



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

Wayne Miller, *Vice-Chairman*

Don Klein, *Clerk*

James M. Kreidler, Jr.,
Town Administrator

(978) 597-1701

SELECTMEN'S MEETING MINUTES FOR NOVEMBER 25, 2019 AT 6:00 P.M.
MEMORIAL HALL, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

I. PRELIMINARIES - VOTES MAY BE TAKEN:

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

Roll call vote taken showed 2 members present: Wayne Miller (WM) and Don Klein (DK)

1.2 Pledge of Allegiance

1.3 Announce the meeting is being tape recorded.

1.3 Chairman's Additions or Deletions.

1.4 Acknowledge the resignation of Chairman Sue Lisio.

The Board wished Ms. Lisio good luck with her future endeavors. The Board agreed to wait until the Annual Election in April to fill the seat.

1.4.1 Reorganize the Board

DL moved to not fill the position until April and to nominate Wayne Miller as the Chairman.

WM seconded and accepted the nomination. Unanimous vote. WM moved to make Don Klein as Vice-Chairman. DK seconded. Unanimous vote.

1.5 Public Comment Period - None.

II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:

2.1 6:05P.M. Joint Meeting with the Recreation Commissioners, RE: Appointments

The Recreation Director and Commissioners met with the Board:

2.1.1 DK moved to appoint Matthew Evans as a Recreation Commissioner effective November 25, 2019 until the next Annual Town Election. WM seconded. Unanimous vote.

2.1.2 DK moved to appoint Rachel Palmer as a Recreation Commissioner effective November 25, 2019 until the next Annual Town Election. WM seconded. Unanimous vote.

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

3.1 DK moved to appoint Haley Quinn to the position of Part-Time Library Tech contingent upon the passing of a medical exam and CORI check with a one-year probationary period. WM seconded. Unanimous vote.

3.2 DK moved to appoint Lynn Pinkerton as the Finance Committee Representative to the Audit Committee. WM seconded. Unanimous vote.

3.3 DK moved to appoint the following to TEMA (Townsend Emergency Management Agency for a term effective November 1, 2019 to June 30, 2022:

Amy Leonardo

Tom Whittier

Mary LeTourneau

Gary Busler

Thomas Moore
Joy Niemiera
Paul Upham
Carla Walter

Edward Snapp
Michelle Dold
Donna Fenton
Sandra Massalski

WM seconded. Unanimous vote.

- 3.4 DK moved to appoint Sue Lisio to be the Representative for the Board of Selectmen to the Charter Committee. WM seconded. DK amended the motion to represent the Selectmen. WM seconded. Unanimous vote.

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 4.1 Review/Approve/Sign the Engineering Services Water System Master Plan contract with Tighe & Bond in the amount of \$50,000.00

The Board reviewed the contract (see attached). DK moved to sign out of session the Engineering Services Water System Master Plan contract with Tighe & Bond in the amount of \$50,000.00. WM seconded. Unanimous vote.

- 4.2 Review/Approve/Sign the Massachusetts Water/Wastewater Agency Response Network (WARN) as submitted by the Water Department.

The Board reviewed the WARN agreement (see attached). DK moved to approve the Massachusetts Water/Wastewater Agency Response Network as submitted by the Water Department. WM seconded. Unanimous vote.

- 4.3 Discuss/Vote to close all nonessential offices to the public on November 28th & 29th.

DK moved to vote to close all nonessential offices to the public on November 28th & 29th, 2019. WM seconded. Unanimous vote.

- 4.4 Review/Discuss/Answer an Open Meeting Law Complaint.

The Board reviewed the complaint (see attached) Mr. Kreidler requested the Board allow him to draft a response and forward to Town Counsel for review. DK moved we have the Town Administrator draft a response to be sent to Counsel and the parties involved. WM seconded. Unanimous vote.

- 4.5 Discuss designating one member of the Board to sign the payroll and bills payable warrant.

Mr. Kreidler asked the Board to designate a member to sign the warrants when one of the Board members are out of Town. DK moved to designate DK to sign the bills payable and payroll warrants when the Chair is not available to sign. WM seconded. Unanimous vote.

- 4.6 Review/Discuss request for support letter, RE: Municipal Vulnerability Preparedness Planning Grant for FY20.

The Board reviewed the request for a support letter (see attached). WM asked Mr. Kreidler to invite the Planning Board to a meeting for additional discussion and understanding of the request and parameters of the grant.

- 4.7 DK moved to approve and sign outside of a meeting all 2020 renewals for liquor licenses contingent upon a valid certificate of inspection and receipt of required documentation and payment. WM seconded. Unanimous vote.
- 4.8 DK moved to approve and sign outside of a meeting all 2020 renewals for CLASS I, II, III licenses contingent upon the receipt of required documentation and payment. WM seconded. Unanimous vote.
- 4.9 DK moved to approve and sign outside of a meeting all 2020 renewals for Common Victualler licenses contingent upon receipt of the required documentation and payment. WM seconded. Unanimous vote.
- 4.10 DK moved to approve and sign outside of a session all 2020 renewals for Entertainment licenses contingent upon receipt of required documentation and payment. WM seconded. Unanimous vote.

V. WORK SESSION - VOTES MAY BE TAKEN:

5.1 Town Administrator updates and report.

- 1. Grant Administrator Position
Please the report.
- 2. Union Contract Negotiations Status
Mr. Kreidler asked if one of the Board members would like to participate in the contract negotiations for the groups that Ms. Liso represented. WM asked Mr. Kreidler to coordinate the meetings/negotiations so that one Board member is present.
- 3. Training Opportunities Update
Collins Center will hold the training for a set price vs per participate. Mr. Kreidler informed the Board many of the Department heads are interested.
- 4. Free Cash Certification/Year End Closing/Special Town Meeting
- 5. Road Plan Mailing/Q & A Session
- 6. Collins Center Wage and Classification/Job Description Project
- ~~7. IT/Phones~~
To be addressed at the next Board meeting.
- ~~8. Cable Access Update~~
To be addressed at the next Board meeting.
- 9. Police Chief Screening Committee Update
Mr. Kreidler asked the Board which 3 resident members will be appointed to the Screening Committee. WM tabled the discussion until the next meeting to allow for more time to discuss with the suggested resident appointees.
- 10. Interim positions status Water/Building/Facilities/BOH
- 11. Regionalization Opportunities
Ms. Liso requested the Board consider allowing her to continue her work with the Town Administrator on opportunities for regionalization. The Board agreed to have Ms. Liso continue her work on the project as a resident.
- 12. Call Center Update

13. Charter Review Status

14. Town Administrator Vacation Buyback

Mr. Kreidler requested the Board approve the vacation buy back as outlined in his contract. DK moved to allow the Town Administrator to buy back 10 vacation days. WM seconded. Unanimous vote.

Mr. Kreidler reviewed/read his report into the record addressing the above updates (please see attached).

5.2 Board of Selectmen announcements, updates, and reports.

DK explained he spoke with Chief Boynton regarding the MRPC report and the Chief expressed concern he has not received it. Mr. Kreidler explained MRPC has a draft report and will present to all when complete. WM informed DK he did attend the Eagle Scout ceremony and will read the proclamation at the next meeting.

5.3 Clerk of the Board announcements for events.

5.4 Board Correspondence.

WM stated he did receive correspondence asking if there will be a retirement party for Chief Bailey.

5.5 DK moved to approve the meeting minutes for September 3, 2019, September 17th and October 1, 2019. WM seconded. Unanimous vote.

5.6 DK moved to review and sign the payroll and bills payable warrants out of session. WM seconded. Unanimous vote.

VI OTHER BUSINESS ITEMS:

Mr. Kreidler requested the Board go into executive and state they will be going back into open session for execution and signature of the Fire Union contract.

VII: EXECUTIVE SESSION - VOTES MAY BE TAKEN:

DK moved to enter into executive session pursuant to GL c. 30A s. 21 (a) (3), to discuss strategy with respect to collective bargaining and the chair so declares, RE: All Unions and then to return to open session. WM seconded. Roll call vote: DK (YES) WM (YES)

The Board returned to open session. DK moved to execute the agreement with the International Association of Firefighters that will run from July 1, 2017 to July 1, 2020. WM seconded. Unanimous vote.

VIII. ADJOURNMENT:

DK moved to adjourn at 6:55P.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 November 25, 2019 by the Board of Selectmen this 6th day of January, 2020.



Office of the

272 Main Street, Townsend, Massachusetts 01469

Wayne Miller, *Vice-Chairman*

James M. Kreidler, Jr.,
Town Administrator

Don Klein, *Clerk*

(978) 597-1701

**AGENDA NOVEMBER 25, 2019 6:05 P.M.
SELECTMEN'S CHAMBERS, 272 MAIN STREET, TOWNSEND MA.**

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

THIS WILL BE SCHEDULED ON THE MEETING AGENDA OF THE BOARD OF SELECTMEN ON NOVEMBER 25, 2019.



Townsend Public Library

MEMORANDUM

TO: The Board of Selectmen

FROM: Stacy Schuttler, Library Director

DATE: November 15, 2019

We posted and advertised for the position of Part-Time Library Tech. We received 2 new applications for the position. We interviewed and chose a candidate. Haley Quinn 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 or by calling (978) 597-1714.

Carolyn Smart

From: Andrea Wood <andrea_wood1@verizon.net>
Sent: Monday, October 28, 2019 11:36 AM
To: James Kreidler; Kathy Spofford
Cc: Carolyn Smart; clerk
Subject: Fwd: Audit Committee appointment

Hi,

After reading the Policy regarding the Audit Committee more carefully, I realized that the memo I sent should have said that the Finance Committee voted to recommend Lynn Pinkerton as our representative for appointment to the Audit Committee instead of the one I sent (see below).

Thank you,

Andrea

----- Forwarded Message -----

Subject: Audit Committee appointment

Date: Fri, 25 Oct 2019 07:37:33 -0400

From: Andrea Wood <andrea_wood1@verizon.net>

To: James Kreidler <jkreidler@townsend.ma.us>, Kathy Spofford <kspofford@townsend.ma.us>

CC: Carolyn Smart <csmart@townsend.ma.us>, clerk <clerk@townsend.ma.us>

Good Morning,

The Finance Committee met last evening and appointed Lynn Pinkerton to be our representative to the Audit Committee.

Andrea Wood, Clerk



Virus-free. www.avast.com

Carolyn Smart

3.3

From: Shirley Coit <mamacoit@aol.com>
Sent: Wednesday, November 6, 2019 12:32 AM
To: Jim Kreidler; csmart@townsend.ma.us; Shirley Coit
Subject: Request for reappointment

Please reappoint the following people to TEMA for the term November 1, 2019-June 30, 2022:

Amy Leonardo
Mary Latourneau
Thomas Moore
Joy Niemiera
Paul Upham
Carla Walter
Tom Whittier
Gary Busler
Edward Snapp
Michele Dold
Donna Fenton
Sandra Massalski

Thank you, Shirley Coit Director, Townsend Emergency Management Agency Sent from my iPad



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

4.4

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Thomas Last Name: Whittier
Address: 194 Mason Rd
City: West Townsend State: MA Zip Code: 01474
Phone Number: 6178333956 Ext. _____
Email: tom@floriansafe.com
Organization or Media Affiliation (if any): NA

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☒ Individual ☐ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Townsend Board of Selectmen

Specific person(s), if any, you allege committed the violation: Sue Lisio, Wayne Miller, Don Klein

Date of alleged violation: 11/05/2019

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

During the scheduled Board of Selectmen's(BOS) meeting, Person(s) were appointed to an as yet posted or discussed Police Chief Screening Committee. The agenda stated Discussion, RE Police Chief Screening Committee however, given that person(s) were appointed that night and the committee had not been established or posted, it is obvious that prior discussion took place between BOS members.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

The committee should be established, a posting for volunteers should be publicly made and all volunteers given consideration based upon their position in the community as well as prior involvement with the Townsend Police Dept. in the past.

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 11-6-19

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:

Massachusetts Water/ Wastewater Agency Response Network (WARN)

AGREEMENT

This Agreement is made and entered into by Massachusetts water and wastewater provider agencies (in accordance with MGL c40, s. 4a), that have, by the execution of this Agreement, manifested their intent to participate in an Intrastate Water/Wastewater Agency Response Network (WARN).

ARTICLE I. PURPOSE

The mission of the signatories is to support and promote statewide emergency planning, preparedness, disaster response, and mutual assistance among water and wastewater utilities during emergencies.

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish the Massachusetts WARN. Through the Massachusetts WARN, Members coordinate response activities and share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate WARN.

ARTICLE II. DEFINITIONS

A. Emergency—Any event that is beyond the control of the services, personnel, equipment, and facilities of an individual member utility that signs the Massachusetts WARN and that is declared an emergency by the utility's chief municipal officer or equivalent.

B. Member—Any public Water or Wastewater Utility that manifests intent to participate in the Massachusetts WARN by becoming a signatory to this Agreement.

C. Authorized Official—An employee of a Member that is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.

D. Requesting Member—A Member who requests assistance under the Massachusetts WARN.

E. Assisting Member—A Member that responds to a request for assistance under the Massachusetts WARN.

F. Period of Assistance—A specified period of time when an Assisting Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart

from an Assisting Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. National Incident Management System (NIMS)—A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

ARTICLE III. COORDINATION

The Massachusetts WARN shall be administered through a Leadership Committee made up of authorized representatives designated by each Member.

The members shall annually elect a chair, vice-chair, and a secretary to assist in establishing plans and procedures. The Leadership Committee will provide planning and coordination before, during, and after an emergency. The Leadership Committee, under the leadership of the elected Chairperson, shall meet at least annually to address Massachusetts WARN issues and to review emergency preparedness and response procedures. A quorum shall be an absolute majority of its voting members. In addition to representing the interests of the Members, the Leadership Committee may include ex-officio, non-voting representatives from other agencies such as public health, public safety, and associations.

ARTICLE IV. PROCEDURES

In coordination with the Massachusetts Emergency Management Agency, the Leadership Committee shall develop operational and planning procedures for the Massachusetts WARN. These procedures shall be reviewed and/or updated at least annually.

ARTICLE V. REQUESTS FOR ASSISTANCE

Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain and update annually resource information made available by the utility for mutual aid and assistance response.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from participating Members. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official(s) of the participating Member(s). Specific protocols for requesting aid shall be developed by the Leadership Committee.

Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

Discretion of Assisting Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI.

RESPONDING MEMBER PERSONNEL

National Incident Management System: Operations shall be conducted using the National Incident Management System.

Control: Assisting Member personnel shall remain under the direction and control of the Assisting Member and their on-scene supervisor, who shall report to the Requesting Member using the principles of the Incident Command System. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Assisting Member(s).

Food and Shelter: The Requesting Member shall supply reasonable food and shelter for Assisting Member personnel. If the Requesting Member fails to provide food and shelter for assisting personnel, the Assisting Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the Assisting Member's per diem rates. The Requesting Member remains responsible for reimbursing the Assisting Member for all costs associated with providing food and shelter, if such resources are not provided.

Communication: The Requesting Member shall provide Assisting Member personnel with means of communication, as available.

Status: Unless otherwise provided by law, the Assisting Member's officers and employees retain the same privileges, immunities, rights, duties, permits, licenses, certificates, and benefits as provided in their respective jurisdictions.

Right to Withdraw: The Assisting Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible.

ARTICLE VII.

COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Assisting Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

Personnel: Assisting Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their current pay rate structure or employment contracts or other conditions of employment. The Assisting Member designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Assisting Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, indirect costs, overtime, travel expenses, food & shelter, and clothing. Note that these rates will vary from Member to Member.

Equipment: The Requesting Member shall reimburse the Assisting Member for the use of equipment during a specified Period of Assistance. At a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. The Assisting Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Assisting Member in a clean, damage-free condition. An Assisting Member may choose to waive any and all reimbursement fees.

Materials and Supplies: The Requesting Member must reimburse the Assisting Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Reusable supplies that are returned to the Assisting Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period: The Assisting Member must provide an itemized bill to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Assisting Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance.

ARTICLE VIII.

DISPUTES

Parties shall settle disputes via a court of competent jurisdiction in the superior court of the county of the Requesting Member's community. However, if all parties to a dispute agree in writing, they may opt to submit the dispute to an arbitration proceeding in accordance with the Rules of the American Arbitration Association.

ARTICLE IX.
WORKER'S COMPENSATION CLAIMS

Members are responsible for providing their own worker's compensation benefits and administering worker's compensation.

ARTICLE X.
NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XI.
EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representatives execute the agreement.

ARTICLE XII.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the Leadership Committee Chair. Withdrawal will take effect 60 days after the appropriate officials receive notice.

ARTICLE XIII.
MODIFICATION

No provision of this Agreement may be modified, altered, or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the agreement. Modifications require an absolute majority vote of the Members.

ARTICLE XIV.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity must have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

By: [Signature]
Title: Chairman
Michael MacEachern
Please Print Name

By: [Signature]
Title: Vice Chairman
Nathan Yattila
Please Print Name

By: [Signature]
Title: Clerk
Todd Melanson
Please Print Name

By: Donald E. Klein
Title: BOS Vice Chair
DONALD E. KLEIN
Please Print Name

By: [Signature]
Title: BOS Chair
WAYNE MELLER
Please Print Name

By: _____
Title: _____

Please Print Name

Date: 11/12/19

Utility Name and Address:

Townsend Water Department
540 Main St
West Townsend MA 01474

Contact Person: _____

E-mail: _____

Phone: _____

29-0354-4-035
October 29, 2019
Revised November 7, 2019

Rebecca McEnroe, Interim Superintendent
Townsend Water Department
540 Main Street
West Townsend, MA 01474

Re: **Proposal for Professional Engineering Services
Water System Master Plan**

Dear Becky:

Tighe & Bond is pleased to provide the Townsend Water Department (Water Department) with this proposal to complete a Water System Master Plan. It is our understanding that the previous Master Plan was completed approximately 25-years ago and is no longer representative of the needs of the Water Department.

Scope of Services

We have developed the following proposed Scope of Services that will assist the Water Department in developing a planning tool for the operation and management of the water system for the next twenty years.

Task 1: Kick-Off Meeting and Evaluation of Existing Facilities

Based on existing conditions and information made available by Water Department staff, Tighe & Bond will develop an inventory of the Water Department facilities and provide a description of the existing conditions and operation of the water system. This will include a description of the following:

- Water Supply Sources
- Storage facilities
- Pumping stations
- Water distribution system assets (piping, valves, hydrants, and meters)
- System operations
- Water quality
- Current water conservation and demand management practices

As part of this task, Tighe & Bond will conduct a Kick-Off meeting with the Water Department staff to discuss the goals and objectives for this study, interview key staff regarding the operation of the system, discuss our approach to the Scope of Work, and obtain up-to-date information including relevant reports and data.

With the assistance of Water Department staff, we will visit and document the condition of each facility and the operational parameters. We will visit the following:

1. **Well Pumping Stations:** Main Street, Cross Street, Harbor Trace, and Witch's Brook 1 and 2
2. **Booster Pumping Station:** West Meadow
3. **Storage Facilities:** Highland Street, and Fitchburg Road

Please note that these visits will not include completing comprehensive detailed condition assessments of the facilities.

Task 2: Develop Water Supply Requirements

We will develop the estimated water supply requirements for the Water Department utilizing historical water consumption records and project future water demand requirements for a 20-year (through 2038) planning period. We will evaluate the following:

- Population trends
 - Historical population
 - Population served
 - Future population for 20-year planning period (based on Mass DCR projections for Water Management Act permit and Town Census)
- Water Demand Trends
 - Historical trends in residential, commercial, industrial, public, and non-revenue water consumption (including use per service connection)
 - Historical maximum month and maximum day peaking factors
 - Consumption trends by category
 - Unaccounted for water historical data
 - Estimate future average day, maximum month, and maximum day demands for the planning period (based on population and proposed developments)
 - Distribution storage capacity and future storage needs
 - Compare actual demands for the system and updated demand projections from the previous Water System Master Plan (if applicable) and Mass DCR projections.

Task 3: Review Adequacy of Existing Supplies

Tighe & Bond will review the water supply capacity, adequacy, and quality based on information provided by the Water Department along with any recent water quality analysis. The goal of this task is to determine the adequacy of existing groundwater supplies to meet existing and future demands, Federal and State Drinking Water Regulations, and the Water Department's Water Management Act Permit.

Under this task, we will complete an evaluation of the following:

- Capacity of all five existing supplies
- Adequacy of existing supplies to meet existing and future (2038) demands
- Water quality of existing supplies
- Review proposed future water quality regulations, both Federal and State, to determine treatment facilities ability to meet regulations that may impact existing sources
- Confirm existing source status (active, inactive or emergency), source description data, and approved withdrawal amounts (registered and permitted)
- Review current Water Management Act Permit and potential impacts by projected water demands
- Review potential future sources of supply and interconnections with neighboring water systems

Task 4: Capital Improvement Plan

Tighe & Bond will prepare a Capital Improvement Plan (CIP) that will provide the Water Department with a plan to budget, fund, and implement improvements in a prioritized manner. The CIP will identify short and long-term capital improvement needs and budgets, priority of projects (high, medium, low), and a recommended schedule for project

implementation. In order to implement the capital improvements in an affordable, phased program, Tighe & Bond will prepare a Five-Year CIP. This plan will consider the Water Department's ability to fund the projects, impacts of grouping projects, grant funding, and bonding. Please note that this Task does not include an analysis of Water Department's rate structure to determine the adequacy to fund the CIP.

Deliverables: We will prepare a draft memorandum summarizing the proposed complete CIP and Five-Year CIP, table of projects, prioritization, schedule, and associated costs, and a map identifying location of proposed improvements. We will solicit Water Department staff input on the draft CIP and Five-Year CIP. Upon receipt of comments, we will revise the CIP accordingly for inclusion in the final Master Plan Report.

Task 5: Develop Water System Hydraulic Model

Tighe & Bond will use information available from the existing water distribution system mapping provided by the Water Department to develop and calibrate a hydraulic model. We will complete the following services under this task:

Model Development and Calibration

- Review system operations data, including source controls and tank operating data.
- Prepare water system data for integration with modeling software, including pipe characteristics, node elevations, allocation of demands, and development of diurnal demand patterns.
- Create a hydraulic model to include any large water mains (i.e. 4-inches or greater) from GIS mapping previously completed by Tighe & Bond. We will create the computer model using InfoWater software.
- Review any recent Insurance Services Organization (ISO) hydrant flow test data to determine adequacy for calibration.
- Calibrate model using existing ISO data and any other recent flow test information provided by the Water Department.
- Develop and implement a hydrant flow testing program to complete up to 10 additional flow tests to obtain supplemental data for use in calibrating the hydraulic model. We have included one day of hydrant flow testing to be conducted by one Tighe & Bond staff member with assistance by Water Department staff. We will provide flow measuring instrument and pressure gauges. We assume flow tests will be conducted during the day.

Update Model Demand Allocation

- Prepare diurnal demand patterns for use in extended period simulations based on operating data provided by the Water Department.
- Perform a storage capacity evaluation examining:
 - Unusable storage
 - Available emergency storage
 - Available equalization storage
- Provide updated/revised water system GIS layers to the Water Department. The overall intention is to create a model that will mirror the GIS system.

Hydraulic Analysis of Distribution System

- Perform system-wide analyses for existing and 20-year conditions (after improvements completed) for the following demand conditions:

- Average day
 - Maximum day
 - Peak hour
- Analyze distribution system pressures. In addition to high (>80 psi) and low (<35 psi) pressure, the system will also be analyzed for high pipe velocities (> 5 fps) and head losses (>10 ft/1,000 ft).
 - Identify system hydraulic deficiencies and vulnerable areas due to lack of redundancy.
 - Identify specific water main improvements to address transmission "bottlenecks", sections of pipeline that exhibit high head loss, as well as low fire flow, low pressure and other operating deficiencies.
 - Determine available fire flows at selected locations in the model under maximum day demands assuming sources of supply and pumps are operating and tanks are at the bottom of the normal operating range. Fire flows will be defined as the flow available at a residual pressure of 20 psi without reducing the pressure at any point in the distribution system below 20 psi.
 - Compare the results of flows from the model with the most recent fire flow report conducted by ISO in Town (if available).

Task 5: Prepare Report

Tighe & Bond will prepare draft Water System Master Plan report summarizing the results of the evaluations completed under Tasks 1 through 4. We will provide the Water Department with three hard copies of the draft report for review. We will meet with Water Department staff to present the results of the report and provide a summary of the recommendations.

Based on comments received from the Water Department, we will revise the report and prepare a Final Water System Master Plan Report. Tighe & Bond will provide three bound hard copies of the report and one electronic copy in .pdf format.

Exclusions

As a part of the hydraulic model task, we have not included development of a GIS layer that includes geo-referenced customer service locations and annual average water usage from the most recent available billing data. Therefore, demands to model nodes will be allocated equally throughout the model, rather than based on water usage.

Fee

Tighe & Bond will perform the services listed herein for a lump sum fee of **\$50,000** 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 agreement. The summary is presented to provide the Water Department with a better understanding of the how the fee budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Engineering Fee Summary

<u>Task</u>	<u>Description</u>	<u>Budget</u>
1	Kick-off Meeting/Evaluation of Existing Facilities	\$5,000
2	Develop Water Supply Requirements	\$3,500
3	Review Adequacy of Supplies	\$4,200
4	Capital Improvement Plan	\$4,300
5	Develop Water System Computer Model	\$18,000
6	Prepare Report	\$15,000
TOTAL FEE		\$50,000

Schedule

Tighe & Bond is prepared to begin work immediately on this study. We will complete the above listed services and provide a draft copy of the Water System Master Plan Report to the Water Department within four (4) months of receipt of authorization to proceed. This scheduled is weather dependent and assumes that hydrant flow tests can be conducted this year during favorable weather conditions.

Thank you for the opportunity to provide this proposal to develop an important planning tool for the Townsend Water Department. If this proposal is acceptable, please sign below and return one signed copy to our office. If you have any questions or need any additional information, please contact me or Lou Soracco at our office.

Very truly yours,

TIGHE & BOND, INC.



Thomas J. Mahanna, P.E.
Vice President
tjmahanna@tighebond.com

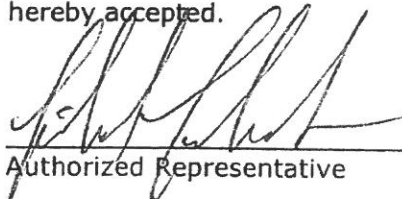


Louis A. Soracco, PE
Senior Project Manager
lasoracco@tighebond.com

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

11-12-19

Date

J:\T16554 Townsend Water Department\Proposal\Master Plan\Townsend Water Dept. Water System Master Plan Proposal (revised).doc

Board of Selectmen:

Sue Lisio, Chairman

Date

Wayne Miller, Vice Chairman

Date

Don Klein, Clerk

11-26-19
Date

SIGN
HERE

"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



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.,

(978) 597-1701

Town Administrator

SELECTMEN'S MEETING AGENDA FOR SEPTEMBER 3, 2019 AT 6:00 P.M.
SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

- I. PRELIMINARIES - VOTES MAY BE TAKEN:
 - 1.1 SL opened the meeting to order at 6:00 P.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 Announce the meeting is being tape recorded.
 - 1.3 Chairman's Additions or Deletions.
 - 1.4 Public Comment Period - No Comments
- II. MEETING BUSINESS - VOTES MAY BE TAKEN:
 - 2.1 Discussion/Vote to set date for the Special Town Election.
Kathy Spofford, Town Clerk was present to discuss date for the Special Town Election. SL would prefer a Saturday. October 19, 2019 from 8AM - 4PM. WM moves to hold the Special Town Election on October 19, 2019. DK seconded. Unanimous vote.
 - 2.1.1 Review/Discuss ideas for getting information out to the voters
Bulk mail and electronic mail will be used to distribute the pavement management plan brochure. Information will be added to the town website as well. Town meeting articles will be added to the town site. FAQ sheet and live tax calculator will be added. Events and opportunities will be added to the calendar.
 - 2.2 Review/Approve/Vote SOG #ADM 19-008, Awards Program for Fire-EMS Department.
WM moved to approve SOG #ADM 19-008. SL seconded. DK abstained.
 - 2.3 Review/Approve/Vote SOG #EMS16-006, EMS Continuous Service for Quality Improvement for the Fire-EMS Department.
DK moved to approve SOG #EMS16-006. WM seconded. Unanimous vote.
 - 2.4 Review/Approve/Vote SOG #EMS 19-007, Exposure Control Program for the Fire-EMS Department.
DK moved to approve SOG #EMS 19-007. WM seconded. Unanimous vote.
 - 2.5 Review/Approve/Vote/Sign a contract and 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.

- DK moved to approve and sign out of session, with the approval of town counsel, a contract and agreement addendum between Underwater Solutions, Inc., and the town of Townsend. WM seconded. Unanimous vote.
- 2.6 Review/Approve/Sign second reading of policy, #04-2019 Audit Committee.
DK moved to approve and sign out of secession policy #04-2019 Audit Committee. WM seconded. Unanimous vote.
- 2.7 ~~Review/Discuss/first reading of policy #05-2019 Contract Procedures~~
SL had some questions and would like to work on the policy. SL tabled until the next meeting.
- 2.8 Review/Approve/first reading of policy #06-2019 Weapons in Public Buildings
DK moved to accept policy #06-2019 with noted edits. WM seconded. Unanimous vote.
- 2.9 Review/Approve/first reading of policy #07-2019 Dogs in Public Buildings
Edited to include all animals, not just dogs.
DK moved to approve policy #07-2019 with noted changes. WM seconded. Unanimous.
- 2.10 ~~Review/Approve/first reading of policy #08-2019 Board of Selectmen Direct Report Evaluations~~
SL tabled for further discussion.
- 2.11 Review/Approve/first reading of edits to policy #16-18 Board of Selectmen Agenda Procedures
SL would like to add a section that would allow the Chair to make changes to the agenda.
DK moved to approve policy #16-18 Board of Selectmen Agenda Procedures with noted edits. WM seconded. Unanimous.
- 2.12 Authorize Chairman to sort and segregate policies in advance of Collins Center meeting
DK moved to authorize Chairman to sort and segregate policies in advance of Collins Center meeting. WM seconded. Unanimous vote.
- III. WORK SESSION – VOTES MAY BE TAKEN:
- 3.1 Town Administrator updates and report.
- 3.1.1 Recommendation for improving and streamlining the payroll process
Accountant and Treasurer recommend using Harpers option 1. (see attached) Electronic time sheets with clock in/out feature. Service fee of \$2.95 per active employee per month, 155 active employees, with a yearly expense of \$5,487. SL stated it would be implemented after the funds were approved at town meeting.
DK moved to support required action for time and attendance payroll system. WM seconded. Unanimous.
- 3.1.2 ~~Solar Net Metering Credit Update~~
- 3.1.3 Set date for work session with the Collins Center
The Board agreed to schedule for October 10, 2019
- 3.1.4 Green Communities Annual Report Assistance Grant
Received solicitation for grant opportunity. Townsend is designated a Green Community and we are required to file an annual report. MRPC has assisted in the past and would like to seek assistance for this year's report.
DK moved to authorize Town Administrator to seek the DOER grant for Green Communities report assistance. WM seconded. Unanimous.

- 3.2 Board of Selectmen announcements, updates, and reports.
SL: Expressed her condolences to Ed West's family.
- 3.3 ~~Clerk of the Board announcements for events.~~
None
- 3.4 ~~Board Correspondence.~~
None
- 3.5 Review/Approve the meeting minutes for August 5, 2019 and August 6, 2019
WM moved to approve the August 5, 2019 meeting minutes. DK abstain. Unanimous vote
DK moved to approve the August 6, 2019 meeting minutes. WM seconded. Unanimous.
- 3.6 Review and sign payroll and bills payable warrants.
DK moved to sign payroll and bills payable warrants out of session. WM seconded. Unanimous vote.
- IV: EXECUTIVE SESSION - VOTES MAY BE TAKEN:
- 4.1 DK moved to enter into executive session pursuant to GL c. 30A s. 21 (a) (3), to discuss with respect to collective bargaining or litigation position and the chair so declares, RE: All Unions and to adjourn from executive session. WM seconded. Roll Call vote: SL (YES) DK (YES) and WM (YES)
- 4.2 DK moved to enter executive session pursuant to GL c. 30A s. 21 (a) (2) to conduct strategy sessions in preparation of 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. Roll call vote: SL (YES), WM (YES), and DK (YES)

Voted to approve the meeting minutes for the meeting of September 3, 2019 by the Board of Selectmen this _____ day of _____, 2019.



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 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: 50th Anniversary.

DK read the proclamation as attached. DK moved to sign the proclamation for Nashoba Valley Technical School District regarding their 50th 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 _____ day of _____, 2019.



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

5.5

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

Wayne Miller, *Vice-Chairman*

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

SELECTMEN'S MEETING MINUTES FOR OCTOBER 1, 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 is being tape recorded.

1.3 Chairman's Additions or Deletions

1.4 Public Comment Period.

John Page requested the Highway Signs be programmed for the Charter Review Committee public forum.

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

2.1 DL moved to appoint Ronald James Petrucci as a full-time Firefighter/Paramedic for the Townsend Fire-EMS Department contingent upon the passing of a pre-employment medical exam, CORI check with a one-year probationary period. WM seconded. Unanimous vote.

III. MEETING BUSINESS - VOTES MAY BE TAKEN:

3.1 Discussion on Revocation, RE: One-Day Special License for the V.F.W. Post #6538

Mr. Kreidler explained the license was previously approved, however, the ABCC has since revoked the license. Mr. Kreidler explained there's talk about BYOB. The Board reviewed the regulations for BYOB. (see attached) Mr. Kreidler asked the Board to rescind the approve of the One-Day Special License. SL remarked the regulations only allow wine to be served with a meal. DK moved to rescind the one-day special license for the V.F.W. Post #6538. WM seconded. Unanimous vote.

3.2 Review/Approve/Sign Policy #05-2019 Contracts and Contract Procedures. (second reading)

The Board reviewed the policy as attached. Mr. Kreidler explained the highlighted areas are the comments the Board made at a prior meeting. DK moved to approve and sign outside of session policy#05-2019 Contracts and Contract Procedures second reading. WM seconded. Unanimous vote.

- 3.3 Discuss/Approve plaque writing for the former site of the West Village Female Seminary (West Townsend Fire Station)
Mr. Kreidler explained this was submitted by Alice Struthers and she wanted the Board to know it will be ordered. Mr. Kreidler explained to the Board there's no approval needed, relaying this is informational.
- 3.4 Review/Discuss, RE: Net Metering Credits and Energy Committee Recommendation
Mr. Kreidler reviewed email from Brent Carney of the Energy Committee (attached). Mr. Kreidler informed the Board of the concern that 11% was low and would need to be negotiated. Exploration of the other communities and there most recent percentage and would meet and renegotiate. Mr. Kreidler relayed to the Board and residents this would be for municipal use only. SL asked if the Energy Committee would be doing the contracting. Mr. Kreidler explained the Committee has asked him to negotiate the contract.
- 3.5 Review/Discuss, RE: Vegetation Management Plan
SL voiced concern regarding the vegetation plan as it's too close to our water supply. SL explained the Conservation Agent did send a questioning letter to Unitil and there's no response. SL explained she was concern with the trees on 119 that was approved by the State. Expressing concern that it backs up to our wetlands. Mr. Kreidler received an email from the Conservation Agent regarding Unitil response (see attached). The Board asked if a representative from Unitil and the Conservation Agent could be invited to a meeting prior to spraying.
- 3.6 Discussion, RE: Town Properties Committee appointment terms (potential change to bylaw)
Follow-up from the list of items that DK had from prior conversations/meetings. The Board reviewed the bylaw and agreed no changes are needed.
- 3.7 Discussion, RE: Governor Baker's E-cigarette and Vaping Ban
SL discussed the correspondence from the Tobacco Alliance outlining they will be inspecting for compliance along with the Nashoba Valley Board of Health. Mr. Kreidler explained the Tobacco Alliance doesn't have enforcement authority so Nashoba Valley Board of Health will accompany the Alliance during the inspections.
- 3.8 Discussion/Update RE: Pavement Project and Special Town Election
Mr. Kreidler explained the plan to move forward is 2 part, a vote from town meeting and a vote from an election. Mr. Kreidler stated he has been advised from Counsel the timeline for a prop 2.5 override debt exclusion vote has to be within 90 days of the Town Meeting. Mr. Kreidler asked the Board what path they'd like to move the issue forward. SL suggested the vote at town meeting would allow for all questions to answer prior to the election.

DK moved to rescind the vote to hold a special town election on October 19, 2019. WM seconded. Unanimous vote. Kathy Spofford, Town Clerk informed the Board we have a President Primary and voiced concerned with having an election in February, March, and

April. Ms. Spofford reminded the Board there will early voting, dog licensing and census, it will be difficult to have an additional election. Further discussion having the election at the annual election with a special town meeting in January. Mr. Kreidler informed the Board few cash may not be certified until January. The Board agreed to discuss at the next meeting.

- 3.9 ~~Review *first reading, RE: Direct report evaluations policy~~
SL tabled until the next meeting.

IV. WORK SESSION - VOTES MAY BE TAKEN:

4.1 Town Administrator updates and report.

4.1.1 Personnel Updates

4.1.1.1 Grant Administrator

Mr. Kreidler informed the Board a few resumes have been received, however, neither had the qualifications needed for the position. Mr. Kreidler has spoken with the Chair and a suggestion of trying to regionalize the Grant Writer position.

4.1.1.2 Collins Center comp/class plan & policies timeline

David Colton will be coming to meet with all the employees for an interview. There's a survey for the employees to complete prior to the interview. The personnel policies are being worked on, noting the proposal was for 6 months and we are a month in.

4.1.1.3 Union Contract Negotiation Status

Ground rules have been agreed to. Proposals are bring submitted from each of the AFSCME groups and due by the 9th of October. With the Fire union, DK informed the Board he filed a 23 (B) disclosure due to his son working for the Fire Department.

4.1.1.4 Training Opportunities-

- Collins Center-First Time Managers Training Jointly with Neighboring Communities
Collins Institute is willing to do the training and for about \$10,000.00 with each town participating it would be \$2,500.00.
- Jointly with Ashburnham- From Problem to Productive: Effective Management of Challenging Employee Situations

4.1.2 Financial Updates

4.1.2.1 Discussion/Update RE: Special Town Meeting & year end closing/free cash certification.

Mr. Kreidler explained 41 days of work has been lost do the computer issue. This has delayed the process of certifying free cash. The Board suggested finding another person that could help with the process.

4.1.2.2 Annual Ambulance Write-offs

The Board reviewed the write-off request from Chief Boynton. DK stated he worked on this and it should be done annually. Mr. Kreidler explained this is done annually, some are aging accounts thought to be collectible in previous years. DK moved to approve the write-off for uncollected ambulance receipts in the amount of \$117,745.77. WM seconded. Unanimous vote.

- 4.1.3 Project Updates
 - 4.1.3.1 IT/Phones
To be address in executive session
 - 4.1.3.2 Cable Extension
Town Counsel has sent a letter and will be updating the Board on the progress.
 - 4.1.3.3 Main Street Water Main Project
Mr. Kreidler informed the Board the project to back to being operational.
 - 4.1.3.4 HVAC issues at the library/senior center complex
SL tabled until the next meeting
 - 4.2 Miscellaneous Updates
 - 4.4.1 Water Department Contracts- Interim Superintendent and Tank Cleaning
Mr. Kreidler informed the Board all the contracts are have been completed.
 - 4.2 Board of Selectmen announcements, updates, and reports.
 - SL: **Charter Review Status**
The charter is being reviewed by Town Counsel and a public hearing has been set.
 - School Budget Discussion**
SL and Mr. Kreidler met with the School Superintendent to discuss preliminary budget sessions.
 - Housing Conference at Holy Cross**
SL and a member of the Housing Authority will be attending
 - Set Work Session Schedule**
The Board reviewed their schedule. The Board agreed to meet at 5:00P.M. on October 30, 2019 for a work session. SL would like to address the goals & objectives for the Town Administrator.
- Mr. Kreidler asked the Board to approve the permit for the Greg's run as required by the Police Chief. DK moved to approve the permit for Greg's run. WM seconded. Unanimous vote.
- 4.3 Clerk of the Board announcements for events.
 - Squannacook Rail Trail Volunteer Days Walk: DK read the announced regarding the volunteer days (please see attached)
 - DK apologized to Jim as he did not receive the message
 - 4.4 Board Correspondence
 - 4.5 DK moved to approve and sign payroll and bills payable warrants outside of the meeting. WM seconded. Unanimous vote.

V. EXECUTIVE SESSION - VOTES MAY BE TAKEN:

DK moved to enter into executive session pursuant to GL c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining position or litigating position and the chair so declares, RE: All Unions (Police, Fire-EMS, Supervisor, Clerical, and Highway/Water) and 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 and executive session pursuant to GL c. 30A, s. 21 (a)(4) To discuss the deployment of security personnel or devices, or strategies with respect thereto; IT systems and executive session pursuant to GL c. 30A Section 21 (a)(2)) - Strategy session in preparation for negotiations with nonunion personnel and contract negotiations with nonunion personnel - IT Director and to adjourn from executive session. The Chair declared. WM seconded. Roll call vote: SL (YES) WM (YES) DK (YES)

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

Voted to approve the meeting minutes for the meeting of October 1, 2019 by the Board of Selectmen this
_____day of _____,2019.

