



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

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

Wayne Miller, *Vice-Chairman*

Don Klein, *Clerk*  
(978) 597-1701

SELECTMEN'S MEETING MINUTES FOR SEPTEMBER 17, 2019 AT 6:00 P.M.  
SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
  - 1.1 The meeting was called to order at 6:00P.M.  
Roll call vote showed 3 members present: Chairman, Sue Lisio (SL), Vice-Chairman, Wayne Miller (WM), and Clerk, Don Klein (DK)
  - 1.2 Pledge of Allegiance
  - 1.3 SL announced the meeting was being tape recorded.
  - 1.3 Chairman's Additions or Deletions.  
SL added the Townsend Housing notification and the POW ceremony under announcements.
  - 1.4 Public Comment Period. (none)
- II. APPOINTMENTS OF OFFICIALS/PERSONNEL - VOTES MAY BE TAKEN:
  - 2.1 DK moved to appoint Felicia Lord as a Senior Counselor for the Recreation Commission contingent upon the passing of a CORI check and medical exam. SL amended to add probationary period as applicable. DK amended probationary period as applicable. WM seconded. Unanimous vote.
  - 2.2 Discuss/Appoint a representative for the Board of Selectmen on the Capital Planning Committee, effective September 17, 2019 to June 30, 2020.  
  
SL explained the annual process to appoint a Board member to the Capital Planning Committee. DK volunteered to be the Representative. WM moved to appoint Don Klein as the representative for the Board of Selectmen on the Capital Planning Committee effective September 17, 2019 to June 30, 2020.
  - 2.3 Appoint Elise Johnson as the Youth Services/Young Adult Librarian effective September 17, 2019. DK moved to appoint Elise Johnson as the Youth Services/Young Adult Librarian effective September 17, 2019. WM seconded. Unanimous vote.
- III. MEETING BUSINESS - VOTES MAY BE TAKEN:
  - 3.1 Authorize the Chair to sign a budget amendment for the CDBG grant as requested by the Grant Administrator, Communities Opportunities Group.  
  
The Board reviewed the budget amendment as attached. DK moved to authorize the Chair to sign a budget amendment for the CDBG grant as requested by the Grant Administrator, Communities Opportunities Group. WM seconded. Unanimous vote.
  - 3.2 Review/Discuss second reading of policy #05-2019 Contract Procedures  
SL asked to table until the Town Administrator is present.

- 3.3 Review/Discuss second reading of policy #06-2019 Weapons in Public Buildings  
The Board reviewed the amended policy as attached. DK moved to approve the second reading of the policy 06-2019 Weapons in Public Buildings. WM seconded. Unanimous vote.
- 3.4 Review/Discuss second reading of policy #07-2019 Animals in Public Buildings  
The Board reviewed the policy #07-2019 as attached. DK moved to approve the second reading of policy #07-2019 Animals in Public Buildings. WM seconded. SL heard from some employees, relaying at times there's special events where animals are involved, additionally there's therapy animals to consider. SL would like to amend "except for specific department sponsors programs". DK voiced concern about the rabies clinic as well. The Board agreed with the amendments that SL suggested. SL asked for a vote with the amendment. Unanimous vote.
- 3.5 Review/Discuss/Approve a change order, Amendment #1 for the Main Street Pump Station Access Bridge replacement as requested by the Board of Water Commissioners  
DK moved to approve the change order for Amendment #1 for the Main Street Pump Station Access Bridge replacement as requested by Board of Water Commissioners. WM seconded. Unanimous vote.
- 3.6 Discussion of pending contract/agreement addendum between Underwater Solutions, Inc., and the Town of Townsend, RE: Inspection and interior cleaning of the Highland Street & Fitchburg Road water storage tanks. (Voted to sign outside of a meeting)  
SL explained the reason it has not been signed is due to Town Counsel not recommending the insurance portion. DK expressed concern the insurance requirement is over and above what other communities require and suggested the town pick up the additional cost. SL asked why the Town would pay for the additional cost. DK asked Mr. Kreidler to be sure Counsel is available to ask these questions. Todd Melanson, Water Commissioner stated this is against industry norms. SL stated she would not go against Town Counsel. SL asked to table the contract until the Town Administrator was present. SL moved to discuss at the end of the meeting.
- WM called Town Counsel to discuss. The Board asked Town Counsel about the additional insurance he requested. SL explained it would cost an additional \$4,800.00 for the insurance requirement. Attorney Costa informed the Board when the addendum was done, as the original agreement was not on the standard contract, it was a recommendation that is standard. Attorney Costa informed the Board it was their decision, however, the standard is what he recommends to protect the Town.
- WM moved to advise Adam to amend the contract with 1 million and 1 million and to sign out of the meeting. DK seconded. Unanimous vote.
- 3.7 ~~Discussion of pending contract/agreement addendum between McEnroe Consulting, LLC and the Town of Townsend, RE: Interim Superintendent Coverage~~ (previous vote to sign outside of a meeting)
- 3.8 Review/Discuss/Approve the "Ride along Agreement" as requested by the Fire-EMS Chief, Mark Boynton.
- The Board reviewed the agreement as attached. DK stated he read 2-3 times, this is a policy, further explaining how the EMS ride along work. DK stated this looks like an updated to what we had. DK

moved to approve the "Ride along Agreement" as requested by the Fire-EMS Chief, Mark Boynton. WM seconded. Unanimous vote.

- 3.9 Review/Sign a proclamation for Nashoba Valley Technical School District, RE: 50<sup>th</sup> Anniversary.

DK read the proclamation as attached. DK moved to sign the proclamation for Nashoba Valley Technical School District regarding their 50<sup>th</sup> Anniversary. WM attached. Unanimous vote.

- 3.10 Discussion, RE: E-cigarette/vaping

WM informed the Board, the Board of Health will addressing the issue at the Board of Health's meeting on September 23, 2019. Linda Johansen informed the Board, there would be a consultant to update the Board of Health on the various law changes. SL stated she reached out to Adam and he explained some communities have banned them, however, some communities are being sued because of that decision.

IV. WORK SESSION - VOTES MAY BE TAKEN:

- 4.1 ~~Town Administrator updates and report.~~ SL tabled until the Town Administrator is present.

~~- Town Properties Bylaw Discussion~~

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

SL expressed condolences for the families of Lenny Smith and Steve Meehan.

- 4.3 Clerk of the Board announcements for events.

DK announced on October 5, 2019 there will be a Townsend Housing Authority forum to discuss the types of housing the town would like to see.

National POW recognition announcement regarding the ceremony.

- 4.4 Board Correspondence.

- 4.5 DK moved to approve the meeting minutes for August 16, 2019. WM seconded. Unanimous vote.

- 4.6 DK moved to approve and sign the payroll and bills payable warrants out of session. WM seconded. Unanimous vote.

SL asked to discuss the other Pending Business Items prior to the executive sessions (please see below)

V. EXECUTIVE SESSION - VOTES MAY BE TAKEN:

- 5.1 DK moved to enter executive session pursuant to G.L. c. 30A s21(a)(3), to discuss strategy with respects to pending litigation where an open meeting may have a detrimental effect on the litigating position of the Town, and the Chair of the Board so declares, namely Doucette & Associates, LTD v Town of Townsend, Worcester Superior Court Docket No. 1985CV01115 and to adjourn in executive session. WM seconded. The Chair so declared. Roll Call WM (YES) SL (YES) DK (YES)

- 5.2 DK moved to enter executive session pursuant to G.L. c. 30A s21(a)(3), executive session to discuss strategy with respects to pending litigation where an open meeting may have a detrimental effect on the litigating position of the Town, and the Chair of the Board so declares, Townsend Water Department v Town of Townsend, Middlesex Superior Court Docket No. 1781CV02286 and to adjourn from executive session. WM seconded. The Chair so declared. Roll Call WM (YES) SL (YES) DK (YES)

- 5.3 DK moved to enter executive session pursuant to G.L. c. 30A s21(a)(3), executive session to discuss strategy with respects to collective bargaining where an open meeting may have a detrimental effect



on the bargaining or litigating position of the Town, and the Chair of the Board so declares. RE: Clerical Union and to adjourn from executive session. WM seconded. The Chair so declared. Roll Call WM (YES) SL (YES) DK (YES)

- 5.4 DK moved to enter executive session pursuant to G.L. c. 30A s21(a)(2), executive session to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel, RE Police Chief and to adjourn from executive session. WM seconded. The Chair so declared. Roll Call WM (YES) SL (YES) DK (YES)

OTHER PENDING BUSINESS ITEMS:

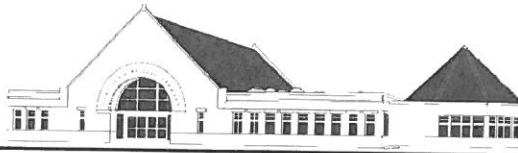
1. Charter Review Status
2. Cable Contract: SL spoke with Kate and an update will be on the next agenda.
3. Call Center Update
4. ~~Interim Water Supervisor~~: Finished
5. ~~Water Tank Contract~~: Finished
6. Union Negotiations Start Date: SL stated she has a meeting with the clerical union meeting next Wednesday
7. Fall Special Town Meeting: DK would like to set a Special Town Meeting date: SL stated folks can submit warrants however, the Board cannot set the date until free cash is certified.
8. Status on earmark for town common sidewalk: Will ask the Town Administrator to update at the next meeting.
9. IT update/umbrella: DK would like to see the complete needs of the IT to include all the departments so the Board has a better understanding. SL will address at a future meeting.

SL moved to address 5.1

Respectfully submitted by,  
Carolyn Smart, Executive Assistant to the Town Administrator

Voted to approve the meeting minutes for the meeting of September 17, 2019 by the Board of Selectmen this  
25 day of November, 2019.





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# Townsend Public Library

## MEMORANDUM

TO: The Board of Selectmen

FROM: Stacy Schuttler, Library Director

DATE: September 11, 2019

We posted and advertised for the position of Youth Services/Young Adult Librarian. We received eighteen applications for the position. We interviewed three candidates. Elise Johnson was selected she and accepted the offer. Please approve this decision.

If you have any questions, please feel free to contact me at [sschuttler@cwmares.org](mailto:sschuttler@cwmares.org) or by calling (978) 597-1714.



## Carolyn Smart

---

**From:** Wayne Darragh <wdarragh@cogincorp.com>  
**Sent:** Friday, August 30, 2019 1:11 PM  
**To:** Carolyn Smart  
**Cc:** Jim Kreidler  
**Subject:** Budget Amendment  
**Attachments:** Townsend Budget Amend 1.pdf

Hi Carolyn,

Attached please find a budget amendment form for signature by Sue Lisio. After it has been signed by the Chairman, please scan and email it to me.

The budget amendment does two things.

- 1) It adds \$42,932.48 in Program Income to the housing rehabilitation activity per the Town's FY18 Program Income Plan. And
- 2) It reduces the administrative budget for the Social Services as required in the Special Conditions for the grant.

Prior to this amendment the grant budget was:

4A Housing Rehab Program Delivery	\$105,377
4C Housing Rehab Loans and Grants	\$600,000
8A Social Service Program Delivery	\$14,156
8B Social Service Program Costs	\$26,250
9 General Administration	\$54,217

After this amendment the grant budget will be:

4A Housing Rehab Program Delivery	\$105,377
4C Housing Rehab Loans and Grants	\$642,932.48 (+ \$42,932.48 from original)
8A Social Service Program Delivery	\$8,000 (- \$6,156 due to special conditions)
8B Social Service Program Costs	\$26,250
9 General Administration	\$60,373 (+ \$6,156 move from Line Item 8A)

Thank you for your assistance with this matter. Please feel free to contact me with any questions.

--

Wayne T. Darragh, President  
Community Opportunities Group, Inc.  
129 Kingston Street  
Boston, MA 02111  
Phone: (617) 542-3300 x310  
Cell: (617) 470-6436  
Fax: (617) 542-3302



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Community/Grantee: town of Townsend	Original Award: \$800,000
Program:	Revision #:
Name/Year:	P-number (program revision)
Grant #: CDF-G-2018-Townsend-00840	B-number (budget revision) #1
	E-number (extensions)
Contract End Date: 12/31/2019	

Requested	approval of the item when the form is signed.	DHCD Approved
	<b>Budget Amendment to increase the grant award to :</b> _____	
XX	<b>Budget Revision for:</b> <ul style="list-style-type: none"> <li>Changes in administrative dollars</li> </ul> Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000	
	<b>Program Extension (to increase period of availability of funds/period of performance) to</b>	
	<ul style="list-style-type: none"> <li>This extension will extend period of performance beyond the end of the term of the current grant agreement</li> </ul> <b>Program Revision for:</b> <ul style="list-style-type: none"> <li>Revision in scope or effectiveness of a project/program designed or significant change in the accomplishment of the national objective or beneficiaries to be served.</li> <li>Changes in key personnel</li> <li>For non-constructive projects, contracting out or subcontracting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award</li> <li>Other, specify</li> </ul>	

Authorized Signature for Grantee: 	Date	Print Name & Title: Sue Liso, Chairman
Program Rep. initial and date:		

This request # \_\_\_\_\_ is \_\_\_\_\_ approved with the modifications  
shown on the following pages numbered \_\_\_\_\_.  
\_\_\_\_\_ approved as requested  
\_\_\_\_\_ denied

Authorized signature for Mass. CDBG	Print name, title, and date
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## Carolyn Smart

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**From:** SueSelect <sml412@comcast.net>  
**Sent:** Monday, September 02, 2019 1:09 PM  
**To:** Carolyn Smart  
**Cc:** jkreidler@townsend.ma.us  
**Subject:** Re: Budget Amendment

Hi,  
I signed it.  
I realize I'm the only one that needs to sign it, but think it should still be brought up at a Board meeting where it can be discussed in case there are questions.  
Please put it on the agenda for the 9/17 meeting to review/discuss.  
Sue

On Aug 30, 2019, at 1:16 PM, Carolyn Smart <[csmart@townsend.ma.us](mailto:csmart@townsend.ma.us)> wrote:

Hi Sue,

See below (you're the contract manager) so this is okay to sign out of session

I will print and put on your desk

**From:** Wayne Darragh [<mailto:wdarragh@cogincorp.com>]  
**Sent:** Friday, August 30, 2019 1:11 PM  
**To:** Carolyn Smart <[csmart@townsend.ma.us](mailto:csmart@townsend.ma.us)>  
**Cc:** Jim Kreidler <[jkreidler@townsend.ma.us](mailto:jkreidler@townsend.ma.us)>  
**Subject:** Budget Amendment

Hi Carolyn,

Attached please find a budget amendment form for signature by Sue Lisio. After it has been signed by the Chairman, please scan and email it to me.

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8B Social Service Program Costs \$26,250  
9 General Administration \$60,373 (+ \$6,156 move from Line Item 8A)

Thank you for your assistance with this matter. Please feel free to contact me with any questions.

--

Wayne T. Darragh, President  
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<Townsend Budget Amend 1.pdf>



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James M. Kreidler, Jr.,  
Town Administrator

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

## BOARD OF SELECTMEN

### POLICY #07-2019 Animals in Public Buildings

**Purpose:** The Town of Townsend is responsible for assuring the health and safety of all employees and customers who either work in or visit our municipal buildings. Animals may pose a threat or may cause allergic reactions. Some individuals may also be distracted by the presence of animals, particularly dogs.

**Policy:** The Town of Townsend does not permit employees or visitors to bring animals into municipal buildings.

"Therapy" or "Comfort" animals are likewise prohibited.

An employee or a visitor who requires the help of a service animal (as defined by 28 CFR 36.104 as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability") will be permitted to bring a service animal into a municipal building, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the town's employees or operations.

APPROVED BY THE TOWNSEND BOARD OF SELECTMEN  
FIRST READING: SEPTEMBER 3, 2019  
FINAL APPROVAL/ADOPTION: SEPTEMBER 17, 2019

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

\_\_\_\_\_  
Wayne Miller, Vice Chairman

\_\_\_\_\_  
Donald Klein, Clerk

First Reading: September 3, 2019

Second Reading/Voted: \_\_\_\_\_, 2019

Filed with the Town Clerk: \_\_\_\_\_, 2019





Acknowledgement of Receipt of Policy

I acknowledge receipt of Policy 07-2019 Animals in Public Buildings. Having read said policy, I understand and agree to its terms.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





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

Sue Lisio, Chairman

James M. Kreidler, Jr.,  
Town Administrator

Wayne Miller, Vice-Chairman

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

3.4  
Sue  
Add  
sign out of  
session

## BOARD OF SELECTMEN

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**Purpose:** The Town of Townsend is responsible for assuring the health and safety of all employees and customers who either work in or visit our municipal buildings. Animals may pose a threat or may cause allergic reactions. Some individuals may also be distracted by the presence of animals, particularly dogs.

**Policy:** The Town of Townsend does not permit employees or visitors to bring animals into municipal buildings.

"Therapy" or "Comfort" animals are likewise prohibited, *except for occasional Dept sponsored programs?*

An employee or a visitor who requires the help of a service animal (as defined by 28 CFR 36.104 as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability") will be permitted to bring a service animal into a municipal building, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the town's employees or operations.

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FIRST READING: SEPTEMBER 3, 2019  
FINAL APPROVAL/ADOPTION: SEPTEMBER 17, 2019

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

\_\_\_\_\_  
Wayne Miller, Vice Chairman

\_\_\_\_\_  
Donald Klein, Clerk

First Reading: September 3, 2019

Second Reading/Voted: \_\_\_\_\_, 2019

Filed with the Town Clerk: \_\_\_\_\_, 2019



T-0354-004  
August 26, 2019

Mr. Michael MacEachern, Chairman  
Board of Water Commissioners  
Townsend Water Department  
540 Main Street  
Townsend, MA 01474

**Re: Main Street Pump Station Access Bridge Replacement – Amendment No. 1**

Dear Mr. MacEachern,

During design and construction of this project, there were changes in our scope of work. There was additional effort required at some points and portions of our scope that were not required. We have developed this amendment to our Agreement for Engineering Services issued November 28, 2017 for the Main Street Pump Station Access Bridge Replacement project. This amendment summarizes additions and subtractions to the contract, resulting in a net credit to the Town of Townsend.

## **Amended Services**

### **Task 3: Temporary Bridge Coordination and Permitting**

It was determined during the design phase that a temporary bridge would not be required for the site. While a temporary bridge was not provided, conceptual layout and initial coordination efforts were still performed as local contractors were contacted for pricing and availability to install a temporary bridge. Additionally, permitting efforts for this task were performed for the permanent replacement structure.

Our effort to date on this task was \$2,000. The original fee was \$10,500, which results in a credit of \$8,500.

### **Task 4: Pre-Design Services**

#### **Task 4.2: Geotechnical Explorations, Evaluation, and Recommendations**

Geotechnical recommendations were reported to the design engineers in lieu of a report deliverable. Boring Log data is provided on the Record Drawings for future use by the Water Department.

Excluding the report deliverable results in a credit of \$1,500 for this task.

### **Task 9: Bid Phase Services**

The project was not required to go to public bid since the Water Department received an emergency waiver of bid requirements from the Division of Capitol Asset Management and Maintenance. This waiver was initially intended for the use of a temporary bridge, which was not required. Therefore, bid phase services were not performed.

Excluding bid phase services results in a credit of \$5,100 for this task.







**Task 9: Construction Administration**

Tighe & Bond provided additional construction administration services than what was originally included in the contract due to the bridge failure. The bridge failure resulted in additional site meetings, technical review, and coordination efforts between the Town, Contractor, and Fabricator to resolve issues associated with construction.

We provided an additional effort of \$7,750 in services for this task.

**Fee**

This amendment request results in a **total credit** to the Town of Townsend in the amount of **\$7,350.00**. For information purposes, the table below provides a summary of this amendment credit.

<b>Original Lump Sum Contract Amount</b>	<b>\$110,200</b>
--	------------------

Additions/Subtractions:

- |  |                  |
|--|------------------|
| • Task 3: Temporary Bridge Coordination and Permitting | - \$8,500        |
| • Task 4: Pre-Design Services                          | - \$1,500        |
| • Task 8: Bid Phase Services                           | - \$5,100        |
| • Task 9: Construction Administration                  | <u>+ \$7,750</u> |

<b>Net Change:</b>	<b>-\$7,350</b>
--------------------	-----------------

<b>Revised Total Contract Amount:</b>	<b>\$102,850</b>
---------------------------------------	------------------

If the above amendment is acceptable, please sign and return one copy to our office. The total contract amount will be adjusted and a final invoice for the remaining fee will be issued.

Thank you for the opportunity to work with you on this project. If you have any questions or require any additional information, please contact Craig S. French, P.E., Structural Engineering Manager or Thomas Mahanna. Mr. French has served as the Project Manager for this project, and he can be reached at (413) 875-1311, or at csfrench@tighebond.com.

Very truly yours,

**TIGHE & BOND, INC.**



Craig S. French, PE  
Structural Engineering Manager

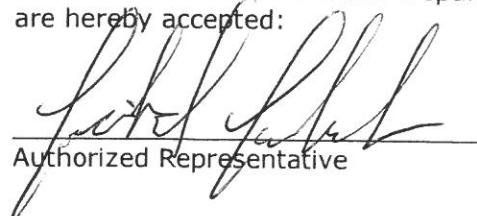
**APPROVED**



Thomas J. Mahanna, PE  
Vice President

**ACCEPTANCE:**

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



Authorized Representative

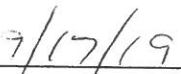
8-27-19

Date





**Board of Selectmen:**

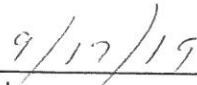
  
Sue Lisio, Chairman

  
Date

  
Wayne Miller, Vice Chairman

  
Date

  
Don Klein, Clerk

  
Date

J:\T\T0354 Townsend Water Department\004 - Water Dept Bridge\Proposal\Fee Amendment 1 - Water Department Bridge.docx



## Carolyn Smart

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**From:** Adam J. Costa <adam@mtclawyers.com>  
**Sent:** Friday, August 30, 2019 10:38 AM  
**To:** Carolyn Smart  
**Cc:** 'Jim Kreidler'  
**Subject:** RE: Change Order

Carolyn:

Thank you. The change order is okay, so long as the Town is not disputing the additional services provided under Task 9. Even with those services, the result of the amendment is a net credit to the Town.



Adam J. Costa  
Mead, Talerman & Costa, LLC  
30 Green Street · Newburyport, Massachusetts · 01950  
Phone 978.463.7700 · Fax 978.463.7747  
[adam@mtclawyers.com](mailto:adam@mtclawyers.com) · [www.mtclawyers.com](http://www.mtclawyers.com)

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✿ Think before you print.

---

**From:** Carolyn Smart <csmart@townsend.ma.us>  
**Sent:** Tuesday, August 27, 2019 11:50 AM  
**To:** Adam J. Costa <adam@mtclawyers.com>  
**Cc:** 'Jim Kreidler' <jkreibler@townsend.ma.us>  
**Subject:** FW: Change Order

Hi Adam,

Just wanted to be sure you've seen/approved of the change order (attached)

---

**From:** Terry Walsh [<mailto:twalsh@townsend.ma.us>]  
**Sent:** Tuesday, August 27, 2019 9:48 AM  
**To:** 'Carolyn Smart' <[csmart@townsend.ma.us](mailto:csmart@townsend.ma.us)>  
**Subject:** Change Order

Hi Carolyn:

I have a change order that needs a signature. Jim indicated to me that if a change order was less than \$5,000 then he could sign off. This change order is a credit against the original contract in the amount of -\$7,350.

So, I'm not sure if he should sign off or do we need the BOS's signature.

If it needs the Board's signature can you add this to their next agenda? Mike MacEachern will be in to sign tonight or tomorrow. I will send over the signed copy as soon as he signs.

Thanks for your help.

Terry



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## Carolyn Smart

---

**From:** Adam J. Costa <adam@mtclawyers.com>  
**Sent:** Tuesday, August 27, 2019 2:53 PM  
**To:** Carolyn Smart  
**Cc:** Jim Kreidler  
**Subject:** FW: Signatures Needed  
**Attachments:** McEnroe Consulting Contract, Addendum.docx; Underwater Solutions Contract, Addendum.docx

Carolyn:

Even for contracts under \$10,000, these Water Department documents are far too sparse for my liking. The Water Department really should be using our standard form contracts (as should the Town generally), which you now have in your possession. I don't know to what extent that can, or cannot, be impressed upon the Department. I am appreciative of the general dynamic between the Town and the Department, these days.

Rather than mark these up with a dozen different protections for the Town, I've created the attached Addenda, i.e. one for each contract, which are adapted from our standard form contract for services under \$35,000. I shortened the form document somewhat, of course. Adding these Addenda is preferred to redrafting the contracts that Jim provided below, which omit many necessary provisions.

Call with questions.



Adam J. Costa  
Mead, Talerman & Costa, LLC  
30 Green Street · Newburyport, Massachusetts · 01950  
Phone 978.463.7700 · Fax 978.463.7747  
[adam@mtclawyers.com](mailto:adam@mtclawyers.com) · [www.mtclawyers.com](http://www.mtclawyers.com)

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✿ Think before you print.

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**From:** James Kreidler <jkreidler@townsend.ma.us>  
**Sent:** Tuesday, August 20, 2019 11:18 AM  
**To:** Adam J. Costa <adam@mtclawyers.com>  
**Cc:** Sue Lisio <sml412@comcast.net>  
**Subject:** FW: Signatures Needed

Adam,

These just in from the Water Department. Their hope is that the BoS act on these tonight.

I have not read through the Underwater Solutions doc yet.



The BoS has a standing vote of approval of signing an agreement with an interim superintendent once identified by the Water Commissioners so they do not need to vote again. However, the form of agreement submitted needs your review ASAP. Simple concerns of mine at first glance are that the Client should be the Town and not the Water Department and the limitations of liability in the standard form is way too low.

Please review and advise in order for me to present tonight.

Thanks,

Jim

James M. Kreidler, Jr.  
Town Administrator  
Townsend, MA 01469

---

**From:** Terry Walsh [<mailto:twalsh@townsend.ma.us>]  
**Sent:** Tuesday, August 20, 2019 10:26 AM  
**To:** 'James Kreidler' <[jkreidler@townsend.ma.us](mailto:jkreidler@townsend.ma.us)>  
**Cc:** [csmart@townsend.ma.us](mailto:csmart@townsend.ma.us); [sml412@comcast.net](mailto:sml412@comcast.net)  
**Subject:** Signatures Needed

Hi Jim:

I have attached a couple of contracts for your review.

I do know it is short notice but we were hoping that the Board of Selectmen could address these at tonight's meeting.

The first one is to hire a consulting firm to fill in as Interim Superintendent.

The second is for the inspection and cleaning of the Highland Street and Fitchburg Rd tanks. This is one of the requirements required by DEP.

Todd will be at your meeting to sign the Interim Superintendent's Agreement.

Thank you for your consideration of this matter.

Terry

**Theresa Walsh**  
**Office Assistant**  
**Townsend Water Department**  
**540 Main St**  
**WestTownsend MA 01474**  
**978-597-2212**  
**[twalsh@townsend.ma.us](mailto:twalsh@townsend.ma.us)**



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**TOWN OF TOWNSEND  
AGREEMENT ADDENDUM**

1. The following is a supplement to that certain Agreement by and between Underwater Solutions, Inc. (the "Contractor") and the Town of Townsend (the "Town"), namely its Water Department, dated August 19, 2019 (the "Contract")

2. Payment will be made as follows:

2.1 Fees and Reimbursable Costs combined shall not exceed \$8,685.00 as more fully set forth in the Contract.

2.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

2.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project or services are completed and accepted by the Town.

3. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before \_\_\_\_\_ unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

4. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

5. Termination and Default:

5.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

5.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

5.3 Default. The following shall constitute events of a default under the Contract: (1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its

obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

**6. Compliance with Applicable Law:**

The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

**7. Conflict of Interest:**

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

**8. Certification of Tax Compliance**

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

**9. Non-Discrimination/Affirmative Action**

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

**10. Assignment:**

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

**11. Condition of Enforceability Against the Town:**

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

**12. Corporate Contractor:**

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is



executed by the Contractor. This Contract shall not be enforceable against the Town of Townsend unless and until the Contractor complies with this section.

13. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

14. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Townsend shall be individually or personally liable on any obligation of the Town under this Contract.

15. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct. The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

16. Insurance :

16.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

16.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

### 16.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Townsend as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 17. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

### 18. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

### 19. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

20. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

21. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

22. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

23. Conflict

Should any provision of this Addendum conflict in whole or in part with the terms and conditions of the Contract, the provisions hereof shall control.





## **WAIVER, RELEASE, AND INDEMNIFICATION**

### **AGREEMENT**

Effective, unless revoked in writing, INSERT CORPORATE NAME (the "Agency"), hereby consents to abide by the requirements of the Townsend Fire Department in exchange for its participation by its dispatchers, employees, agents, officers, or other affiliates (the "Participant") in allowing the Participant to accompany the Townsend Fire-EMS to observe its Fire and EMS operations (the "Program").

Effective, unless revoked in writing, the Participant hereby consents to abide by the requirements of the Townsend Fire Department in exchange for his/her participation the Program with the Townsend Fire-EMS.

#### **I) AGENCY RESPONSIBILITIES**

- A) The Agency shall ensure that each Participant be provided with, and execute, a copy of this Agreement.
- B) Failure of any Participant to adhere to any of the requirements set forth in Section III herein, may result in termination of this Agreement and refusal of the Townsend Fire-EMS to allow the Participant and other future participants to participate in the Program.

#### **II) WAIVER AND RELEASE**

- A) The Agency shall forever, release, indemnify, defend, and hold harmless the Town of Townsend and the Townsend Fire-EMS against any and all legal claims of any nature or kind whatsoever and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries, sustained by a Participant or any third party injuries or property damage resulting from the Participant's actions or participation in the Program.
- B) The Participant shall forever, release, indemnify, defend, and hold harmless the Town of Townsend and the Townsend Fire-EMS against any and all legal claims of any nature or kind whatsoever and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries, sustained by a Participant or any third party injuries or property damage resulting from the Participant's actions or participation in the Program.

#### **III) PARTICIPANT'S RESPONSIBILITIES**

##### ***A) Roles and Responsibilities***

- 1) The Participant shall review and agree to follow all department rules and

guidelines.

- 2) The Participant shall understand and acknowledge that observation time is strictly voluntary. The Town of Townsend and its Fire-EMS Department is under no obligation to provide compensation for individuals performing observation time.
- 3) The Participant shall understand and acknowledge that the Program is strictly limited to accompanying the Department and observing its operations. The Participant shall in no way involve him or herself in, participate in, or interfere with the activities of the Department in executing its duties.

***B) Safety***

- 1) The Participant shall follow all Department safety guidelines and policies at all times while observing operations, including the use of appropriate personal protective equipment, as necessary.
- 2) The Participant shall follow the direction of the Paramedic, Lead EMT, or Fire Officer present without argument or hesitation.

***C) Enforcement***

- 1) Failure to understand and follow this Standard Operating Guideline may result in revocation of permission to participate in the Program for continued observation.
- 2) Any deviation from this Standard Operating Guideline will require a written report to the Chief of Department or his/her designee.

***D) Standard Operating Guideline***

- 1) The Participant shall obtain approval from the Chief of Department and/or EMS Coordinator to participate in the Program.
- 2) The Participant:
  - a) Shall understand Department rules, regulations, guidelines;
  - b) Shall understand his/her role as only an observer;
  - c) Shall exhibit professional conduct at all times;
  - d) Shall exhibit professional appearance at all times;
  - e) Shall take direction, without hesitation or question, from the officer/ lead EMS provider on scene;
  - f) May be prevented from participation on a particular call at the discretion of

the officer/ lead EMS provider;

- g) Shall exhibit tactfulness and good judgment in presence of patients, their families, and bystanders;
  - h) Shall never interfere with the lead EMS provider's interview, assessment, or patient care; and
  - i) Shall maintain patient confidentiality at all times.
- 3) Participation shall be limited to one Participant at a time. Scheduling shall be on a first come first service basis. The Participant shall be the third person on the ambulance along with at least one Paramedic.

***E) Confidential Information.***

- 1) Confidential information will not be used or disclosed by the Participant in violation of applicable law, including but not limited to HIPPA; this Agreement; or the Privacy Act. The intent of this Agreement is to ensure that the Participant will use and access only the minimum amount of confidential information necessary to participate in the Program and will not disclose Confidential information outside his or her participation in the Program unless expressly authorized in writing to do so by the Townsend Fire Department. All Confidential information received (or which may be received in the future) by Participant will be held and treated by him or her as confidential and will not be disclosed in any manner whatsoever, in whole or in part, except as authorized by the Townsend Fire Department and will not be used other than in connection with the Program. The Participant specifically agrees that he or she will not, and will not allow anyone working on their behalf or affiliated with the Participant in any way, use any or all of the confidential information for any purpose. The Participant understands that violating the terms of this provision may, in the Townsend Fire Department's sole discretion, result in termination of the Program and/or legal action to prevent or recover damages for breach. Breach reporting is imperative and mandated hereby.
- 2) The Agency shall forever, release, indemnify, defend, and hold harmless the Town and the Townsend Fire Department from any and all claims relative to the disclosure of confidential information in violation of this Agreement.

**IV) MISCELLANEOUS**

- A) Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.
- B) Waiver. The obligations and conditions set forth in this Agreement may be waived only in writing signed by the party waiving such obligation or condition. Forbearance

or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

- C) No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to create any rights in any third parties.
- D) Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect unless to do so would result in either Party not receiving the benefit of its bargain.
- E) Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.
- F) Headings. The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
- G) Acknowledgement. The individuals signing below have full authority to do so by the entity on behalf of which they have signed.

The parties hereto further affirm that they have read this Consent and Release Form and that they understand the contents of this Form. They understand that the participation in the Program is voluntary. By signing this Form, they affirm that they have decided to participate and allow the participation of Participant with full knowledge that the Townsend Fire- EMS and the Town of Townsend will not be liable to anyone for personal injuries and property damage which they may suffer as a result of my voluntary participation in the program.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be duly executed as of the Execution Date set forth above.

---

*Authorized Signature for Agency*

---

*Print Name*

---

*Title*

---

*Date*

---

*Participant Signature*

---

*Print Name*

---

*Title*

---

*Date*



## Carolyn Smart

---

**From:** Leominster Tobacco Control Alliance <leominsterbohtca@hotmail.com>  
**Sent:** Thursday, September 12, 2019 5:20 PM  
**To:** Carla Walter; 'Carolyn Smart'  
**Cc:** 'Linda Johansen'  
**Subject:** Re: E-Cigarettes/Vaping

Hello:

I just want to let you know that effective Jan. 1 2019, e-product vaping use is prohibited anywhere the Massachusetts Smoke-free Workplace Law applies. Townsend restricted smoking in places above that state law. So I will be bring a draft regulation that will update the current BOH Regulation to extend vaping to those places.

I will also be bringing the most up to date report in regards to the investigative status of the public health alert regarding all the respiratory and deaths in the news linked to vaping. Federal and State agencies are moving quickly regrading these effects from vaping. There is reports that the Administration may ban all e-cigarette products in the US as we speak.

I will kept you posted.

Thanks.

Joan E. Hamlett, Director  
Boards of Health Tobacco Control Alliance  
193 Main St                      25 West St.  
Athol, MA 01331              Leominster, MA 0453  
Office: 978-249-4690      978-534-7533 press 1 for Health Dept.  
Cell: 978-660-4221      Fax:978-249-6758

---

**From:** Carla Walter <cwalter@townsend.ma.us>  
**Sent:** Thursday, September 12, 2019 11:52 AM  
**To:** 'Carolyn Smart' <csmart@townsend.ma.us>  
**Cc:** 'Leominster Tobacco Control Alliance' <leominsterbohtca@hotmail.com>; 'Linda Johansen' <linda.johansen88@gmail.com>  
**Subject:** RE: E-Cigarettes/Vaping

Hi Carolyn,

9/23 the BOH will be discussing their regulations.

Respectfully,  
Carla

**From:** Carolyn Smart [mailto:csmart@townsend.ma.us]  
**Sent:** Thursday, September 12, 2019 11:50 AM

To: 'Carla Walter' <cwalter@townsend.ma.us>

Subject: E-Cigarettes/Vaping

Hi Carla,

Has the Board of Health had any discussions on banning the use of E-cigarettes or vaping? The Selectmen want to have a discussion regarding it and I thought I'd check with you to see if the Board of Health has done any work on the issue.

Thank you

Carolyn Smart

Executive Assistant to the Town Administrator

Board of Selectmen's Office

272 Main Street, Townsend, MA 01469

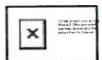
(978) 597-1700 ext 1719

[csmart@townsend.ma.us](mailto:csmart@townsend.ma.us)

[www.townsend.ma.us](http://www.townsend.ma.us)

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## Carolyn Smart

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**From:** Carolyn Smart <csmart@townsend.ma.us>  
**Sent:** Thursday, September 12, 2019 12:03 PM  
**To:** 'Carla Walter'  
**Subject:** RE: E-Cigarettes/Vaping

Thank you, I will let the Board know.

---

**From:** Carla Walter [mailto:cwalter@townsend.ma.us]  
**Sent:** Thursday, September 12, 2019 11:53 AM  
**To:** 'Carolyn Smart' <csmart@townsend.ma.us>  
**Cc:** 'Leominster Tobacco Control Alliance' <leominsterbohtca@hotmail.com>; 'Linda Johansen' <linda.johansen88@gmail.com>  
**Subject:** RE: E-Cigarettes/Vaping

Hi Carolyn,

9/23 the BOH will be discussing their regulations.

Respectfully,  
Carla

---

**From:** Carolyn Smart [mailto:csmart@townsend.ma.us]  
**Sent:** Thursday, September 12, 2019 11:50 AM  
**To:** 'Carla Walter' <cwalter@townsend.ma.us>  
**Subject:** E-Cigarettes/Vaping

Hi Carla,

Has the Board of Health had any discussions on banning the use of E-cigarettes or vaping? The Selectmen want to have a discussion regarding it and I thought I'd check with you to see if the Board of Health has done any work on the issue.

Thank you

Carolyn Smart  
Executive Assistant to the Town Administrator  
Board of Selectmen's Office  
272 Main Street, Townsend, MA 01469  
(978) 597-1700 ext 1719  
[csmart@townsend.ma.us](mailto:csmart@townsend.ma.us)  
[www.townsend.ma.us](http://www.townsend.ma.us)



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Sue:

An outright ban would probably run afoul of federal guidelines; but some communities have chosen to restrict the sale of flavored traditional tobacco and flavored e-cigarette products to adult-only establishments. At least one community has gone further, restricting the sale of menthol, wintergreen and mint products (which are generally considered unflavored). Several of these communities are facing ongoing litigation, however.

See <https://www.mma.org/retailers-sue-over-local-tobacco-and-e-cigarette-restrictions/>, an article from just 5 or 6 weeks ago.

I am happy to further discuss, if you'd like.





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

Sue Lisio, *Chairman*

Wayne Miller, *Vice-Chairman*

Don Klein, *Clerk*

James M. Kreidler, Jr.,  
*Town Administrator*

(978) 597-1701

SELECTMEN'S MEETING MINUTES FOR AUGUST 16, 2019 AT 09:45 A.M.  
ROOM 2, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

1.1 SL called the meeting to order at 9:45A.M.

Roll call vote taken showed: Chairman Sue Lisio (SL), Vice-Chairman Wayne Miller (WM) and Clerk Don Klein (DK).

1.2 Pledge of Allegiance

1.3 Chairman's Additions or Deletions.

II. EXECUTIVE SESSION:

2.1 WM moved to Executive Session pursuant to GL c. 30A, s. 21(a)(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel, RE: Police Chief. SL seconded. Roll call vote WM (YES) SL (YES) and DK (YES). SL amended and stated they would return to open session.

WM moved to adjourn from ES at 10:48AM DK seconded Roll call vote SL (YES) WM (YES) and DK (YES)

III. WORK SESSION - VOTES MAY BE TAKEN:

3.1 Collins Center Personnel System Meeting Preparation

SL discussed what the Board is looking for with the Collins Center. WM would like to know what the gaps are in the job descriptions. SL comprehensive goals expectations and evaluations. SL concerned with facilities coordinator job description. SL stated cleaning and maintenance go together. SL stated 80% of the job is everyday stuff, 20% of the job is scheduling a plumber or vendor, etc. SL stated you don't build a job description around 20% of the responsibilities. SL stated that job description in particular needs some work. SL stated the Board would be very involved in this process. DK facilities manager in Sterling was hands on and he had a crew to do day to day stuff so DK agreed with SL. SL stated she believed in any town, it would be hands on position.

3.2 Pavement Management Plan, discussion /vote RE: Educational Information and Timeline  
SL asked who would draft the brochures and samples from other communities. Mr. Kreidler will email to the Board members with some marketing information. Mr. Kreidler

felt it should be brief and should point to where the information is. SL and WM stated a marketing company should be contacted with a cost estimating for texts and email blasts. DK would like areas covered that folks voiced concern. Discussion included the costs associated with the plan and how much it will cost each tax payer. WM would like a public meeting at the senior center in an effort to reach out to the senior population. SL would like smaller power point that is specific to Townsend. Mr. Kreidler suggested the Board meet with the TBA. SL asked if the businesses will be sent the information.

DK moved to have TA get a marketing firm to draft a postcard and flyer. WM seconded. Unanimous vote.

The Board discussed some of the issues they heard in regards to the last election.

Questions being raised:

Money is being used for something else.

Who is managing the project and what is the ongoing maintenance.

Contingencies for additional work that may need to be done

How much is this going to cost us in terms of taxes

Timeline: The Board agreed much will depend on the marketing piece. DK would like the goal to be no later than October 15, 2019. Other discussion included: notifying the Town Clerk and putting it on September 3, 2019 to set the date for the election. The Board agreed they would like the election to be scheduled on a Saturday.

### 3.3 Town Administrator Position Description Discussion

SL likes the description from Princeton. The Board agreed the Collins Center should take the concerns and data and draft the job description.

## IV. ADJOURNMENT:

DK moved to adjourn at 11:17A.M. WM seconded, Unanimous vote.

Respectfully submitted by,

Carolyn Smart, Executive Assistant to the Town Administrator

*Voted to approve the meeting minutes for the meeting of August 16, 2019 by the Board of Selectmen this \_\_\_\_\_ day of \_\_\_\_\_, 2019.*

# **Nashoba Valley**

TECHNICAL SCHOOL DISTRICT

100 Littleton Road • Westford, Massachusetts 01886  
Telephone: 978.692.4711 • Fax: 978.392.0570 • [www.nashobatech.net](http://www.nashobatech.net)

**Dr. Denise P. Pigeon**  
*Superintendent*



September 9, 2019

Mr. James Kreidler, Jr., Town Administrator  
272 Main St., Upper Level  
Townsend, MA 01469

Dear Mr. Kreidler,

Nashoba Valley Technical School District is proud to share with you that we will be celebrating 50 years of excellence during our 2019 - 2020 school year. We look forward to sharing our excitement in reaching this milestone with our member district towns of Ayer, Chelmsford, Groton, Littleton, Pepperell, Townsend, Shirley, and Westford.

As part of Nashoba Tech's Celebration of 50 Years of Excellence during the 2019-2020 school year, we invite each town in the district to announce this important milestone within their respective communities. We would be honored to have your town's elected officials sign the attached Proclamation recognizing the collective achievements of the Nashoba Valley Technical School District and our member towns. We invite you to present this proclamation at a commemorative event being scheduled during the 2019-2020 school year.

A formal invitation is forthcoming, with the date and time of our celebration and the event details. In the meantime, we hope you will sign the attached Proclamation and help us to continue the proud tradition of implementing Nashoba Valley Technical High School's mission during our celebratory 50th year!

Sincerely,

A handwritten signature in cursive script that reads 'Denise Pigeon'.

Dr. Denise Pigeon  
Superintendent



*Serving the towns of Ayer, Chelmsford, Groton, Littleton, Pepperell, Shirley, Townsend, Westford*







**Nashoba Valley Technical School District  
Celebrating 50 Years of Excellence**



**Whereas** – Nashoba Valley Technical School District, which opened its doors to students in 1969, continues to proudly partner with our district member towns of Ayer, Chelmsford, Groton, Littleton, Pepperell, Shirley, Townsend and Westford to provide a public vocational technical education with a skills advantage; and

**Whereas-** Nashoba Valley Technical School District provides the highest quality academic and technical education possible to prepare our students for college and career paths leading to success in an ever-changing technological world; and

**Whereas** – Nashoba Valley Technical School District strives to promote citizenship through a safe and inclusive atmosphere encouraging a diverse population of students to become positive and productive members of the community; and

**Whereas** – Nashoba Valley Technical School District meets and exceeds the rising need for technical education at the high school and postgraduate levels, and continues to enhance and expand its curriculum to meet the needs of the ever changing workforce, to meet labor market demands, including courses in advanced manufacturing, dental assisting, design and visual communications, health assisting and veterinary education as well as engineering, robotics, biotechnical fields and programming and web development; and

**Whereas** – Nashoba Valley Technical School District continues to provide quality vocational education in traditional fields such as automotive technology and auto collision repair, carpentry, cosmetology, culinary, early childhood education, electrical, hospitality, plumbing, marketing, and television/theater arts; and

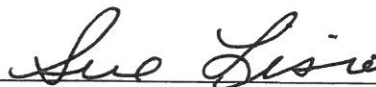

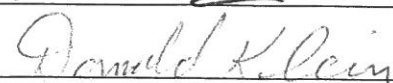
**Whereas** – Nashoba Valley Technical School District continues to partner with local business and industry as advisory members to enhance the planning and operations of our technical programs and the continued cooperative placement work based learning experiences for our students, creating future workforce pipelines; and

**Whereas**– Nashoba Valley Technical School District enhances technical education with rigorous academic preparedness, meeting or exceeding the guidelines set forth by the Commonwealth of Massachusetts; and formally designated as an early college high school by the Massachusetts Department of Education by providing students with the opportunity to earn college credits while enrolled;

**Now therefore**, let it be resolved that the town of Townsend, Massachusetts recognizes and celebrates 50 Years of Excellence at Nashoba Valley Technical High School during our 2019-2020 school year.

**IN WITNESS WHEREOF** I hereunto set my hand and cause the Seal of Townsend, Massachusetts to be herein affixed

Signed this 17th day of Sept 2019

Board of Selectmen



