typically done by the building owners IT Department. Since we have a part-time IT person working 4 hours a week on Fridays having the wired pulled will save time getting computers and telephone up and running after the building is completed.
- Change flashing between the ground and the building siding from Stucco to Copper. All agree the Stucco will be susceptible to damage from snow removal and lawn care creating long term maintenance issues. Changing to a 1/16 copper identical to the central station will prevent this issue and eliminate long term maintenance.



29-0354-05

June 8, 2018

Mr. Paul Rafuse, Superintendent  
Townsend Water Department  
540 Main Street  
West Townsend, MA 01474

Re: **Proposal for Engineering Services  
Main Street Water Main Replacement**

Dear Mr. Rafuse:

At the request of the Town of Townsend Water Department, Tighe & Bond has prepared this proposal to provide design, permitting, and bidding services for the replacement of approximately 3,100 linear feet of water main along a portion of Main Street.

## Project Understanding

Rusty water has been observed along the western portion of Main Street (Route 119) since April 2017 following an ice pigging event. Since that time, the hydrant located at the western portion of Main Street just before West Meadow Road has been continuously flushing at a low flow of approximately 6 gallons per minute (gpm) to keep the water clear. During the weekend of July 29, 2017, the Townsend Water Department received several calls from residents regarding rusty water observed along Main Street. On Sunday July 30, 2017, the hydrant was flushed at a higher flow to clear the water. In an effort to clear the water and stop continual flushing of the hydrant, the replacement of approximately 3,100 linear feet of water main is proposed.

## Project Description

Tighe & Bond will provide design, permitting, and bidding services to abandon in-place approximately 3,100 feet of existing water main and replace with approximately 900 feet of new 12-inch diameter ductile iron water main on Main Street (Route 119) from the existing pump station to the intersection of Main Street and West Meadow Road and approximately 2,200 feet of new 8-inch diameter ductile iron water main from the intersection of Main Street and West Meadow Road to the intersection of Main Street and Wheeler Road. Main Street is Route 119, which is a MassDOT controlled state road. MassDOT Access permits will be required for soil borings and for the water main construction.

A portion of the existing water main crosses beneath a perennial stream, Pearl Hill Brook. Directional drilling will be performed in this area and therefore, the project will not result in direct impacts to wetlands or Waters of the United States. However, the proposed work will take place within areas subject to protection and jurisdiction under the Town of Townsend Wetlands Bylaw (Chapter 138) and Regulations (Chapter 150) and the Massachusetts Wetlands Protection Act (M.G.L. Chapter 131 § 40), both of which are administered by the Town of Townsend Conservation Commission.

While the installation of underground utilities (e.g. electric, gas, water) within existing paved or unpaved roadways and private roadways/driveways, provided that all work is conducted in the roadway or driveway and that all trenches are closed at the completion of each workday is considered a "minor activity in Buffer Zone" per 310 CMR 10.02(2)(b)(2)(I) and does not require the filing of a Notice of Intent (NOI), Request for Determination of Applicability (RDA), or any other application with the municipal Conservation Commission, the Town's Wetlands Bylaws do not afford these same exemptions.

## **Scope of Services**

The following Scope of Services was developed based on our understanding of the project.

### **Task 1 – Preliminary Design Phase**

- 1.1 **Topographical Survey and Mapping** – Tighe & Bond will hire a licensed survey sub-consultant to perform a topographical survey for the proposed 3,100 linear feet of new water main. The topographic survey will include vertical and horizontal control points, contour elevations, curb lines, edges of pavement, driveway locations, existing utilities and structures, brooks/streams, edge of woods, wetlands, and established property lines, as applicable. A base map will be prepared to document the surveyed area at a scale of 1" = 20'. To the extent possible from visual observations and available record plans, surface and subsurface features will be located on the base plan. The vertical datum will be NGVD 1988.
- 1.2 **Site Walk** – Tighe & Bond will walk the proposed water main route to observe the conditions and to evaluate design considerations.
- 1.3 **Wetland Delineation** – Tighe & Bond wetland scientists will delineate wetland resource areas within approximately 200 feet of the proposed limits of work (when said areas fall within Town-owned land and/or the roadway right-of-way) in accordance with local, state and federal guidelines.
- 1.4 **Soil Borings** – Tighe & Bond will provide engineering services required to obtain soil borings. Tighe & Bond will subcontract with a geotechnical drilling firm to retain geotechnical test borings advanced with a hollow-stem auger to depths of 8 feet below ground surface along the water main route. Split-spoon sampling and Standard Penetration Tests (SPTs) will be conducted at a maximum of 5-foot intervals. One day of geotechnical test borings is proposed.
  - a. Proposed boring locations will be marked in the field and the geotechnical drilling firm will call Dig-Safe at least 72-hours prior to advancement of borings.
  - b. Tighe & Bond will prepare and submit a Request for Determination of Applicability (RDA) under Chapters 138 and 150 for the advancement of exploratory soil borings within areas subject to protection and jurisdiction under the Town's Wetlands Bylaw. The Bylaw and Regulations do not exempt soil borings. Tighe & Bond will attend one (1) site visit and one (1) public meeting to discuss the RDA with the Townsend Conservation Commission.
  - c. A Tighe & Bond geologist or engineer/technician will provide observation of the test borings and will prepare boring logs to document soil stratigraphy and subsurface conditions.
  - d. Soil and groundwater conditions will be evaluated for potential pipeline design and construction impacts, such as suitability of bearing soils for pipe bedding, construction dewatering, rock excavation, etc.

### **Task 2 – Final Design Phase**

- 2.1 **Design Kickoff Meeting** - A project meeting will be held to review the base mapping and existing conditions and discuss project details and water main alignment.

- 2.2 **75% Design Development** - Drawings – Tighe & Bond will prepare design plans at a 1"=40' scale. The plans shall be in the 22" x 34" sheet format and will include sections, details, etc. suitable to obtain competitive, public bids of the Project under MGL Chapter 30. It is anticipated that approximately 10 design drawings shall be developed for this task including the following plan types:
- Cover
  - Legend and Notes
  - Water Main Plans (Multiple Sheets)
  - Construction Details (Multiple Sheets)
  - Traffic Control Plan (Multiple Sheets)
- 2.3 **Specifications** – Tighe & Bond will prepare front end and technical specifications. The technical specifications shall conform to applicable Owner, AWWA, and Massachusetts Department of Environmental Protection (MassDEP) standards.
- 2.4 **Opinion of Probable Construction Cost (OPC)** – Tighe & Bond will develop an opinion of probable construction costs estimate.
- 2.5 **Submittal** – Tighe & Bond will provide two hard copies of the plans, specifications and OPC for Water Department review.
- 2.6 **75% Design Meeting** – Tighe & Bond will meet with the Water Department to review the 75% Design Documents and address any comments.

### **Task 3 - Permitting**

- 3.1 **Conservation Commission – Chapter 138/150 and MAWPA** – Tighe & Bond will prepare a RDA under the Town's Wetlands Bylaw and MAWPA confirming that the water main replacement activities within the limits of the paved roadway are exempt, and that those portions of work that fall outside the paved footprint of the roadway do not require the filing of a Notice of Intent (NOI) under Chapter 138/150, which does not carry the same exemptions for work in Buffer Zone (and Riverfront Area) as the MAWPA. We will attend one (1) site visit and one (1) public meeting with the Townsend Conservation Commission to discuss the project.
- 3.2 **MassDOT Access Permit for Soil Borings** – Tighe & Bond will prepare MassDOT Permit application required for construction activities within roadways under the Massachusetts Department of Transportation (MassDOT) jurisdiction.
- 3.3 **MassDOT Access Permit for Construction** – Tighe & Bond will prepare MassDOT Permit application required for construction activities within roadways under the Massachusetts Department of Transportation (MassDOT) jurisdiction.

### **Task 4 – Bidding Services**

- 4.1 **Bid Document Development** – Tighe & Bond will address Water Department and MassDOT comments in preparation of the Bid Documents. We will provide two hard copies of the final stamped plans and project manual.
- 4.2 **Advertisement** – Tighe & Bond will assist the Water Department in advertising the project for public bidding in the Central Register. Tighe & Bond will prepare a Bid Advertisement for the Water Department to place in a local newspaper. Tighe & Bond will provide electronic bid documents for distribution to prospective bidders on our "Projects Out to Bid" website.

- 4.3 **Questions and Addenda** – Tighe & Bond will respond to questions and/or requests for information from prospective bidders and prepare addenda as required.
- 4.4 **Bid Opening** – Tighe & Bond will attend the bid opening for the general contractors on the project. We will assist the Water Department with opening of the bids received and recording the results.
- 4.5 **Bid Review and Recommendation** – Tighe & Bond will review all bids received and conduct reference checks on the apparent low bidder(s). Tighe & Bond will provide the Water Department with a letter recommending award to the lowest responsible and eligible bidder.

## Engineering Fee

Tighe & Bond will perform the above listed services for a lump sum fee of **\$80,800.00** invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

For information purposes, the following fee summary provides the anticipated break out of the project. The summary is presented to provide the Town with a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not the individual line items.

### Engineering Fee Summary

| <u>Tasks</u>     | <u>Description</u>       | <u>Budget</u>   |
|------------------|--------------------------|-----------------|
| 1                | Preliminary Design Phase | \$23,500        |
| 2                | Final Design Phase       | \$39,500        |
| 3                | Permitting               | \$12,000        |
| 4                | Bidding Services         | \$5,800         |
| <b>TOTAL FEE</b> |                          | <b>\$80,800</b> |

## Excluded Services

The following services have not been included in this proposal. If the Water Department requests any of these services to be provided, we will modify our proposal accordingly.

- Notice of Intent submission to the Conservation Commission
- Advertising fees
- Construction Services (proposal for services to be provided after bidding)
- Payment for any police details during the design or borings phase. If required, Police details will be scheduled and billed directly to the Water Department.

## Schedule

Tighe & Bond is prepared to begin work immediately on this project. We will complete the services listed in Task 1 and Task 2 within eight weeks from authorization to proceed. We will proceed with the bidding services phase upon authorization of the Water Department.

If this proposal is acceptable, please sign below and return one signed copy to our office. If you have any questions or require any additional information, please contact either me or Lou Soracco at our office.

Very truly yours,

**Tighe & Bond, Inc.**



Thomas J. Mahanna, P.E.  
Vice President  
Tel: 508.471.9607  
Cell: 978.846.0675  
e: [tjmahanna@tighebond.com](mailto:tjmahanna@tighebond.com)



Louis A. Soracco, P.E.  
Project Manager  
Tel: 508.304.6358  
Cell: 978.501.4911  
e: [lasoracco@tighebond.com](mailto:lasoracco@tighebond.com)

Enclosure: Terms and Conditions

### **Acceptance:**

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

  
Authorized Representative

6/12/2018  
Date

### **Board of Selectmen:**

\_\_\_\_\_  
Sue Lisio, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cindy King, Vice Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wayne Miller, Clerk

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

**2.2** This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

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

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

**3.1** In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

#### **4. TERMINATION**

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

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

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

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

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

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

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

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

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

## 7. INSURANCE

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

**7.2** Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

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

## 8. INDEMNIFICATION AND DISPUTE RESOLUTION

**8.1** ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

**8.2** CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

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

**8.4** In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

## 9. SITE ACCESS

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

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

## 10. OIL AND HAZARDOUS MATERIALS

**10.1** If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

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

## 11. SUBSURFACE INVESTIGATIONS

**11.1** In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

## 12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

**12.1** For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate ENGINEER for time spent preparing for and complying with an

agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

### 13. CLIENT'S RESPONSIBILITIES

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

**13.2** CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

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

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

### 15. CONSTRUCTION PHASE PROVISIONS

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

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

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

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

**15.4** Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

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

### 16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

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

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

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

## Carolyn Smart

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**From:** Select <sml412@comcast.net>  
**Sent:** Monday, June 11, 2018 2:12 PM  
**To:** Mark Boynton  
**Cc:** csmart@townsend.ma.us  
**Subject:** Re: Volunteer for West Townsend Fire Station Plaque

Carolyn,  
Please see below. Can we get this on the next regular agenda please?

Mark,  
It's not Alisa. It's her mother Alice. ☺  
Thank you,  
Sue

On Jun 11, 2018, at 9:22 AM, Mark Boynton <mboynton@townsendpd.org> wrote:

Thank you Sue

Three years ago (unless the date is wrong on the attached memo) the Fire Station Committee recommended a committee be formed to address this. Two or three granite slabs from the foundation of the girls school have been set aside for a monument of some sort.

Unfortunately the Fire Station Committee does not have time to work on this nor do they have the authority. If the select board could revisit this and appoint a committee it would be greatly appreciated. Alica would make an excellent chair of the committee. The last time we met with the Historic Commission I encouraged the commission to take on this task. If the monument is outside their authority I encouraged the members to volunteer to be on the committee.

Respectfully

Chief  
Boynton

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**From:** Sue412 Selectman Account Lisio [<mailto:sml412@comcast.net>]  
**Sent:** Monday, June 11, 2018 8:52 AM  
**To:** Mark Boynton <mboynton@townsendpd.org>  
**Cc:** [harborgal88@gmail.com](mailto:harborgal88@gmail.com); Kreidler, Jim <jkreibler@townsend.ma.us>; Carolyn Smart <csmart@townsend.ma.us>  
**Subject:** Volunteer for West Townsend Fire Station Plaque

Hello Chief,

Just facilitating some communication here :)

Alice Struthers let me know that she would like to volunteer to help design the commemorative plaque for the West Townsend Fire Station. She has done some research into the history of the building, something she's really good at, and would like to help.

I'm copying her on this email so you both have each other's contact information.

Carolyn, if Alice needs a volunteer form could you please send her the link or one to fill out please?

Thank you both!

Sue

<Monument committee Recommendation.doc>



Virus-free. [www.avg.com](http://www.avg.com)

4.5

**PUBLIC NOTICE OF VACANCY**

In accordance with Section 7-10 of the Townsend Charter requiring a ten (10) day posting, the following vacancy is posted:

**GIRLS' SCHOOL COMMEMORATION COMMITTEE**

By vote of the Board of Selectmen there is hereby established a Girls' School Commemoration Committee. The Committee shall develop an appropriate means for memorializing the former Girls' School at 458 Main Street, West Townsend. The Committee shall be comprised of five (5) members.

Individuals interested in serving should forward a Volunteer Response Form to the Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469. Forms are available at Town Hall or at online

[http://www.townsend.ma.us/Pages/TownsendMA\\_Selectmen/volunteer.pdf](http://www.townsend.ma.us/Pages/TownsendMA_Selectmen/volunteer.pdf)



The Townsend Community Couples Club will host the lawn party at the Townsend Military Band's Thursday, June 21st, concert on the Townsend Common. Proceeds from the lawn party will be used to fund the Couples Club sponsorship of a Sunday opening of the Townsend Library, new "Welcome to Townsend" signs, and guide markers for nature trails as well as supporting other worthwhile community projects.

Couples Club members will cook hamburgers, cheeseburgers, hot dogs, and sausages with peppers and onions to sell to those attending the concert. Fried dough, hot coffee, and cold soda and bottled water will be available for purchase.

A wide selection of home baked goods and plants will be offered for sale.

Children attending the concert may win prizes by playing a variety of games set up on the Common that evening for their enjoyment including paper rocket launchers, basketball, ladder ball, and the lollipop tree.

The Townsend Military Band will open its concert at 7:30 p.m. by playing Bidgood's "Sons of the Brave" and "Victory at Sea" arranged by Bennett. Brown's arrangement of "Music from Disney's Enchanted", "The Chimes of Liberty March" by Goldman, and Neeck's "Concert from Drumset and Band" will be performed. Bennett's arrangement of "The Sound of Music" and Wagner's "Under the Double Eagle March" will be included in the first portion of the program.

Following intermission Fucik's "Thunder and Blazes March" and "Orpheus in the Underworld" by Offenbach will be played. Custer's arrangement of the "Irving Berlin Salute" and Alford's "Voice of Guns March" will be performed before the Townsend Military Band concludes its concert at 9:30 by playing the "Star Spangled Banner".





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

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 19<sup>th</sup> but like the 1<sup>st</sup> & 3<sup>rd</sup> Tuesday. Other discussion included having business conducted on the first Tuesday and work sessions on the 3<sup>rd</sup> Tuesday.

The Board agreed to not meet on June 26<sup>th</sup> & 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 \_\_\_\_\_ 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

MEETING MINUTES FOR MAY 24, 2018 7:30P.M.  
SELECTMEN'S CHAMBERS, TOWN HALL - 272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
  - 1.1 SL called the meeting to order.  
Roll call vote 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 SL announced the meeting is being tape recorded. SL queried the audience members if anyone else would be taping.
  - 1.4 There were no Chairman's additions or deletions.
- II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:
  - 2.1 7:30P.M. Public Discussion in conjunction with Keith Turgeon of the Ashby Townsend Youth Baseball Association, RE: Craven Field.

The Board met with Mr. Turgeon of the Ashby Townsend Baseball Association.  
The Board reviewed the memorandum submitted by Mr. Turgeon - (please see attached).

Dog issue - Mr. Kreidler read from the legal opinion into the record - (please see attached).

Mr. Turgeon stated the organization is interested in obtaining a license as outlined in Town Counsel's opinion. Mr. Turgeon has spoken with residents and changed the associations' requests. Mr. Turgeon read his memorandum into the record - (please see attached).

Mr. Craven inquired as to the removal of the trees and requested the town pay for the removal. Mr. Kreidler stated there would be a procurement process that would need to be done for the removal of the trees as it is town owned.

Three issues identified in the letter:

1. Dogs, clarification it is only in the fenced in area.
2. Tree Removal, TAYSA will pay for removal.
3. Willing to take full responsibility for all maintenance of the field and willing to schedule other events for residents with a signed agreement.

CK voiced concerned with the trees being a liability and issues with movie night being a different expectation than baseball games prior to evening.

Neighbors voiced concerned with trespassing issues, security and property damage along with concerns about removing trees. Additional issues voiced by residents included: playground, residents use, expectations, scheduling of events, parking area and space for such. WM voiced concern with parking lot and clear cutting of any trees while pointing out the town does not currently spend any money to maintain any of the fields. The Board discussed different options for issuing a license to TAYBA and a scheduling calendar online for residents to view.

SL would like Mr. Turgeon to work out the issues directly with the abutters/residents. SL stated she would agree limited license for one year until all the issues can be worked out.

Mr. Kreidler will draft a license agreement for the Board to review and to work with setting up a meeting with Mr. Hanks and Mr. Turgeon to review and tag trees.

### III. ADJOURNMENT:

Respectfully submitted by,

Carolyn Smart, Executive Assistant

*Voted to approve the meeting minutes for the meeting of May 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  
James M. Kreidler, Jr.,  
Town Administrator

Cindy King, Vice-Chairman

Wayne Miller, Clerk  
(978) 597-1701

MEETING MINUTES FOR MAY 29, 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 taken showed 2 members present: Chairman Sue Lisio (SL), Vice-Chair Cindy King (CK)

Mr. Kreidler announced, Clerk Wayne Miller would be participating remotely and called him. Mr. Kreidler asked WM if he could hear his fellow Board members to which he responded he could. Both SL & CK confirmed they could hear WM as well.

1.2 Pledge of Allegiance

1.3 SL announced the meeting is being tape recorded, there were no audience members present.

1.4 There were no Chairman's additions or deletions.

2. BOARD WORK SESSION - VOTES MAY BE TAKEN

2.1 Board Goal and Objective Setting Meeting.

The Board reviewed a summary goals/objective spreadsheet Mr. Kreidler presented - (please see attached). Mr. Kreidler explained he used in a previous community with success.

The Board members outlined their goals as follows:

Wayne Miller: Would like road survey updated so that a plan can be developed for both financing and repaving.

WM would like the Personnel Policies updated and to define what employees they apply to.

Cindy King: Agreed road survey is important but need plan to implement to include a complete management and finance plan.

CK - would like to fill existing vacancies within the town government.

CK - would like a revised plan for IT, due to limited funding from the IT grant and article funding, she would like to see a scope of the work to be implemented with the funds. Mr. Kreidler relayed to the Board, Bassem Awad was working on a new scope with the funding that has been approved.

CK - Would like the public access studio plan and how it would be accomplished.  
CK - Concerned with opioid death and overdoses would like to discuss the possibility of having a Human Services Director to help manage the growing issue and the aging population and disability issues.

WM - consideration to hiring a part time grant writer should be discussed.  
Sue Lisio -concerned with condition of roads and would like a financial plan as to how to fund road improvements.  
SL - capital asset reporting with a robust view for the cost of maintenance of all buildings.  
SL - Finance team and data, would like an extractable program for data and to look at getting all the modules for the Accounting/Treasurer software.  
SL - support for volunteers and how to recruit more volunteers to help with the Town's needs. Possible campaign to solicit volunteers. Mr. Kreidler suggested a volunteer fair. WM suggested an informational night.  
SL - regionalization opportunities  
SL - using the website as the primary posting board and improving the accessibility of the website.

The Board would like an update on the recreational marijuana bylaw the Planning Board is currently working on.

SL summarized the goals:

- Road survey and finance plan
- Personnel policy review with incorporation of language into all contracts
- Cable system extension and public access corporation.

Mr. Kreidler to draft the summarization and submit at the next meeting. WM suggested a management software. SL suggested Mr. Kreidler also put his goals on the summary sheet.

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

### 3 ADJOURNMENT

CK moved to adjourn the meeting at 6:55P.M. WM seconded. Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

*Voted to approve the meeting minutes for the meeting of May 29, 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

MEETING MINUTES FOR JUNE 5, 2018 6:00 P.M.  
SELECTMEN'S CHAMBERS, TOWN HALL - 272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
  - 1.1 SL explained the Board recessed from a previous Executive Session. SL called the Board back to order.  
Present was Chairman, Sue Lisio (SL) and Clerk, Wayne Miller (WM) - Absent was Vice-Chairman, Cindy King (CK).
  - 1.2 Pledge of Allegiance
  - 1.3 SL announced the meeting is being tape recorded noting it was not live due to some issues with Comcast. SL queried if any audience members would be recording.
  - 1.4 SL deleted 2.2 and added 3 items under 4.3: Comcast Public Access, Recycling Policy, and Unregistered motor vehicle complaint
- II. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN:
  - 2.1 WM moved to appoint Karen Clement to the 300<sup>th</sup> Anniversary Committee effective June 5, 2018. SL seconded. Unanimous vote.
- III. MEETING BUSINESS - VOTES MAY BE TAKEN:
  - 3.1 Review/Approve change order #3 for the West Townsend Fire Station in the amount of \$23,542.66.  
The Board reviewed the change order (please see attached). WM moved to approve change order #3 for the West Townsend Fire Station in the amount of \$23,542.66. SL seconded. Unanimous vote.
  - 3.2 Declare surplus AV Equipment as determined to have no value.  
The Board reviewed the request to include pictures of equipment (please see attached)  
WM moved to declare AV Equipment surplus and determined to have no value. SL seconded. Unanimous vote.
  - 3.3 Review/Approve a three contract with G.W. Shaw & Son, Inc for municipal solid waste and recycling material collection and disposal.  
The Board reviewed the contract - (please see attached)  
WM moved to approve and sign the three year contract with G.W. Shaw & Son, Inc for municipal solid waste and recycling material collection and disposal. SL seconded. Unanimous vote.
  - 3.4 WM moved to approve and sign a Road Opening Permit for 182 South Row Road. SL seconded. Unanimous vote.

- 3.5 Review/Approve/Sign authorization for Charter Cable to provide cable services for the location 168 Haynes Road.

It was noted the authorization had not be received prior to the meeting. Mr. Kreidler explained the resident was able to get cable services from Charter, however, Charter serves Peppperell and authorization would to be sought by the Selectmen.

WM moved to review, approve and sign authorization by the Chair for Charter cable to provide cable services for the location 168 Haynes Road. SL seconded. Unanimous vote.

- 3.6 Discuss role of liaison for Selectmen assignments.

The Board reviewed the language as drafted by Mr. Kreidler (please see attached). SL stated she has some amendments and would forward to Mr. Kreidler. SL stated she wanted it to be clear a liaison cannot speak for the entire Board. SL would like this inserted into operating polices for discussion at the policy work session.

- 3.7 Discussion, RE: define process to review Town Counsel RFP responses.

The Board agreed it would be beneficial to interview the applicants that submitted responses. SL stated she would like to have questions prepared prior to the interviews. SL agreed interviews should be conducted, would like all four at the same meeting for apx 40 minutes each.

- 3.8 Review/Approve Municipal Relief Transfers:

3.8.1 Medicare

3.8.2 Support Staff

The Board reviewed the attached transfers (please see attached). Mr. Kreidler informed the SL he did forward her spreadsheet to the Town Accountant for updating as transfers are approved. WM moved to transfer 8,000.00 to medicare transferred from short term interest. SL seconded. Unanimous vote. WM moved to transfer 1,250.05 to support staff transferred from health insurance. SL seconded. Unanimous vote. SL asked "to & from" on the form be changed.

VI. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 Town Administrator updates and reports.

Review Draft Goals & Objectives

Mr. Kreidler presented the Board with the draft spreadsheet (please see attached).

The Board reviewed and discussion included: Drug enforcement plan, deliverable dates, and specific actions. Mr. Kreidler offered to color code.

WM inquired as to the status of contract with TAYSA. Mr. Kreidler stated he would be meeting them at Craven Field for further review.

- 4.2 Board of Selectmen announcements, updates, and reports.

Sue Lisio- SL stated she would like to keep the first meeting of the month for business and second meeting work session. SL asked Mr. Kreidler to talk with the Departments so they're aware. Mr. Kreidler to discuss at a Department Head meeting next week. SL stated she would like to the month of July off with the exception of the meeting of July 10, 2018 to approve the borrowing.  
Status of IT grant and pathway forward. Mr. Kreidler explained the town was awarded \$49,000 for the compac grant. The Board agreed to have the Town Administrator reach out to the vendor that performed the scope to see what the priorities would be for the amount of award issued. SL stated the consultant wrote the scope and she would like to hear what they would choose.

Board and Employee Reception

The Board would like to have a gathering so they could meet all the employees and board members. Mr. Kreidler to schedule for a Tuesday evening and close town hall for 2 hours.

Wayne Miller – June 7, 2018 Band Concert Announcement

WM read the announcement into the record (please see attached).

Signatures for year book, time capsule for the 300<sup>th</sup> Anniversary.

WM read an email into the record regarding the time capsule (please see attached).

4.3 Board Mail and Correspondence

Email regarding Channel 9 (please see attached) – concerning Channel 9 not working is being addressed by Mr. Pleshew and Comcast, noting a fiber optic cable was identified as malfunctioning.

Email regarding Recycling Policy – the Board agreed to use the policy attached to the email (please see attached). Policy will be addressed on the next agenda.

Email regarding Unregistered Vehicle. The Board agreed to send a letter certified asking the resident to provide copies of the registrations and to give a timeline of 10 days. If no response is received, SL will visit property with the Police Chief for further review.

SL stated if other complaints are received the Board will use the same procedure.

4.4 There were no meeting minutes to approve.

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

V. ADJOURNMENT:

WM moved to adjourn at 7:03P.M. SL seconded. Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant

*Voted to approve the meeting minutes for the meeting of June 1, 2018, by the Board of Selectmen this \_\_\_\_\_day of \_\_\_\_\_, 2018.*



## **Volunteer Positions/Openings**

300<sup>th</sup> Anniversary Committee

American Flag Committee

Capital Planning Committee

Charter Review Committee

Community Development Strategy Committee

Disability Commission

Girls School Commemorative Committee

Industrial Development Commission

Strategic Planning Committee

Town Properties Committee

Zoning Board of Appeals

## **Positions Open**

Land Use Coordinator - (advertised Lowell Sun and MMA website - no applicants)

Highway: Truck Driver, Laborer, and Admin Assist - (Highway Super has all resumes, interviews set up for June 21<sup>st</sup> with Town Administrator and Highway Super)

Part Time Records Clerk (s) - to replace current greeters (Police are accepting resumes)

HR (to be decided if employee or consultant)

IT Assistant (job description and classification to be done)

5.1.2



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Free-form Document *Jobs & Postings* has been updated.

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## Jobs & Postings

**COMMITTEE OPENINGS:**

The Town has numerous opportunities for individuals interested in serving on a board or committee. Individuals interested in serving should submit a Volunteer Response Form to the Board of Selectmen.

**JOB OPENINGS:** (Employment Application)

- Land Use Coordinator
- Police Officer (Job description can be found under Police Dept)
- Truck Driver/Laborer - Highway Department
- Department Assistant - Highway
- Part Time Records Clerk (s)

**PROCUREMENT: (BIDS, RFP, RFQ)**

- Road Materials IFB

**BOARD/COMMITTEE OPENINGS:**

- 300th Anniverary Committee
- Captial Planning Committee
- Charter Review Committee
- American Flag Committee
- Girls' School Commemorative Committee

Town of Townsend, 272 Main Street, Townsend, MA 01469

Telephone (978) 597-1700 | Fax (978) 597-6135

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## **PUBLIC NOTICE OF VACANCY**

In accordance with Section 7-10 of the Townsend Charter requiring a ten (10) day posting, the following vacancy is posted:

### **COMMUNITY DEVELOPMENT STRATEGY COMMITTEE**

By vote of the Board of Selectmen there is hereby established a Community Development Strategy Committee. The Committee shall be comprised of nine (9) members to include:

- 1 Select Board Representative
- 1 Planning Board Representative
- 1 Housing Representative
- 1 Board of Health Representative
- 1 Land Use Representative
- 1 Townsend Business Representative
- 1 Citizen Representative from each of the villages of West Townsend, Townsend Harbor, and Townsend Center

Individuals interested in serving should forward a Volunteer Response Form to the Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469. Forms are available at Town Hall or at online

[http://www.townsend.ma.us/Pages/TownsendMA\\_Selectmen/volunteer.pdf](http://www.townsend.ma.us/Pages/TownsendMA_Selectmen/volunteer.pdf)

August 16, 2016



## Chapter 110. Strategic Planning Committee

[HISTORY: Adopted by the Annual Town Meeting of the Town of Townsend 5-1-2001 by Art. 34. Amendments noted where applicable.]

### **GENERAL REFERENCES**

Capital Planning Committee — See Ch. 14.

### **§ 110-1. Creation; duties; meetings.**

A Strategic Planning Committee is created consisting of the members of the Capital Planning Committee and Master Plan Committee who shall make recommendations for long-range capital planning and implementation of the policies and proposals of the Master Plan, review the policies and proposals of the Master Plan, and submit an annual report of the progress of the Town toward its goals and the Committee's recommendations for modifications or additions to the Master Plan. The Strategic Planning Committee shall meet at least once per month.



## Chapter 127. Town Properties Committee

[HISTORY: Adopted by the Annual Town Meeting of the Town of Townsend 4-29-1997] ATM by Art. 20. Amendments noted where applicable.]

### § 127-1. Basic charge.

The Board of Selectmen shall annually appoint a seven-member committee to be known as the Town Properties Committee (TPC) charged with assisting the Board of Selectmen with maintenance, acquisition and sales of all Town-owned properties.

### § 127-2. Membership and appointment.

[Amended 5-4-1999 ATM by Art. 25]

The seven-member Town Properties Committee (TPC) shall be appointed by the Board of Selectmen. The Board of Selectmen shall first appoint the five members as follows: one member of the Planning Board, one member of the Finance Committee, one member of the Board of Assessors, one member of the Conservation Commission and one member of the Highway Department. If a member of any board, committee, commission or department declines an appointment, then the Board of Selectmen may substitute a member from the public-at-large. In making such substitution, the Board shall consider the recommendation of the respective board, committee, commission or department declining the appointment. The remaining two members shall appointed from the public-at-large. All members of the TPC shall be annually appointed or reappointed at the Board of Selectmen's first scheduled meeting in March.

### § 127-3. Property inventory.

The Board will maintain a standing inventory list of Town-owned real estate and personal property. Such inventory will be annually updated with each Town department notifying the Committee of newly acquired and recently disposed of property. The Committee will annually furnish the Town Accountant with an updated inventory listing.

### § 127-4. Property maintenance proposal and budget.

The TPC will prepare for the Board of Selectmen an annual property maintenance proposal and a proposed budget.

### § 127-5. Property acquisitions and sales.

TPC is charged with assisting the Board of Selectmen in reviewing all proposals for the acquisition or sale of real estate. Within 90 days after receiving written notification by the Board of Selectmen of a proposal to acquire or sell real estate, the TPC will report back to the Selectmen with a report containing recommendations as follows:

- A. The property's strategic value to the Town;
- B. The findings of any appraisals prepared to determine the property's worth;
- C. Findings of site visits, engineering studies, and environmental assessments;
- D. A post-acquisition management plan to ensure ongoing property maintenance;
- E. Proposed language for Town Meeting articles; and
- F. Suggested means for funding the acquisition.

### § 127-6. Advisory role.

The role of the TPC shall be advisory only and shall not supersede the role or duty of any other board or officer empowered by statute.



## **PUBLIC NOTICE OF VACANCY**

In accordance with Section 7-10 of the Townsend Charter requiring a ten (10) day posting, the following vacancy is posted:

### **GIRLS' SCHOOL COMMEMORATION COMMITTEE**

By vote of the Board of Selectmen there is hereby established a Girls' School Commemoration Committee. The Committee shall develop an appropriate means for memorializing the former Girls' School at 458 Main Street, West Townsend. The Committee shall be comprised of five (5) members.

Individuals interested in serving should forward a Volunteer Response Form to the Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469. Forms are available at Town Hall or at online  
[http://www.townsend.ma.us/Pages/TownsendMA\\_Selectmen/volunteer.pdf](http://www.townsend.ma.us/Pages/TownsendMA_Selectmen/volunteer.pdf)





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*  
Office (978) 597-1701

MEMORANDUM

TO: Kathleen Spofford, Town Clerk  
John Barrett, Town Moderator  
Planning Board  
Council on Aging  
Library Trustees  
Finance Committee

FROM: Carolyn Smart, Executive Assistant

DATE: May 23, 2018

RE. CHARTER REVIEW COMMITTEE

At the meeting of the Board of Selectmen held on May 22, 2018, the Board unanimously voted to form a Charter Review Committee in accordance with the Townsend Charter Section 7-7 (a).

I've attached the posting to this memorandum for all positions.

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



## Carolyn Smart

---

**From:** paulgsmithgml <paulgsmithgml@gmail.com>  
**Sent:** Tuesday, June 19, 2018 11:53 AM  
**To:** Sue412 Selectman Account Lisio  
**Cc:** Kreidler, Jim; Carolyn Smart  
**Subject:** Re: The American Flags on the poles

5.4

I sure hope we can figure something out and get those flags up for the 4th.  
Thank you,  
Paul

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Sue412 Selectman Account Lisio <sml412@comcast.net>  
**Date:** 6/19/18 9:37 AM (GMT-05:00)  
**To:** Paul G Smith <paulgsmithgml@gmail.com>  
**Cc:** "Kreidler, Jim" <jkreidler@townsend.ma.us>, Carolyn Smart <csmart@townsend.ma.us>  
**Subject:** Re: The American Flags on the poles

Mr. Smith,

I have forwarded this to the Town Administrator.

We will add it to the next regular Selectmen's meeting (August 7th) to get an update.

Sue

On June 19, 2018 at 9:21 AM Paul G Smith <paulgsmithgml@gmail.com> wrote:

Dear Selectmen,  
Please help, I miss the the flags on the poles. I think the American Flag Committee needs our help. I went to the meeting last night. They need a plan and our support and private donations too. We just have to get those flags flying.  
Thank you,

Paul G Smith  
West Elm St



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## Carolyn Smart

---

**From:** Elizabeth Serene <erousseau4@cs.com>  
**Sent:** Wednesday, June 06, 2018 1:40 PM  
**To:** Csmart@townsend.ma.us  
**Subject:** Eagle Scout recognition

Hello,  
We spoke earlier this morning. I have not received an email yet.  
Please let me know if you receive this.  
Thank you  
Beth Serene

Adam Charles Serene, a member of Boy Scout Troop 81 in Townsend, Massachusetts, and Nashua Valley Council in Leominster, Massachusetts, received his Eagle Rank on January 15, 2018. In your position I know you recognize the importance of this achievement in this young man's life.

As an Eagle Scout, Adam has earned 34 merit badges and has served his troop in a variety of leadership roles. He also completed a major community service project. He raised the money and built 6 picnic tables for our community playground, Kids Kountry. Adam just graduated from North Middlesex Regional High School and plans to continue his education at Fitchburg State University, where he will major in psychology with a concentration in education in hopes to become a School Guidance counselor.

To Make his Eagle Scout Court of honor Ceremony even more special, we are compiling letters of congratulations and certificates of achievement for him. Please consider sending a letter or certificate to Adam Charles Serene, for this great honor. They will be presented during his ceremony.

Thank you and we appreciate you taking the time to help us honor this special young man.

Sincerely

Paul and Elizabeth Serene



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**AGREEMENT BETWEEN**  
**TOWN OF TOWNSEND MASSACHUSETTS**



**and the**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFSCME COUNCIL 93,  
LOCAL 3470, POLICE UNION  
7/1/2013 – 6/30/2016**

**FOR THE TOWN of TOWNSEND  
Board of Selectmen:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

**FOR THE UNION:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/\_\_\_\_

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Agreement entered into by the Town of Townsend, hereinafter referred to as the employer or the Town, and AFSCME, Council 93 Local 3470, hereinafter referred to as the Union.

If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or commonwealth law or statute, such provisions shall be considered null and void and shall not be binding on the parties hereto: In such an event the remaining provision of this agreement shall remain in full force and effect.

#### **ARTICLE 1 - RECOGNITION**

- 1-01 The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all full time police officers who have satisfactorily completed the statutorily required basic police training academy.
- 1-02 The employer will not aid or abet, promote or finance any other labor group, organization, or individual which purports to engage in collective bargaining, or make any agreement with any such group, organization, or individual for the purpose of undermining the union or changing any conditions contained in this agreement.

#### **ARTICLE 2 - EMPLOYMENT SECURITY**

- 2-01 The employer agrees not to discriminate in any way whatever against an employee of the Police Department who is properly a member of the approved collective bargaining unit because he/she is a member of the union, or because they concern themselves, either personally or in concert with other members of the union, with any legitimate activity of the union, as long as it does not impede the efficient performance of the Police Department.

#### **ARTICLE 3 - DUES & AGENCY RIGHTS**

- 3-01 The employer agrees to deduct the union dues once each month from the pay of the employees who individually request in writing that such deductions be made.
- 3-02 The employer shall require as a condition of employment, during the life of this collective bargaining agreement, that an employee who chooses not to be a member of the union make payment of a service fee to the union as a contribution towards the administration of this agreement in accordance with the provisions of the M.G.L. C. 150E commencing on or after the thirtieth (30th) day following the beginning of his employment or the effective date of this agreement, whichever is later.
- 3-03 The Union agrees to indemnify the employer and hold it harmless from any and all claims of whatever nature relating to dues and agency service fee deductions which might arise following postage of the dues and fees by United States first class mail.

AUTHORIZATION OF PAYROLL DEDUCTION:

BY: \_\_\_\_\_  
Name of Employee

TO: \_\_\_\_\_  
Name of Employer

Effective \_\_\_\_\_, I hereby authorize you to deduct from my earnings each payroll period in the amount of \$\_\_\_\_\_.

This amount shall be paid to the Treasurer of Local Union No. \_\_\_\_\_ and represents payment of my union dues.

These deductions may be terminated by me by giving you a sixty (60) day written notice in advance or upon termination of my employment.

b

**ARTICLE 5 - HOURS OF WORK**

5-01 The work week will consist of the following: four consecutive days will be worked at eight (8) hours and thirty-five (35) minutes per shift each day. Then the following two (2) full days will be taken off. This is known as the four and two workweek, and it will average slightly over forty (40) hours per week, every six-week cycle.

5-02 Employees may end their shift as soon after completion of the eight (8) hours as they are released from duty by the Senior Officer on the shift. The decision to release shall be made on an officer by officer basis at the sole discretion of the Chief or Senior Officer on the shift.

5-03 The Chief has the option of assigning the Court Officer, the Detective, and the School Resource Officer to a work week of five (5) consecutive days worked at eight (8) hours per day, with the following two consecutive days off. In the event the Chief decides to change the shift of an officer assigned to any such specialty position from a so-called 4 & 2 shift to a so-called 5 & 2 shift, or vice versa, or the starting time to be worked as part of the shift assignment, the Chief shall provide the officer effected by the change with prior notice of at least fourteen (14) days. The Chief has the management prerogative and discretion to make or eliminate, in whole or in part, all specialty duty assignments; provided, however, that if two officers are in the Chief's determination equally qualified for the specialty duty assignment, seniority will be the tie-breaking consideration, and provided further that any such determination by the Chief will be aggrieved only to the Board of Selectmen step of the grievance procedure and will not be subject to arbitration. The Chief will post notice of an available specialty duty assignment, together with the necessary qualifications for the position, at least fourteen (14) days prior to

filling the position. Officers assigned to such specialty duties are still required to perform regular police officer duties as may be assigned by the Chief.

#### **ARTICLE 6 - REST PERIODS**

- 6-01 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.
- 6-02 Employees who are required by management to work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

#### **ARTICLE 7 - MEAL PERIODS**

- 7-01 All employees shall be granted a meal break during each work shift. Whenever possible, the meal period shall be scheduled one-half (1/2) hour at the middle of each shift. The officer will remain available during such period.

#### **ARTICLE 8 - SENIORITY**

- 8-01 Seniority will be defined as continuous years of service in the Townsend Police Department from the date of original employment as a full-time officer.
- 8-02 In case it is necessary to reduce the force, the least senior officer in the rank will be laid off first.
- 8-03 Seniority will be the basis for temporary upgrading to the next highest rank.
- 8-04 A seniority list will be posted on the bulletin board.
- 8-05 Seniority shall not be broken by vacation time, sick time, injury time sustained while on or off duty, unlawful suspension from duty, or if an officer is drafted in military service or called up into the Reserves or National Guard.
- 8-06 If a vacancy exists in a position within the bargaining unit and the Selectmen intend to fill such vacancy, the only factors in determining which (if any) employee will be promoted are the requirements of the position, performance, qualifications, seniority, oral review board, written examination, personnel records and job experience.
- 8-07 Badge numbers will be issued in accordance with seniority with the lowest number being assigned to the most senior officer. In case of retirement, death or termination, the badge and badge number will retired.

- 8-08 Notwithstanding the provisions of the Family and Medical Leave Act (FMLA), an employee who takes FMLA leave to which he or she is entitled shall accrue seniority for all purposes during the period of such leave.

#### **ARTICLE 9 - SICK LEAVE**

- 9-01 Employees shall accrue sick leave at the rate of one and one quarter (1 ¼) days for each month of continuous employment. Employees may accumulate up to a maximum of one hundred fifty (150) days of unused sick leave.
- 9-02 If an employee is required to submit medical evidence for a period of absence of less than three (3) days, he/she shall be so notified in writing. Such notification shall include the reason therefore. If such medical evidence is required, it shall be paid for by the Department insofar as the actual cost thereof is not covered by the employee's health insurance.
- 9-03 Each year three (3) sick leave days may be used in the case of serious illness of a parent, spouse or child where the presence of the employee is required. At the discretion of the Chief of Police, additional sick leave days up to a maximum of three (3) additional days may be used in case of a serious illness of a parent, spouse or child.
- 9-04 As of July 1, 2010, a sick bank shall be created in which sick days in excess of 150 days accumulated by any Union employee are placed. A committee of three (3), two (2) members as chosen by the Union and a management representative as chosen by the Police Chief, shall be responsible for granting sick time to an employee who is in need due to injury or illness. No more than a year's worth of sick leave may be granted to any one employee in a five-year period. It is understood that an employee must use all available sick, personal, and vacation time before he or she can be eligible for such sick time.

#### **Family and Medical Leave Act**

The Town abides by the terms of the Family Medical Leave Act of 1993 ("FMLA"). In accordance with the Action, the Town will provide eligible employees up to twelve (12) weeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

- to care for an immediate family member (spouse, child or parent) with a serious health condition;
- to care for the employee's own serious health condition including pregnancy related disability.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves with in-patient care at a health care facility or continuing treatment by a health care provider.

To be eligible for leave under the new law, an employee must be employed by the Town for at least twelve (12) months and have worked at least 1,250 hours within the previous twelve (12) month period. The Twelve (12) month period for determining use of leave under the regulations will be calculated on a rolling calendar, commencing on the first days of leave.

Employee seeking to request time under FMLA or for additional information regarding this act should contact the Office of the Town Administrator.

**Massachusetts Maternity Leave Act ("MMLA")**

Female employees may also be eligible under MMLA as follows:

Whenever a female employee becomes pregnant, she shall furnish the Town with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. This leave shall commence with the birth of her child and extend for a period eight (8) weeks. The leave shall be granted for a newborn child, newly adopted child under eighteen (18) years of age, or a child under twenty three (23) years of age who is physically or mentally disabled.

(Note: If employee has accrued sick time, the sick leave benefits should run concurrent with the above leaves.)

- 9-05 Up to four (4) days of accumulated sick leave can be donated per member, per year, to another member/employee who is in need of this time because of injury or illness at the discretion of the Chief of Police.
- 9-06 Employees who take no sick leave for a three (3)-month period shall be credited with a sick leave incentive day in the form of a personal day which must be taken within the fiscal year in which it is earned, except for the day earned in the last quarter which may be carried over and used within the first quarter of the next fiscal year.

**ARTICLE 10 - BEREAVEMENT LEAVE**

- 10-01 In the event of the death of an employee's spouse, child, parent, parent-in-law, brother, sister, grandparent or grandchild, domestic partner, step parent, step child, family member for whom the employee is sole provider subject to proof of legal guardianship, and any relative living in the employee's household the employee shall have leave with pay on all days he was scheduled to work within five (5) calendar days beginning with the day of the death. The employee may defer up to three (3) working days in order to attend to subsequent burial, memorial service, or other estate related issues.

Each employee shall receive up to two (2) working days with pay for the wake and funeral of a brother in-law, sister in-law, niece, nephew, aunt or uncle. Up to one (1) working day with pay shall be granted for the wake and funeral of a current employee working for the Town of Townsend.

#### **ARTICLE 11 - VACATION**

11-01 Vacation period shall be defined as a minimum of four (4) days taken consecutively; one to three (3) days vacation will be considered "Vacation Days".

11-02 Each employee shall be eligible for paid vacation time after six months of service with the employer. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned annually based upon the following schedule.

One Year: One week (5 working days)  
Two Years: Two weeks (10 working days)  
Five Years: Three weeks (15 working days)  
Ten Years: Four weeks (20 working days)  
Over Ten Years to Twenty-Five Years: One additional vacation day for each year over 10 years service up to a maximum of 5 weeks (25 working days) vacation after 15 years service.  
Twenty-Five Years: One additional vacation day for each year starting at 25 years for a maximum of 6 weeks (30 working days) vacation after 29 years service.

11-03 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the day immediately preceding the employee's vacation period.

11-04 Employees shall receive their vacation pay no later than three (3) days prior to the start of their vacation period.

11-05 No more than one employee on each shift may be on vacation at any time. Vacation requests will be made and granted on the basis of seniority, subject to the approval of the Chief of Police, whose approval will not be unreasonably withheld.

11-06 Unused vacation will be paid to an employee when leaving the department, or in the event of the employee's death the unused vacation will be paid to his/her estate.

11-07 Vacation time is taken annually between July 1<sup>st</sup> through June 30<sup>th</sup>. Up to three (3) weeks unused vacation time may be carried over to the following fiscal year. Other unused vacation shall be forfeited.

- 11-08 Any employee who has used three (3) or less sick days in a fiscal year will be granted two (2) additional vacation days in the following fiscal year. Any employee who has used four (4) or five (5) sick days in a fiscal year will be granted one (1) additional vacation day in the following fiscal year. Vacation earned pursuant to this paragraph is earned for one (1) year only, and employees must qualify for such additional days on an annual basis.

## **ARTICLE 12 - HOLIDAYS**

- 12-01 The following days, or days observed as such, shall be recognized as paid holidays:

|               |                        |
|---------------|------------------------|
| New Years Day | Washington's Birthday  |
| Patriot's Day | Martin Luther King Day |
| Memorial Day  | Independence Day       |
| Labor Day     | Columbus Day           |
| Veterans Day  | Thanksgiving Day       |
| Christmas Day |                        |

- A. All Union members receive eight (8) hours of holiday pay for all predetermined Holidays.
- B. If an employee works on a Holiday, the employee receives an additional days pay also consisting of eight hours for a total of sixteen (16) hours straight time for the day.
- C. If an employee works on the six "big" (Christmas, Thanksgiving, New Years Day, Independence Day, Labor Day and Memorial Day) holidays, the employee receives the eight (8) hours of holiday pay plus time and one-half (12 hours) straight time pay for the day.
- 12-02 If there are two officers scheduled to work on the same shift on a holiday and if the Chief determines that only one officer is required on that shift, then one officer may be permitted to have the day off. If both wish the day off, then senior officer will prevail. The officer who has the day off will be paid holiday pay only. The second time, the less senior officer will prevail and then the two will alternate. In the event of a conflict between officers, the decision will be based on the following order: rank, time in rank, time in service.

## **ARTICLE 13 - SALARY SCHEDULE**

- 13-01 Employees shall be classified as Patrol Officers or Sergeants.

- 13-02 Shifts defined as follows:

As of July 1, 2010, shifts shall be defined as follows:

|               |                    |
|---------------|--------------------|
| Day Shift:    | 0700 to 1535 hours |
| Second Shift: | 1500 to 2335 hours |
| Third Shift:  | 2300 to 0735 hours |

The day shift rate for patrolmen is as follows:

| <b><u>July 1, 2013 to June 30, 2014</u></b>  |           |          |            |
|--|-----------|----------|------------|
| Years of Full-time<br>Employment in Townsend | Per Week  | Per Hour | Per Year   |
| Recruitment                                  | \$828.40  | \$ 20.71 | \$ 43,077. |
| Over 1 year                                  | \$863.60  | \$ 21.59 | \$ 44,907. |
| Over 2 years                                 | \$992.80  | \$ 24.82 | \$ 51,626. |
| Thereafter                                   | \$1026.00 | \$ 25.65 | \$ 53,352. |

| <b><u>July 1, 2014 to June 30, 2015</u></b>  |           |          |           |
|--|-----------|----------|-----------|
| Years of Full-time<br>Employment in Townsend | Per Week  | Per Hour | Per Year  |
| Recruitment                                  | \$884.80  | \$21.12  | \$43,930. |
| Over 1 year                                  | \$880.80  | \$22.09  | \$45,802. |
| Over 2 years                                 | \$1012.80 | \$25.32  | \$52,666. |
| Thereafter                                   | \$1046.40 | \$26.16  | \$54,413. |

| <b><u>July 1, 2015 to December 31, 2015</u></b> |           |          |           |
|---|-----------|----------|-----------|
| Years of Full-time<br>Employment in Townsend    | Per Week  | Per Hour | Per Year  |
| Recruitment                                     | \$853.20  | \$21.33  | \$44,366. |
| Over 1 year                                     | \$889.60  | \$22.24  | \$46,259. |
| Over 2 years                                    | \$1022.80 | \$25.57  | \$53,186. |
| Thereafter                                      | \$1056.80 | \$26.42  | \$54,954. |

| <b><u>January 1, 2016 to June 30, 2016</u></b> |           |          |           |
|--|-----------|----------|-----------|
| Years of Full-time<br>Employment in Townsend   | Per Week  | Per Hour | Per Year  |
| Recruitment                                    | \$861.60  | \$21.54  | \$44,803. |
| Over 1 year                                    | \$898.40  | \$22.46  | \$46,717. |
| Over 2 years                                   | \$1033.20 | \$25.83  | \$53,726. |
| Thereafter                                     | \$1067.20 | \$26.68  | \$55,494. |

13-03 The day shift rate will be paid to:

- A. Patrol officers working the day shift as their regular assignment.
- B. A patrol officer temporarily assigned to days.

13-04 The second shift rate is four (4) percent higher than the day shift rate:

| Years of Full-time<br>Employment in Townsend | <u>July 1, 2013 to June 30, 2014</u> |          |           |
|--|--------------------------------------|----------|-----------|
|  | Per Week                             | Per Hour | Per Year  |
| Recruitment                                  | \$861.60                             | \$21.54  | \$44,803. |
| Over 1 year                                  | \$898.00                             | \$22.45  | \$46,696. |
| Over 2 years                                 | \$1032.80                            | \$25.82  | \$53,706. |
| Thereafter                                   | \$1066.40                            | \$26.66  | \$55,453. |

| Years of Full-time<br>Employment in Townsend | <u>July 1, 2014 to June 30, 2015</u> |          |           |
|--|--------------------------------------|----------|-----------|
|  | Per Week                             | Per Hour | Per Year  |
| Recruitment                                  | \$878.80                             | \$21.97  | \$45,698. |
| Over 1 year                                  | \$916.00                             | \$22.90  | \$47,632. |
| Over 2 years                                 | \$1053.60                            | \$26.34  | \$54,787. |
| Thereafter                                   | \$1087.60                            | \$27.19  | \$56,555. |

| Years of Full-time<br>Employment in Townsend | <u>July 1, 2015 to December 31, 2015</u> |          |           |
|--|--|----------|-----------|
|  | Per Week                                 | Per Hour | Per Year  |
| Recruitment                                  | \$887.60                                 | \$22.19  | \$46,155. |
| Over 1 year                                  | \$925.20                                 | \$23.13  | \$48,110. |
| Over 2 years                                 | \$1064.00                                | \$26.60  | \$55,328. |
| Thereafter                                   | \$1098.40                                | \$27.46  | \$57,117. |

| Years of Full-time<br>Employment in Townsend | <u>January 1, 2016 to June 30, 2016</u> |          |           |
|--|---|----------|-----------|
|  | Per Week                                | Per Hour | Per Year  |
| Recruitment                                  | \$896.40                                | \$22.41  | \$46,613. |
| Over 1 year                                  | \$934.40                                | \$23.36  | \$48,589. |
| Over 2 years                                 | \$1074.80                               | \$26.87  | \$55,890. |
| Thereafter                                   | \$1109.20                               | \$27.73  | \$57,678. |

13-05 The second shift rate will be paid to:

- A. Patrol officers working the second shift as their regular assignment.
- B. A patrol officer temporarily assigned to the second shift.

13-06 The third shift rate is 6.25% higher than the day shift rate:

| Years of Full-time | <u>July 1, 2013 to June 30, 2014</u> |          |          |
|--------------------|--------------------------------------|----------|----------|
|                    | Per Week                             | Per Hour | Per Year |

Employment in Townsend

|              |           |         |           |
|--------------|-----------|---------|-----------|
| Recruitment  | \$882.80  | \$22.07 | \$45,906. |
| Over 1 year  | \$920.40  | \$23.01 | \$47,861. |
| Over 2 years | \$1058.40 | \$26.46 | \$55,037. |
| Thereafter   | \$1090.40 | \$27.26 | \$56,701. |

**July 1, 2014 to June 30, 2015**

|  |          |          |          |
|--|----------|----------|----------|
| Years of Full-time<br>Employment in Townsend | Per Week | Per Hour | Per Year |
|--|----------|----------|----------|

|              |           |         |           |
|--------------|-----------|---------|-----------|
| Recruitment  | \$900.40  | \$22.51 | \$46,821. |
| Over 1 year  | \$938.80  | \$23.47 | \$48,818. |
| Over 2 years | \$1079.60 | \$26.99 | \$56,139. |
| Thereafter   | \$1112.40 | \$27.81 | \$57,845. |

**July 1, 2015 to December 31, 2015**

|  |          |          |          |
|--|----------|----------|----------|
| Years of Full-time<br>Employment in Townsend | Per Week | Per Hour | Per Year |
|--|----------|----------|----------|

|              |           |         |           |
|--------------|-----------|---------|-----------|
| Recruitment  | \$909.60  | \$22.74 | \$47,299. |
| Over 1 year  | \$948.00  | \$23.70 | \$49,296. |
| Over 2 years | \$1090.40 | \$27.26 | \$56,701. |
| Thereafter   | \$1123.60 | \$28.09 | \$58,427. |

**January 1, 2016 to June 30, 2016**

|  |          |          |          |
|--|----------|----------|----------|
| Years of Full-time<br>Employment in Townsend | Per Week | Per Hour | Per Year |
|--|----------|----------|----------|

|              |           |         |           |
|--------------|-----------|---------|-----------|
| Recruitment  | \$918.80  | \$22.97 | \$47,778. |
| Over 1 year  | \$957.60  | \$23.94 | \$49,795. |
| Over 2 years | \$1101.20 | \$27.53 | \$57,262. |
| Thereafter   | \$1134.80 | \$28.37 | \$59,010. |

13-07 The third shift rate will be paid to:

- A. Patrol officers working the third shift as their regular assignment.
- B. A patrol officer temporarily assigned to the third shift.

13-08 If a patrol officer is held over to work overtime or is called back to work overtime, it will not change the base rates during such overtime.

13-09 The rate of pay for Sergeants will be fifteen (15) percent higher than for patrol officers.

**July 1, 2013 to June 30, 2014**

|                   | Per Week         | Per Hour       | Per Year         |
|-------------------|------------------|----------------|------------------|
| Day Shift Sgt.    | <b>\$1178.80</b> | <b>\$29.47</b> | <b>\$61,298.</b> |
| Second Shift Sgt. | <b>\$1224.80</b> | <b>\$30.62</b> | <b>\$63,690.</b> |
| Third Shift Sgt.  | <b>\$1252.40</b> | <b>\$31.31</b> | <b>\$65,125.</b> |

**July 1, 2014 to June 30, 2015**

|                   | Per Week         | Per Hour       | Per Year         |
|-------------------|------------------|----------------|------------------|
| Day Shift Sgt.    | <b>\$1202.40</b> | <b>\$30.06</b> | <b>\$62,525.</b> |
| Second Shift Sgt. | <b>\$1249.20</b> | <b>\$31.23</b> | <b>\$64,958.</b> |
| Third Shift Sgt.  | <b>\$1277.60</b> | <b>\$31.94</b> | <b>\$66,435.</b> |

**July 1, 2015 to December 31, 2015**

|                  | Per Week         | Per Hour       | Per Year         |
|------------------|------------------|----------------|------------------|
| Day Shift Sgt    | <b>\$1214.40</b> | <b>\$30.36</b> | <b>\$63,149.</b> |
| Second Shift Sgt | <b>\$1261.60</b> | <b>\$31.54</b> | <b>\$65,603.</b> |
| Third Shift Sgt. | <b>\$1290.40</b> | <b>\$32.26</b> | <b>\$67,101.</b> |

**January 1, 2016 to June 30, 2016**

|                   | Per Week         | Per Hour       | Per Year         |
|-------------------|------------------|----------------|------------------|
| Day Shift Sgt.    | <b>\$1226.40</b> | <b>\$30.66</b> | <b>\$63,773.</b> |
| Second Shift Sgt. | <b>\$1274.40</b> | <b>\$31.86</b> | <b>\$66,269.</b> |
| Third Shift Sgt.  | <b>\$1303.20</b> | <b>\$32.58</b> | <b>\$67,766.</b> |

13-10 The shift rate which will be paid to Sergeants will be determined the same way as for patrol officers (see 13-03A, 13-05A, 13-07A).

13-11 Any employee who has been temporarily assigned to assume the duty of officer-in-charge in the absence of the Police Chief and Lieutenant shall receive fifteen (15) percent differential pay from the time the employee assumes the duty until such time the employee is relieved of this responsibility.

13-12 Effective July 1, 2013, each employee who successfully completes all required certifications shall receive a lump sum stipend of Five Hundred (\$500.00) Dollars payable in a single check on June 30 of each fiscal year.

13-13 Effective July 1, 2013, employees agree to the use of electronic pay advices and mandatory direct deposit.

**ARTICLE 14 - OVERTIME**

14-01 Employees covered by this agreement shall be paid overtime at the rate of time and one-half (1-1/2) their regular hourly pay rate for work in excess of his/her

normal work week. Overtime hourly rate of pay shall include the regular rate of pay plus additional compensation as defined by the F.L.S.A. statute. Examples of compensation included in regular rate of pay: longevity pay, educational bonus or incentives and any shift differentials. Uniform allowances are excludable from the regular rate of pay.

14-02 Whenever possible, all overtime shall be assigned to employees by a seniority basis that is equally distributed, with full time officers having priority to part time officers.

14-03 The distribution of overtime shall be governed by a list with senior officers appropriately listed. When an officer refuses overtime, their name goes to the bottom of the list. All employees shall be scheduled to work on shifts, and each shift shall have a regular starting and quitting time. Employees shall be given a reasonable notice of any change in their work schedule.

14-04 An employee, subsequent to working an overtime assignment, may request compensatory time off as ("comp time") in lieu of overtime pay under the following guidelines:

- A. Straight time comp time may be allowed within the same pay period.
- B. Comp time at time and one-half the hours worked or pay at time and one-half time hours worked may be allowed for hours worked outside the same pay period.
- C. Compensatory time shall be requested in writing prior to an employee working outside his/her regularly scheduled shift, however, the Chief of Police or his/her designee may waive this requirement.
- D. Allowing compensatory time will be at the discretion of the Chief of Police or his/her designee. Eligible officers may accumulate up to 36 hours of compensatory time at any one time during the fiscal year.
- E. The decision on whether or not to grant compensatory time will be based on the best interest of the Townsend Police Department and the Town of Townsend.
- F. Officers working the third shift shall receive overtime pay for hours worked, but shall not be eligible for compensatory time.
- G. Officers working the first or second shifts shall have the choice, consistent with the provisions of Paragraphs A through E, of receiving overtime pay or compensatory time for overtime worked.

H. Officers may not carry compensatory time from one fiscal year to the next. In the last payroll of a fiscal year, payment commensurate with the value of the compensatory time shall be made to an officer unable to use the accumulated compensatory time earned but not taken during the fiscal year.

14-05 No officer shall work in excess of twenty-four (24) hours of overtime and/or overtime details in any four (4) day shift.

14-06 As of July 1, 2013, it is understood that "hours worked" in computing overtime shall include vacation pay and personal leave and shall not include sick leave and holiday pay when calculating overtime pay. One exception shall apply: if an officer has used any vacation pay, personal leave, sick leave, or holiday pay before being ordered in accordance with Article 16 then this time shall be factored into the overtime calculation for work in excess of the normal work week; this will not be the case should such time be used by the employee after being ordered in.

#### **ARTICLE 15 - OVERTIME CALL IN**

15-01 When an officer is working his or her shift and is due to be relieved by another officer, but for some reason or other the officer due in calls the chief or his designated representative to inform him/her that he/she is not coming in to work, the officer on duty shall have the option of working the extra eight (8) hours, or four (4) hours, or none of it, but in no event will any officer work in excess of twenty-four (24) hours of overtime within a four (4) day work shift. If the officer refuses any part or all of the shift, the Chief or his designated representative shall telephone the most senior officer etc. This shall be considered a shift worked for the purpose of rotation. At no time will a reserve, part time or auxiliary officer be called in, until all full time officers are called first. A reasonable effort shall be made by the Chief or his/her designated representative to reach the senior officer first, etc.

#### **ARTICLE 16 - CALL BACK WAGES**

16-01 "Call-Back" applies to situations in which an employee is called back to work directly for the Police Department and shall not include working for other organizations.

16-02 If an employee is called back to work, he/she shall be paid at the rate of time and one-half his/her regular hourly rate for all time worked that is outside of the employee's normal work week. In the event the call back does not continue into the employee's regularly assigned shift, he/she shall receive a minimum of four hours pay at time and one-half his/her regular hourly rate. Regular hourly rate of pay is defined as the regular rate of pay plus additional compensation as defined by the F.L.S.A. statute.

## **ARTICLE 17 - COURT TIME**

- 17-01 An employee who is required to be in attendance at any court hearing (including hearings before the Registry of Motor Vehicles or other government agencies) as part of their duties at a time when they are not scheduled to be on duty shall receive additional compensation at the rate of one and one half (1 ½) times their regular hourly rate.
- 17-02 Such compensation will include necessary time in traveling to the hearing and back.
- 17-03 In no event shall the employee receive less than four (4) hours pay.

## **ARTICLE 18 - GRIEVANCE PROCEDURE**

### **18-01 Definitions**

- A. A "grievance" is a claim by an employee or the union that there has been a violation, misinterpretation, or misapplication of specific terms of the agreement.
- B. "Days" shall mean all days except Saturday, Sunday and Holidays.

### **18-02 Step 1**

- A. The aggrieved employee, with or without the union steward and/or representative shall present the grievance to the Chief in writing within five (5) days of the incident upon which the grievance is based or within five (5) days after the grievant knew or should have known of the incident. The Chief shall adjust the grievance at once or within three days, schedule a hearing that will be held no later than fourteen (14) days after the date of scheduling and after said hearing shall respond in writing within five (5) days of the hearing.
- B. When a grievance is filed by an employee without the union steward or representative, the local union chairman shall be notified and if a hearing is to be held he/she may designate a representative who shall be given the opportunity to be present at this time. Whether or not the union avails itself of this right, the disposition of this grievance shall not be inconsistent with the terms of this agreement.

18-03 Step 2

If no satisfactory resolution is forthcoming from the Chief within five (5) days after said hearing, the employee may appeal in writing to the Board of Selectmen within five (5) days. The Board of Selectmen shall respond within ten (10) days after receipt of the written appeal.

18-04 Step 3

If the grievance has not been settled by Step 2, either party may refer it to arbitration within fifteen (15) days of the disposition or the time for responding under Step 2. If an arbitrator cannot be agreed upon, the parties will submit the matter to the American Arbitration Association for selection in accordance with its procedure. The decision of the arbitrator, within the scope of his authority, shall be final and binding on the parties: provided that the arbitrator shall have no power to modify, amend or alter the agreement, the expense of the arbitrator shall be born equally, by the parties.

18-05 Miscellaneous

- A. The above procedure shall not apply to temporary employees who have been continuously employed by the employer in the same position for less than nine (9) months.
- B. By agreement of both parties, a meeting will be held at any step of the grievance procedure. If a meeting is held, the time limitation for answering the grievance will be from the date of the meeting.
- C. Failure to file a grievance within the specified time or failure to appeal to the next step of the procedure within the specified times shall constitute a waiver on the grievance.
- D. In case the employer fails to meet the time limits defined above, the grievance shall proceed to the next step.

**ARTICLE 19 - DISCIPLINE & DISCHARGE**

19-01 Disciplinary action or measures shall include only the following: Oral reprimand, written reprimand, suspension and discharge.

19-02 Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibility as an employee.

19-03 If the employer has reason to reprimand an employee it shall, when possible, be done in a manner that will minimize embarrassment of the employee before other employees or the public.

19-04 Notice of suspension shall be given in writing.

19-05 The employer will not discharge an employee except for just cause.

- A. Before discharging an employee the employer will first suspend the employee for five days.

B. The employer will notify the employee and his steward in writing of such suspension and that the employee is subject to discharge.

19-06 Any disciplinary action against an employee may be grieved upon the bases of an alleged violation of the contract. A copy of step one grievances are to be sent to the Selectmen's office.

A. In the case of suspension or discharge the grievance shall immediately go to the Third Step.

19-07 In the event that an arbitrator determines that an employee who has successfully completed his nine month probationary period has been unjustly suspended or discharged, the arbitrator shall have the authority to provide full relief, whether full back pay, partial back pay, or otherwise.

## **ARTICLE 20 - EXTRA DETAILS**

20-01 There are two types of details available to officers of the Police Department: Town details, which are details paid by the Town government bodies including the Water Department and School District, and outside (private) details, which are paid by all other groups, individuals, corporations, or organizations including contractors hired by Town government bodies. The rate of pay for Town details shall remain the overtime rate as determined in accordance with the FLSA. The rate of pay per hour for outside details will be **\$48.00** per hour.

20-02 On all extra details there will be a guaranteed minimum of four (4) hours.

20-03 On outside details officers will be entitled to a full eight hours of pay in those cases where they return after a meal break and are dismissed early. Officers will be paid time and one-half the detail rate for all hours worked in excess of eight hours on outside details, except for details paid for by the Town, the Water Department, and the School District.

20-04 The assignment of extra detail work will be distributed equally among full-time officers.

20-05 The Town agrees to establish a revolving fund of monies according to Chapter 44, Section 53C of the Massachusetts General Laws, and pay the Police Officers the following pay day for any details worked subject to the availability of funds in such revolving account.

20-06 Retired Townsend, full-time officers with police powers who are in good standing and not on medical disability shall be allowed to work police details. They shall have seniority over reserve officers in the determination of detail assignments.

20-07 It shall be the policy of the Town to require use of officers for all extra detail work done in Town. This requirement will apply to State agencies having projects involving extra detail work in Town to the extent as allowed by State law.

20-08 Consistent with current practice, the Police Chief will make patrol cars available when the situation merits for extra detail work done by officers.

#### **ARTICLE 21 - MAINTENANCE OF EQUIPMENT**

21-01 The employees shall bring to the attention of the employer in writing any equipment not in safe or healthful condition. Any equipment not in safe or healthful condition thus brought to the attention of the employer shall be taken out of service until it is repaired or replaced. In this way, the employer shall maintain all equipment operated or used by the employees in a safe and healthful condition.

#### **ARTICLE 22 - CLOTHING, EQUIPMENT & TRAINING ALLOWANCE**

22-01 The Town agrees to reimburse officers for expenditures of clothing and equipment in each fiscal year as follows: \$1,100.00 for FY 11, \$1,150.00 for FY 12, and \$1,200.00 for FY 13.

22-02 The Town agrees to reimburse first year officers for expenditures for clothing and equipment in the amount of **\$500.00 over the existing clothing allowance.**

22-02 The Town agrees to reimburse the Detective an additional **\$800.00** for expenditures of court attire above what the employee would otherwise be qualified to receive.

22-03 Any change in uniform will be paid for by the Town.

22-04 In order to qualify for reimbursement, clothing and/or equipment must be from a list issued by the Chief, or approved in advance by the Chief, which approval shall not be unreasonably withheld.

22-05 All employees shall submit original receipts for clothing and equipment reimbursements. Exemptions due to irregular or extraordinary circumstances may be allowed at the discretion of the Town Accountant.

22-06 The Town agrees to waive the repayment of the police academy training fee provided that the officer signs a written agreement with the Town that if they do not continue employment with the Town of Townsend for at least **eighteen (18) months**, they will reimburse the Town the fee on an eighteen month prorated basis.

#### **ARTICLE 23 - IN-SERVICE TRAINING**

23-01 Definition of In-Service Training shall be any training conducted by the employer regardless of time duration, other than recruit training.

23-02 The employer agrees to provide a reasonable amount of time during regular working hours to permit employees to keep abreast of any changes in law and procedures and to provide an In-Service Training program for this purpose.

23-03 The employer agrees to make available materials which it has which will permit employees to keep abreast of changes in law and procedures.

#### **ARTICLE 24 - HEALTH & WELFARE**

24-01 The employer agrees to provide Blue Cross/Vital Insurance Protection Plan 2000 (V.I.P. 2000) or any other insurance plan offered by the Town of Townsend, and, further, agrees to pay 85% of the cost.

24-02 The employer agrees to offer the same health insurance plans as provided to other eligible employees.

24-03 The employer agrees to reimburse the employee the total sum of **\$150.00** per year, payable on or about the first week of July and January in equal sums of **\$75.00**, toward membership in an established facility at a health and fitness program with the approval of the Chief of Police. The employee must submit a receipt of the original payment along with documentation of a minimum of 70% attendance for a period of twenty-six (26) weeks based on three (3) visits per week.

24-04 Subject to appropriation at Town Meeting, the Town will hire an experienced health care consultant to estimate the present and future costs to the Town of contributing to retirement health care premiums of Town employees, including those of the Police Union.

#### **ARTICLE 25 - DRUG AND ALCOHOL TESTING**

25-01 Scope

All members of the bargaining unit are subject to the provisions of this Article.

25-02 Definitions

All terms used in this Article shall be construed in accordance with the Definitions published by the United State Department of Transportation

25-03 Prohibited Alcohol and Controlled Substance Related Conduct

a.) Reporting for duty and/or remaining on duty while having a blood alcohol concentration greater than 0.00 and/or while testing positive for any controlled substance. Any employee called back for overtime after having left work may decline the overtime without being subject to discipline if he believes that he would violate this prohibition by reporting back to work, and so informs the employer. Employees who are taking over the counter and/or prescription drugs which may produce a positive test result are expected to inform the employer of their use of such drugs at the time the prescription is first given by their doctor or when they begin to use the over the counter drugs.

b.) Possessing alcohol and/or controlled substances while on duty.

- c.) Consuming alcohol or using any controlled substance while on duty, including at lunch or during breaks.
- d.) Refusing to submit to an alcohol and/or controlled substance test required by the post-accident, random, reasonable suspicion and/or follow-up testing requirements contained in Federal and/or State regulations and/or this Article and/or to cooperate with or follow the instructions of the person(s) designated by the Board to administer any such test.
- e.) Using alcohol within eight (8) hours of an accident and/or prior to undergoing a post-accident alcohol test, whichever comes first.

#### 25-04 Required Testing

All bargaining unit members are required to submit to drug and alcohol tests under any of the following circumstances:

- a.) All new employees prior to performing any duties on their first day on the job.
- b.) Any employee operating a motor vehicle involved in an accident while on duty which resulted in a fatality and/or the issuance of a citation and/or criminal complaint to said employee for a moving traffic violation arising out of said accident.
- c.) Any employee directed to take such a test as a result of any random testing program mandated by Federal and/or State regulations and/or this Article.
- d.) Any employee about whom the Police Chief, Police Lieutenant, and/or any other person or person(s) designated by the Police Chief has a reasonable suspicion that said employee has and/or is violating the prohibitions set forth in this Article.
- e.) All tests conducted pursuant to this section will be done by a person(s) and/or facilities designated by the Board of Selectmen at the Town's expense. An employee may have a Union Representative present during the test if he/she so desires, provided that no test shall be delayed more than two (2) hours as a result of said request.
- f.) Failure by a unit member to submit to an exam required by this section within two (2) hours of being ordered to do so and/or to cooperate with or follow the instructions of the person(s) designated by the Board to administer any such test will be deemed to be insubordinate unless such requirements are waived in writing by the Board of Selectmen or its designee.

#### 25-05 Results of Prohibited Conduct

- a.) Any member of the bargaining unit may be disciplined, subject to the applications of just cause principles, up to and including discharge for engaging in conduct prohibited by this Article.
- b.) In addition to any discipline which may be imposed, no employee may continue to work if found to have a blood alcohol level greater than 0.00 and/or if found to be under the influence of a controlled substance. Any such employee will be immediately relieved of duty without pay until he/she passes a "return to duty" test for alcohol with a blood alcohol level of 0.00 and/or test negative for controlled substances.

- c.) "Return to Duty Tests" for alcohol and/or controlled substances will be conducted by a person(s) and/or facility designated by the Town at the expense of the Employee.
- d.) In addition to a "return to duty" test, as a condition of continued employment, any such employee shall also be evaluated by a substance abuse professional designated by the Town and complete any assistance program designated by said professional. The cost of said evaluation and/or program shall be born by the Employee.
- e.) Any employee who has engaged in conduct prohibited by this Article shall be subject to random unannounced drug and/or alcohol tests for twelve (12) to sixty (60) months following such prohibited conduct. Said tests will be conducted by person(s) or facilities designated by the Town at the Town's expense.

25-06 The employer will continue the Employee Assistance Program at its current levels throughout the term of this Agreement. Should either party wish to modify the employee assistance program, they may reopen this provision upon thirty (30) days written notice to the other.

#### **ARTICLE 26 - SHIFT CHANGES**

26-01 Whenever there is a shift change as a result of addition of personnel, or whenever there is a shift change due to illness, death, retirement, school attendance, or termination, it will be posted on the bulletin board to give officers a chance to bid on the open shift. If no such officer bids on it, the Chief will assign the lowest senior officer to such shift, and then post this open shift for bid. Bids shall be awarded based on seniority, first by rank and second on time in rank.

26-02 There will be a switch back only if both officers agree in writing before the switch and it will be for a minimum of a three-month period. The Chief has the option of approving any shift changes.

#### **ARTICLE 27 - SCHOOLING**

27-01 Any schooling required by the employer or state law shall be paid for by the employer, including expenses.

27-02 If an employee is required to attend on a day when he/she is not scheduled to work he/she shall be paid at the rate of one and one half (1 ½) times his or her regular hourly rate including necessary travel time.

27-03 The Chief may reassign an officer's daily shift schedule in order for the officer to attend in-service training without the Town having to incur overtime costs.

#### **ARTICLE 28 - PERSONAL LEAVE**

28-01 First year employees may have one (1) day per year cumulative for the purpose of transacting or attending to personal, business or household matters.

28-02 Each employee upon completion of one year of service may have four (4) days with pay per year, non-cumulative, for the purpose of transacting or attending to personal, business, or household matters.

28-03 Written notice of intention to take such leave shall be filed with the Chief at least twenty-four (24) hours in advance except where this much notice would be impossible.

#### **ARTICLE 29 - CAREER EDUCATION INCENTIVE**

29-01 Any full-time employee who successfully completes, pre-approved by the Chief of Police, education courses in Law Enforcement or Related Fields (including courses that are required or necessary to attain a degree in Law Enforcement, Criminal Justice, Sociology, Psychology, Human Services or Municipal Management) will be paid an annual incentive stipend not to exceed \$2,500.00 for each semester credit according to the following:

|                               |                         |
|-------------------------------|-------------------------|
| 1st year to 5th year officer: | \$20.00 per credit hour |
| Officers over 5 years:        | \$25.00 per credit hour |

Documentation of credits and grades must be submitted no later than December 31st for payment to be made July 15th of the following year.

29.02 As the Town has accepted the provisions of the police career incentive program, M.G.L. c. 41, § 108L (the so-called Quinn Bill), such program shall take effect in fiscal year 2002. Officers may be entitled to benefits under either Section 29-01 or this Section 29-02, but not both. The Union acknowledges and agrees that the Town shall not be responsible for more than fifty percent (50%) of the career incentive payments to be made to eligible employees. In the event the Commonwealth of Massachusetts fails to appropriate funds sufficient to pay its fifty percent (50%) share of the career incentive payments as specified in M.G.L. c. 41, § 108L, the Town shall compensate all eligible officers, who are active Police Union employees as of July 1, 2010, for the full Quinn amount without regard to the Commonwealth's reimbursement to the Town of its share. For any officer hired after July 1, 2010, the Town shall not be responsible for payment of any share of the Commonwealth's portion of the career education incentive. Quinn Bill payments will be made to certified officers in two lump sum payments, one in July and the other in January. (The Annual Town Meeting vote of May 1, 2001 on Article 5 accepted the provision of M.G.L. c. 41, § 108L.)

#### **ARTICLE 30 - LONGEVITY PAY**

30-01 At five (5) years of service, computed and paid at the anniversary date of employment thereafter, each full time permanently employed employee shall receive an annual bonus of **\$500.00**. At ten (10) years of continuous service, the annual bonus shall be increased to **\$750.00** per year. At fifteen (15) years of

continuous service, the annual bonus shall be increased to **\$1,000.00** per year. At twenty (20) years of continuous service the annual bonus shall increase to **\$1,250.00** per year. This payment will be made as a single payment in a separate check.

#### **ARTICLE 31 - CIVIC DUTY LEAVE**

31-01 Employees required to serve on jury duty will be granted a leave of absence with pay for time lost from their regular work schedule due to said requirement. Employees receiving a summons for jury duty shall notify the Chief as soon as possible after receipt of said summons. Employees shall reimburse the Town any monies received for service on jury duty while they are in a paid leave status.

#### **ARTICLE 32 - STRIKE/LOCKOUT**

32-01 It is understood and agreed that the services performed by the officers included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said services. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of Town services.

#### **ARTICLE 33 - GUN PERMITS**

33-01 All police officers shall be required as a condition of employment to be eligible to receive a valid, unrestricted Massachusetts license to carry firearms. In the event an officer would be temporarily disqualified (e.g., because of the issuance against the officer of a temporary 209A order), the officer may be reassigned by the Chief to administrative duties if the Chief determines that such sufficient duties are available. If such duties are not available, the officer will be required to take an unpaid leave of absence during the period of temporary disqualification, provided, however, that the officer may utilize accrued paid leave benefits including sick leave during such leave of absence.

#### **ARTICLE 34 - PROBATIONARY PERIOD**

34-01 The probationary period of nine months does not start to run until the officer's successful completion of the statutorily required basic police training academy. The probationary period shall be extended by the number of days an officer is

absent from duty. The Chief will provide the officer with a written notice as to any extensions of the probationary period.

### **ARTICLE 35 - SHIFT SWAPS**

35-01 The swapping of shifts between bargaining unit members shall be permitted subject to the following conditions and limitations:

1. Shifts are swapped by police officers of equal rank.
2. A request for a shift swap shall be in writing and shall specify the reason why the swap is necessary, and the other officer and shift involved with the swap.
3. A request for a shift swap must be made at least 24 hours advance. The Chief may waive this notice requirement.
4. Shift swaps are not to be used to continuously alter assigned day to day shift schedules.
5. Shift swaps do not impose any additional cost to the Town.
6. The Town is not responsible in any way for enforcing shift swap agreements between officers.
7. Shift swaps must be completed within the six-week work cycle, provided, however, that if the Town Accountant mandates a shorter period of time, then shift swaps must be completed within such period as is mandated by the Town Accountant.
8. There shall be no more than ten (10) swaps requested per officer per fiscal year. Officers shall be allowed swap shifts for special events such as weddings, birthdays, and other special events that are mutually agreed on by the officer and the Chief. The Chief will keep a master list of who is swapping with whom and when they are swapping. If it is determined that an officer is abusing this privilege, the officer will no longer be allowed to take advantage of this privilege.
9. The Chief or his designee has the sole discretion to authorize shift swaps and to waive any of the conditions and limitations set forth above. The Chief's exercise of such discretion shall not be subject to the grievance procedure.

### **ARTICLE 36 - SPECIALITY POSITIONS**

#### **Detective**

- 36-01 The Chief of Police will assign the Detective position. The position will be based on the officer's time with the department (although seniority will not prevail), specialized training, case management skill, overall job performance and any additional job-related qualifications that the Chief feels should be included.
- 36-02 In the event the Detectives position is eliminated due to downsizing, he/she will return to the patrol function and will be able to bid shift based on seniority. The officer that held the Detectives position would have first right of refusal in the event the position is activated again.
- 36-03 The work week for the Detective shall consist of four (4) consecutive days working and two (2) full days taken off. The Chief may change this schedule if he determines that a different schedule will be beneficial to the Town of Townsend.

### **School Resource Officer**

- 36-04 The officer assigned to the School Resource Officer ("SRO") position will work in that position Monday through Friday during the school year. The SRO's position is a unique one which requires flexible hours to attend school functions, meetings, sporting events, etc. Any hours worked outside of his/her normal 7:00A.M. to 3:00P.M. shift will be used for time off during holiday and vacations. The preferred time to take these accrued hours would be during normal school vacations and holidays, not to include the summer vacation.
- 36-05 In the event there is a delay of school or a snow emergency day, the SRO will have time off without it being deducted from accrued time, vacation time or personal time.
- 36-06 The SRO will not abuse the position to attend events and meetings at which he/she is not needed for the purpose of gaining additional accrued time. The SRO position will not be used by the schools in lieu of hiring officers for details. Any detail at the school, i.e., sporting events and other school functions, will continue to be awarded on strict seniority basis as in the past.
- 36-07 During the summer months when the school is not in session, the SRO will work Monday through Friday on a regular administrative schedule.

### **ARTICLE 37 - DURATION**

- 37-01 This agreement between the Employer and the Union shall become effective **July 1, 2013** and shall continue in full force and effect to **June 30, 2016**.
- 37-02 Either the employer or the union may give written notice ninety (90) days prior to the duration date to the other that it desires to amend this Agreement. During the negotiations of such proposed amendments, the terms of this Agreement shall remain in full force and effect. Should either party to this Agreement send a notice as described above, this Agreement shall be considered to have automatically renewed for one (1) additional year.

#### 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.

