



James M. Kreidler, Jr.
Town Administrator

OFFICE OF THE BOARD OF SELECTMEN

Wayne Miller, Chairman
Veronica Kell, Vice Chairman

SELECTMEN'S MEETING MEETINGS FOR NOVEMBER 17, 2020 AT 6:00 P.M.

Governor Baker declared a State of Emergency to respond to COVID-19 on March 10, 2020 and ordered a suspension of certain provisions of the Open Meeting Law M.G.L. c. 30A, s 20.

The Board of Selectmen closed the town offices, including boards and committee meetings consistent with the Governor's order, to public access to promote social distancing and reduce the spread of COVID-19.

Topic: Townsend Board of Selectmen Meeting November 17, 2020
Time: November 17, 2020 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87537053380?pwd=NElqcDM0akJ4QVJWUiszSIVKRzhQZz09>

Meeting ID: 875 3705 3380

Passcode: 515173

One tap mobile

+19292056099,,87537053380#,,,,,0#,,515173# US (New York)
+13017158592,,87537053380#,,,,,0#,,515173# US (Washington D.C.)

Dial by your location

+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington D.C.)
+1 312 626 6799 US (Chicago)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)

Meeting ID: 875 3705 3380

Passcode: 515173

Find your local number: <https://us02web.zoom.us/j/87537053380?pwd=NElqcDM0akJ4QVJWUiszSIVKRzhQZz09>

I. PRELIMINARIES – VOTES MAY BE TAKEN:

1.1 Call the meeting to order and roll call.

WM called the virtual meeting to order.

Roll call vote showed 2 members present: Wayne Miller, Chairman (WM) and Veronica Kell, Vice-Chairman (VK).

1.2 Pledge of Allegiance

1.3 WM announced the remote meeting is being tape recorded.

1.3 Chairman's Additions or Deletions.

WM moved to add a COVID-19 update.

1.4 Public Comment Period.

II. APPOINTMENTS AND HEARINGS – VOTES MAY BE TAKEN:
2.1 6:10P.M. Guardian, RE: IT systemwide status report

Brad Warren attended the meeting remotely.

VK questioned if the town had back-ups. Mr. Warren reviewed the report with the Board as submitted (see attached). Mr. Warren explained the security system that has been installed and the progress made to date to ensure the security of the systems. Mr. Warren further explained how the back-ups are currently working and he would be looking to replicate the data in another location, possibly the Library. WM relayed he was impressed with the progress that has been made. VK asked if the Water Department emails were taken care of. Mr. Warren explained how they were able to forward the emails to their new addresses, further relaying the separation of the network included the email. WM & KV thanked Mr. Warren for meeting with them and expressed their appreciation for the update.

2.2 6:30P.M. Kevin Paicos, NFP Insurance Consultant RE: potential regional joint health insurance purchase agreement

Mr. Paicos reviewed the power point presentation with the Board (see attached). Mr. Paicos explained the work he has been doing as a consultant for the Town, giving a background of his experience with other communities he is presently working with. Mr. Paicos explained Townsend is currently a member of MIIA and the various benefits and the cost co-pays/deductibles. Mr. Paicos shared what surrounding communities had for co-pays/deductibles. Additional discussion ensued of the different plans the GIC has and how that compares to Townsend. Mr. Paicos explained Pepperell, Dunstable, and potentially Templeton are interested in joining Townsend for collaborative purchasing and plan design. Mr. Paicos summarized the challenges with the small subscriber base and the difficulty in obtaining claims data. Since COVID-19 there has been significant drop in claims and data due to people staying home and putting off routine check-ups and other health care issues.

WM asked if the other Town have seen this presentation and if they are interested in joining with Townsend for plan design. WM asked what the cost would be.

VK asked what the timeline would be for commitment of the collaborative. VK relayed she would like a few weeks to think on the collaboration as there may be more questions. VK to ask the employees for their feedback and any potential questions they may have. VK inquired if employees would need to change Doctors. VK inquired if Townsend has been a client of NFP what has happened in the past with health insurance renewals.

The Board will discuss at their first meeting in December to review the agreement to allow for enough time to put the bids together and get it out to the marketplace by the end of January.

III. APPOINTMENTS OF OFFICIALS/PERSONNEL – VOTES MAY BE TAKEN:
3.1 Discuss/Update, RE: Audit Committee Appointments

Mr. Kreidler explained VK wished to have the posting updated to include the duties of the Committee and outlining the Committee picks the auditing firm. Mr. Kreidler informed the Board no volunteer response forms have been received.

3.2 VK moved to appoint Kevin Smith as the at-large member to the Town Properties Committee effective November 17, 2020 to June 30, 2021. WM seconded. Unanimous vote.

3.3 Appoint Stephen Damato as a Constable in the town of Townsend for a term effective November 2, 2020 to June 30, 2022 contingent upon written approval and authorization by the Police Chief, Jay Sartell and the submittal of a Constable Bond to be filed with the Treasurer.

Jay Sartell, Police Chief explained he would need additional time to complete the background check. VK asked if there is a policy in place for appointing Constables. VK would like to discuss a policy regarding the appointment. WM tabled to a future meeting.

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

4.1 Authorize the Town Administrator, James M. Kreidler to sign the contract for Town Common Sidewalks.

The Board reviewed the contract as submitted (see attached). Mr. Kreidler informed the Board the Cemetery & Parks Commissioners did approve. WM asked when the project might start relaying his concern of the cold weather. Mr. Kreidler explained why the appropriation was made noting the grant was received from the State.

VK moved to approve and sign the contract out of session. WM seconded. Unanimous vote.

4.2 Authorize the Town Administrator, James M. Kreidler to sign the agreement for website redesign.

Mr. Kreidler relayed civicplus is just waiting for the agreement to be signed and will reach out to VK to work together on the redesign (see attached proposal).

VK moved to sign the contract for civicplus out of session for the agreement for website design. WM seconded. Unanimous vote.

4.3 Discussion, RE: Winter Shared Streets and Spaces Grant Application process.

VK would like to apply and inquired if Weston & Sampson would be available to contribute/assist with the new application. Mr. Kreidler relayed they would be helping to put the new application together. VK suggested a skating rink either at the Common or the Spaulding field and some additional signage and sidewalks in the application. VK commented maps of the various locations in town like Howard Park and other conservation areas could be included.

*WM lost internet connection; a recess was called. Mr. Kreidler updated WM on the conversation regarding the application.

4.4 Discussion, RE: License Agreement for Senior Center

The Board received advice from Town Counsel regarding the agreement. VK to share the responses from her questions with Town Counsel and will forward to Mr. Kreidler. VK to review the track changes in the license (please see attached). VK suggested changes to the language and will forward to Mr. Kreidler for review. The Board table until the next meeting.

4.5 Discussion, RE: 97 Main Street

VK would like to draft policies & procedures for future acknowledgement by the Selectmen of pending tax title properties prior to going to land court. VK asked if the 21E study has been done on the property. VK reviewed the brownfield team information with the Board. Mr. Kreidler reviewed the history of the property and read the Land Use Coordinator study and notes in the file (please see attached). VK asked Mr. Kreidler to forward the emails regarding 97 Main Street to the Board.

Mr. Joe Shank commented on the history of the property.

WM would like to table until the 21E Study is complete and then to discuss what the next step would be.

4.6 Discussion, RE: South Row Road donation parcel

VK inquired into the status/update of the property. VK would like to vote to accept the property. VK commented the Planning Board did comment on the property, however, the Conservation Commission needs additional time to research. VK asked Mr. Kreidler to reach out to the Attorney and ask if the property is still available. Mr. Kreidler commented the acceptance would need to go to Town Meeting, further explaining the Conservation Commission does have the authority to accept without Town Meeting. WM asked Mr. Kreidler to reach out to the Attorney and the Conservation Commission and bring back the information at the next meeting.

4.7 Discussion, RE: CvRF Round 2 Application Status Report

Mr. Kreidler informed the Board the application was submitted. The affordable housing trust would like an increase from \$40,000 to \$100,000. Mr. Kreidler explained the funds are available under the allotment for Townsend. Mr. Kreidler seeking permission from the Board to update the application for the increase in funds. The Board agreed to submit the updated application.

4.8 Acknowledgment/Commendation Certificates: Police Officers, Jeffrey Giles & Michael Marchand.

VK read the letter submitted by Jay Sartell, Police Chief into the record (see attached). WM read the recognition certificates for Police Officers, Michael Marchand and Jeffrey Giles to be signed outside of the meeting.

4.9 Review/Approve a memorandum of understanding with Franklin Pierce University as submitted by the Police Chief.

Jay Sartell, Police Chief explained what the MOU is and how it would benefit the town's employees (please see attached). VK asked if Town Counsel has reviewed or what the process would be to approve. VK asked for clarification if it would apply to Board and Committee members. Mr. Kreidler suggesting approving the MOU subject to review by Town Counsel.

VK moved to approve the memorandum of understanding with Franklin Pierce University as submitted by the Police Chief after review by Town Counsel. WM seconded. Unanimous vote.

4.10 Discuss/Answer an open meeting law complaint.

Mr. Kreidler reviewed the Open Meeting Law Complaint as submitted by Joan Savoy with the Board (see attached). Mr. Kreidler read a draft response to the Open Meeting Law Complaint. (see attached). VK asked for clarification as to how the Board reviews minutes and submits changes WM explained the minutes are sent out a few days before a meeting for review /changes or comments. The Board agreed with the response as written.

4.11 Discussion, RE: 2020 tree hunt on town owned property.

The Board reviewed the request submitted by Karen Clement regarding Christmas tree hunt on town own property, noting it is similar to what Chelmsford does (see attached). Mr. Kreidler read the email from Ms. Clement into the record. WM asked that all COVID restrictions be followed. VK inquired if this should be reviewed by the Town Properties Committee. Mr. Kreidler commented the Board could vote to approve the request pending the review of relevant Boards or Committees.

VK moved to approve the 2020 tree hunt on any properties that are town properties contingent on the managing departments or Board of Committee agreeing to allow access to the property. WM seconded Unanimous vote. VK asked Ms. Clement to forward a list to Mr. Kreidler of the properties to be used for the tree hunt.

4.12 Review/Approve/Sign the contract for the purchase of a 2012 Braun Ambulance as submitted by the Fire-EMS Chief, Mark Boynton.

The Board reviewed the contract/purchase agreement (see attached). Mr. Kreidler explained the lease terms for a total amount of \$292,990.00 divided into three annual payments of \$100,558.20 at interest of 2.99%. please add under 4.12 after 2.99% - "This purchase was approved by Capital Planning and by Town Meeting." Also, under 5.4, in the sentence VK inquired if the mandatory referral was sent to the Planning Board, change "to" to "from" so that it reads "mandatory referral was sent **from** the Planning Board". Also, Add the sentence "JK will update Jim Hamel, COA chair, on status." after license agreement in last sentence.

*Note: VK did not have the agreement in her meeting packet.

VK moved to execute the lease agreement with Community Leasing Partners for the base amount of \$292,990.00 with a total cost of \$301,674.60 and sign out of session. WM seconded. Unanimous vote.

V. WORK SESSION - VOTES MAY BE TAKEN:

5.1 Town Administrator updates and report.

An employee of Townsend has tested positive and all protocols set forth by the Board were followed. The Board of Health is conducting contact tracing with the employee. Mr. Kreidler informed the Board the Town Hall was closed and cleaned/disinfected. VK would like all employees in other buildings to be notified if there is a positive case. VK suggested the Board look into temperature testing before anyone enters the building.

5.2 Board of Selectmen announcements, updates, and reports.

Selectman Kell- Budget Process Discussion

Mr. Kreidler briefly explained the budget policy, noting how the revenues and expenditures are estimated.

- 5.3 Clerk of the Board announcements for events. (none)
- 5.4 Reports from Board liaisons. (none)
- VK informed WM she attended the Planning Board meeting. VK inquired if the mandatory referral was sent from the Planning Board.
- VK relayed the Council on Aging was inquiring into the status of the license agreement.
- Mr. Kreidler will update Jim Hamel, COA Chair, on status.

- 5.5 The Board moved to review and sign the bills payable warrant out of session. WM seconded. Unanimous vote.

VI. EXECUTIVE SESSION - VOTES MAY BE TAKEN:

- 6.1 Executive Session pursuant to GL c. 30A, s. 21(a)(3) To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel; Generally, a public body must identify the specific non-union personnel or collective bargaining unit with which it is negotiating before entering into executive session under Purpose 2. A public body may withhold the identity of the non-union personnel or bargaining unit if publicly disclosing that information would compromise the purpose for which the executive session was called. While we generally defer to public bodies' assessment of whether the inclusion of such details would compromise the purpose for an executive session, a public body must be able to demonstrate a reasonable basis for that claim if challenged., RE: Fire Union

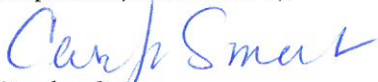
The Board tabled the executive session to a future meeting.

VII. ADJOURNMENT:

VK moved to adjourn at 8:33P.M. WM seconded. Unanimous vote.

For a detailed discussion please click the link: <https://youtu.be/MUpyn84DlZ8>

Respectfully submitted by,



Carolyn Smart

Executive Assistant to the Town Administrator

Minutes for November 17, 2020 approved at the meeting of the Board of Selectmen held on 2-16, ~~2020~~ 2021

September 1, 2020

Dunstable, Pepperell, Townsend NFP Meeting

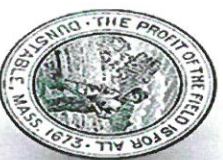
JPA Exploration

2.2



Dunstable/Pepperell/Townsend

Considerations for Strategic Partnership
And Creation of a Joint Purchase Arrangement (JPA)



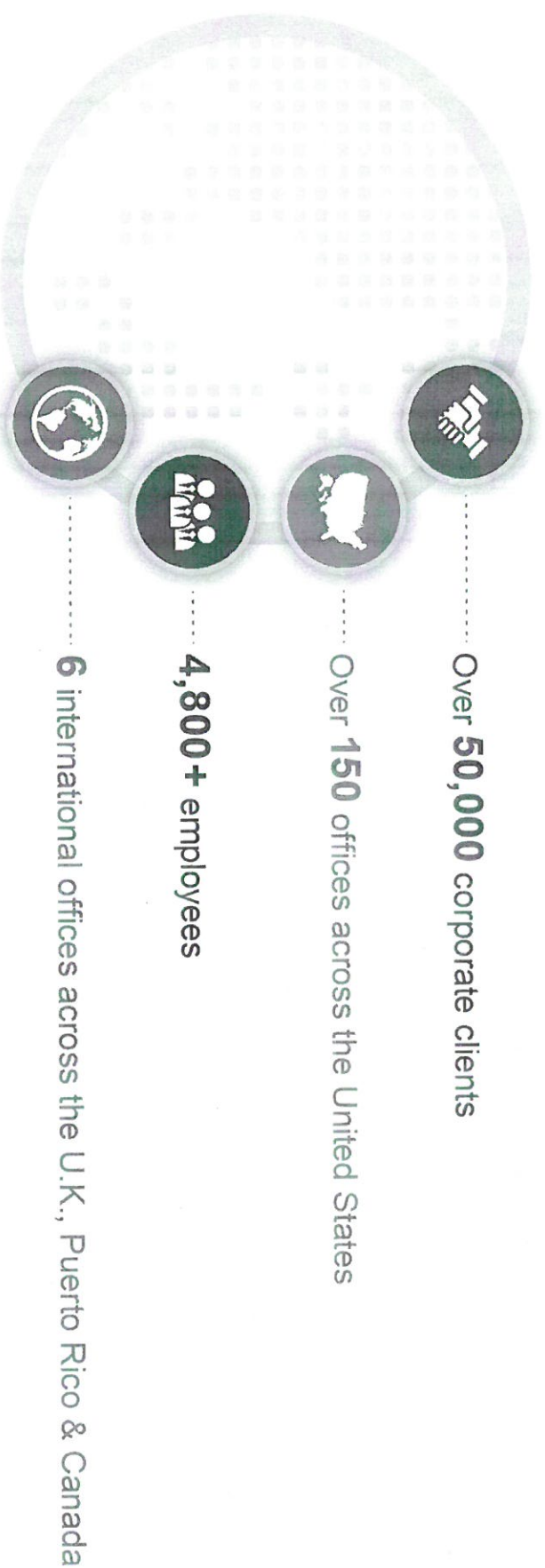
Town of
Dunstable
Massachusetts



Who is NFP?

(National Financial Partners)

We are a leading insurance broker and consultant that provides employee benefits, property & casualty, retirement, and individual insurance and wealth management solutions. With unparalleled industry knowledge and a personal commitment to each client's goals, we make the complex simple, creating solutions that are direct and results-driven.



We Are Municipal Experts!

- Over 400 Clients in Mass. Alone
- Over 100 Municipal Clients and Growing!
 - Advisor to 4 JPA's
- Clients in this Area: Townsend, Dunstable, Ashburnham, Westminster, Templeton, Ashburnham/Westminster RSD, Pepperell

Experts With All Municipal Employee benefits

- Health Insurance
 - Life Insurance
- (Mass. Statutory and Supplemental)
- Dental Insurance
 - Vision Insurance
 - LTD/STD
- Long-term Care Insurance

The Current Situation

Dunstable – MIIA member, has BCBS Benchmark plan
with \$500/\$1,000 deductibles.

Townsend – MIIA member, has legacy plan
with no deductibles and low co-pays.

Pepperell – Minuteman/Nashoba JPA member, has Tufts HMO,
Fallon HMO/PPO, and HPHC HMO all with
\$300/\$900 deductible.

Dunstable/Townsend/Pepperell

Plan Design Comparison

Service Type	Town of Dunstable 7/1 Renewal		Town of Townsend 7/1 Renewal				Town of Pepperell 6/1 Renewal			
Medical Plan Benefits	MHA HMO Blue NE	MHA Blue Care Elect 500 PRO	MHA HMO Blue Benchmark 1	MHA Blue Care Elect Benchmark 1 PRO	THP Advantage HMO	FCBP Select / Direct Plans	HRHC HMO			
Routine Well Care	\$0 - Covered in Full	\$0 - Covered in Full	\$0 - Covered in Full	\$0 - Covered in Full	\$0 - Covered in Full	\$0 - Covered in Full	\$0 - Covered in Full			
Office Visit: PCP / Specialist	\$20 PCP / \$20 Specialist	\$20 PCP / \$20 Specialist	\$20 PCP / \$35 Specialist	\$20 PCP / \$35 Specialist	\$20 / \$45 Copay only	\$20 / \$45 Copay only	\$20 / \$45 Copay only			
Deductible	\$500 / \$1,000	\$500 / \$1,000	N/A	N/A	\$300/ \$500	\$300/ \$500	\$300/ \$900			
Out-of-Pocket Maximum	Medical: \$2,500 / \$5,000 Rx: \$1,000 / \$2,000	Medical: \$2,500 / \$5,000 Rx: \$1,000 / \$2,000	Medical: \$2,500 / \$5,000 Rx: \$1,000 / \$2,000	Medical: \$2,500 / \$5,000 Rx: \$1,000 / \$2,000	\$2,000/ \$4,000	\$2,000/ \$4,000	\$2,000 / \$4,000			
Concurrence	N/A	20% Out-of-Network	N/A	20% Out-of-Network	N/A	N/A	N/A			
Emergency Room	\$75 Copay	\$75 Copay	\$100 Copay	\$100 Copay	\$100 Copay after Deductible	\$100 Copay after Deductible	\$100 Copay after Deductible			
IN-PT Hospital Admission	Deductible	Deductible	\$300 General Hospital \$700 High Cost Share	\$300 General Hospital \$700 High Cost Share	\$500 Copay after Deductible	\$500 Copay after Deductible	\$500 Copay after Deductible			
Out-Patient Surgery	Deductible	Deductible	\$150 Copay	\$150 Copay	\$250 Copay after Deductible	\$250 Copay after Deductible	\$250 Copay after Deductible			
Lab & X-rays	Deductible	Deductible	Covered in Full	Covered in Full	CIF after Deductible	CIF after Deductible	CIF after Deductible			
CAT Scans, MRI, PET Scans	Deductible	Deductible	\$100 Copay	\$100 Copay	\$100 Copay after Deductible	\$100 Copay after Deductible	\$100 Copay after Deductible			
Rx - 30 Day Retail 90 Day Mail Order Delivery	\$10 / \$20 / \$35 \$20 / \$40 / \$70	\$10 / \$20 / \$35 \$20 / \$40 / \$70	\$10 / \$20 / \$35 \$20 / \$40 / \$70	\$10 / \$20 / \$35 \$20 / \$40 / \$70	\$10 / \$30 / \$65 \$25 / \$75 / \$165	\$10 / \$30 / \$65 \$25 / \$75 / \$165	\$10 / \$30 / \$65 \$25 / \$75 / \$165			
Current Enrollment	Single 4 Family 12	Single 2 Family 2	Single 14 Family 28	Single 1 Family 3	Single 24 Family 16	Single (S) 6 Family (S) 15 Single (D) 2 Family (D) 1	Single 1 Family 9			
Current Rates	Single \$773.16 Family \$2,079.82	Single \$832.31 Family \$2,238.91	Single \$910.10 Family \$2,366.06	Single \$1,010.21 Family \$2,626.32	Single \$873.00 Family \$2,370.00	Single (S) \$749.00 Family (S) \$1,999.00 Single (D) \$697.00 Family (D) \$1,865.00	Single \$940.00 Family \$2,471.00			

Senior Plan Design Comparison

Senior Plan Renewals - Effective January 1, 2020

(Plan comparison reflects general services, refer to plan summaries for complete details)

	Town of Pepperell					
	Town of Dunstable	Town of Townsend				
	MIIA BCBS Medex 2	MIIA BCBS Medex 2	Tufts Medicare Pref. Supp w/ PDP	Tufts Medicare Pref. HMO	Fallon Medicare Plus Premier	Fallon Medicare Plus Central
Deductible:	None	None	None	\$300	None	None
Lifetime Max:	None	None	None	None	None	None
Max out of pocket:	None	None	None	None	None	None
In-Patient Hospital	Covered in Full	Covered in Full	Covered in Full	CIF After Ded.	\$250 Copay	\$250 Copay
Skilled Nursing Facility	CIF - 100 days	CIF - 100 days	CIF 100 Days	CIF 100 Days	\$20 / Day 1-10	\$20 / Day 1-10
Ambulatory Surgery	Covered in Full	Covered in Full	Covered in Full	\$50 Copay	\$125 Copay	\$125 Copay
PCP / Specialist Office Visits	Covered in Full	Covered in Full	\$10 / \$10 Copay	\$10 / \$15 Copay	\$15 / \$25 Copay	\$15 / \$25 Copay
High-Tech Imaging	Covered in Full	Covered in Full	Covered in Full	Covered in Full	Covered in Full	Covered in Full
Emergency Room	Covered in Full	Covered in Full	\$50 Copay	\$50 Copay	\$75 Copay	\$75 Copay
Rx co-pays: (Retail) - 30 Days	\$10 \$20 \$35	\$10 \$20 \$35	\$10 \$20 \$35	\$10 \$25 \$50	\$10 \$30 \$65	\$10 \$30 \$65
Rx co-pays: (MOD) - 90 Days	\$20 \$40 \$70	\$20 \$40 \$70	\$20 \$40 \$70	\$20 \$50 \$100	\$20 \$60 \$163	\$20 \$60 \$163
Individual	Individual	Individual	Individual	Individual	Individual	Individual
	\$561.61	\$350.94	\$430.00	\$327.00	\$298.00	\$228.00

*Town does not contribute to plan

The Challenges

Dunstable – Small subscriber base, under 100, cannot access competitive Marketplace due to inability to obtain claims data.

Townsend – Small subscriber base, under 100, cannot access competitive Marketplace due to inability to obtain claims data;
has legacy plan with no deductibles and high future premiums.

Pepperell – Small subscriber base, under 100, cannot access competitive Marketplace due to inability to obtain claims data.

The Challenges

- All three communities cannot obtain claims data.
- All three communities cannot access the highly competitive marketplace.
- All three communities are “captives” of their respective groups.
- All three communities are in groups that are closer to Boston and likely have higher health care costs than do Dunstable, Townsend and Pepperell.
- Lack of long-term stability
- Inability to consider most cost-effective finance method – self-insuring w/ stop-loss protection.

How Does a JPA Provide Issue Resolution?

- Lack of Full Claims Data – *carrier policy is to provide full claims data only to plans with over 100 subscribers.*
- Inability to Access Competitive Marketplace – *lack of full claims data, loss ratios and high cost claims prevents carriers from issuing competitive quotations (despite this, Fallon offered Townsend a -10% renewal quote for 7/1/20).*
- Lack of Long-Term Stability – *small towns insuring alone to resolve above issues is inherently risky with potential for extreme rate fluctuation*

How Does a JPA Provide Issue Resolution? cont'd

- Potential Unfair \$ Support for Current Partners (MNHG/MIIA) – *based on the limited claims info we have accessed as well as rates received, it is possible that each town is paying more than claims would strictly require; this may be less the case with MNHG and more the case with MIIA (Boston orientation).*
- Inability to Take Full Advantage of “Geographic Bias” – *medical procedure costs are lower with further distance from Urban centers esp. Boston; this is esp. true of Townsend/Dunstable.*

Advantages of a Regional JPA

- Allows access to full claims data
- Allows access to all aspects of competitive marketplace
- Allows full advantage of geographic bias = lower rates
 - Allows long-term stability
- Keeps plan design decision making local
- Full claims data allows analysis of where health \$ are spent and opportunities for savings!

Advantages of a Regional JPA cont'd

- Allows plan design changes to be easier
- Allows higher level of knowledge by decision makers
 - Facilitates employee communication
- Allows for safe, self-insuring option with full savings potential

The Suggested Plan

- Form a new JPA with Townsend, Dunstable, Pepperell, and possibly one or more of the regional school districts, and possibly other towns.
- Initial goal is a JPA with over 100 subscribers.
- Eventual goal is a JPA with 500-1,000 subscribers.
- In our experience with the carrier marketplace, its likely Fallon, as well as others, would be interested in competing to administer/underwrite the new JPA if formed.
- Issue a full RFP for health/dental benefits for an effective date of 7/1/21.
- Expect MILLA to respond with an aggressive quote.
- Hope Fallon, BCBS and or HPHC will also respond.
- Each JPA member will be no worse off than if they remained "status quo" but the group could end-up with a significantly reduced premium quotation.

Summary – Favorable Factors

- Dunstable and Pepperell plan designs relatively similar
- Current rates likely allow great flexibility with self-funded finance option to close plan design gaps
- Could form the JPA and just stay with MILLA next year with a single or two-teared rate (one for Dun./Pepp. and one for Townsend)
- Participation of one regional school likely makes all options better
- Possible favorable Fallon response also makes all options better
- Senior plans are very similar
- The JPA option with an RFP offers status quo benefits with potential for significant gains
- Allows consideration of self-insuring if underwriting suggests bids are not low enough.



STATEMENT

In accordance with
M.G.L. Chapter 41, Section 91B

3.3

We, the following five reputable citizens of the City/Town of

Townsend, one of whom is an attorney-at-law, do state that
Stephen D'Amato, is a person of good repute and moral character
and qualified to hold said appointment as Constable in the Town of Townsend.

Signed by:

1. Edward Snapp Edward Snapp
3- Southway E. W. Townsend, MA
2. Janet M. Wesson Janet Wesson
3 Jonathan Ln W. Townsend, MA
3. Joe O'Brien Joe O'Brien
5 JONATHAN LANE W. TOWNSEND, MA
4. Joe O'Brien Joe O'Brien
4 Jonathan Ln. W. Townsend, MA.

Attorney At Law

5. Scott A. Cathrop SCOTT A. CATHROP, 176 FITCHBURG RD.,
TOWNSEND, MA

Date: 10-16-20

Stephen A. D'Amato
7 Jonathan Lane
West Townsend, MA 01474
(781) 526-3221
Stevedamato1@gmail.com

October 5, 2020

To The Honorable Board of Selectmen, Police Chief, and Town Administrator
Town of Townsend | Town Hall
272 Main Street
Townsend, MA 01469

Re: Constable Appointment

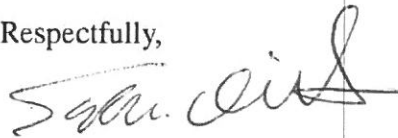
Dear Town Leaders,

Please accept this letter accompanied by a copy of my resume, and application for appointment as request for your consideration.

I am a resident of the town seeking appointment as constable to serve civil process. I currently work full time as a Trial Court Officer in the Chelsea Court and previously served as both a deputy sheriff in Suffolk County, as well as a Constable in numerous Massachusetts municipalities. I have over 14 years experience in the legal system and have a strong understand of the modern day role of a constable. Additionally, I understand my conduct as constable is not just a reflection of myself, but the Town of Townsend. With your consent and approval, I will provide the people of Townsend, court litigants, and the public with another professional, reliable, and modern day option to navigate the legal system.

In conclusion, I'm confident I will serve you well should you choose to appoint me and look forward to hearing from you soon.

Respectfully,

A handwritten signature in black ink, appearing to read "Stephen A. D'Amato", written over a horizontal line.

Stephen A. D'Amato

STEPHEN A. D'AMATO

7 Jonathan Lane
West Townsend, MA 01474
Tel. (781) 526-3221
Stevedamato1@gmail.com

Professional Experience

Commonwealth of Massachusetts, Trial Court, Chelsea Division
Court Officer (2016 to Present)

Special Designation as Field Training Officer (2018 to Present)

Summary of Duties: Responsible for public safety and security in and around court, responsible for the care custody and control of detainees held in court lock up, acting as bailiff in courtroom, exercising police powers when appropriate, responding to medical emergencies, and mitigating any emergency situation in and around the courthouse. Additional responsibilities: Field Training Officer for the department training new court officers

Snider & D'Amato Constables, Civil Process Office
July 2013 to May 2016

Summary of Duties: Co-Owner and Partner of a large professional civil process firm in Malden. Responsible for the service of court process such as summonses, subpoenas, civil arrest warrants, and eviction matters. Appointed as constable in the cities of Malden, Everett, Revere, Chelsea, Lynn, and Saugus, MA.

Town of Winthrop, Harbormaster Department
Deputy Harbormaster/ Special Police Officer (2007 to Present)

Summary of Duties: Responsible for public safety and security of Winthrop waterways and facilities, enforcing the boating laws and town bylaws, issuing citations to violators, filing applications for criminal complaints, responding to all emergency calls for service in and around Winthrop waters, managing town landing facility, and operating the state funded pump out boat. Served as court prosecutor for the department from 2013 to 2016. Serve as internal department instructor for report writing, citations, and town bylaws. Currently serve as department social media and website administrator.

Suffolk County Sheriff's Department, Civil Enforcement Unit
Deputy Sheriff (2009 to 2013)

Promotion to Lead Enforcement Deputy (2011 to 2013)

Summary of Duties: Responsible for overseeing the department's civil enforcement unit, scheduling and effecting warrant arrests, evictions, seizures of assets and property, serving court summonses, filing applications for criminal complaints, testifying in court, and managing overall caseload of the office. Supervised three part time officers.

Awards & Special Recognitions

MPTC First Responder Lifesaving Award
Municipal Police Training Committee
Bentley University, Waltham, MA | June 16, 2018

Education

Massachusetts Court Officer Academy (400 hours, 8 weeks)

Massachusetts State Police Academy
New Braintree, MA (2016)

Reserve/ Intermittent Police Academy

Municipal Police Training Committee
North East Regional Police Institute
Reading, MA (2012)

Deputy Sheriff Academy

Suffolk County Sheriff's Department
Chelsea, MA (2009)

Certificate - Emergency Medical Technician

When Seconds Count, Inc.
Salem, MA (2012)

Certifications & Licenses

- License to Carry Firearms (LTC) No Restrictions, Class A, Large Capacity
- Boating Under the Influence Enforcement and Detection Officer (NASBLA & Mass. Environmental Police)
- MPTC First Responder Certified and Current
- CPR/AED (Healthcare Provider Level) Certified and Current through MPTC
- Massachusetts Notary Public
- Class D Massachusetts Drivers License

Skills

- Strong knowledge of Criminal and Civil Court Procedure
- Strong de-escalation abilities
- Extensive customer service experience
- Ability to mitigate high stress situations effectively
- Strong interpersonal communications abilities
- Strong report writer
- Strong knowledge of substance abuse issues, treatment, legal options, and community support groups
- Extensive experience working with a diverse and multi cultural population
- Experience and involvement in high stress and large scale incident response and mitigation
- Involvement in numerous search and rescue (SAR) incidents in and around Boston Harbor
- Eleven years of experience in public safety and law enforcement

Volunteer Work

- Assistant Coach, Winthrop Little League Baseball



OF TOWNSEND
N FOR APPOINTMENT
ONSTABLE

Honorable Board of Selectmen:

I, Stephen DiAmato of 7 Jonathan Lane,
Name Street Address
W. Townsend, Massachusetts 01474
City/Town Zip

in accordance with the Massachusetts General Laws, Chapter 41, Section 91B, hereby
apply for an appointment as a constable within the Town of Townsend for the following
reason (s):

To serve process within the Town of
Townsend.

If appointed, I will produce a Constable Bond as required by Massachusetts General
Laws Chapter 41, Section 92. Upon approval by the Board of Selectmen, said bond will
be filed with the Office of the Town Clerk.

Respectfully submitted;

Stephen DiAmato

10-5-20
Date

Police Chief Recommendation

I, the Chief of Police, having received this application for appointment or reappointment as a Constable and having, at the request of the Selectmen, investigated the reputation and character of the applicant and his or her fitness as a Constable, all as provide by MGL Chapter 41 section 91B, recommend that this application be:

_____approved _____denied

Signature:

Date:



Townsend Police Department

MEMORANDUM

DATE ISSUED: 11/12/2020

NUMBER: N/A

To: James Kreidler
From: Chief James Sartell
Subject: Franklin Pierce University Tuition Agreement
Date: November 12, 2020
No.: N/A

I am pleased to inform you of an opportunity for the Town of Townsend to enter into an agreement with Franklin Pierce University in nearby Ringe, New Hampshire. The university is seeking a partnership with the Town of Townsend that would allow all Townsend employees and their immediate family members a 20% discount off their online tuition rates. There is no cost to the town and the only obligation is that the town advise our employees about the benefit. Please find the attached flyer that provides an overview of the discount and the programs of study offered by Franklin Pierce University.

I have attached the Memorandum of Understanding for your review and look forward to the opportunity to discuss the merits of our inclusion in this program should you desire.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Agreement**”) is entered into as of this December 1, 2020 (“**Effective Date**”), by and between Franklin Pierce University a New Hampshire not-for-profit organization, located at 40 University Drive, Rindge, New Hampshire 03461 (“**FPU**”), and The Town of Townsend a municipality, located at 272 Main St, Townsend, MA 01469 and referred to herein as “Town of Townsend” (“**Partner name**”)

WHEREAS, FPU is a private university that offers undergraduate and graduate degree programs to students from all over the world.

WHEREAS, TOWN OF TOWNSEND is a Massachusetts Municipality with employees that could benefit from the educational programs offered by FPU.

WHEREAS, FPU and TOWN OF TOWNSEND desire to enter into this Agreement pursuant to which FPU will provide certain educational discounts to the organization’s employees and client employees in consideration for certain publicity, advertising and marketing opportunities that organization will provide to FPU.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, FPU and TOWN OF TOWNSEND hereby agree as follows:

1. **Benefits to FPU.** This Agreement provides the following benefits to FPU:

1.1 *Public Announcement.* FPU may publicly announce the partnership between FPU and TOWNSEND MUNICIPALITY, which public announcement will communicate to prospective students and the public some or all of the TOWN OF TOWNSEND educational and other programs offered by FPU and the potential benefits to students that attend FPU.

1.2 *Outreach.* FPU may conduct outreach to prospective students within TOWN OF TOWNSEND facilities and on TOWN OF TOWNSEND property, with such outreach including, informational webinars, posting of flyers, and other activities to be determined by FPU. TOWN OF TOWNSEND will have the right to grant or withhold its consent to FPU’s proposed outreach activities, provided that TOWN OF TOWNSEND will not unreasonably withhold its consent to any such activities.

1.3 *Press Release.* FPU and TOWN OF TOWNSEND will issue a joint press release announcing the partnership between the parties. The timing and content of the press release shall be mutually approved by both parties.

1.4 *Public Relations Activities.* FPU may conduct certain public relations activities designed to increase public awareness and promote the benefits of the partnership between FPU and TOWNSEND MUNICIPALITY. TOWN OF TOWNSEND will have the right to grant or withhold its consent to FPU’s proposed public relations activities, provided that TOWN OF TOWNSEND will not unreasonably withhold its consent to any such activities.

1.5 *Informational Sessions to the Public.* TOWN OF TOWNSEND will, from time-to-time and at FPU’s reasonable request, grant FPU the right to hold informational sessions regarding FPU programs for prospective students on TOWNSEND MUNICIPALITY-owned property. The timing and location(s) of such informational sessions will be at the discretion of TOWNSEND MUNICIPALITY, provided that TOWN OF TOWNSEND will not unreasonably withhold its consent to any date, time or location requested by FPU.

1.6 *Informational Sessions to TOWN OF TOWNSEND Employees.* FPU may provide marketing materials and informational sessions regarding FPU programs to TOWN OF TOWNSEND employees in TOWN OF TOWNSEND offices and at its facilities. Distribution of the marketing materials and the timing and location(s) of such informational sessions will be at the discretion of TOWNSEND MUNICIPALITY, provided that TOWN OF TOWNSEND will not unreasonably withhold its consent to the distribution of any marketing materials provided by FPU, or any date, time or location requested by FPU for any informational session proposed to be provided to TOWN OF TOWNSEND employees.

2. **Benefits to TOWNSEND MUNICIPALITY.** This Agreement provides the following benefits to TOWNSEND MUNICIPALITY:

2.1 *Benefits Generally.* In consideration for TOWN OF TOWNSEND agreement to the terms set forth in Section 1 above, FPU will offer a tuition discount to TOWN OF TOWNSEND employees, immediate family of employees (immediate family members to include spouse and children up to the age of 26) as set forth below. Any such discount will apply only to TOWN OF TOWNSEND employees, immediate family of employees that are students matriculated in any online undergraduate program of study or any Master of Business Administration, Master of Education or Master of Science in Nursing or Master of Science in Accounting program of study. The Master of Physician Assistant Studies program, the Doctorate in Physical Therapy and MEPN program are specifically excluded from this agreement.

2.2 *Tuition Discounted-Partnership Pricing.* An employee or immediate family member enrolled in an eligible FPU online degree program will receive twenty percent (20%) off of his/her tuition for that catalog year's tuition rate ("**Tuition Discounted- Partnership Pricing**"). In order to receive the Tuition discounted- partnership pricing, the applicable employee/student must make Satisfactory Academic Progress to continue in the program. The applicable employee must maintain an aggregate grade point average at FPU of at least 2.0 for undergraduate degrees and a 3.0 for graduate degrees to maintain discount eligibility. The Tuition Discounted Partnership Pricing may not be used in conjunction with any other promotions or awards offered by FPU and has no monetary or other value other than as a credit against FPU tuition. It is the sole responsibility of TOWN OF TOWNSEND employees and immediate family members to identify himself/herself as an employee of TOWN OF TOWNSEND at the time of enrollment in order to receive the Tuition Discounted Partnership Pricing.

2.3 *Certifications.* Employees of TOWN OF TOWNSEND that have specific job-related certifications or training may apply through FPU's Prior Learning Assessment process for FPU credits. Any such credits will be awarded at the sole discretion of FPU.

2.4 *Ancillary Benefits.* In addition to on-site instruction for groups of ten or more students enrolled in the same class, and online, hybrid and classroom instructed courses, FPU may provide free of charge, in sole discretion, certain on-site training, professional development, and speakers from FPU faculty and personnel.

2.5 *Designated Contact.* FPU will provide a local FPU representative as TOWN OF TOWNSEND primary point of contact for all matters relating to this Agreement.

3. **Term and Termination.**

3.1 *Term of Agreement.* This Agreement will commence on the Effective Date and will automatically renew for each successive one-year period (each, a "**Renewal Term**"), unless either party provides the other with written notice of its intention not to renew this Agreement at least fourteen days

prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are referred to herein collectively as the "**Term.**"

3.2 *Termination of Agreement.* Either party may terminate this Agreement at any time, with or without cause, by providing the other party with at least fourteen days' prior written notice of termination.

3.3 *Effect of Termination.* Any employee of TOWN OF TOWNSEND that begins a degree program at FPU during the Term of this Agreement will remain eligible to receive the applicable discount notwithstanding termination of this Agreement, provided that he/she is (i) otherwise eligible to receive the discount in accordance with Section 2 above, and (ii) still an employee of organization at the time he/she seeks the applicable discount.

4. **Miscellaneous.**

4.1 *Governing Law.* The substantive laws of the State of New Hampshire shall in all respects govern this Agreement as though this Agreement was entered into, and was to be entirely performed within, the State of New Hampshire, without regard to its conflicts of law provisions.

4.2 *Modification.* The terms and conditions of this Agreement may be modified, amended, supplemented or otherwise changed only by a written instrument (excluding e-mail or similar electronic transmissions) that is executed by a duly authorized representative of each party.

4.3 *Severability.* If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

4.4 *Complete Understanding.* This Agreement constitutes the complete understanding of the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous agreements, discussions, negotiations, promises, proposals, representations and understandings (whether written or oral) between the parties, with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Memorandum of Understanding as of the Effective Date designated above.

Franklin Pierce University

TOWN OF TOWNSEND

By: _____

Name: Heather LaDue

Title: Executive Director of

Professional Programs & Partnerships

By: 

Name: James M. Kredler, Jr.

Title: Town Administrator

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Franklin Pierce University

TOWN OF TOWNSEND

By: _____

By: _____

Name: Heather LaDue

Name: _____

Title: Executive Director of

Title: _____

Professional Programs & Partnerships

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:****Product:**

Q-12161-1

10/1/2020 12:44 PM

12/30/2020

CivicCMS

Client:

Townsend MA - CivicCMS

Bill To:

Townsend MA - CivicCMS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Braxtyn Wheeler	x	wheeler@civicplus.com		Net 30

CivicCMS - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Drupal 7 Redesign	Drupal Website Redesign	One-time

List Price - Year 1 Total	USD 10,000.00
Total Investment - Year 1	USD 6,000.00
Annual Recurring Services - Year 2	USD 0.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Townsend MA - CivicCMS Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone**Emergency Contact & Mobile Phone****Emergency Contact & Mobile Phone****Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

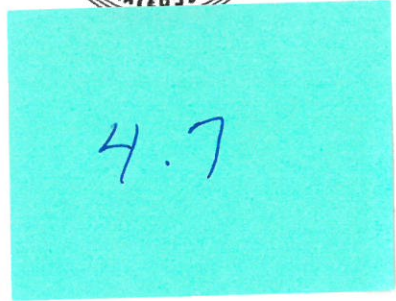
Fax



JAMES P. SARTELL
CHIEF OF POLICE

TOWNSEND POLICE DEPARTMENT

70 BROOKLINE STREET
TOWNSEND, MASSACHUSETTS 01469
PHONE (978) 597-6214
FAX (978) 597-2176



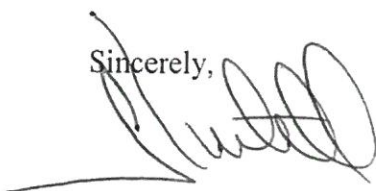
DATE: November 9, 2020
TO: Townsend Board of Selectmen
FROM: James P. Sartell
Chief of Police
RE: Formal Letters of Commendation/Life Saving Awards

On Friday evening October 30, 2020 Officers Jeffrey Giles and Michael Marchand responded to a reported motor vehicle crash. Upon arrival however, the officers discovered an unresponsive 52 year old man who was in cardiac arrest. The officers took quick action to administer CPR and utilize an AED to care for the subject until TFD Paramedics arrived. The actions taken immediately upon their arrival were described by medical personnel as "high performance, high quality" care. I am happy to report that the man survived this cardiac arrest incident.

I am extremely proud of these officers and consider myself fortunate to work with men and women of their caliber. Their actions are a true testament to their commitment to training and to serve and help others, even in the most difficult and stressful of circumstances.

As the Chief of Police for the Townsend Police Department, it is my honor to commend these officers for their exemplary actions on the date of October 30, 2020; actions that reflect great credit upon themselves, the Townsend Police Department, and the Town of Townsend.

Sincerely,



James P. Sartell
Chief of Police

CC: Personnel files



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

RE

BOARD

4.10

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely. Sign and date the second page. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, by email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address the allegations in the complaint. At the same time, the body must send the Attorney General a copy of the complaint and a copy of the response. The public body may delegate this responsibility to an individual member of the public body, its counsel, or a staff member, but only after the public body has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, by email, or by hand, but only once you have waited for 30 days after filing the complaint with the public body. Mail may be sent to: The Division of Open Government, Office of the Attorney General, One Ashburton Place - 20th Floor, Boston, MA 02108. Emails may be sent to: openmeeting@state.ma.us.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by email at openmeeting@state.ma.us.



OPEN MEETING LAW COMPLAINT FORM

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

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: Joan Last Name: Savoy

Address: 35 Adams Road

City: Townsend State: MA Zip Code: 01469

Phone Number: (617)833-3937 Ext. _____

Email: savoyjoan@gmail.com

Organization or Media Affiliation (if any): n/a

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 MA Board of Selectmen

Specific person(s), if any, you allege committed the violation: James Kreidler, Town Administrator

Date of alleged violation: 09/01/19 to 8/30/20

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.

The Townsend, MA Board of Selectmen (BOS) and the Town Administrator, James Kreidler, are in violation of the Open Meeting Law.

It is the responsibility of the Town Administrator to make BOS meeting minutes available to the public "in a timely manner." Many Executive Session and/or Public Meeting minutes are not currently available.

The BOS Executive Session minutes from 06/09/20 and 06/23/20 are not available to the public. Additionally, the Town Administrator has not made available any Public Meeting minutes since June 30, 2020.

The MA Open Meeting Law (OML) states: "Meeting minutes must be created and approved in a timely manner. A 'timely manner' will generally be considered to be within the next three public body meetings or within 30 days, whichever is later, unless the public body can show good cause for further delay. The Attorney General encourages public bodies to approve minutes at the next meeting whenever possible."

Additionally, as per Executive Session minutes the OML states: "Executive session minutes must be approved in a timely manner, just like open session minutes. Executive session minutes may be withheld from disclosure "as long as publication may defeat the lawful purposes of the executive session, but no longer." G.L. c. 30A, § 22(f). If a public body reviews confidential portions of executive session minutes in open session, it may risk publicly disclosing confidential information. For this reason, a public body may decide to designate the chair or another individual to review and approve executive session minutes, or it may review the minutes together in executive session...."

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 Townsend Town Administrator, James Kreidler, must release the Board of Selectmen Executive Session meeting minutes from the 06/09/20 and 06/23/20 sessions. Additionally, he must release all BOS Public Meeting minutes since the June 30, 2020 meeting.

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: 10-22-20

For Use By Public Body

Date Received by Public Body:

For Use By AGO

Date Received by AGO:

Carolyn Smart

Just an
FYI

From: Window, Kashena <windowk@unitil.com>
Sent: Monday, November 9, 2020 8:06 AM
To: Window, Kashena
Cc: Ulban, Jacklyn; DiNapoli, John
Subject: Unitil's (Virtual) MA 2020 Gas Emergency Preparedness & Response Coordination Meeting
Attachments: Gas Municipal Presentation MA 2020.pdf

Hello there,

In preparation for our Virtual Municipal Meeting today (Monday November 9th at 8:30 AM), we would like to share the following information. Please let me know if you have any questions.

Meeting Presentation

- Attached is a pdf of the presentation in case there are any technical/security issues and you are not able to see it.

Joining the Meeting

Use the following link to join the webinar (with computer audio)

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/5599892891>

Should security issues exist, you can still dial into the meeting/discussion via Telephone and follow along:

US: +1(470)8692200

Meeting ID: 559 989 2891

Additional Resources:

- Most information discussed at this meeting can also be found on our dedicated Municipal Website:

Go to: <https://unitil.com/our-community/municipalities>

Use the Municipal Login: username (*muniuser*) / password (*muni0987*)

Once logged in, click on the *MA Gas Documents* link on the left navigation to access the ERP, Town Distribution Maps, Contacts and more.

- Also check out our [Gas Safety page on Unitil.com](#) for more safety information and videos

Thank you and we look forward to speaking with you today!

Kashena Window

Emergency Planning Specialist, Business Resiliency & Compliance




6 Liberty Lane West Rd. Hampton, NH 03842

(o)603-773-6423 (m)603-770-9697



Can RNG help your community reduce emissions and become carbon neutral?

Absolutely. The adoption of RNG operates under the three central concepts of any strong conservation plan:

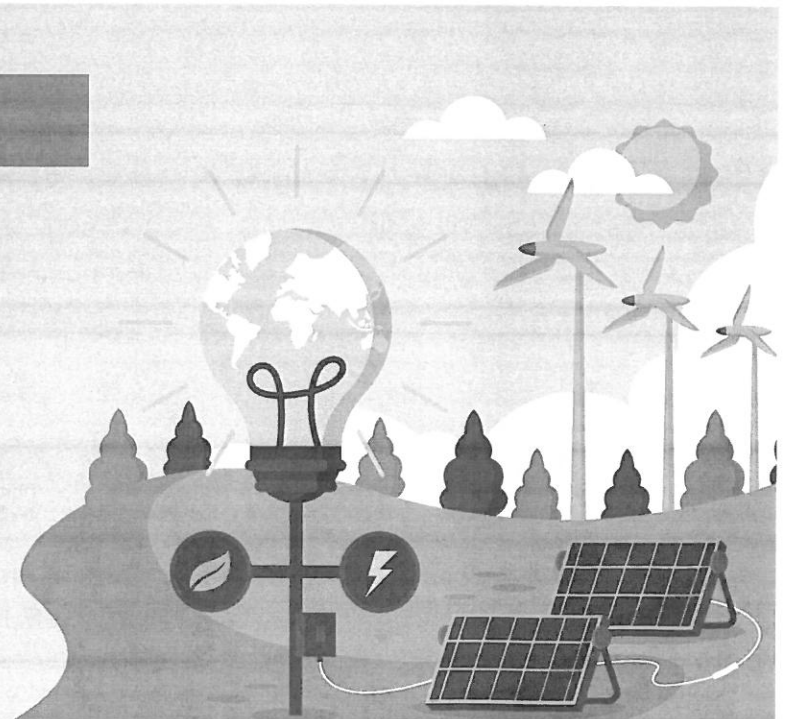
-  **Reduce:** RNG adoption reduces the need for fossil fuels, lowering emissions.
-  **Reuse:** RNG allows for the continued use of existing gas pipeline infrastructure and not only takes advantage of investments already made for the community, but allows for more rapid adoption through existing connections to the pipeline system.
-  **Recycle:** RNG creates an alternative use for high emission wastes created by other sectors, including agriculture and waste management. By capturing and re-purposing these gases that would otherwise be released to atmosphere, RNG is not just carbon neutral, but carbon negative for the region.

What is Power-to-Gas?

The concept of 'Power-to-Gas' or the idea of using excess renewable electricity to manufacture emission-free gas, is another possible means of using existing Unitil pipelines to deliver RNG to customers. In this scenario, renewable energy sources like solar, wind or hydro power are used to split water into hydrogen and oxygen. The hydrogen can then be combined with a carbon dioxide waste stream to form RNG that can be used to heat homes and businesses. Some countries are developing Hydrogen infrastructure systems which leave only water vapor behind and is often mentioned in Power-to-Gas scenarios.

What is Unitil doing right now?

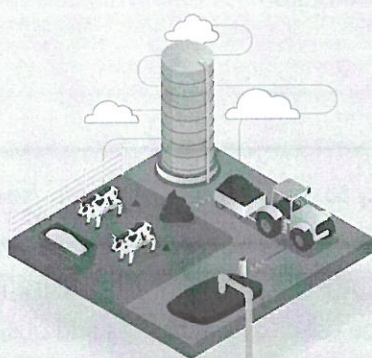
Unitil is a firm supporter of the region's climate goals. We already work with customers who are using RNG as part of their energy solution. For over a decade, we have worked with the University of New Hampshire, which has a biogas program that provides heat and power to their campus. We are also actively soliciting RNG program proposals to integrate within our system. Unitil believes that in diversifying its fuel portfolio, we can strive to provide lower emissions heat to our customers and wish to partner with state and local regulatory bodies to achieve this goal in a safe, affordable manner.



What is Renewable Natural Gas?

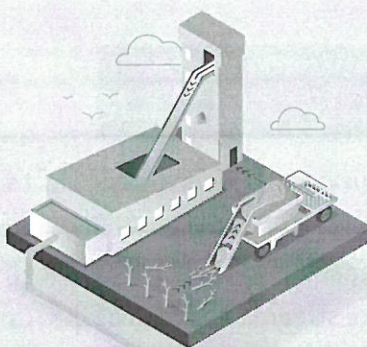
Renewable Natural Gas, often called RNG or Biogas, is a renewable alternative to fossil fuel natural gases. These organic-based gasses are created naturally by many local activities, most significantly at landfills and farms. These emissions, which would otherwise be released to atmosphere and contribute to climate issues, can be captured, processed and used to heat homes and businesses as part of existing direct delivery infrastructure systems like Unitil's. Just as solar and wind power generation are making existing poles and wires a delivery system for clean electricity and allowing for more rapid adoption of renewables, RNG can do the same for pipes, lowering the region's emissions.

RNG Production Technologies



Anaerobic Digestion

- Landfill gas (LFG)
- Animal manure
- Water resource recovery facilities (WRRF)
- Food waste



Thermal Gasification

- Agricultural residue
- Forestry and forest product residue
- Energy crops
- Municipal solid waste (MSW)



Power to Gas

- Excess renewable electricity, creating hydrogen, mixed in existing pipeline infrastructure

GRAPHIC SOURCE: AMERICAN GAS FOUNDATION

Is this new technology?

No. RNG is already part of the fuel mix in some parts of the country, and many utilities are actively exploring its implementation right now. Like many utility matters, affordability and the local regulatory interest in pursuing the diversification of a gas portfolio are factors.

MUNICIPAL CRITICAL INFRASTRUCTURE - Fitchburg DOC

Townsend MA ONLY		CRITICAL-EMERGENCY SHELTER	=	Emergency Shelter
Information requested		CRITICAL-FIRE	=	Fire Station
by Ms. Shirley Colt 5-7-2020.		CRITICAL-POLICE	=	Police Station
		CRITICAL-PUBLIC SAFETY	=	Public Safety Complex
		CRITICAL-HOSPITAL/MEDICAL	=	Hospital/Medical/Nursing Home
		CRITICAL-GOV'T/MUNICIPAL SERVICES	=	Other Municipal or State Govt.
		CRITICAL-COMMUNICATIONS	=	Communications facility
		CRITICAL-WATER/SEWER	=	Water/Sewer
		CRITICAL/AIRPORT	=	Airport
Townsend	Atwood Acres	Senior Public Housing	66	Dudley Rd.
Townsend	Fire Dept.	Fire Dept. Admin HQ	13	Elm St.
Townsend	Fire Dept.	Station 2	460	Main St.
Townsend	Fire Dept.	Station 3	47	Main St.
Townsend	North Middlesex High School	Emergency Shelter	19	Main St.
Townsend	Police Dept.	Police & Communications Ctr	70	Brookline St.
Townsend	Spaulding Memorial School	Emergency Shelter	1	Whitcomb St.
Townsend	Squannacook Elementary School	Emergency Shelter	66	Brookline St.
Townsend	Cell Towers	Communications tower/antenna	12	Ball Rd
Townsend	Police Dept. Radio system	Communications tower/antenna	137	Lunenburg Rd
Townsend	Town Hall	Town Hall	272	Main St.
Townsend	Highway Department	Highway Department	177	Main St.
Townsend	Hawthorne Brook Middle School	CRITICAL-EMERGENCY SHELTER	64	Brookline Street
Townsend	Cell Towers	Communications tower/antenna	84	Bayberry Hill Road
Townsend	Cell Towers	Communications tower/antenna	60	Warren Road
Townsend	Cell Towers	Communications tower/antenna	66	Brookline Street
Townsend	Public Water Pumping Station	Town Water Pump	512	Main St.
Townsend	Public Water Pumping Station	Town Water Pump		Cross Street/Kimplen Court
Townsend	Public Water Pumping Station	Town Water Pump	10	Harbor Trace Road
Townsend	Public Water Pumping Station	Town Water Pump	14	Ash Street
Townsend	Townsend Woods Senior Public Housing	Senior Public Housing	70	Dudley Road
Townsend	Mass DOT	OTHER State/Municipal Facility	26	New Fitchburg Road

(*) Disclaimer: Subject to change at anytime and not guaranteed.



James M. Kreidler, Jr.
Town Administrator

OFFICE OF THE BOARD OF SELECTMEN

Wayne Miller, Chairman
Veronica Kell, Vice Chairman

SELECTMEN'S MEETING AGENDA FOR NOVEMBER 17, 2020 AT 6:00 P.M. SELECTMEN'S CHAMBERS, TOWN HALL, 272 MAIN STREET, TOWNSEND, MA

Governor Baker declared a State of Emergency to respond to COVID-19 on March 10, 2020 and ordered a suspension of certain provisions of the Open Meeting Law M.G.L. c. 30A, s 20.

The Board of Selectmen closed the town offices, including boards and committee meetings consistent with the Governor's order, to public access to promote social distancing and reduce the spread of COVID-19.

Topic: Townsend Board of Selectmen Meeting November 17, 2020
Time: November 17, 2020 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87537053380?pwd=NElqcDM0akJ4QVJWUiszSIVKRzhQZz09>

Meeting ID: 875 3705 3380

Passcode: 515173

One tap mobile

+19292056099,,87537053380#,,,,,0#,,515173# US (New York)

+13017158592,,87537053380#,,,,,0#,,515173# US (Washington D.C)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 875 3705 3380

Passcode: 515173

Find your local number: <https://us02web.zoom.us/j/87537053380?pwd=NElqcDM0akJ4QVJWUiszSIVKRzhQZz09>

I. PRELIMINARIES - VOTES MAY BE TAKEN:

- 1.1 Call the meeting to order and roll call.
- 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.

II. APPOINTMENTS AND HEARINGS - VOTES MAY BE TAKEN:

- 2.1 6:10P.M. Guardian, RE: IT systemwide status report

- 2.2 6:30P.M. Kevin Paicos, NFP Insurance Consultant RE: potential regional joint health insurance purchase agreement

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

- 3.1 Discuss/Update, RE: Audit Committee Appointments
- 3.2 Appoint Kevin Smith as the at-large member to the Town Properties Committee effective November 17, 2020 to June 30, 221.
- 3.3 Appoint Stephen Damato as a Constable in the town of Townsend for a term effective November 2, 2020 to June 30, 2022 contingent upon written approval and authorization by the Police Chief, Jay Sartell and the submittal of a Constable Bond to be filed with the Treasurer.

IV. MEETING BUSINESS - VOTES MAY BE TAKEN:

- 4.1 Authorize the Town Administrator, James M. Kreidler to sign the contract for Town Common Sidewalks.
- 4.2 Authorize the Town Administrator, James M. Kreidler to sign the agreement for website redesign.
- 4.3 Discussion, RE: Winter Shared Streets and Spaces Grant Application process.
- 4.4 Discussion, RE: License Agreement for Senior Center
- 4.5 Discussion, RE: 97 Main Street
- 4.6 Discussion, RE: South Row Road donation parcel
- 4.7 Discussion, RE: CvRF Round 2 Application Status Report
- 4.8 Acknowledgment/Commendation Certificates: Police Officers, Jeffrey Giles & Michael Marchand.
- 4.9 Review/Approve a memorandum of understanding with Franklin Pierce University as submitted by the Police Chief.
- 4.10 Discuss/Answer an open meeting law complaint.
- 4.11 Discussion, RE: 2020 tree hunt on town owned property
- 4.12 Review/Approve/Sign the contract for the purchase of a 2012 Braun Ambulance as submitted by the Fire-EMS Chief, Mark Boynton.

V. WORK SESSION - VOTES MAY BE TAKEN:

- 5.1 Town Administrator updates and report.
- 5.2 Board of Selectmen announcements, updates, and reports.
Selectman Kell- Budget Process Discussion
- 5.3 Clerk of the Board announcements for events.
- 5.4 Reports from Board liaisons.
- 5.5 Review/sign bills payable warrants.

VI. EXECUTIVE SESSION - VOTES MAY BE TAKEN:

- 6.1 Executive Session pursuant to GL c. 30A, s. 21(a)(3) To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel; Generally, a public body must identify the specific non-union personnel or collective bargaining unit with which it is negotiating before entering into executive session under Purpose 2. A public body may withhold the identity of the non-union personnel or bargaining unit if publicly disclosing that information would compromise the purpose for which the executive session was called. While we generally defer to public bodies' assessment of whether the inclusion of such details would compromise the purpose for an executive session, a public body must be able to demonstrate a reasonable basis for that claim if challenged., RE: Fire Union

VII. ADJOURNMENT:



Date received

VOLUNTEER RESPONSE FORM

3-2

Town government needs citizens who are willing to give time in the service of the community. The Talent Bank is a means of compiling names of interested citizens to serve on a voluntary basis on boards and committees. This file is available for use by the public as well as the Moderator and the Selectmen.

Talent Bank files are being updated to include categories consistent with the changing needs of the town.

RECEIVED

NOV 29 2020

Indicate your order of preference and return the form below to:

BOARD OF SELECTMEN

Talent Bank c/o Board of Selectmen
272 Main Street
Townsend, MA 01469

Name: KEVIN SMITH

Phone (978) 771-0499 email KEVINSMITHCOMPANY@COMCAST.NET

Address: 160 NORTHERN RD TOWNSEND

Occupation: FARMER. EXCAVATION CONTRACTOR

Amount of time available
(per week/per month): _____

Background/Experience

**REFER TO THE LIST OF BOARDS AND COMMITTEES ON THE BACK
OF THIS FORM AND LIST THOSE YOU ARE INTERESTED IN
SERVING ON IN ORDER OF PREFERENCE**

1. TOWN PROPERTIES
2. _____
3. _____

